

**INTERGOVERNMENTAL AGREEMENT FOR  
REGIONAL HAZARDOUS MATERIALS EMERGENCY  
RESPONSE TEAM SERVICES**

**Between**

**THE STATE OF OREGON, ACTING BY AND THROUGH ITS  
DEPARTMENT OF STATE POLICE  
ON BEHALF OF ITS  
OFFICE OF STATE FIRE MARSHAL**

**And**

**City of Salem**

**STATE OF OREGON  
Kate Brown, Governor**

**State Fire Marshal**

**July 1, 2019**

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## INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

### General Agreement Information

**Agreement Type:** This Agreement is between the State of Oregon, acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal (hereinafter “OSFM”), and the City of Salem (hereinafter “Contractor”), each a “Party” and collectively “Parties,” for the provision of regional hazardous materials emergency response team services as described herein and authorized under ORS 453.374 to 453.390.

### RECITALS

- A.** In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a Regional Hazardous Materials Emergency Response Team.
- B.** The OSFM desires to enter into this Agreement to designate Contractor as part of a Regional Hazardous Materials Emergency Response Team for “**HM13**” as described in Exhibit A, and Contractor desires to be so designated and to enter into this Agreement.

### STANDARD AGREEMENT TERMS AND CONDITIONS

#### 1.0 AGREEMENT TERM.

**1.1** This Agreement shall be effective as of July 1, 2019 to June 30, 2021, unless terminated prior in accordance with other provisions of this Agreement.

**1.2** Subject to Legislative approval, future Agreements, if any, will be awarded on a biennial basis.

#### 2.0 DEFINITIONS.

“**Agreement**” means this Intergovernmental Agreement, all attachments and exhibits hereto, and any future amendments.

“**Automatic Response**” means the authority to respond to any incident beyond the capabilities of local responders without approval prior to team response by the OSFM Duty Officer. Incident must involve a hazardous spill, leak, explosion, or injury, or potential thereof, with immediate threat to life, environment, or property.

“**Clean-up**” means the measures taken after Emergency Response to permanently remove the hazard from the incident site.

“**Contractor approved**” means any non-RHMERT activities that are undertaken by Contractor or Contractor’s employees that are in conformity with Contractor’s established policies and procedures for daily operations.

“**Contractor’s RHMERT Members**” means the employees, agents or members of the Contractor designated by the Contractor to serve on the RHMERT for “**HM13**” as described in Exhibit A.

“**Emergency Response**” has the meaning as defined in OAR 837-120-0010(5), and includes those actions and services set out in OAR 837-120-0020(3).

**“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, all OSFM and Contractor 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 or in stabilizing the Emergency Response incident.

**“Extraordinary Response Costs”** means and is equivalent to “team response costs”. See also OAR 837-120-0090(4).

**“Hazardous Materials”** means "hazardous substance" as that term is defined in ORS 453.307(5).

**“Incident”** means any actual or imminent threat of a Release, or any rupture, fire or accident that results in, 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 of the State of Oregon and one or more Oregon units of local government.

**“Local Government Body”** means a city, county, special district or subdivision thereof.

**“Oregon-OSHA”** means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

**“ORS”** means Oregon Revised Statutes.

**“OSFM-Provided Equipment”** means all vehicles, equipment, and supplies loaned, delivered, or otherwise provided to the RHMERT by OSFM to perform the services required under this Agreement including, but not limited to, the items listed in Exhibit B.

**“PPE”** means Personal Protective Equipment.

**“Primary Response Area”** means that geographical region where the Contractor is principally responsible for providing regional Hazardous Materials Emergency Response services pursuant to this Agreement.

**“Regional Hazardous Materials Emergency Response Team” (RHMERT)** means the group of individuals, including the employees or agents of the Contractor, designated or tasked to respond to, control, or stabilize actual or potential emergency releases of hazardous substances in **“HM13”** as described in Exhibit A. A RHMERT operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2, which is incorporated herein by this reference.

**“Release”** shall have the same meaning as that in ORS 465.200(22).

**“Responsible Person”** means the individuals, corporations, associations, firms, partnerships, limited liability companies, joint stock companies, public and municipal corporations, political subdivisions, the state and any agency thereof, and the federal government and any agency thereof responsible for causing the emergency to which the RHMERT responded. (See, e.g. ORS 453.382).

**“RHMERT Operations”** means Emergency Response operations conducted by the Contractor in **“HM13”**.

**“RHMERT Operations Rehabilitation Costs”** means the cost of providing rehydration and food for RHMERT team members during RHMERT Operations.

**“Stand-By Activities”** means Contractor’s activities associated with specialized training, medical surveillance, and routine maintenance for vehicles and equipment.

**“Stand-By Costs”** means Contractor’s costs associated with specialized training costs, medical surveillance costs, and vehicles and equipment loans, as provided in Section 4.1 of this Agreement.

**“State”** means the State of Oregon acting by and through the Department of State Police for the benefit of its Office of State Fire Marshal.

**“State Spill Response Revolving Fund”** means the revolving fund established under ORS 453.390.

**“Teams Advisory Group”** means a group consisting of one appointed member from each RHMERT, who provide technical advice to the State Fire Marshal on equipment, vehicles, operating guidelines and similar operational issues.

**“Team Response Costs”** means those Contractor expenses which are directly related to RHMERT Operations, are expressly allowed under this Agreement, and are approved by the OSFM. “Team response costs” are equivalent to “extraordinary response costs”. See also OAR 837-120-0090(4).

### **3.0 STATEMENT OF WORK.**

#### **3.1 SERVICES TO BE PROVIDED BY CONTRACTOR.**

3.1.1 During the term of this Agreement the Contractor agrees to provide RHMERT emergency response services within the boundaries of Contractor’s assigned Primary Response Area as generally depicted and described in "Exhibit A", Regional Team Primary Response Area Boundary Description, and by this reference incorporated herein. Contractor shall perform RHMERT Operations in "**HM13**" as described in Exhibit A.

3.1.2 Contractor RHMERT Operations under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a Hazardous Materials Emergency Response as authorized by this Agreement, ORS 453.374 to 453.390, and OAR Chapter 837 Division 120.

3.1.3 Contractor’s RHMERT Members shall not provide the following services as part of this Agreement, except where they may be reasonably necessary to prevent a Release or threat of Release, or as required to stabilize an Incident:

- removal,
- remediation,
- recovery,
- packaging,
- monitoring,
- transportation,
- movement of hazardous materials,
- cleanup,
- storage, or
- disposal of hazardous materials.

3.1.4 Contractor’s RHMERT Members shall not provide the following services at or near the emergency response Incident to which the Contractor is dispatched:

- maintain general security or safety perimeters at or near sites and vessels,

- locate underground utilities,
- ensure appropriate traffic control services,
- conduct hydrological investigations or analysis, or
- provide testing, removal and disposal of underground storage tanks

3.1.5 Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

3.1.6 Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

3.1.7 Contractor shall coordinate its response activities with all other contractors that respond to, control, or stabilize actual or potential emergency releases of hazardous substances in **HM13** under an Intergovernmental Agreement with OSFM; provided, however, that nothing in this section shall limit a Contractor's ability to coordinate with other entities in responding to an Incident.

**3.2 COMPLIANCE WITH REGULATORY REQUIREMENTS.** Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements. Contractor further agrees that all OSFM-Owned Equipment in Exhibit B shall be maintained by the Contractor to meet or exceed all applicable regulatory requirements.

**3.3 PERSONNEL.** Contractor shall:

3.3.1 Provide the number of trained, medically monitored, competent, and supervised RHMERT personnel as specified in Exhibits D and E of this Agreement, as is necessary to operate within the safety levels of a RHMERT as specified in the RHMERT Standard Operating Guidelines. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a Hazardous Materials response team.

3.3.2 Document training and experience and ensure that its team members complete the tasks in the Hazardous Material Technician Task Book within the established 24 month period. The established 24 month period consists of portions of two Task Book Cycles; continuation of the current Task Book cycle ending on December 31, 2019 and the cycle running January 1, 2020 through December 31, 2021.

3.3.3 Submit annually the Task Book reporting form to the OSFM no later than 10<sup>th</sup> of January of each year.

**3.4 VEHICLES AND EQUIPMENT.**

3.4.1 Use of OSFM-Provided Equipment. Contractor shall:

- i. Operate a RHMERT using the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement;
- ii. Limit its activities to that which can be safely accomplished within the technical limitations of the OSFM-Provided Equipment;
- iii. At all times use OSFM-Provided Equipment with reasonable and diligent care (taking into consideration the type of equipment and its intended use); and
- iv. At all times use the equipment in accordance with all OSFM Standard Operating Guidelines, available on the OSFM website.



- v. Store OSFM-Provided Equipment in an enclosed, indoor facility unless otherwise authorized by OSFM by prior written approval.

#### 3.4.2 Routine Maintenance/Physical Damage/Repairs.

- i. Routine Maintenance: Contractor shall be responsible for all routine maintenance of OSFM-Provided Equipment. For purposes of this Agreement, routine maintenance means:
  - a. Daily, weekly, and monthly checks of vehicles and equipment.
  - b. Semiannual or mileage-related lubrication, oil and filter changes for vehicles and equipment.
  - c. Annual tune-up of vehicles and equipment as required for preventive maintenance.
  - d. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
  - e. Personal Protective Equipment (PPE) to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
  - f. Communications equipment checked regularly.
- ii. Physical Damage and Repairs: Contractor and OSFM shall each bear responsibility for loss and repair of physical damage to OSFM-Provided Equipment as follows:
  - a. Excluding ordinary wear and tear, when Contractor uses OSFM-Provided Equipment for purposes not authorized under this Agreement and ORS 453.374 to 453.390, including Contractor-approved non-Emergency Response activities or assistance to local government entities at events not meeting OSFM-authorized response criteria, Contractor shall be responsible for any and all physical damage to or loss of such OSFM-Provided Equipment, regardless of fault.
  - b. When Contractor uses OSFM-Provided Equipment for purposes authorized under this Agreement and ORS 453.374 to 453.390, including performance of routine maintenance, the OSFM shall be responsible for physical damage to or loss of OSFM-Provided Equipment, except that if such damage or loss is caused by the negligence or willful misconduct of Contractor, Contractor shall be liable for the damage or loss. OSFM's responsibility for physical damage or loss of OSFM-Provided Equipment is subject to the limitations and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Self-Insurance Policy Manual), Article XI, Section 7 of the Oregon Constitution, ORS 30.260 to 30.300 (Oregon Tort Claims Act), and the terms of this agreement.
  - c. Contractor shall be liable for all damage or loss caused by abuse or neglect of OSFM-Provided Equipment, including when used for purposes authorized under this Agreement and ORS 453.374 to 453.390.

- 3.4.3 The Contractor may use the OSFM-Provided Equipment provided in this Agreement in conjunction with Contractor-approved non-Emergency Response activities, however the OSFM-Provided Equipment shall at all times be immediately available for Emergency Response having highest priority. Use of OSFM-Provided Equipment for Contractor-approved non-Emergency Response activities is not a reimbursable expense by OSFM. In addition, use of OSFM-Provided Equipment for Contractor-approved non-Emergency Response activities shall follow Contractor's established guidelines and policies for daily operations. OSFM-Provided

Equipment shall not be used by anyone other than Contractor's RHMERT Members, except as approved by OSFM.

- 3.4.4 Contractor shall submit monthly a vehicle usage and maintenance log to the OSFM no later than the 10<sup>th</sup> of the following month. Contractor shall record the ending mileage for each vehicle, regardless of the activity; i.e., whether it is Emergency Response, training, maintenance, or any other activity. Logs will be submitted each month via OSFM approved form and must include all maintenance performed to the vehicle with a vendor receipt or fleet print out report for that vehicle.
- 3.4.5 Contractor shall not agree in writing or otherwise with other entities to provide the OSFM-Provided Equipment to assist those entities at events not meeting Emergency Response criteria unless OSFM also is a party to that agreement.
- 3.4.6 Liability for any negligent or willful acts of Contractor's employees undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and Contractor involved. Contractor warrants that each of Contractor's RHMERT Members shall abide by all Oregon statutes, rules and specific agency policies and procedures regarding the use of OSFM-Provided Equipment during the course and scope of the employee's employment with Contractor.
- 3.5 RHMERT COORDINATION OBLIGATIONS.** Contractor shall provide team administration for the RHMERT ("Team Administration").
  - 3.5.1 In providing Team Administration, Contractor shall provide qualified personnel ("Team Personnel") to perform the following duties:
    - i. Complete invoicing for RHMERT;
    - ii. Complete phone and mileage logs for RHMERT;
    - iii. Submit purchase requests;
    - iv. Handle incident reporting;
    - v. Oversee allocation of funds from OSFM for RHMERT;
    - vi. Monitor inventory of OSFM-Provided Equipment; and
    - vii. Approve all outreach and training requests for RHMERT.
    - viii. Manage outreach and training requests for the RHMERT; and
    - ix. Serve as the point of contact for RHMERT training opportunities.
  - 3.5.2 Contractor shall coordinate and submit to OSFM all requests for reimbursement from the RHMERT for **HM13**, including requests for reimbursement from any other contractors who serve on the RHMERT for **HM13**.
  - 3.5.3 In performing the duties described in this Section 3.5, Contractor may choose one or more of Contractor's employees to serve as Team Personnel. Contractor shall provide OSFM with the name and contact information of all Team Personnel. Team Personnel will be the RHMERT's primary point of contact for OSFM and shall attend the quarterly meetings of the Team Training and Advisory Committee and the Team Advisory Group and participate actively in those meetings.

**3.6 RIGHT OF REFUSAL.** The OSFM recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, an Emergency Response under this Agreement would

temporarily place an undue burden on the Contractor because Contractor resources are limited or unavailable within the Contractor Primary Response Area, and if prior or immediate notice has been provided to the OSFM Duty Officer, the Contractor may decline a request for an Emergency Response. However, if the Contractor declines a request for an Emergency Response, the Contractor shall ensure the OSFM-Provided Equipment remains available for OSFM's use for that particular Emergency Response.

**3.7 STANDARD OPERATING GUIDELINES.** Contractor and OSFM agree that RHMERT operations shall be conducted in accordance with the OSFM's Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this Agreement.

**3.8 ADMINISTRATIVE RULES.** The parties acknowledge that the OSFM has adopted OAR Chapter 837, Division 120, and Contractor agrees to comply with those administrative rules and ORS 453.374 to 453.390. If those rules relevant to this agreement are amended, such amendments shall be incorporated into this Agreement by written amendment and may require modification of the procedures, terms and conditions of this Agreement.

**4.0 CONTRACTOR COMPENSATION.** There are two types of compensation under this Agreement: (1) RHMERT Stand-By Costs, and (2) RHMERT Team Response Costs. Each of these is discussed more fully in sections 4.1 and 4.2 of this Agreement. Compensation provided under this Agreement is apportioned for the entire RHMERT. The total compensation identified in Exhibit J is the not-to-exceed amount for the RHMERT. In the event that the RHMERT consists of more than one contractor, the multiple contractors that make up the RHMERT administration shall share the total compensation identified in Exhibit J. The Team Personnel shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the maximum compensation identified in Exhibit J.

**4.1 RHMERT STAND-BY COSTS.** In accordance with budget allocations by the Team Personnel as provided in Section 4.0 of this Agreement, Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved stand-by costs as provided herein. Such Stand-By Costs include:

- 4.1.1 **Specialized Training Costs.** The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses (at the approved rates specified in Section 30 of this Agreement), utilizing funds in Exhibit "D" to pay for all above mentioned expenses. With prior approval by the OSFM, one hundred percent of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending specialized training for travel and attendance days only in accordance with Section 30.1 of this Contract and protocols covered in OSFM Hazardous Materials Emergency Response Team Standard Operating Guidelines. For purposes of this subsection, "personnel costs" means the dollar figure provided to OSFM by Contractor as the cost of each Contractor's employee to attend OSFM advanced training and education.
- 4.1.2 **Medical Surveillance.** The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Costs for these Medical Surveillance physicals will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations.

- 4.1.3 Vehicle(s) and Equipment Loans. The OSFM agrees to loan the Contractor the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement. The parties agree that items of OSFM-Provided equipment may be added to or removed from the list in Exhibit B without requiring amendment of this agreement, but only if each change is mutually agreed to in writing by all parties. Funding available for the OSFM to purchase and maintain OSFM-Provided Equipment is specified in Exhibit "C" of this Agreement. Replacement of OSFM-Provided capital equipment, expendable items, PPE, and other equipment will be provided as necessary by prior approval of OSFM, pursuant to Section 3.4 and OSFM's approved purchasing process.
- a. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM encourages contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.
  - b. OSFM-Provided PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021, all applicable provisions of ORS chapters 279A and 279B, and Contractor's own procurement ordinances, codes, rules and regulations.
- 4.1.4 Contractor Stand-by Costs are not chargeable to a Responsible Person, but are reimbursed to the Contractor by the OSFM as provided in this Agreement, with the exception of the vehicle and equipment loans described in paragraph 4.1.3, for which Contractor is not reimbursed.

## **4.2 RHMERT RESPONSE COSTS.**

- 4.2.1 In accordance with budget allocations by the Team Administrator as provided in Section 4.0, Contractor shall be compensated by the OSFM under this Agreement for certain OSFM-approved team response costs. Team response costs are the equivalent of "extraordinary response costs". The total funding available for team response costs as specified in Exhibit "K" of this Agreement is in addition to Contractor Stand-By Costs specified in section 4.1. Compensation of such team response costs shall be limited by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 for the 2019-2021 biennium. Such Team response costs may include, but are not limited to:
- i. Compensation for use of Contractor-Provided Materials, Vehicle(s) and Apparatus:
    - a. OSFM shall compensate contractor for OSFM-approved replacement of Contractor-Provided materials and supplies expended or destroyed during a hazardous materials emergency response undertaken pursuant to this Agreement at the rates set forth in Section 1 of Exhibit "F" of this agreement.
    - b. Where the OSFM has approved the use of Contractor-Provided vehicles and equipment, OSFM shall compensate Contractor at the rates described in Section 1 of Exhibit "F" of this Agreement.
    - c. Personal Protective Equipment (PPE). If Contractor-Provided PPE, to include radios, is severely damaged or destroyed during an authorized hazardous materials emergency response undertaken pursuant to this Agreement, OSFM shall reimburse Contractor for replacement of such PPE at the rates described in Section 1 of Exhibit "F" of this Agreement, provided, however, that the OSFM will only pay reimbursement for

replacement PPE that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.

1. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.
  2. Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapters 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in the solicitation of and contracting for the acquisition of the PPE suits.
- ii. Compensation for Contractor Personnel Response Costs: Contractor RHMERT personnel response costs that are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 2019-2021 biennium shall be calculated as follows:
- A. Base Hourly Rate/Non-officer
    1. Base Hourly Rate/Non-Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is not an officer
    2. Base Hourly Rate/Non-Officer/Overtime shall be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer
  - B. Base Hourly Rate/Officer (eligible for overtime)
    1. Base Hourly Rate/Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is an officer.
    2. Base Hourly Rate/Officer/Overtime shall be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.
  - C. Base Hourly Rate/Salaried Officer (not eligible for overtime) - shall be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.
  - D. OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement by formally amending this Agreement in writing, and shall be used for purposes of calculating compensation for Contractor's Personnel Response Costs only after the effective date of the Amendment. Notwithstanding any retroactive payment provision contained in a collective bargaining agreement, the Contractor's Personnel Response Costs shall be calculated and reimbursed at the hourly rate set forth in the version of this

Agreement which was in effect at the time the Contractor commenced the hazardous materials emergency response.

- E. A Response Availability Rate of \$15.5788 shall be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor shall be required to document total hourly personnel response rates for each category utilizing the form provided by OSFM. That documentation is entered into this Agreement as Exhibit G. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

iii. Emergency Expenses: Contractor's other necessary and reasonable Emergency Response costs related to services rendered under this Agreement are reimbursable at the rates described in Exhibit "F" of this agreement. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency Response purchases of up to \$100 per Emergency Response Incident may be made at the Contractor's discretion without prior approval by the OSFM. The Team Leader or authorized Contractor representative shall attempt to contact the OSFM Duty Officer for prior approval of Contractor emergency expenses exceeding \$100. Contractor claims for reimbursement must clearly document the nature of the purchases and extent of the OSFM prior verbal approval of Contractor emergency expenditures. The OSFM reserves the right to deny any payment of unjustifiable Contractor expenditures.

- A. Exposure exams resulting from a RHMERT Operations response will be included in the Contractor's team response costs to be billed to the Responsible Person and reimbursed by the OSFM. Where no Responsible Person is identified, reimbursement to the Contractor will be provided out of the State Spill Response Revolving Fund.

4.2.2 In addition to the compensable team response costs set forth in 4.2.1, Contractor's emergency response may also incur certain team response costs for which Contractor shall not be compensated by OSFM, set forth in Section 2 of Exhibit F. Contractor shall not be reimbursed for Contractor's use of OSFM-Provided vehicles, equipment, and supplies, or for expenditures made by OSFM.

4.2.3 Team response costs may be charged to a Responsible Person.

### **4.3 BILLING SYSTEM.**

4.3.1 Contractor must notify the OSFM's Emergency Response Unit within 24 hours of an Emergency Response. The OSFM will assign an Incident number to the response at that time. Contractor shall leave a voice-mail message if Contractor notification is made after business hours. OSFM will return a call to the Contractor the next business day. Contractor shall provide an estimate of Team Response Costs to the OSFM within 10 calendar days of the date on which Contractor concludes an Emergency Response under this Agreement. Contractor shall submit an Emergency Response report and invoice to the OSFM within 30 calendar days of the date on which Contractor concludes an Emergency Response under this Agreement. If a Contractor is unresponsive and has not submitted a completed Emergency Response report and invoice to OSFM within 90 calendar days of the Emergency Response, the Emergency Response may be deemed uncollectable and the Contractor may be liable, at OSFM's sole discretion, for replacement costs of State-Provided damaged equipment and materials used on the Emergency Response. Contractor shall submit its claim for reimbursement on OSFM approved forms and

the claim must contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits. For purposes of this provision, a “calendar day”

- 4.3.2 The OSFM may bill the Responsible Person within 30 days of receipt of Contractor invoice. The OSFM may bill Responsible Person(s) for the Emergency Response Costs, including Team Response Costs. Normally Contractor team response costs are collected by the OSFM from the Responsible Person prior to making payment to the Contractor. When payment has not been received by the OSFM within 30 days after the second billing to the Responsible Person, the Contractor’s OSFM approved compensable Team Response Costs will be paid to the Contractor from the State Spill Response Revolving Fund. In no case shall the OSFM payment to the Contractor occur more than 90 days after receipt of an OSFM-approved Contractor invoice by OSFM; i.e., one that meets the requirements of Section 4.3.
- 4.3.3 Billing for OSFM-Provided Equipment. OSFM shall bill the Responsible Person(s) for Contractor’s use of OSFM-Provided equipment during RHMERT Operations, including responses to incidents within the Contractor’s local jurisdiction, at the rates set forth in Exhibit F. The OSFM will prepare a statement for OSFM-Provided Equipment used and the OSFM will forward the statement to the identified Responsible Person any time OSFM-Provided Equipment is used for an Emergency Response.
- 4.3.4 Option for Waiver. The Contractor shall have the option of requesting a waiver of OSFM-Provided Equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition, the Contractor may request a waiver of charges when there are extenuating circumstances, which would preclude a billing to the Responsible Person. Requests for waiver are subject to review and approval by the OSFM.
- 4.3.5 Priority of Reimbursements. If the OSFM successfully recovers payment from the Responsible Person, the monies shall first be used to pay the Contractor Team Response Costs, if these costs have not been paid in their entirety; then the monies will be used to reimburse the State Spill Response Revolving Fund for the amount previously paid to the Contractor and the OSFM. Any remaining funds will be used to pay Emergency Response Costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill each Responsible Person and pursue cost recovery actions.
- 4.3.6 If a disputed billing is resolved in favor of the Responsible Person then the Contractor shall not be required to reimburse the OSFM for payments previously made.
- 4.4 INTEREST.** If the OSFM fails to make timely payments to Contractor as described in 4.3.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if Emergency Response Costs are invoiced in accordance with Sections 4.3.1 and 4.3.2 of this Agreement by the Contractor on OSFM-approved forms and Responsible Person information supplied by the Contractor is correct to the best of the Contractor’s knowledge or belief.
- 4.5 STATE FUNDING AVAILABLE.**
- 4.5.1 The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM’s 2019-2021 biennial appropriation or limitation. Contractor understands and agrees that the OSFM’s payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other

expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

- 4.5.2 State funding for Stand-By Costs available under this Agreement for the 2019-2021 biennium shall be the sum of the amounts specified in exhibits C, D, E, H and I to this Agreement and are summarized in Exhibit J of this Agreement.
- 4.5.3 The funding available as specified in Exhibits C, D, E, H and I to this Agreement does not include Contractor team response costs as specified in Section 4.2. Such team response costs are available in addition to Contractor Stand-By Costs and shall be limited by the funds available in the State's Spill Response Revolving Fund established under ORS 453.390 for the 2019-2021 biennium, by the limitations described in ORS 453.382 and 453.390 and as identified in Exhibit K, State Spill Response Revolving Fund, to this Agreement.
- 4.5.4 Additional Contractor compensation shall be paid under this Agreement only with the prior written approval of OSFM and as otherwise authorized by law.
- 4.5.5 OSFM payments under the terms of this Agreement shall be considered full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement.
- 4.5.6 Acceptance of payment by the Contractor shall relieve the OSFM from all claims by Contractor for reimbursement of Team Response Costs and Stand-by Costs except where partial payment has been made due to limitations of the State's Spill Response Revolving Fund and subject to further payment as set forth above.
- 4.6 PRIOR APPROVAL.** Unless Contractor has automatic response authority as described in Section 4.7.1 and is operating in accordance with such authority, Contractor may not respond under this Agreement without prior written or verbal approval by OSFM as set forth in Section 4.7.2. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor its compensable Team Response Costs incurred in accordance with this agreement from the State Spill Response Revolving Fund if recovery from a Responsible Person is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Person and OSFM expenses.
- 4.7 RESPONSE PROCEDURES AND LIMITATIONS; AUTOMATIC RESPONSE.**
  - 4.7.1 If the Contractor has authority for automatic response under OSFM's Standard Operating Guidelines, Contractor may, upon receipt of an Emergency Response request, provide Emergency Response services as specified under the terms of this Agreement and in accordance with the OSFM's Standard Operating Guidelines, which is incorporated herein by this reference, and may be found on the OSFM's website. Contractor shall immediately thereafter notify the OSFM Duty Officer.
  - 4.7.2 If the Contractor has *not* received state authority for automatic response or if the Emergency Response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.
- 4.8 STATE SPILL RESPONSE REVOLVING FUND.**
  - 4.8.1 If the State Spill Response Revolving Fund becomes depleted or fiscally unsound, the OSFM shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.



- 4.8.2 For purposes of this section, "fiscally unsound" means the balance in the State Spill Response Revolving Fund is less than \$20,000, and "immediately" means within twelve (12) hours of a Contractor receiving the emergency response request, which reduces the fund below the \$20,000 threshold.
- 4.8.3 If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Revolving Fund balance, Contractor assumes the risk of non-payment if the OSFM is unable to obtain additional funding for the State Spill Response Revolving Fund, recover the Contractor team emergency response costs from a Responsible Person, or if there is no identifiable Responsible Person. Contractor shall immediately notify the OSFM Duty Officer of all emergency response activities undertaken pursuant to this Agreement.
- 4.8.4 If, after becoming depleted or fiscally unsound, additional funds become available in the State Spill Response Revolving Fund and Contractor has billed the OSFM as set forth in Section 4.3, the OSFM shall reimburse the Contractor for unpaid Team Response Costs to the extent funds are available and authorized under this agreement.

## **5.0 WHERE NO RESPONSIBLE PERSON CAN BE IDENTIFIED.**

As provided in Section 4 and ORS 453.382, OSFM agrees to bill the person responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable Responsible Person, or if the Responsible Person or other responsible party is unable to pay, the OSFM agrees to pay Contractor its compensable team response costs from the State Spill Response Revolving Fund provided funds are available and Contractor has complied with Section 4 herein.

## **6.0 INDEPENDENT CONTRACTOR STATUS.**

- 6.1 Contractor shall perform all required Services as an independent contractor. Although Agency reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services called for under the Contract.
- 6.2 If Contractor is currently performing work for the State of Oregon or the Federal Government, Contractor by signature to this Agreement declares and certifies that: Contractor's performance of this Agreement creates no potential or actual conflict of interest as defined by ORS 244.020 and no state or federal rules or regulations would prohibit Contractor's performance of this Contract. Contractor is not an "officer," "employee," or "agent" of the State or Agency, as those terms are used in ORS 30.265.
- 6.3 Contractor shall be responsible for all Federal and State taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's Federal or State tax obligations.

## **7.0 RETIREMENT SYSTEM STATUS, SOCIAL SECURITY, WORKERS COMPENSATION.**

Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and is responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation from the State of Oregon.

## **8.0 ASSIGNMENTS; SUBCONTRACTS.**

Contractor 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 the OSFM. Such written approval will not relieve Contractor of any obligations under this Agreement. Except where the OSFM expressly approves otherwise, Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

## **9.0 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.

## **10.0 COMPLIANCE WITH GOVERNMENT REGULATIONS.**

Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-002-0100(18) (Hazardous waste operations and emergency response), which adopts 29 CFR 1910.120 (amended 2/8/13, FR vol. 78, no. 27, p. 9311).

## **11.0 FORCE MAJEURE.**

Neither Party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God, or war, which is beyond that Party's reasonable control. OSFM or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

## **12.0 INDEMNIFICATION, CONTRIBUTION, SCOPE OF LIABILITY.**

### **12.1 ACTIVITIES AUTHORIZED UNDER ORS 453.374 – 453.390:**

12.1.1 CONTRACTOR'S RHMERT MEMBERS: AS PROVIDED IN ORS 453.384, DURING EMERGENCY RESPONSE OPERATIONS UNDER ORS 453.374 TO 453.390 PURSUANT TO THIS AGREEMENT, THE STATE OF OREGON, BY AND THROUGH THE DEPARTMENT OF STATE POLICE, OFFICE OF STATE FIRE MARSHAL, SHALL PROTECT AND DEFEND CONTRACTOR'S RHMERT MEMBERS FROM LIABILITY UNDER ORS 30.260 TO 30.300 (OREGON TORT CLAIMS ACT). AS USED IN THIS SECTION, "OPERATIONS" MEAN ACTIVITIES DIRECTLY RELATED TO A PARTICULAR EMERGENCY RESPONSE INVOLVING A HAZARDOUS MATERIAL BY A RHMERT AS PROVIDED FOR UNDER THIS AGREEMENT. "OPERATIONS" ALSO INCLUDE ADVANCED TRAINING ACTIVITIES PROVIDED TO THE CONTRACTOR'S RHMERT MEMBERS AS PROVIDED FOR UNDER THIS AGREEMENT, BUT DO NOT INCLUDE TRAVEL TO AND FROM SUCH TRAINING.

12.1.2 CONTRACTOR: EXCEPT AS OTHERWISE PROVIDED UNDER PARAGRAPHS 12.1.1, 12.2, AND 3.4.2, AND AS PROVIDED IN SECTION 12.3 REGARDING THIRD PARTY CLAIMS, THE OSFM AND CONTRACTOR SHALL EACH BE RESPONSIBLE, TO THE EXTENT PERMITTED BY THE OREGON TORT

CLAIMS ACT (ORS 30.260 THROUGH 30.300) AND THE OREGON CONSTITUTION (INCLUDING BUT NOT LIMITED TO ARTICLE XI, SECTION 7), FOR ANY LEGAL LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES ARISING IN FAVOR OF ANY PERSON, ON ACCOUNT OF PERSONAL INJURIES, DEATH, OR PROPERTY LOSS OR DAMAGE OCCURRING, GROWING OUT OF, INCIDENT TO OR RESULTING DIRECTLY FROM THEIR RESPECTIVE ACTS OR OMISSIONS UNDER THIS AGREEMENT.

**12.2 ACTIVITIES NOT AUTHORIZED UNDER ORS 453.374 - 453.390:** WHEN CONTRACTOR USES OSFM-PROVIDED EQUIPMENT OR OTHER VEHICLES AND EQUIPMENT PROVIDED TO CONTRACTOR BY OSFM OR STATE PROCEDURES OR TRAINING FOR ANY ACTION NOT AUTHORIZED UNDER ORS 453.374 TO 453.390 OR THIS AGREEMENT, THE CONTRACTOR 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 CONTRACTOR, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES, SUBJECT TO THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, AND THE OREGON CONSTITUTION.

### **12.3 THIRD PARTY CLAIMS:**

- 12.3.1** IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.
- 12.3.2** EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE CONTRACTOR (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM ), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CONTRACTOR IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE STATE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE LIABILITY IN THE PROCEEDING.
- 12.3.3** EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CONTRACTOR IS JOINTLY LIABLE WITH THE STATE, INCLUDING CONTRACTOR'S RHMERT MEMBERS ACTING AS AGENTS OF THE STATE IN ACCORDANCE WITH THIS AGREEMENT AND ORS 453.374 TO 453.390, (OR WOULD BE IF JOINED IN THE THIRD PARTY

CLAIM), THE CONTRACTOR SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CONTRACTOR ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CONTRACTOR ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CONTRACTOR'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

**12.4 LIMITATIONS.** Except as provided in Section 3.4, this Agreement in no way limits a Contractor from responding with OSFM-Provided Equipment under local authority, mutual-aid agreements, or other contracts under local authority.

**12.5 NOTIFICATIONS:** Contractor 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:

State Fire Marshal Hazardous Materials Duty Officer  
3565 Trelstad Ave  
Salem, Oregon 97317  
Oregon Emergency Response System (OERS) 800-452-0311

### **13.0 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.

### **14.0 ACCESS TO RECORDS.**

Subject to the state's Public Record Laws, each Party to this Agreement, the federal government, and their duly authorized representatives shall have access to the other Party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least six (6) years, or longer where required by law.

### **14.1 CONFIDENTIALITY.**

Except as otherwise provided by law, each Party to this Agreement agrees that they shall not in any way, disclose each other's confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Agreement.

**15.0 AMENDMENTS.**

- 15.1** To the extent permitted by applicable statutes and administrative rules, this Agreement may be amended, modified, or supplemented only by a written amendment signed by the OSFM and Contractor that has been approved by the OSFM and the Oregon Department of Justice, if required by applicable law (“Amendment”). Any Amendment that provides for additional Services may only provide for Services directly related to the scope of Services described in the Agreement and no Amendment shall be effective until all requisite signatures and approvals are obtained.
- 15.2** Either the OSFM or Contractor may submit an Amendment request to amend this Agreement, including all Exhibits hereto, by submitting to the OSFM Agreement Administrator a written Amendment request describing the change requested. The OSFM and Contractor’s Authorized Representatives will review the written Amendment request and will mutually approve it for either amendment, further refinement, or reject it. In the event an Amendment request is approved for further refinement the parties agree that it may be refined by mutual agreement and submitted as an Amendment, or rejected.
- 15.3** Either Party may make changes to its Authorized Representative, listed in this Agreement, and such changes shall constitute contract administration for purposes of this Agreement. A Party shall provide the other Party with written notice of any such change, which shall be effective without the necessity of a formal amendment to this Contract.

**16.0 PAYMENT OF CONTRACTOR OBLIGATIONS.**

Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses, to pay any such claims as they become due and for which the OSFM may be held liable, the proper officer(s) representing the OSFM, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

**17.0 NON-DISCRIMINATION.**

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

**18.0 DUAL PAYMENT.**

Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency Incident except as approved and authorized under this Agreement.

**19.0 PAYMENT FOR MEDICAL CARE.**

Contractor agrees to make, or cause to be made through an insurer or third-party, prompt payment, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 4.1.2, Medical Surveillance. Nothing in this section shall be interpreted as creating any new or additional obligations on Contractor to pay on

a claim that Contractor is not otherwise obligated to pay in accordance with applicable law and Contractor's policies and procedures.

## **20.0 INSURANCE COVERAGE.**

If Contractor is a public body and is self-insured, Contractor shall maintain self-insurance, and/or excess liability coverage sufficient to cover the requirements set forth in Sections 20.1 to 20.7, and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. If Contractor is not a self-insured public body, or at any time during the term of this Agreement ceases to be self-insured, Contractor shall obtain private insurance coverage as specified in Sections 20.1 to 20.7 prior to performance under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. Contractor shall obtain any private insurance only from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to OSFM.

**20.1 WORKERS' COMPENSATION INSURANCE.** All employers, including Contractor, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**20.2 COMMERCIAL GENERAL LIABILITY.** Contractor shall maintain in full force Commercial General Liability insurance of not less than \$2,181,600 per occurrence for any single claimant, and \$4,363,100 per occurrence for multiple claimants for Bodily Injury and Death, and not less than \$119,300 per occurrence for any single claimant, and \$596,400 per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds.

**20.3 AUTOMOBILE LIABILITY.** Contractor shall maintain in full force Automobile Liability Insurance of not less than \$2,181,600 per occurrence for any single claimant, and \$4,363,100 per occurrence for multiple claimants for Bodily Injury and Death, and not less than \$119,300 per occurrence for any single claimant, and \$596,400 per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

**20.4 "TAIL" COVERAGE.** If any of the required liability insurance is on a "claims made" basis, "tail" coverage is required at the completion or termination of this Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion or termination. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Agreement. This will be a condition of the final acceptance of work or services.

**20.5 NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to OSFM.

**20.6 CERTIFICATES OF INSURANCE.** As evidence of the insurance coverage required by this

Agreement, Contractor shall furnish acceptable insurance certificates to OSFM prior to commencing performance under this Agreement. The certificates must specify all of the parties who are Additional Insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. Contractor shall pay for all deductibles, self-insured retentions and self-insurance.

**20.7 ADDITIONAL INSURED.** The Commercial General Liability and Automobile Liability insurance coverages required under this Agreement shall include the State of Oregon, OSFM, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

## **21.0 GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; 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 Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. **CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

## **22.0 TERMINATION.**

**22.1** This Agreement may be terminated by mutual consent of both Parties. This Agreement may be terminated by either Party upon 180 days' notice, in writing, and delivered by certified mail or in person.

**22.2** The OSFM or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or OSFM, or at such later date as may be established by the OSFM or Contractor, under any of the following conditions:

22.2.1 if either party fails to receive funding, appropriations, or other expenditure authority from federal, state, local, or other sources at levels sufficient in the Party's reasonable administrative discretion to perform its obligations under this agreement. As an alternative to termination, the parties may instead agree to modify in writing the Agreement to accommodate a reduction in funding.

22.2.2 if federal, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either Party's performance under this Agreement is prohibited or performance of either Party's obligations under this agreement may no longer be paid for from the planned funding source.

22.2.3 if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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

**22.4** Default. The OSFM or Contractor, 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:

22.4.1 if the other Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,

22.4.2 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.

### **23.0 APPROVAL AUTHORITY.**

Contractor's representative(s) certify by their signature herein that they have the necessary and lawful authority to enter into contracts and Agreements on behalf of the Contractor.

### **24.0 RESERVED.**

### **25.0 WRITTEN NOTIFICATIONS.**

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

Office of State Fire Marshal  
3565 Trelstad Ave  
Salem, OR 97317

### **26.0 MERGER; WAIVER.**

This Agreement and attached exhibits 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 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 OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

### **27.0 REMEDIES.**

**27.1** In the event that Contractor violates any term or condition under this Agreement, OSFM may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including but not limited to: (a) termination of this Agreement under Section 22, (b) reducing or withholding payment for work that Contractor has failed to perform within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Contractor to perform, at Contractor's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSFM may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**27.2** In the event OSFM violates any term or condition of this Agreement, Contractor may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or equity,



including but not limited to: (a) termination of this Agreement under Section 22, (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (c) recovery of payments due for any work performed or any costs or other expenses incurred by Contractor pursuant to the terms of this Agreement. These remedies are cumulative to the extent the remedies are not inconsistent, and Contractor may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. .

## **28.0 NON-APPROPRIATION.**

The State of Oregon's payment obligations, and Contractor's performance obligations, under this Agreement are conditioned upon OSFM receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Contractor is not entitled to receive payment under this Agreement from any part of Oregon state government other than OSFM. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

## **29.0 ALTERNATIVE DISPUTE RESOLUTION.**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **30.0 TRAVEL REIMBURSEMENT COSTS.**

**30.1** The OSFM will reimburse Contractor for travel expenses authorized under this Agreement at the rates specified in the General Services Administration (GSA) as of the date Contractor incurs the travel expenses.

**30.2** Contractor shall travel in the most efficient and cost-effective manner resulting in the best value to OSFM. The travel must comply with all the requirements specified in this section and must be for official business under this Agreement only. Contractor shall provide OSFM with receipts for all travel expenses over \$25.00 incurred for which Contractor seeks reimbursement.

## **31.0 COUNTERPARTS.**

This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.

**32.0 AUTHORIZED REPRESENTATIVES.**

**32.1** OSFM’s Authorized Representative is:

James Walker  
3565 Trelstad Ave  
Salem, OR 97317  
503-378-3479  
[james.walker@state.or.us](mailto:james.walker@state.or.us)

**32.2** Contractor’s Authorized Representative is:

_____	(insert name)
_____	(insert address)
_____	(insert fax number)
_____	(insert phone) Office
_____	(insert email)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the effective date shown in paragraph 1.1 above.

BY EXECUTION OF THIS CONTRACT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Approving Signatures:**

**On Behalf of the State of Oregon,**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**Signature \_\_\_\_\_**

**Printed Name** James Walker

**State Fire Marshal  
3565 Trelstad Ave  
Salem, OR 97317-**

**On Behalf of City of Salem**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**Signature \_\_\_\_\_**

**Printed Name \_\_\_\_\_**

**Title \_\_\_\_\_**

**Address \_\_\_\_\_**

**City \_\_\_\_\_ Zip \_\_\_\_\_**

**On Behalf of City of Salem**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**Signature \_\_\_\_\_**

**Printed Name \_\_\_\_\_**

**Title \_\_\_\_\_**

**Address \_\_\_\_\_**

**City \_\_\_\_\_ Zip \_\_\_\_\_**

**On Behalf of City of Salem**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**Signature \_\_\_\_\_**

**Printed Name \_\_\_\_\_**

**Title \_\_\_\_\_**

**Address \_\_\_\_\_**

**City \_\_\_\_\_ Zip \_\_\_\_\_**

## **EXHIBIT A**

### **Regional Team Primary Response Area Boundary Description**

HM13 response area is the area within the following boundary: The Western boundary of the response area begins at the Northwest corner of the Nestucca Rural Fire Protection District in Tillamook County and includes the Nestucca RFPD in its entirety. The western boundary moves south along the Lincoln County coastline to the southern boundary of the North Lincoln County Fire Department at the Kernville Bridge. The southern boundary continues due east through Lincoln County across the Polk County line to the Eastern boundary of Southwest Polk Fire District. Continue southeast following the boundary of Southwest Polk County FD to the northwest boundary of Polk County Fire District #1, continue along the Northwest boundary of PCFD #1 west to the Willamette River. On the east side of the Willamette River continue south along the Western boundary of Salem Suburban Fire Protection District to the northwest corner of the Jefferson RFPD. Continue east along the northern boundary of Jefferson RFPD to its intersection with the Stayton Fire District western boundary. Follow the Stayton FD boundary south then east. Continue along the southern boundaries of Mill City RFPD and Gates RFPD to its intersection with Highway 22. Continue south on Highway 22 to the Hwy 20 junction. Follow Hwy 20 east to the Linn/Jefferson county line. Follow the Jefferson county line south to the Jefferson and Deschutes county line. Follow the Western border of Deschutes county south to Horse Lake trail - FT3515 (Latitude 44.038 longitude 121.834.) Continue due east to the intersection of Cascade Lakes Highway (Highway 372) and Foot Trail 12. Follow Cascade Lakes Hwy to Bend city limits/ Bend rural fire district limits. Follow the Bend Rural FD line south, then east until it intersects Hwy 20. Follow Hwy 20 south to Forest Rd 6521. (MP 17.4) East on FR6521 to the Crook/Deschutes County line. Continue east along the Crook/Deschutes County line to the Harney County line. At the Harney county line continue north and east on the Harney/Crook county line; continue North on the Crook/Grant county line to the Wheeler county line. Follow the Southern edge of the Crook/Wheeler county line west to the Jefferson county line. Follow the Crook/Jefferson county line west, continuing west along the Jefferson/Deschutes county line to the eastern boundary of the Sisters-Camp Sherman Rural Fire Protection District. Follow the Sisters-Camp Sherman RFPD boundary north to the southern boundary of the Warm Springs Indian Reservation. Follow the Southern edge of the Warm Springs Indian Reservation boundary east to the Marion/ Jefferson county line. Follow the Marion/Jefferson county line North to the Marion/Wasco county line and continue North to the Marion/Clackamas county line. Follow the northern border of Marion County to Hwy 211, to the Eastern border of the Woodburn Rural Fire Protection District. Follow the Eastern and Northern Woodburn RFPD to Highway 219. Follow Highway 219 to the eastern boundary of St. Paul RFPD. Continue south along the eastern boundaries of St. Paul RFPD and Woodburn Fire District Boundary continues west following the Southern boundaries of Dayton FD, west along the northern boundaries of Amity Fire District, Sheridan Fire District and Willamina Fire District to the eastern boundary of Nestucca RFPD. Follow the Northern edge of the Nestucca RFPD to the Pacific coastline.

**EXHIBIT B**

**INVENTORY OF  
OSFM-Provided EQUIPMENT FOR RHMERT  
As of June 2019**

<b>COMPUTER SOFTWARE</b>			
<b>Item Name</b>	<b>OSFM ID TAG #</b>	<b>Serial #</b>	<b>Model #</b>
APPLE IPAD 32G WITH CELLULAR CAPABLE OPTIONS, LIFE PROOF CASE WITH HAND STRAP, HDMI ADAPTER - AV ADAPTER	25700-06970	DMPKF8PPF18W	MD523LL/A
<b>DECONTAMINATION EQUIPMENT</b>			
<b>Item Name</b>	<b>OSFM ID TAG #</b>	<b>Serial #</b>	<b>Model #</b>
Wand, Hand-held Shower (3 ct.)	N/A		
<b>DETECTION EQUIPMENT</b>			
<b>Item Name</b>	<b>OSFM ID TAG #</b>	<b>Serial #</b>	<b>Model #</b>
Dosimeter, Dositec	25700-04372	250516	L36
Dosimeter, Dositec	25700-04373	250517	L36
Dosimeter, Dositec	25700-04374	250518	L36
Dosimeter, Dositec	25700-04375	250519	L36
KIT, Dräger CDS HazMat Draw-Tube	25700-04992	CDS KIT	
Kit, Explosives Detection (DropEx)	N/A		
Meter; Earth/Ground Resistance Test	25700-06308	090609/4131	DET3TD
MINIRAE SYSTEM 3000 PID W/ 106.EV LAMP, RECHARGEABLE BATTERY, WIRELESS, ACCESSORY KIT WITH GAS AND REGULATOR	25700-06738	592-909957	
MULTI RAE LITE WIRELESS PORTABLE, ONE TO SIX GAS CONFINED SPACE MONITOR	25700-06725	MAB3Z054Q4	
MultiRAE Lite	25700-08615	M01CA07410	
MultiRAE Lite	25700-08616	M01CA07400	
MultiRAE 2 Cradle	25700-08566	T023002198	
ToxiRAE Cradle	25700-08781	T025000635	
AutoRAE 2 Controller	25700-08579	T021001669	
Echo View Host	25700-08631	F043001141	
Ultra Rae 3000	25700-07279	596908544	
Ultra Rae 3000 Charging Cradle	25700-08782	166U2W1933	
Calibration Cradle for PID	25700-07306	T027000694	
Calibration Cradle for PID	25700-07305	T027000707	
Drager X-Act 5000 Kit	25700-07321	ARJM-0144	

ToxiRae C001	25700-08783	G024001633	
ToxiRae C002	25700-08784	G024001G27	
Ludlum	25700-04437		2401-EC2A
Ludlum	25700-04436		2401-EC2A
Ludlum	25700-04438		2401-EC2A
Ludlum	25700-04481		2401-D
Ludlum	25700-04482		2401-D
Ludlum	25700-04483		2401-D
HazMat ID	25700-07181	005090804A	023-1005

Raid 5 Kits (3) - Exp Kit 6/30/2020 Exp Swab  
3/31/22

### COMMUNICATIONS

Item Name	OSFM ID TAG #	Serial #	Model #
Antenna, Receiver and Controller (EntryLink)	25700-05498	EL3-RXA & C	SC-EL-N
Camera, EntryLink Wireless Video	25700-05497	EL3-240	SC-EL-N
Camera, Thermal Imaging, Flir	25700-08646	72212824	K65
HP Desktop Z420	25700-07127	2UA4032L48	
HP OfficeJet Printer	25700-06459		
Computer, Panasonic Toughbook Laptop	25700-07114	7GKSA48701	CF-30
Holster, Portable Radio (10 ea.)	CMC Rescue		
Interface, CavCom Push-to-Talk, Portable Radio	25700-06786	N/A	OMNI HazMat
Interface, CavCom Push-to-Talk, Portable Radio	25700-06787	N/A	OMNI HazMat
Interface, CavCom Push-to-Talk, Portable Radio	25700-06788	N/A	OMNI HazMat
Interface, CavCom Push-to-Talk, Portable Radio	25700-06789	N/A	OMNI HazMat
Phone, Globalstar Satellite	11601169334	254-241-1053	
Phone, Globalstar Satellite Docking Station	AA008804		
Phone, Globalstar Satellite Batteries - 11/2018 1yr warranty (1)		17-A48833	
Port Replicator; Panasonic Laptop	25700-06473	0GTYA28570	
Radio, Motorola VHF Portable			
Radio, Motorola VHF Portable			
Radio, Motorola VHF Portable			
Radio, Motorola VHF Portable			
Radio, Motorola VHF Portable			
Radio, Motorola VHF Portable			
Radio, Motorola VHF Portable			
Radio, Motorola VHF Portable			
Router, Cisco-Linksys Wireless-G Broadband			WRT54G2
Satellite, Moto Sat J1	25700-07177		

Tripod, Antenna & Mast	25700-05499		SC-EL-N
TV, Apple	25700-08733	DY3VN06FJG2X	
TV, LG	25700-07182	009FXTCO4465	
TV, Samsung Electronics 32in 720p LED	25700-08734		UN32J4001
Weather Station, Mobile Wireless	25700-05258		

**LEAK CONTROL EQUIPMENT**

Item Name	OSFM ID TAG #	Serial #	Model #
RAILROAD TANK CAR GAUGE KIT	25700-06983		
Chlorine Kit "A"		A-9597	
Chlorine Kit "B"		B-10018	
Chlorine Kit "C"		C-3019	
Kit C-2 (with Standard Tools) Pipe Patching Kit	25700-08815		
Midland Kit	25700-08785		

**LIBRARY RESOURCES**

Item Name	OSFM ID TAG #	Serial #	Model #
Guide, OSFM's Hazmat Team's Reference - Monitor Guide Book			

**MISC EQUIPMENT**

Item Name	OSFM ID TAG #	Serial #	Model #
Bench, 4 seat Sideline folding	25700-06453	N/A	
Bench, 4 seat Sideline folding	25700-06454	N/A	
Bench, 4 seat Sideline folding	25700-06455	N/A	
Bench, 4 seat Sideline folding	25700-06456	N/A	
Board, Dry Erase w/easel	25700-05522	N/A	
Cart, 4 Wheel (with bed liner)			
Cart, 4 Wheel Platform (30 " x 60")			
Chairs, Folding Travel - 6 ea			
Cord, 100' extension w/wind-up reel (2 ea.)	N/A		
Ladder, 2' Werner Aluminum Platform			
Ladder, 4' Step	300# Cap		
Lantern, Streamlite Fire Vulcan w/charge	51562		Fire Vulcan
Lantern, Streamlite Fire Vulcan w/charge	51574		Fire Vulcan
Straps, Ratchet (20 ct)			2350-12-WH
Tables, Folding Banquet 6'			
Tripod, SunPac Ultra	25700-05617	757B	
Tripod, Telescoping Sensor (w/carrying bag)	25700-04819		Pegasus EX

**PERSONAL PROTECTIVE EQUIPMENT**

Item Name	OSFM ID TAG #	Serial #	Model #
Devices, Personal Floatation (PFD) (6)			

Kit, DuPont Pressure Test (Level "A" Suit)	990810		
Kit, TrellChem Suit Repair & UniAdapter Fitting	25700-06331		
Suit, TrellChem VPS Flash Chemical, 3XL	25700-06320	7005481	VPS/VP1
Suit, TrellChem VPS Flash Chemical, L Training Suit	25700-06321	7005482	VPS/VP1
Suit, TrellChem VPS Flash Chemical, L Training Suit	25700-06322	7005483	VPS/VP1
Suit, TrellChem VPS Flash Chemical, L Training Suit	25700-06323	7005484	VPS/VP1
Suit, TrellChem VPS Flash Chemical, L Training Suit	25700-06324	7005485	VPS/VP1
Suit, TrellChem VPS Flash Chemical, XL	25700-06325	7005491	VPS/VP1
Suit, TrellChem VPS Flash Chemical, XXL	25700-06326	7005493	VPS/VP1
Suit, TrellChem VPS Flash Chemical, XXL	25700-06327	7005494	VPS/VP1
Suit, TrellChem VPS Flash Chemical, XXL	25700-06328	7005495	VPS/VP1
Suit, TrellChem VPS Flash Level A Suit, L		1010514-18	VPS/VP1
Suit, TrellChem VPS Flash Level A Suit, L		1010512-18	VPS/VP1
Suit, TrellChem VPS Flash Level A Suit, L		1010513-18	VPS/VP1
Suit, TrellChem VPS Flash Level A Suit, L		1009877-18	VPS/VP1
Suit, Scott Compatible Regulating Valve and Airline Pass Through			
Suit, Scott Compatible Regulating Valve and Airline Pass Through			
Suit, Scott Compatible Regulating Valve and Airline Pass Through			
Suit, Scott Compatible Regulating Valve and Airline Pass Through			
Suit, Kappler Level B, Decon, L/XL			
Suit, Kappler Level B, Decon, L/XL			
Suit, Kappler Level B, Decon, L/XL			
Suit, Kappler Level B, Decon, L/XL			
Suit, Kappler Level B, Decon, 2X/3X			
Suit, Kappler Level B, Decon, 2X/3X			
Garments, Class II Lion Suits, L		7702611833	MT94
Garments, Class II Lion Suits, L		7702611973	MT94
Garments, Class II Lion Suits, XL		7702612253	MT94
Garments, Class II Lion Suits, XL		7702612193	MT94
Garments, Class II Lion Suits, XL		7702612533	MT94
Garments, Class II Lion Suits, XL		7702612313	MT94
Garments, Class II Lion Suits, 2XL		7702612713	MT94
Garments, Class II Lion Suits, 2XL		7702612703	MT94
Vests, Incident Comand - w/ID Cards - 1 set			



**TOOLS**

<b>Item Name</b>	<b>OSFM ID TAG #</b>	<b>Serial #</b>	<b>Model #</b>
Drill Motor, Porter Cable 18v Cordless	25700-07184		
Stapler/Tacker, Arrow Hammer Style	T50		
Tool Chest, Sears 26", 6 drawer (red/black)	62020		
Hammer, Dead Blow			

**VEHICLE**

<b>Item Name</b>	<b>OSFM ID TAG #</b>	<b>Serial #</b>	<b>Model #</b>
Trailer, 2010 Charmac 36 ft 5th-Wheel Cargo	E249645	4RYC28206BT110893	
Trailer, 7 x 16 Wells Cargo Wagon	E238022	1WC200G2974064602	
Truck, 2007 Chevy Suburban 3/4 4x4	E238020	3GNGK26K77G299674	
Truck, 2011 International - Navistar Cab/Chassis	E249644	1HTMKAZN1BH375225	DT4400

**EXHIBIT C**

**FUNDING AVAILABLE FOR THE OSFM TO PURCHASE AND MAINTAIN  
OSFM-PROVIDED EQUIPMENT FOR RHMERT  
2019-2021 Biennium Funding**

**Funding Available for the OSFM to  
Purchase and Maintain OSFM-Provided Equipment.....\$16,000.00**

Vehicle(s) and Equipment Loans. The OSFM agrees to loan to the RHMERT the OSFM-Provided Equipment specified in Exhibit "B" of this Agreement. Replacement of OSFM-Provided Equipment, including but not limited to capital equipment, expendable items, PPE, and other equipment, will be provided as necessary by prior approval of OSFM, pursuant to Section 3.4 and OSFM's approved purchasing process.

The OSFM encourages Contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

OSFM-Provided PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021, all applicable provisions of ORS chapters 279A and 279B, and Contractor's own procurement ordinances, codes, rules and regulations.

**EXHIBIT D**

**SPECIALIZED TRAINING FOR RHMERT  
2019-2021 Biennium Funding**

Funds for approved Technician level specialized training are available under this Agreement as follows:

**Funding Available for Specialized Training for RHMERT .....\$52,782.70**

Funding is calculated by **23** team members x \$2,294.90. It is not the intent of the OSFM for each team member to receive or be limited to \$2,294.90. Reimbursement for training cost during 2019-2021 biennium is not to exceed \$52,782.70 for the RHMERT.

The OSFM will provide funding for advanced training and education to Contractor’s RHMERT Members as specified in this exhibit if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations and be approved by OSFM. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses at the rates specified in Section 30 of this Agreement utilizing funds in this exhibit to pay for all above mentioned expenses.

Contractor may elect to use up to 100% of funding available in this exhibit for the reimbursement of personnel costs incurred as a result of RHMERT employees attending advanced training. OSFM will track how money is spent, and see if it is feasible to continue allowing 100% of funding available in this exhibit for the reimbursement of personnel costs in future contracts.

On a case by case basis, additional specialized training funds may be available for new team members to attend Technician Weeks 1 – 4.

**EXHIBIT E**

**MEDICAL SURVEILLANCE FOR RHMERT  
2019-2021 Biennium Funding**

Funds for approved medical surveillance exams are available for Contractor’s RHMERT Members under this Agreement as follows:

Up to **23** of Contractor’s RHMERT Members may receive medical surveillance exam(s), up to a maximum cost of \$756.39 per person. Total Medical Surveillance examinations for all members of the RHMERT shall not exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 2019-2021 biennium. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$756.39 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

<b>Funding Available for Medical Surveillance Exams for RHMERT</b>	
<b>Not to Exceed.....</b>	<b>\$17,396.97</b>

**EXHIBIT F**

**Extraordinary Response Cost Fee Schedule – Part I  
2019-2021**

**SECTION 1: Extraordinary Response Costs Reimbursed to Contractor**

Pursuant to Section 4 of this Agreement, OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for OSFM-approved extraordinary response costs incurred by Contractor in response to a hazardous materials incident at the following rates:

<b><u>Item</u></b>	<b><u>Cost</u></b>
OSFM-owned Cellular.....	\$50.00 per incident per phone (SMR)
Mobile and Specialized Mobile Radio .....	Actual Replacement Expense
Contractor-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident .....	Actual Replacement Expense
Contractor-owned Materials and Supplies.....	Actual Replacement Expense
Exposure Medical Exam.....	Actual Expense
RHMERT Operations Rehabilitation Costs .....	Actual Expense
Rental of equipment or materials by Contractor.....	Actual Expense

Any Contractor-owned vehicles and apparatus used during a RHMERT Operation not listed above will be charged at a rate identified in the OSFM State Mobilization Plan under Equipment Rates, available for review on OSFM’s website.

Source of replacement materials and supplies may be selected by Contractor.

**EXHIBIT F (cont'd)**

**SECTION 2: Extraordinary Response Costs Not Reimbursed to Contractor**

OSFM shall not pay compensation to Contractor for the following non-reimbursed extraordinary response costs, but OSFM will seek compensation from the Responsible Person(s) for Contractor's use of OSFM-Provided Equipment, and other extraordinary response costs incurred in response to a Hazardous Materials Incident at the following rates:

<b><u>Item</u></b>	<b><u>Cost</u></b>
Use of OSFM-owned or provided HM Heavy-Duty Response Vehicle .....	\$210.00 per hour
Use of OSFM-owned or provided HM Initial Response Vehicle and Trailer .....	\$130.00 per hour
Repair or replacement of OSFM-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident .....	Actual Replacement Expense
OSFM-owned or provided Materials and Supplies .....	Actual Replacement Expense
Exposure Medical Exam .....	Actual Expense
Rental of equipment or materials by OSFM.....	Actual Expense

Source of replacement materials and supplies shall be selected by the OSFM.

**Other Associated Costs**

A response to a hazardous materials incident may incur other extraordinary response costs which cannot be anticipated. These costs may include, but are not limited to, replacement and repair costs for damaged or expended equipment and supplies. OSFM shall seek compensation from the Responsible Person(s) for these other associated extraordinary response costs on an actual cost basis.

**EXHIBIT G****Extraordinary Response Cost Fee Schedule – Part II****COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL  
2019-2021**

OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for Contractor personnel utilized in response to a hazardous materials Incident at the following rates:

<b><u>Personnel Category</u></b>	<b><u>Hourly Rate</u></b>
HazMat Team Member – Non Officer/Firefighter – Straight Time	\$71.20
HazMat Team Member – Non Officer/Firefighter – Overtime	\$84.04
HazMat Team Member – Non Officer/Engineer – Straight Time	\$72.98
HazMat Team Member – Non Officer/Engineer – Overtime	\$86.34
HazMat Team Member – Officer/Environ. Compliance Spec. – Straight Time – 19-20	\$79.99
HazMat Team Member – Officer/Environ. Compliance Spec. – Overtime – 19-20	\$93.03
HazMat Team Member – Officer/Environ. Compliance Spec. – Straight Time – 20-21	\$81.45
HazMat Team Member – Officer/Environ. Compliance Spec. – Overtime – 20-21	\$95.17
HazMat Team Member – Officer/Captain – Straight Time	\$77.99
HazMat Team Member – Officer/Captain – Overtime	\$93.65
HazMat Team Member – Officer/Battalion Chief – Straight Time	\$86.58
HazMat Team Member – Officer/Battalion Chief – Overtime	\$106.17

All other support personnel at actual costs.

**EXHIBIT G (cont'd)**Hourly Personnel Response Rate  
Calculation Worksheets**NON-OFFICER**

## Firefighter – Straight Time

NOTE: Base Hourly Rate/Non-Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is not an officer.

<b>BASE SALARY</b>	\$ 33.21
Base hourly rate 33.21 =	
<b>INSURANCE/BENEFITS</b>	\$ 8.88
Premium paid per month $1973.39 \div 222.333$ hours worked per month =	
<b>PERS</b>	\$ 9.63
Employer contribution paid per month $2141.81 \div 222.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.33
Hourly rate $33.21 \times 0.04$ =	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.54
Hourly rate $33.21 \times 7.65\%$ =	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.03
Hourly rate $33.21 \times 0.001$ =	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 71.20

\* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.



**EXHIBIT G (cont'd)**Hourly Personnel Response Rate  
Calculation Worksheets**NON-OFFICER**

## Firefighter – Overtime

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

<b>BASE SALARY</b>	\$ 49.82
Base hourly rate $33.21 \times 1.5 =$	
<b>PERS</b>	\$ 14.45
Employer contribution paid per month $3212.71 \div 222.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.33
Hourly rate $33.21 \times 0.04 =$	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.54
Hourly rate $33.21 \times 7.65 \% =$	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.29
Hourly rate $33.21 \times 0.001 =$	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.03
Hourly rate $0 \times 0.00 \% =$	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 84.04

\*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**Hourly Personnel Response Rate  
Calculation Worksheets**NON-OFFICER**

Engineer – Straight Time

NOTE: Base Hourly Rate/Non-Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is not an officer.

<b>BASE SALARY</b>	\$ 34.47
Base hourly rate 34.47 =	
<b>INSURANCE/BENEFITS</b>	\$ 8.88
Premium paid per month $1973.39 \div 222.333$ hours worked per month =	
<b>PERS</b>	\$ 10.00
Employer contribution paid per month $2223.07 \div 222.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.38
Hourly rate $34.47 \times 0.04$ =	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.64
Hourly rate $34.47 \times 7.65\%$ =	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.03
Hourly rate $34.47 \times 0.001$ =	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 72.98

\* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**Hourly Personnel Response Rate  
Calculation Worksheets**NON-OFFICER**

## Engineer – Overtime

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

<b>BASE SALARY</b>	\$ 51.71
Base hourly rate $34.47 \times 1.5 =$	
<b>PERS</b>	\$ 15.00
Employer contribution paid per month $3334.60 \div 222.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.38
Hourly rate $34.47 \times 0.04 =$	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.64
Hourly rate $34.47 \times 7.65 \% =$	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.03
Hourly rate $34.47 \times 0.001 =$	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 86.34

\*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**Hourly Personnel Response Rate  
Calculation Worksheet**OFFICER**

Environmental Compliance Specialist 19-20 – Straight Time

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

<b>BASE SALARY</b>	\$ 35.60
Base hourly rate 35.60 =	
<b>INSURANCE/BENEFITS</b>	\$ 11.38
Premium paid per month $1973.39 \div 173.333$ hours worked per month =	
<b>PERS</b>	\$ 13.25
Employer contribution paid per month $2295.95 \div 173.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.42
Hourly rate $35.60 \times 0.04$ =	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.72
Hourly rate $35.60 \times 7.65\%$ =	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.04
Hourly rate $35.60 \times 0.001$ =	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 79.99

\* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**  
**Hourly Personnel Response Rate**  
**Calculation Worksheet**

**OFFICER**

Environmental Compliance Specialist 19-20 – Overtime

NOTE: Base Hourly Rate/Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is an officer.

<b>BASE SALARY</b>	\$ 53.40
Base hourly rate $35.60 \times 1.5 =$	
<b>PERS</b>	\$ 19.87
Employer contribution paid per month $3443.92 \div 173.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.42
Hourly rate $35.60 \times 0.04 =$	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.72
Hourly rate $35.60 \times 7.65 \% =$	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.04
Hourly rate $35.60 \times 0.001 =$	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 93.03

\*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**Hourly Personnel Response Rate  
Calculation Worksheet**OFFICER**

Environmental Compliance Specialist 20-21 – Straight Time

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

<b>BASE SALARY</b>	\$ 36.58
Base hourly rate 36.58 =	
<b>INSURANCE/BENEFITS</b>	\$ 11.38
Premium paid per month $1973.39 \div 173.333$ hours worked per month =	
<b>PERS</b>	\$ 13.61
Employer contribution paid per month $2359.15 \div 173.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.46
Hourly rate $36.58 \times 0.04 =$	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.80
Hourly rate $36.58 \times 7.65 \% =$	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.04
Hourly rate $36.58 \times 0.001 =$	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 81.45

\* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**  
**Hourly Personnel Response Rate**  
**Calculation Worksheet**

**OFFICER**

Environmental Compliance Specialist 20-21 – Overtime

NOTE: Base Hourly Rate/Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is an officer.

<b>BASE SALARY</b>	\$ 54.87
Base hourly rate $36.58 \times 1.5 =$	
<b>PERS</b>	\$ 20.42
Employer contribution paid per month $3538.72 \div 173.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.46
Hourly rate $36.58 \times 0.04 =$	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.80
Hourly rate $36.58 \times 7.65 \% =$	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.04
Hourly rate $36.58 \times 0.001 =$	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 95.17

\*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**Hourly Personnel Response Rate  
Calculation Worksheet**OFFICER**

Captain – Straight Time

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

<b>BASE SALARY</b>	\$ 38.03
Base hourly rate 38.03 =	
<b>INSURANCE/BENEFITS</b>	\$ 8.88
Premium paid per month $1973.39 \div 222.333$ hours worked per month =	
<b>PERS</b>	\$ 11.03
Employer contribution paid per month $2452.66 \div 222.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.52
Hourly rate $38.03 \times 0.04$ =	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.91
Hourly rate $38.03 \times 7.65\%$ =	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.04
Hourly rate $38.03 \times 0.001$ =	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 77.99

\* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.



**EXHIBIT G (cont'd)**  
**Hourly Personnel Response Rate**  
**Calculation Worksheet**

**OFFICER**  
**Captain – Overtime**

NOTE: Base Hourly Rate/Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is an officer.

<b>BASE SALARY</b>	\$ 57.05
Base hourly rate $38.03 \times 1.5 =$	
<b>PERS</b>	\$ 16.55
Employer contribution paid per month $3679.00 \div 222.333$ hours worked per month	
<b>WORKERS COMP INSURANCE</b>	\$ 1.52
Hourly rate $38.03 \times 0.04 =$	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 2.91
Hourly rate $38.03 \times 7.65 \% =$	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.04
Hourly rate $38.03 \times 0.001 =$	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00 \% =$	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 93.65

\*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**Hourly Personnel Response Rate  
Calculation Worksheet**OFFICER**

Battalion Chief – Straight Time

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

<b>BASE SALARY</b>	\$ 44.13
Base hourly rate 44.13 =	
<b>INSURANCE/BENEFITS</b>	\$ 8.88
Premium paid per month $1973.39 \div 222.333$ hours worked per month =	
<b>PERS</b>	\$ 12.80
Employer's contribution paid per month $2846.07 \div 222.333$ hrs worked per month=	
<b>WORKERS COMP INSURANCE</b>	\$ 1.77
Hourly rate $44.13 \times 0.04$ =	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 3.38
Hourly rate $44.13 \times 7.65\%$ =	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.04
Hourly rate $44.13 \times 0.001$ =	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate $0 \times 0.00\%$ =	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 86.58

\* Insurance/Benefits and PERS contribution rates, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT G (cont'd)**  
**Hourly Personnel Response Rate**  
**Calculation Worksheet**

**OFFICER**  
**Battalion Chief – Overtime**

NOTE: Base Hourly Rate/Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is an officer.

<b>BASE SALARY</b>	\$ 66.20
Base hourly rate 44.13 x 1.5 =	
<b>PERS</b>	\$ 19.20
Employer's contribution paid per month 4269.10 ÷ 222.333 hrs worked per month=	
<b>WORKERS COMP INSURANCE</b>	\$ 1.77
Hourly rate 44.13 x 0.04 =	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$ 3.38
Hourly rate 44.13 x 7.65 % =	
<b>TRANSIT DISTRICT TAX**</b>	\$ 0.04
Hourly rate 44.13 x 0.001 =	
<b>UNEMPLOYMENT TAX**</b>	\$ 0.00
Hourly rate 0 x 0.00 % =	
<b>PAYROLL TAX**</b>	\$ 0.00
Hourly rate 0 x 0.00 % =	
<b>RESPONSE AVAILABILITY RATE</b>	\$ 15.5788
<b>TOTAL HOURLY RATE</b>	\$ 106.17

\*PERS contribution rate, if applicable, are calculated if the expense is paid by the employer

\*\* Unemployment, Payroll, and Transit Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**EXHIBIT H**

**FUNDING FOR PROGRAM OUTREACH FOR RHMERT  
2019-2021 Biennium Funding**

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

**Funding Available for RHMERT Program Outreach .....\$10,000.00**

**EXHIBIT I**

**FUNDING FOR SUB-COMMITTEE AND SPECIAL PROJECTS PARTICIPATION FOR  
RHMERT  
2019-2021 Biennium Funding**

Funds for approved sub-committee and special projects participation.

Funds can be used for personnel and backfill costs associated with team members participating on a sub-committee or special project. Associated travel and per diem costs shall also be deducted from this fund.

Funding available in this exhibit for the reimbursement of sub-committee or special projects costs is a pilot project for the 2019-2021 biennium and will be reviewed before the next contract cycle. OSFM will track how money is spent, and see if it is feasible to continue funding this exhibit for future contracts.

**Funding Available for Sub-Committee and Special Projects Participation for RHMERT**  
.....\$5,000.00

**EXHIBIT J****SUMMARY - 2019-2021 BIENNIUM FUNDING AVAILABLE  
FOR STAND-BY COSTS**

<b>Funding Available For OSFM to Purchase And Maintain OSFM-Provided Equipment for RHMERT – 2019-2021 Biennium Funding - (See Exhibit C)</b>	<b>\$16,000.00</b>
<b>Specialized Training for RHMERT –2019-2021 Biennium Funding - (See Exhibit D)</b>	<b>\$52,782.70</b>
<b>Medical Surveillance for RHMERT–2019-2021 Biennium Funding - (See Exhibit E)</b>	<b>\$17,396.97</b>
<b>Funding for Contractor Program Outreach for RHMERT–2019-2021 Biennium Funding – (See Exhibit H)</b>	<b>\$10,000.00</b>
<b>Funding for Contractor Sub-Committee and Special Project Participation for RHMERT– 2019-2021 Biennium Funding (See Exhibit I)</b>	<b>\$5,000.00</b>
<b>Total 2019-2021 Biennium Funding Available for Stand-By Costs for RHMERT<sup>1</sup> .....</b>	<b>\$101,179.67</b>

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<sup>1</sup> This not-to-exceed amount reflects the total compensation for the RHMERT. In the event that the RHMERT consists of multiple contractors, the contractor tasked with Team Administration shall allocate budgeted funds among the contractors in the RHMERT up to, but not in excess of, the amount identified in this Exhibit J.

**EXHIBIT K**

**State Spill Response Revolving Fund**

**2019 -2021 Biennium Funding.....\$300,000.00**

This is the ***Total*** State Spill Revolving Funding limitation available for the 2019-2021 biennium RHMERT services by ***all*** Contracted RHMERTs. This does ***not*** guarantee that any Contractor will be reimbursed for any specific amount from the State Spill Revolving Fund; only that funding in this amount is available for reimbursement of emergency response team costs within any OSFM limitation or appropriation.