

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

PORTLAND REGIONAL HAZMAT TEAM #6

March 31, 1992

June 17, 1992

OFFICE OF
STATE FIRE
MARSHAL

Fire Chief George Monogue
Portland Fire Bureau
55 SW Ash Street
Portland, Oregon 97204

Title: Letter of Agreement

Subject: Regional Hazardous Materials Emergency Response Team Services Agreement

Dear Chief Monogue:

Attached are 7 originals of the agreement for Hazardous Materials Emergency Response Services. The Agreement includes this Letter of Agreement, Contract, Exhibits and Addenda. The Agreement is complete only when these four elements are taken as a whole.

The Agreement is subject to the approval of your governing body as signified by signature of local authorities and their initials to each page incorporated herein. This Agreement is subject to the following conditions:

1. The Portland Regional Hazardous Materials Emergency response Team services Agreement shall have a maximum value of **\$441,676.72** with expenditures as detailed in the Contract and Exhibits. Further, no promise, expressed or implied is hereby made as to the future funding in subsequent biennia as such is subject to legislative approval.
2. The Contractor will operate a hazardous materials emergency response team using the hazmat vehicle supplied by the State.
3. The parties agree that the finer details of the Contractors' services will be specified through administrative rules and Standard Operating Guidelines which will be mutually approved.
4. The term of the Agreement will be from date of last signature through June 30, 1993. It is anticipated that the Agreement for services will be re-negotiated and renewed based on mutually agreeable terms for the 1993-1995 biennium. The parties recognize that future funding is not guaranteed and the services contracted for may need to change. Accordingly, no promises, expressed or implied, are made regarding future funding.



- 5. The Contractor agrees to provide certificates of insurance acceptable to the State's Risk Management Division.
- 6. The Contractor agrees to provide property damage insurance in sufficient amounts to protect the interest of the State while the State's property is on loan to the Contractor.
- 7. The parties agree that the Contractor will provide services to the primary response area as is generally depicted in Exhibit "A" and described in Section 2.1.1 of the Contract.
- 8. Contractor recognizes that no rights or authority arise under this Agreement until a "Notice to Proceed" is issued by the State. A "Notice to Proceed" will be issued by the State only after the Agreement is approved by the Attorney General per ORS 453.388(3) and the Contractor is trained and equipped to respond in accordance with the Agreement requirements.

If the conditions of the Agreement including this Letter of Agreement, Contract, Exhibits and Addenda are satisfactory, please sign and return these 7 original Agreements. Please note the Agreement is not final until signed by all parties listed. Additionally, each page must be initialed by all signatories. Five original Agreements with all signatures will be returned to you.

As a Regional Hazardous Materials Emergency Response Team, you are providing a much needed resource for your community, regional response area and the State. On behalf of State Fire Marshal Everett G. Hall and the citizens of Oregon, congratulations on your continued participation in the statewide hazardous materials emergency response team system.

Sincerely,



Ralph M. Rodia
Chief Deputy State Fire Marshal

pc: Everett G. Hall, State Fire Marshal
Lucinda Moyano, Asst. Attorney General

**CONTRACT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES**

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH
THE OFFICE OF STATE FIRE MARSHAL**

And

CITY OF PORTLAND

**STATE OF OREGON
Barbara Roberts, Governor**

Everett G. Hall, State Fire Marshal

March 31, 1992

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**CONTRACT FOR REGIONAL HAZARDOUS MATERIALS
EMERGENCY RESPONSE TEAM SERVICES**

General Contract Information

1.0 Contract Type: This Agreement is between the State of Oregon, acting by and through the State Fire Marshal (hereinafter "State") and the City of Portland (hereinafter "Contractor") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390.

1.1 Recitals: 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.

The State desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Emergency Response Team, and Contractor desires to be so designated and to enter into this Agreement.

1.2 Contract Term: This Agreement shall be from the date of the last required signature to June 30, 1993. Subject to Legislative approval, future Agreements will be awarded on a biennial basis.

Standard Contract Terms and Conditions

2.0 Definitions:

"Agreement" means this contract, together with Letter of Agreement, Exhibits and Addenda. Exhibits and Addendum include the following:

- Exhibit A - Contractor's Primary Response Area
- Exhibit B - Standard Operating Guideline for Responding (SOG-T002)
- Exhibit C - Equipment and Vehicle Provided
- Exhibit D - Specialized Training Expenses
- Exhibit E - Medical Surveillance
- Exhibit F - Compensation for Vehicles and Apparatus
- Exhibit G - Personnel Cost Reimbursement Schedule
- Exhibit H - Summary of Contract Value
- Exhibit I - Audio-Visual Equipment and Resources

Addendum 1 - Additional Contract Terms

This Agreement constitutes the entire contract between the State and the Contractor.

"Clean-up" means the measures taken after emergency response to permanently remove the hazard from the incident site.

"Contractor" means the local government agency by which the service or services will be performed under this Agreement.

"Emergency Response" means:

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

"Emergency Response Costs" means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all State and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean-up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

"Hazardous Materials" means "hazardous substance" as that term is defined in ORS 453.307(4).

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

"Local Government Agency" means a city, county, special function 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.

"Primary Response Area" means that geographical region where the Contractor is

principally responsible for providing regional hazardous materials emergency response services.

"Regional Hazardous Materials Emergency Response Team" means the designated employees of the Contractor who are expected to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A Regional Hazardous Materials Emergency Response Team operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2.

"Release" shall have the same meaning as that in ORS 465.200(14).

"Responsible Party" means the person(s) responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

"State" means the State of Oregon acting by and through the State Fire Marshal.

"State Spill Response Revolving Fund" means the revolving fund established under ORS 453.390 et seq.

"Team Response Costs" means those Contractor expenses which are expressly allowed under this Agreement and are approved by the State. Team Costs under this Agreement do not include the wide range of emergency response costs associated with hazardous materials emergency, but shall be limited to approved expenses directly related to Regional Hazardous Materials Emergency Response Team operations.

2.1 Statement of Work:

2.1.1 Services to be Provided by Contractor: During the term of this Agreement the Contractor agrees to provide regional hazardous material emergency response team services within the boundaries of Contractor's assigned Primary Response Area described in "Exhibit A" and by this reference incorporated herein. Contractor is hereby designated "HazMat 6".

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from hazardous materials releases which threaten life, property, or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing and analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

Contractor shall not be required to maintain general security and/or safety perimeters at or near sites and vessels, locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

Contractor makes no representations or warranties 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.

2.1.2 Performance Conditions: Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall first receive written approval from the State to proceed with response activities. State approval shall be conditioned upon the Contractor demonstrating to the State that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

Contractor may request in writing to be authorized to operate on a temporary basis using locally owned vehicles and equipment. If the State approves such request, it will do so in writing. In any case, Contractor may not respond under this Agreement until all required signatures have been obtained and the State has issued a written "Notice To Proceed" to Contractor.

2.1.3 Personnel: Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as is necessary to operate within the safety levels of a regional hazardous materials emergency response team. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a hazardous materials response team.

2.1.4 Vehicles and Equipment: Until such time as the State is able to complete its procurement and make the vehicle and equipment loans to Contractor, Contractor may provide such vehicles and equipment as it currently has available as provided in 2.1.2 herein. Routine maintenance of State and local vehicles and equipment shall be the sole responsibility of the Contractor. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the State.

Repairs, other than routine maintenance, to State vehicles and equipment shall be the responsibility of the State. For purposes of this Agreement, routine maintenance means:

A. Apparatus and Vehicles

1. Daily/weekly/monthly checks of vehicle and equipment.
2. Semiannual and/or mileage related lubrication, oil and filter changes.

- 3. Annual tune-up as required for preventive maintenance.
- B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- C. Protective Clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- D. Communications equipment checked regularly.

The Contractor may use State's emergency response vehicles and equipment for Contractor's local use and enjoyment. Under such circumstances the Contractor is liable for major repairs or replacements directly attributable to local response. State vehicles shall meet or exceed all regulatory requirements.

2.1.5 Response Procedures and Limitations: The State recognizes that the obligations of the Contractor in its own jurisdiction are paramount. Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request. If such response request conforms with the State's Hazardous Materials Response Team Standard Operating Guideline regarding Decisions to Respond to Hazardous Materials Incidents, attached as "Exhibit B" and by this reference incorporated herein, then the Contractor may respond on its own order and immediately thereafter notify the State Fire Marshal Hazardous Materials Duty Officer.

If the emergency response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the State Fire Marshal Hazardous Materials Duty Officer who will evaluate the situation and either authorize the Contractor's response or decline the response request.

Right of Refusal: If, on occasion, a response under this Contract would temporarily place an undue burden on the Contractor because Contractor's resources are otherwise limited or unavailable within the Contractor's Primary Response Area, then if prior or immediate notice has been provided to the State Fire Marshal Hazardous Materials Duty Officer, the Contractor may decline a request for a regional emergency response.

2.1.6 Standard Operating Guidelines: Contractor and State agree that regional response team operations will be conducted in accordance with Standard Operating Guidelines that will be mutually approved by the parties to this Agreement.

2.1.7 Administrative Rules: The parties acknowledge that the State will adopt by administrative rule OAR 837, Division 120. a regional hazardous material emergency response system. These rules shall be published and adopted in due course, and upon such adoption, may require modification of the procedures, terms and conditions of this contract. The rules, when adopted, shall not become part of this contract without the agreement of the Contractor.

2.2 Contractor Compensation:

There are two types of Contractor compensation under this Agreement: (1) Stand-by costs, and (2) team response costs. Each of these are discussed more fully below.

2.2.1 Stand-by Costs: Contractor shall be compensated by the State under this Agreement for its State approved stand-by costs. Such stand-by costs include:

Specialized Training Expenses: The State may provide advanced training and education to Contractor's employees. Requests for such training must be approved by the State in advance. All such training must comply with the governmental regulations associated with assigned duties under this Agreement. If training is approved, the State agrees to pay the cost of tuition, per diem/travel expenses at State approved rates, and/or partial personnel replacement costs, up to an average maximum of Three Thousand Dollars (\$3,000) for each current or potential team member up to a total of 30 team members to maintain the team, as described in "Exhibit D" of this Agreement. If funds are available, the State agrees to pay up to an average of an additional Two Thousand Dollars (\$2,000) for personnel replacement costs per team member, up to a total of 30 team members. Where the Contractor demonstrates that its employees already meet or exceed State approved standards, then the allocated training funds shall be authorized for transfer within the Contractor's account. Each team shall be allotted Ten Thousand Dollars (\$10,000) for costs required to coordinate hazardous materials emergency response team functions with local jurisdictions within their Primary Response area. Such costs may include training, personnel costs, and per diem/travel expenses in accordance with the State rates.

Medical Surveillance: The State will provide Baseline, Maintenance and Exit Physicals for each team member, up to a total of 30 team members. Cost will be based on competitive bid for the protocols covered in the State's Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. For budgetary purposes, an average of Four Hundred Dollars (\$400) per team member has been allocated for the period covered by this contract for a total of Twelve Thousand Dollars (\$12,000) as described in "Exhibit E" to this Agreement.

Vehicle(s) and Equipment Loans: The State agrees to purchase and loan the Contractor one or more team vehicles and/or emergency response team equipment as approved in

"Exhibit C" of this Agreement. Where the Contractor has obtained the required equipment listed on the minimum required equipment list, allocated equipment funds may be authorized for transfer within the Contractor's account.

The specific type vehicle and equipment selections are to be mutually agreed upon by the State and the Contractor. The State and Contractor agree that although a primary project goal is to standardize vehicles and equipment on a statewide basis, limited vehicle and equipment substitutions to meet local needs may be made upon mutual approval of the State and the Contractor.

2.2.2 Team Response Costs: Contractor shall be compensated by the State under this Agreement for its State approved Team response costs. Such Team response costs may include, but are not limited to:

Compensation for Vehicle(s) and Apparatus: Where the State has approved the use of Contractor's vehicles and equipment, State shall compensate Contractor at the rates described in "Exhibit F" to this Agreement.

Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are compensable at the rates described in "Exhibit G." Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour period worked.

Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Emergency response purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the State. The Team Leader or authorized Contractor representative will attempt to contact the State Duty Officer for approval of Contractor emergency expenses exceeding \$100. Contractor's claim for reimbursement must clearly document the nature of the purchases and extent of the State's prior verbal approval of Contractor's emergency expenditures. The State reserves the right to deny any payment of unjustifiable Contractor expenditures. The State will provide a One Hundred Dollar (\$100) petty cash fund for each State vehicle. The Contractor is responsible for justifying use of the fund and providing documentation. Fund shall be reconciled every 60 days, and replacement of fund by the State will be based on submission of receipts to the State.

Billing System: Contractor will provide an estimate of team response costs to the State within 10 working days of the response. If the Contractor elects reimbursement they will bill the State for response costs within 30 days of response. The State will not bill responsible parties unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall be on State approved forms and shall contain such documentation as

is necessary to support State's cost-recovery operations and financial audits. The State shall then bill the Responsible Party(s) within 30 days of receipt of Contractor's invoice. State agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables, and personnel costs. In addition, team administrative costs, not to exceed 8% of the Contractor's team response costs, may be billed as part of the emergency costs. Normally Contractor's team response costs shall be collected by the State from the Responsible Party(s) before payment is made to the Contractor. Where payment has not been received by the State within 30 days after the second billing to the Responsible Party(s), then the Contractor's approved team response costs shall be paid to the Contractor from the State Spill Response Revolving Fund. In no case shall the State's payment to the Contractor exceed 63 days after receipt of the Contractor's invoice by State. Thereafter, if the State successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Revolving Fund for the amount previously paid to Contractor and the State's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the State as is reasonable and necessary in order to allow the State to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party(s), then the Contractor shall not be required to reimburse the State for payments previously made.

2.2.3 Interest: If the State fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the State on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if response costs are invoiced by the Contractor on State-approved forms.

2.2.4 Maximum Contract Value: This Agreement shall have a maximum value of \$441,676.72 for stand-by costs. The State certifies that sufficient funds are available and authorized within the State's current appropriation or limitation. The maximum contract value includes those items specified in 2.2.1 and the value of all State-owned vehicles and/or equipment which is to be loaned to the Contractor under this Agreement. The maximum contract value does not, however, include Contractor's team response costs as specified in 2.2.2. Such team response costs shall be limited only by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 et seq.

No additional Contractor compensation shall be paid under this Agreement unless otherwise specifically agreed to by the State and the Contractor, and upon written amendment to this Agreement. State's payments shall be 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. Acceptance

of payment by the Contractor shall operate as a release of the State of all claims by Contractor for reimbursement of team response 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.

2.2.5 Prior Approval: Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by State as set forth in Section 2.1.5. Granting of response approval by the State Fire Marshal Hazardous Materials Duty Officer constitutes the State's agreement to pay Contractor's team response costs from the State Spill Response Revolving Fund if recovery from a responsible party(s) is not possible. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or State expenses.

2.2.6 Spill Response Revolving Fund: If the Spill Response Revolving Fund becomes depleted or fiscally unsound, the State shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement. If Contractor commences an emergency response action subsequent to this notification, Contractor assumes the risk of nonpayment if the State is unable to obtain further funds for the Spill Response Revolving Fund, recover the Contractor's Team response costs from a responsible party or if there is not identifiable responsible party. Contractor shall immediately notify the State Fire Marshal Hazardous Materials Duty Officer of all emergency response activities undertaken pursuant to this Agreement. For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Revolving Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of Contractor receiving the emergency response request.

If after becoming depleted or fiscally unsound additional funds become available in the Spill Response Revolving Fund and Contractor has billed the State as set forth in Section 2.2.2, Contractor shall be reimbursed for any unpaid team response costs.

2.3 Where No Responsible Party Can Be Identified: As previously mentioned in Section 2.2, State agrees to bill the party(s) responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable Responsible Party, or if the Responsible Party is unable to pay, the State agrees to pay Contractor's Team response costs from the State Spill Response Revolving Fund if funds are available and if Contractor has complied with 2.2.5 herein.

2.4 Contractor Status: Contractor certifies it is not an employee of the State of Oregon and is a local government agency(s).

2.5 Retirement System Status: Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be 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.

2.6 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 State. Such written approval will not relieve Contractor of any obligations of this Agreement, and any assignee, transferee or subcontractor shall be considered the agent of Contractor. Except where State expressly approves otherwise, Contractor shall remain liable as between original parties to this Agreement as if no such assignment had occurred.

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

2.8 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 437-02-100(q) and its Appendix B. Contractor specifically agrees that the provisions of ORS 279.312 and 279.316 shall govern performance of this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination.

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

2.10 State Tort Claims Act:

2.10.1 Scope: During operations authorized by this contract, Contractor and members of regional hazardous materials response teams shall be agents of the state and protected and defended from liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a regional hazardous materials emergency response team. Operations also includes advanced training activities provided under this contract to the members of a hazardous materials response team, but does not include travel to and from the training.

2.10.2 Limitations: This Agreement in no way limits a contractor from responding with State vehicles, equipment and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

2.10.3 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
4760 Portland Road N.E.
Salem, Oregon 97305
(503) 931-5732

or

Pagers (503) 370-1488 / (503) 370-3499
(After "beep," enter telephone number to which call should be returned)

Copies of such written reports shall also be sent to:

State Risk Management Division
1225 Ferry Street S.E.
Salem, Oregon 97310

2.11 Indemnification: When acting as other than an agent of the State under this Agreement, and when using State's vehicles, equipment, procedures, or training, 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.

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

2.13 Access to Records: Each party to this contract, 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 three (3) years or longer where required by law.

2.13.1 Confidentiality: Except as otherwise provided by law, each party to this Agreement mutually agrees that they shall not in any way, except as may be required in connection with this Agreement, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract. Any duty under this sub-section shall arise only upon actual and specific notice to the other party that an item is confidential.

2.14 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of State and Contractor.

2.15 Payment of Contractor's 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 State may be held liable, the proper officer(s) representing the State, 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.

2.16 Nondiscrimination: 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 regional response team members.

2.17 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 except as approved and authorized under this Agreement.

2.18 Payment for Medical Care: Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor's employees, except as noted in 2.2.1, Medical Surveillance. Such payment shall be made from all sums which Contractor has agreed to pay for such services and from all sums which Contractor has collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

2.19 Insurance Coverages:

2.19.1 Worker Compensation: Contractor, its subcontractors (if any), and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide

workers' compensation coverage for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the State and Contractor.

2.19.2 Comprehensive or Commercial General Liability: Contractor shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured contractors, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor's general liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) in the aggregate, or the equivalent.

2.19.3 Automobile Liability: Contractor and State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. Auto liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) combined single limit occurrence, or equivalent.

2.19.4 Notice of Cancellation or Change: Contractor and State agree there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew their respective insurance coverages without 30 days' written notice to the other party.

2.19.5 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Agreement, both State and Contractor shall furnish copies of or updates of previously provided Certificates of Insurance, or Certificates of Self-Insurance as the case may be, to each other prior to the beginning of work under this Agreement.

2.19.6 Physical Damage Clause: Contractor agrees to be responsible for any physical damage, ordinary wear and tear excepted, to State-owned vehicle(s) and equipment that is directly attributable to local response, regardless of fault. When acting under State authority, the State will be responsible for physical damage to State-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

2.20 Remedies: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

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

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

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

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

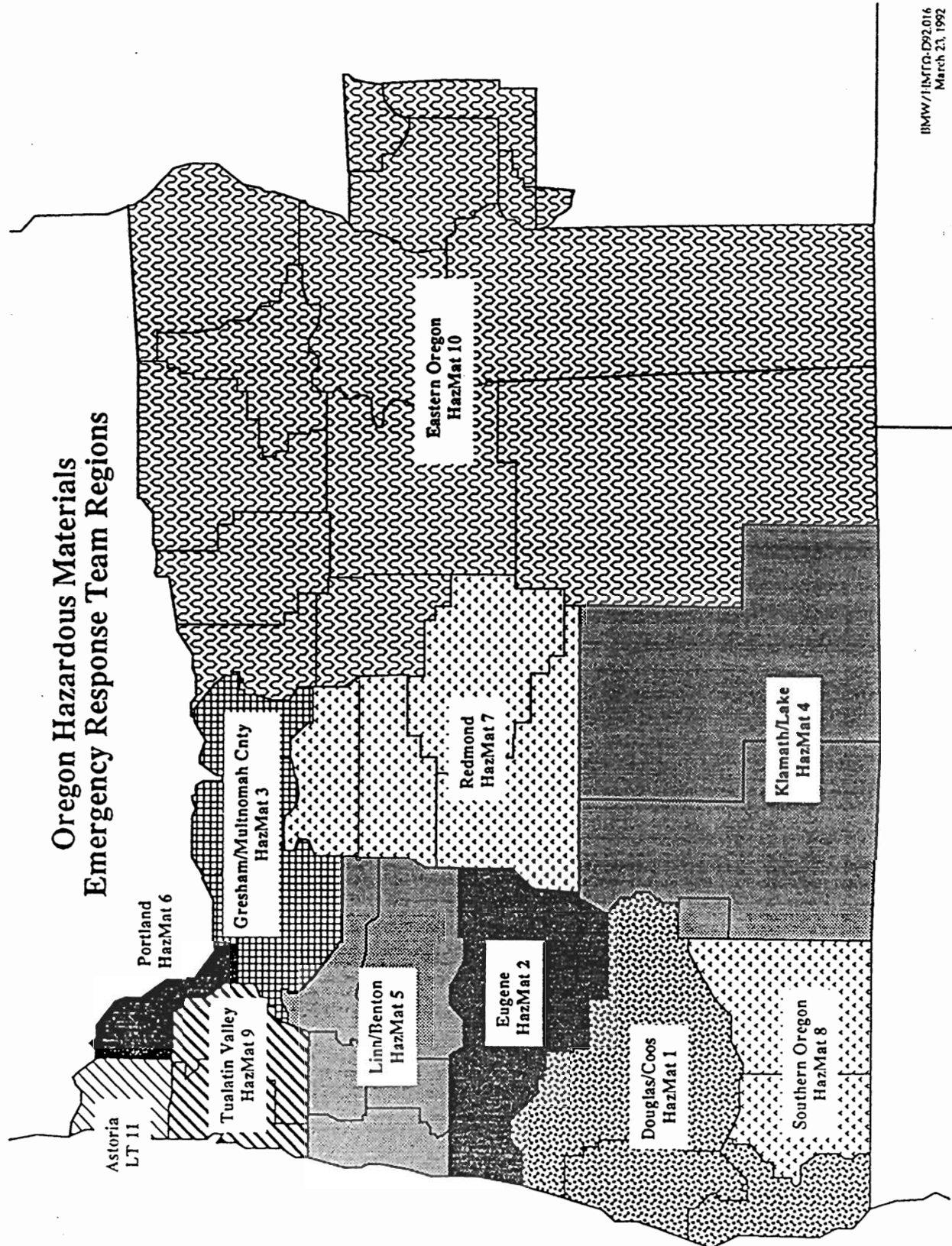
2.21.1 Default: The State or Contractor, by written notice of default (including breach of contract) to the other party, may terminate the whole or any part of this Agreement:

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

2.22 Approval Authority: Contractor representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.

2.23 Insufficient Funds: The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the State to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

EXHIBIT A



HMW/HMTRC-D92.016
March 23, 1992

EXHIBIT B

**OFFICE OF STATE FIRE MARSHAL
HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAMS
STANDARD OPERATING GUIDELINES**

SUBJECT: Decision to Respond to Emergency Hazardous Materials Incidents.	Number: T-002
OBJECTIVE: Provide Guidance and Directions for Making Decisions of Whether to Respond to an Incident.	OSFM Approved: Adoption Date: January 1, 1991 Revision Dates:

I. SCOPE

This guideline applies to those response decisions made by dispatchers, response team leaders and the Office of State Fire Marshal Hazardous Materials (HazMat) Duty Officer. Decisions on automatic responses may be made by dispatchers, response team leaders or the HazMat Duty Officer, depending upon each response team's specific operating procedures.

Decisions based upon using the Decision Matrix may be made only by team leaders and the HazMat Duty Officer.

II. DEFINITIONS

"HazMat Duty Officer" - The individual(s) designated by the State Fire Marshal to authorize the response to hazardous materials incidents and to provide technical assistance, to regional response teams.

"Response Team Leader" - The designated person who, based upon experience and authority, has the ability to evaluate and direct response team activities.

III. GENERAL

Before responding to a hazardous materials incident, a decision will be made whether the situation warrants a team response. Response decisions will be based upon the procedures in this guideline.

- A. If the team leader is unsure of a decision or the process, the State Fire Marshal Duty Officer shall be contacted.
- B. Failure to follow these guidelines in making initial response decisions may result in the denial for reimbursement of team response costs.

IV. STANDING ORDERS FOR AUTOMATIC RESPONSES

Hazardous Materials Emergency Response Teams may automatically respond to any incident or ancillary function involving a hazardous materials spill (or leak), explosion, or injury - or potential thereof - with immediate threat to life, environment, or property.

Specific instances of automatic responses which may present an immediate threat to life, environment, or property include but are not limited to:

- A. A transportation incident involving release or potential release of an identifiable hazardous material.
- B. "Working" drug labs (when requested by the law enforcement agency having jurisdiction).
- C. Hazardous materials incidents at "fixed sites" (e.g., manufacturing facility with known hazards).
- D. An incident with multiple, incapacitated victim(s) of unknown etiology.
- E. A spill or release with known, visible environmental impact (e.g., dead fish, vegetation).
- F. When requested by another state hazardous materials response contract team (e.g., for back up).
- G. When dispatched by the State Fire Marshal.

V. UNAUTHORIZED AND NON-REIMBURSABLE RESPONSES

Unauthorized and non-reimbursable hazardous materials responses include but are not limited to:

- A. Requests for cleanup for a HazMat incident not involving the mitigation of a spill or leak.
- B. Local requests for services not requiring OSHA Technician-level expertise.
- C. Responses solely under local authority (i.e., not responding as a State contract team).
- D. Stand-by time when no emergency situation has occurred.

VI. DECISION MATRIX

In those instances where this guideline does not provide sufficient or specific direction, the Decision Matrix for Hazardous Materials Responses, developed and revised by the State Fire Marshal in Agreement with the Team Advisory Group, will be used. The Decision Matrix and guidelines for its use are attached to this document.

VII. HAZARDOUS MATERIALS DUTY OFFICER CONTACT

When application of this guideline and the Decision Matrix does not produce a clear decision or results in a decision inconsistent with the leader's professional judgment, the State Fire Marshal Hazardous Materials Duty Officer will be consulted. A hazardous materials response team operating under a signed state contract, and making response decisions not covered by this guideline, shall have the concurrence of the State Fire Marshal and the team. If the State Fire Marshal Hazardous Materials Duty Officer cannot be reached by using the established call down procedures, decisions to respond may be made without his/her concurrence.

RIC/SOGT-002 / March 31, 1992

Decision Matrix - Page 1

Hazardous Materials Teams
Incident Response Decision Matrix

Response Decision Criteria

Risks

Rank

Situation Status

What is the size, severity and immediacy of the threat?	L-M-H	1-2-3
Release in progress		
Container/vehicle has been damaged or failure likely		
Conditions are stable		
Minimal or no threat detected		
Unknown (assign a rank of 2)		= <input type="text" value="1"/>

Physical and Chemical/Toxicological Hazards

What dangers does the incident represent?	L-M-H	
Health hazards (acute/chronic)		
Cryogenic/hyperthermal		
Flammable		
Explosive		
Reactive/unstable		
Radioactive		
Other (environment, property, equipment)		
Gas, liquid, or solid?		
Unknown (assign a rank of 2)		

Quantity at Risk

To what degree is the quantity of material a threat?	L-M-H	
≥ 50 gallons, 500 lbs, 200 cubic ft		
< 50 gallons, 500 lbs, 200 cubic ft		
2 millirems/hour to 50 millirems/hour		
≥ 50 millirems/hour		
Unknown quantity (assign a rank of 2)		= <input type="text" value="3"/>

Container Status

What type of breach or release is possible?	L-M-H	
Pressure container compromised		
Potential for disintegration		
Micro/macro cracking		
Open/damaged fittings		
Liquid/Solid container damaged		
Split/tear		
Puncture		
Spill		
Open/damaged fittings		
Unknown (assign a rank of 2)		= <input type="text" value="4"/>

Decision Matrix - Page 2

Response Decision Criteria (continued)

Risks

Rank

Modifying Conditions

<i>To what degree do the location, time, and weather impact the incident ?</i>	L-M-H	1-2-3
<u>Location</u> Metro/urban/rural Population Waterways Roadways, access blockage		= <input style="width: 40px; height: 20px;" type="text" value="5"/>
<u>Time</u> Is time significant ? Is day of week significant ? Is month significant ? Is season significant ?		
<u>Weather</u> Ambient temperature Wind speed/direction Precipitation Air inversion		
<u>Unknown</u> (assign a rank of 2)		

Other Variables

<i>Are there factors having a direct or indirect impact on the incident?</i>	L-M-H	
<u>Political</u>		= <input style="width: 40px; height: 20px;" type="text" value="6"/>
<u>Critical facilities at risk</u>		
<u>Regulatory agency involvement</u> Coast Guard Radiological		
<u>Public perception(s)</u>		
<u>Other</u>		

Total Score: Boxes 1 + 2 + 3 + 4 + 5 + 6 =

	18
	17
Initiate response	16
	15
	14
	13
<hr style="border: 0.5px solid black;"/>	
	12
Refer to SFM	11
Duty Officer	10
	9
	8
<hr style="border: 0.5px solid black;"/>	
No response:	7
provide advice only	6

Find total rank score here

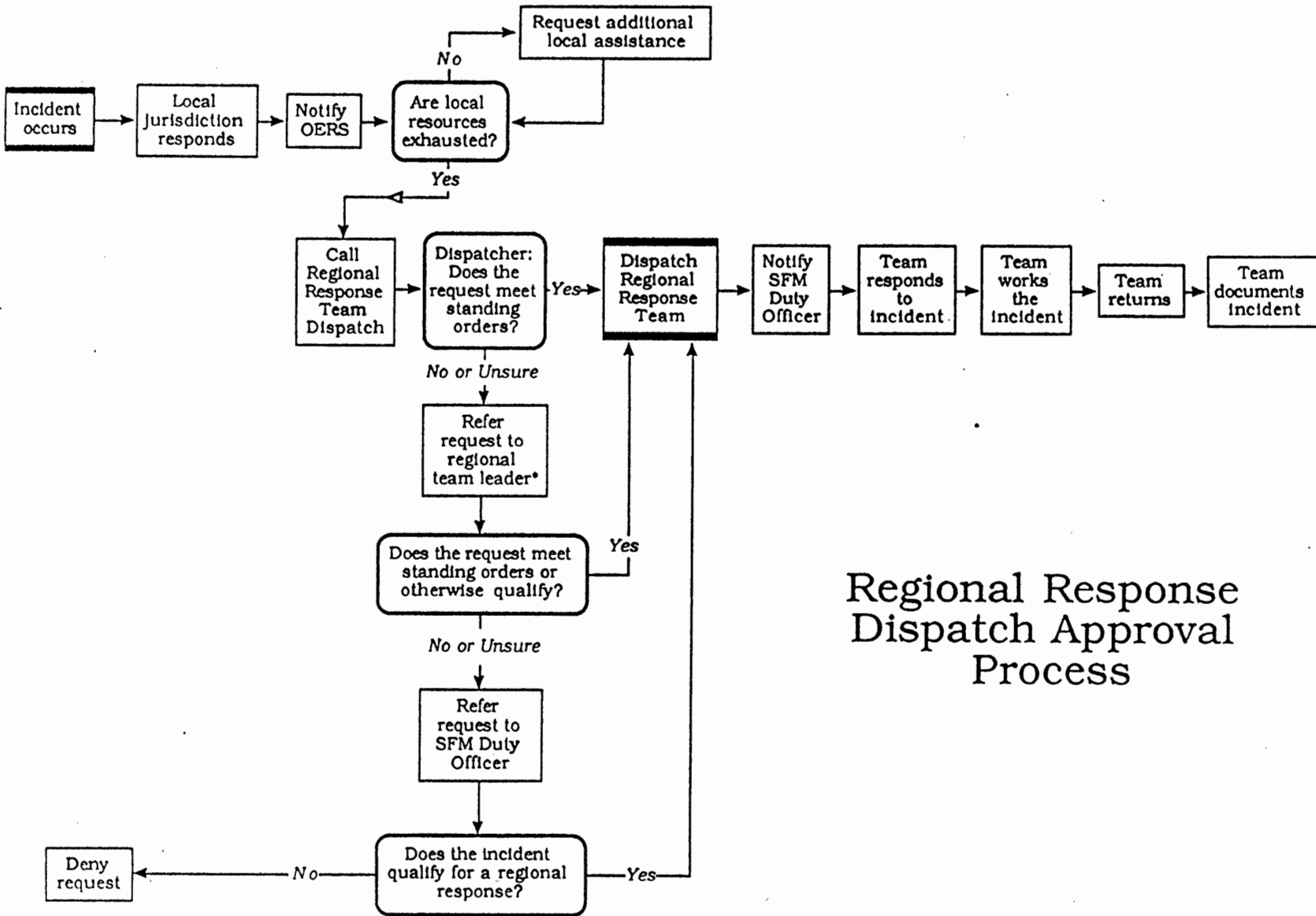
EMERGENCY RESPONSE TEAM CONTACT NUMBERS

Team#	Team Name	Contact	Dispatch	Business	
HM01	Doug/Coos	1Gene Ellis	269-8911	269-1191	
	(Roseburg)	2Keith VanAtta		673-4459	
	(Alternate)	3Cliff Vaniman	440-4471	679-8721	
	(Dist. 2)	4Bill Belding			
	(Roseburg)	5Gary Rose			673-5503
	(Charleston Rural)	Greg Bullock			673-4459
		Duke Groff			888-3268
HM02	Eugene	Larry von Moos	687-5111	687-5516	
HM03	Gresh/Mult	Len Malmquist	232-8135	669-2505	
HM04	Klamath/Lake	Mick Mulvey	884-4876	884-0489	
		John Spradley	1(800) 282-8132	882-7336	
HM05	Linn/Benton	Chuck Harris	928-6911 (Linn)	967-4389	
		Randy Shaw	757-6911 (Benton)	757-6961 757-6984	
HM06	Portland	Bill Henle	232-8135	823-3890 823-3700	
HM07	Redmond	Kent Barnes Carl Johansen Willie Weaver Jim Wilson	548-5921	548-5921	
HM08	So. Oregon	Dan Marshall	776-7206	535-4222	
		William Brickner	776-7206	535-4222	
HM09	Tualatin	Dave Nelson	629-0111	649-8577	
	Batt 2A	John Bartlet Team Vehicle	(Page #2401)		
HM10	East. Oregon				
	Hermiston	Jim Stearns		567-8822	
	LaGrande	Mike Sherman		963-3123	
	Ontario	Mike Subkis		889-7687	
HM11	Astoria	Lane Wintermute		325-2345	
		Leonard Hansen			
		Mike Campbell			

*FAX # IS AT ANOTHER LOCATION—CALL TO VERIFY THEIR ABILITY TO PICK UP FAX

PRIOR TO SENDING FAX

Hazardous Materials Emergency Response Teams Dispatch Approval Process



Regional Response Dispatch Approval Process

* Team Leader has the option of sending a light assessment team or the full team

EXHIBIT C
VEHICLES AND EQUIPMENT LOANS
Equipment Purchased as of 02-26-92

I. LIBRARY	QUANTITY	89/91	91/93
NFPA Fire Protection Guide on Hazardous Materials	1 ea	63.02	
Hawleys Chemical Dictionary	1 ea	49.26	
DOT Guidebook	2 ea	8.00	
GATX Tank Car Manual	1 ea	25.00	
B.O.E. Emergency Handling of Hazardous Materials in Surface Transportation	1 ea	30.00	
Farm Chemical Handbook	1 ea	55.50	
CHRIS Response Methods Handbook			50.00
Firefighters Handbook to Hazardous Material	1 ea	32.77	
American Railroad Emergency Action Guide		237.00	
SAX Manual	1 ea	335.75	
NIOSH (TLVS) Manual	1 ea	5.31	
ACGIH Guidebook (Manual)	1 ea	18.51	
Matheson Gas Book and First Aid	1 ea		60.00
Radiological Health Handbook			
State Clandestine Lab Book - 4th Edition	1 ea	3.50	
Merck Index - 10th Edition	1 ea	29.75	
Firefighter Hazardous Materials Reference Book	1 ea		107.96
Pestline /2 vol	2 ea	311.71	
Handbook of Compressed Gases	1 ea	70.32	
SUBTOTAL		1,271.40	217.96

II. MAPS AND MISC. EQUIPMENT

Binoculars	1 ea	104.00	
Spotting Scope	1 ea	154.65	
Large Maps, Etc...			
Office Supplies			
First Aid Kit		35.36	
Traffic Cones	20 ea	276.00	
Flashing Strobe Lights	4 ea	63.36	
Extra Batteries			
Hand Cleaner			
Hand Held Portable Radios(not yet del to HM6)	8 ea	3988.08	
6 Unit Charger	1 ea	260.00	
Single Unit Charger	2 ea	120.00	
Mobile Telephone			
Plastic Bags			

Regional Hazardous Materials Emergency Response Team Agreement

Qty. 89/91

91/93

Barricade Tape	6 rl	58.20	
Video Camera & Tripod with color TV Monitor	1 ea	1182.00	
35mm Camera	1 ea	107.47	
Polaroid Land Camera	1 ea	67.93	
Flashlights - 2 cell			
4 cell			
Large LightBox			
CB Radio			
Equipment Lines 600 ft/spool			
Drinking Water Container/Ice Chest	1 ea		37.90
Weather Station	1 ea		283.05
Weather Pak	1 ea	5000.00	
Wheel Chocks - (2)	2 ea	30.52	
Hi-energy food/instant hot beverages			
Suit-to suit Communication	8 ea	3450.00	
Hand Truck	1 ea	62.18	
Drum Truck	1 ea	184.95	
Drum Up Ender	1 ea		27.64
Tire Pump - Electric			
Coffee pot			
Pagers			
Cyalume Lights /20 ea of 3 colors	60 ea	87.00	
SUBTOTAL		\$15,231.70	\$348.59

III PROTECTIVE EQUIPMENT

DuraFab Comfort Guard III - 1993	18 ea	3523.50	
Chemtex-Sijal - 1992	30 ea	1503.30	
ChemFab 5000 - 1992	2 ea	2780.00	
Trelleborg - 1991	6 ea	25,890.00	
SCBA/Interspiro	8 ea	27,480.00	
Spare SCBA Tanks	16 ea	14,080.00	
Gloves - Neoprene			
Nitrile			
Butyl			
Viton			
disposable			
Silver Shield,			
PVC			
Leather			
Cryogenic			
Surgical			
Goggles	4 ea	29.04	
Disposable foot covers			
Chemical resistant boots	20 pr	724.00	
Coveralls (disposable) 25/cs	2 cs		140.40
Earplugs			
Full ICS Pack			

Qty.

89/91

91/93

Full firefighting turnouts with Nomex hoods			
Nomex Jumpsuits	24 ea	2413.20	
Hard hats			
Gear Bags	24 ea	666.00	
PASS Device	8 ea	710.32	
SUBTOTAL		\$79,799.36	\$140.40

IV LEAK CONTROL EQUIPMENT

Basic Patch Kit (Essex)			
Chlorine Kit "A"	1 ea	1035.00	
Chlorine Kit "B"	1 ea	1055.00	
Chlorine Kit "C"	1 ea	1145.00	
Absorbent booms/Pads - Carry 2 bdl's each of OilZorb and HazZorb type pads. Booms - have on hand 80' of 8"			
Plug N' Dike - 1 gal pails, Petro Seal and Aqua Seal in tubes, 2 - 50 lb bags of Dryorb			
Aqua Seal - tube			
Dryorb type absorbent - 2/50 lb bags			
Air Bag Systems			
Dome Cover Clamps			
Misc. Leak Control Equipment:			
Assorted plugs			
Assorted fabrics - Butyl, Neoprene and Red Rubber (24 x 24)			
Assorted pipe unions			
Assorted clamps			
Assorted tapes			
Misc.: Silicone, caulk, etc...			
Misc.: O-rings, nuts, bolts			
Lead wool (sheet lead)			
Epoxy kits			
Misc. Footballs, basketballs and tennis balls			
PVC Pipe			
SUBTOTAL		\$3,235.00	

V. TOOLS

Basic 215 piece set	1 set		199.99
Open End/Box End Wrenches - Large	6 ea		74.14
Pliers	1 ea		6.99
Locking Pliers	1 ea		8.79
Arc Joint Pliers	1 ea		14.39
Utility Knife	1 ea		2.69
Putty Knife	1 ea		2.69
Wire Brush	1 ea		1.79
Screwdriver Set	1 ea		10.49
Chisel & Punch Set	1 ea		22.49

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Qty. 89/91

91/93

Drill Index	1 ea		20.99
28 oz straight claw framing hammer			
Sledge Hammer - 8 lb.			
Non-Sparking Tools:			
2 lb maul	1 ea	26.57	
55 gl drum bung wrench (2)	2 ea	54.00	
Dead Blow Hammer	1 ea	25.01	
Scoop Shovel (2) - Aluminum	2 ea	50.00	
Crescent Wrench - 12"	1 ea	60.28	
Pinch Bar - 18"	1 ea	22.95	
Pipe Wrench (2)- 24"	2 ea	264.90	
Pipe Wrench (2) 36"	2 ea	541.40	
Scraper	1 ea	13.95	
Screw Driver - Straight tip, large	1 ea	29.04	
Tool Box	4 ea		79.96
Misc. Air Tools - drill/ 1/2" chuck, hole saw - 3/4"-3" chisel, impact wrench			
Air Hose			
Hand Saw			
Hack Saw	1 ea		8.99
Scissors			
Shovels - roundpoint			
Shovels - squarepoint			
Grounding Equipment/Bonding Equipment - with grounding rod			
Pulaski - (2)			
Axe - pickhead			
Axe - single bit			
Pry Bar - 54"			
Bolt Cutters - 18"			
Crowbar - 24"			
Comealong (pulley)			
Assorted cribbing			
Measuring Wheel			
Measuring Tape - 10'			
Funnels - Misc.			
Rotary Rescue Saw w/blades	1 ea		692.49
Easy-outs/Stud Extractors			
Plastic Milk Crates	5 ea	29.95	
Canvas Tool Bag			
Hydraulic Jack	1 ea		34.99
Aviation Shears - Right, Left, Straight			
SUBTOTAL		\$1,118.07	\$1,181.87

VI DETECTION EQUIPMENT

MSA 261 w/calibration equipment	1 ea	1594.70	
AIM 3000 w/calibration equipment	1 ea	1558.90	202.50
Radiological monitor			

Qty. 89/91 91/93

Sensidyne Detection Kit	1 ea	810.00	
HazCat Kit	1 ea	2063.66	
Refrigerant Detector			
Spil-fyter	1 tube	35.39	
Ammonia and dispenser			
PH Paper			
Sampling containers, assorted			
Drum Sampler			
SUBTOTAL		\$6,062.65	\$202.50

VII SUPPRESSION EQUIPMENT

Foam/25 gl			
Co2 ext. - 20 LB	1 ea	160.30	
Class D Powder			
ABC Dry Chem ext. - 20 lb - 1 ea	1 ea	57.75	
Foam Eductor			
Foam application nozzles			
SUBTOTAL		\$218.05	

VIII CONTAINMENT EQUIPMENT

Neutralizer:			
Soda Ash - 20 lb,			
Lime - 20 lb			
Chlorine Bleach - 4 gl			
Clear Distilled Vinegar - 2 gl			
Visqueen	2 rl	22.68	
Overpack drums (85, 65, 35)			
Lab Packs			
SUBTOTAL		\$22.68	

IV DECONTAMINATION EQUIPMENT

Solution ingredients			
Brushes - Short Handle			
Brushes - Long Handle			
Towels and rags			
16 x 20 Tarps (2) (containment)			
Decontamination Shower			
Emergency eyewash kit-saline solution	1 ea	188.00	
Garden hose with nozzle & adaptor			
Inflatable kiddie pool 25/cs	2 cs		71.88
SUBTOTAL		\$188.00	\$71.88

SPECIAL EQUIPMENT

White Plexiglas board			
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Qty. 89/91 91/93

Plotting Board			
Portable FAX Machine	1 ea		725.00
Microcassette Recorder	2 ea	459.00	
Siphon Pump			
Color Smoke Bombs			
Tracing Dye (Solid and liquid)			
Portable Shelter			
Calculator	1 ea	22.95	
Solar blankets	6 3a	28.80	
Extension Cords - 50 ft,	2 ea	66.40	
Extension Cords - 100 ft	2 ea	120.10	
Porta-Potty - Optional			
SUBTOTAL		\$697.25	\$725.00

MISC. EQUIPMENT - VEHICLE

Macintosh IICI Computer System/Software	1 ea	9520.89	88.00
UPS	1 ea	975.00	
128 Channel Radio- VHF	1 ea	776.78	
128 Channel Radio- UHF	1 ea	834.65	
SUBTOTAL		\$12,107.32	\$88.00

SUBTOTALS:

LIBRARY	\$1,271.40	\$217.96
MAPS & MISC.	\$15,231.70	\$348.59
PROTECTIVE EQUIPMENT	\$79,799.36	\$140.40
LEAK CONTROL EQUIPMENT	\$3,235.00	
TOOLS	\$1,118.07	\$1,181.87
DETECTION EQUIPMENT	\$6,062.65	\$202.50
SUPPRESSION EQUIPMENT	\$218.05	
CONTAINMENT EQUIPMENT	\$22.68	
DECONTAMINATION EQUIPMENT	\$188.00	\$71.88
SPECIAL EQUIPMENT	\$697.25	\$725.00
MISC. EQUIPMENT	<u>\$12,107.32</u>	<u>\$88.00</u>
TOTAL EQUIPMENT PURCHASED 89/91 BIENNIUM	\$119,951.48	
VEHICLE PURCHASED 89/91 BIENNIUM	<u>\$111,854.04</u>	
TOTAL	\$231,805.22	

EQUIPMENT PURCHASED TO DATE-91/93 BIENNIUM \$2,976.20

Estimated Cost of Equipment Remaining to be Purchased
91/93 Biennium

I. LIBRARY

Radiological Health Handbook

II. MAPS AND MISC. EQUIPMENT

Extra Batteries	\$200.00
Hand Cleaner	\$20.00
Mobile Telephone	\$500.00
Plastic Bags	\$50.00
Flashlights	\$200.00
Equipment Lines	\$200.00
Hi-energy food/instant hot beverages - optional	\$50.00
Tire Pump - electric	\$75.00
Stove and coffee pot - optional	\$50.00
SUB TOTAL	\$1345.00

III PROTECTIVE EQUIPMENT

Gloves	\$1800.00
Disposable foot covers	\$270.00
Earplugs	\$30.00
Full firefighting turnouts (1) set per team member - optional	\$18,000.00
Hard hats - 6 per vehicle	\$120.00
SUB TOTAL	\$20,220.00

IV LEAK CONTROL EQUIPMENT

Absorbent booms/Pads	\$550.00
Plugging and Diking Equipment	\$400.00
Dryorb type absorbent - 2/50 lb bags	\$435.00
Air Bag Systems	\$3000.00
Dome Cover Clamps - (6)	\$1100.00
Misc. Leak Control Equipment:	\$800.00
Assorted plugs	
Assorted fabrics - Butyl, Neoprene and Red Rubber (24 x 24)	
Assorted pipe unions	
Assorted clamps	
Assorted tapes	
Misc.: Silicone, caulk, etc...	
Misc.: O-rings, nuts, bolts	
Lead wool (sheet lead)	
Epoxy kits	
Misc. Footballs, basketballs and tennis balls	\$100.00
PVC Pipe	\$50.00
SUB TOTAL	\$6435.00

Regional Hazardous Materials Emergency Response Team Agreement

V. TOOLS

Misc. Air Tools	\$250.00
Air Hose, with regulator/spare bottle	\$275.00
Misc. Saws - Hand Saw	\$50.00
Scissors	\$10.00
Shovels - 2 ea, roundpoint and squarepoint	\$75.00
Grounding Equipment/Bonding Equipment	\$75.00
Pulaski - (2)	\$60.00
Axes - pickhead and single bit	\$55.00
Pry Bar - 54"	\$25.00
Bolt Cutters - 18"	\$65.00
Crowbar - 24"	\$50.00
Comealong (pulley)	\$100.00
Assorted cribbing	\$50.00
Measuring Wheel	\$40.00
Easy-outs/Stud Extractors	\$30.00
Canvas Tool Bag	\$80.00
Aviation Shears - Right, Left, Straight	\$40.00
SUB TOTAL	\$1330.00

VI DETECTION EQUIPMENT

Spil-fyter	\$100.00
Ammonia and dispenser	\$10.00
PH Paper	\$15.00
Plastic and glass Sampling containers	\$50.00
Drum Sampler	\$185.00
SUB TOTAL	\$360.00

VII SUPPRESSION EQUIPMENT

Foam/Vapor Suppression - 25 gl	\$500.00
Class D Powder	\$145.00
Foam Eductor	\$325.00
Foam application nozzles	\$125.00
SUB TOTAL	\$1095.00

VIII CONTAINMENT EQUIPMENT

Small quantities of neutralizer (approx. 50 lb)	\$75.00
One set of overpack drums (85, 65, 35)	\$250.00
Lab Packs	\$30.00
SUB TOTAL	\$355.00

IV DECONTAMINATION EQUIPMENT

Solution ingredients	\$100.00
Brushes	\$40.00
Towels and rags	\$50.00
Containment pools	\$40.00
Decontamination Shower	\$2000.00
(2) 3/4" x 100' garden hose with nozzle & adaptor	\$80.00
SUB TOTAL	\$2310.00

SPECIAL EQUIPMENT

White Plexiglas board with grease pencil - 8 1/2 x 11	\$15.00
Plotting Board	\$50.00
Siphon Pump	\$100.00
Tracing Dye (Solid and liquid)	\$50.00
Portable Shelter, tent - Optional	\$1000.00
Porta-Potty - Optional	\$250.00
SUB TOTAL	\$1465.00
TOTAL	\$34,895.00

SOMAC341D

1/8/92

EXHIBIT D

Specialized Training Expenses

Specialized Training Expenses will be provided under this Agreement as follows:

Team Training

30 Personnel at \$3,000 each	\$	90,000
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Personnel Replacement Costs

Personnel replacement costs may be provided,
IF funding is available, as follows:

30 Personnel at \$2,000 each	\$	60,000
------------------------------	----	--------

Local Coordination of Team Functions

Allotment for Coordination of hazardous materials
emergency response team functions with local
jurisdictions within the primary response area.

\$	10,000
----	--------

Total Specialized Training Expenses

Additional Personnel Replacement Costs
(IF funding available)

\$	<u>100,000</u>
\$	<u>60,000</u>

EXHIBIT E

Medical Surveillance

Allocation of funds for Baseline, Maintenance and Exit Physicals for each team member:

30 Personnel at \$400 each **\$ 12,000**

TOTAL MEDICAL SURVEILLANCE **\$ 12,000**

EXHIBIT F

Compensation for Vehicles and Apparatus

State to provide the following compensation for use of Contractor's vehicles and apparatus in response to a hazardous materials incident:

	<u>Rate Per Hour</u>
HazMat Vehicle	\$ 55.00
Non-Disposable Equipment	55.00
Other Fire Equipment	55.00

Other associated costs:

Replacement and/or repair costs for damaged and/or expended equipment and supplies shall be charged on an actual cost basis.

EXHIBIT G

Personnel Expense Reimbursement Schedule

State to provide the following compensation for Contractor's personnel utilized in response to a hazardous materials incident:

	<u>Rate Per Hour</u>
Firefighter	\$ 31.5031
HazMat Firefighter	33.3916
Fire Lieutenant	36.1925
HazMat Lieutenant	38.3640
Fire Captain	41.6214
HazMat Captain	44.1234
Battalion Chief	47.8526
Deputy Chief	50.2454
HazMat Coordinator	56.5244
Lead Mechanic	35.1948
EMT 4	34.0209

EXHIBIT H

Summary of Contract Value

Vehicles and Equipment Loans - (See Exhibit C)

Total Equipment Purchased 89/91 Biennium	\$ 119,951.48	
Equipment Purchased 91/93 Biennium (As of 2-26-92)	2,976.20	
Estimated Equipment to be Purchased (91/93 Biennium)	34,895.00	
TOTAL EQUIPMENT VALUE		\$ 157,822.68
HazMat Vehicle Purchased 89/91 Biennium	\$ <u>111,854.04</u>	
TOTAL VEHICLE VALUE		\$ 111,854.04

Specialized Training Expenses - (See Exhibit D)

<u>89/91 Biennium</u>		
Team Training	\$.00	
<u>91/93 Biennium</u>		
Team Training	\$ 90,000.00	
Local Coordination of Team Functions	10,000.00	
Personnel Costs (IF funding is available)	<u>60,000.00</u>	
TOTAL TRAINING EXPENSES		\$ 160,000.00

Medical Surveillance - (See Exhibit E)

<u>89/91 Biennium</u>		
Baseline, Maintenance & Exit Physicals	\$.00	
<u>91/93 Biennium</u>		
Baseline, Maintenance & Exit Physicals	\$ <u>12,000.00</u>	
TOTAL SURVEILLANCE		\$ <u>12,000.00</u>
TOTAL MAXIMUM CONTRACT VALUE		\$ <u>441,676.72</u>

EXHIBIT I

Audio-Visual Equipment and Resources**Equipment specifically loaned to the Portland team**

The following training films are being released to Portland Fire Bureau for use by Regional Hazardous Materials Emergency Response Team HM06:

<u>Films from ITS, Corp. /Title</u>	<u>Tag #</u>
Flammable Liquids	ER 1239
Toxicology	ER 1240
Gases	ER 1241
Acids & Caustics	ER 1242
MSDS - Cornerstone of Chemical Safety	ER 1243
Basic Concepts of Chemical Safety	ER 1244
What Everyone Should Know about Toxicology	ER 1245

<u>Films from Media Resources / Title</u>	<u>Tag #</u>
Clandestine Drug Labs, Part I & II	ER 1217
Decontamination Procedures	ER 1218
Techniques for Control & Containment	ER 1219
Anhydrous Ammonia	ER 1220
Benzene, Toluene, and Xylene	ER 1221
Chlorine	ER 1222
Hydrogen Sulfide	ER 1223
Pesticides	ER 1224
Sodium Hydroxide	ER 1225
Sulfuric Acid & Hydrochloric	ER 1226
Hazardous Waste	ER 1227

Approving Signatures:

On Behalf of the State of Oregon,

Dated this ____ day of _____, 1992

Everett G. Hall
State Fire Marshal

On Behalf of the State Attorney General,

Dated this ____ day of _____, 1992

Printed Name _____

On Behalf of the State Risk Management Division
(Insurance Review Only),

Dated this ____ day of _____, 1992

Printed Name _____

On Behalf of _____

Dated this ____ day of _____, 1992

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

APPROVED AS TO FORM

Jeffrey L. Rogers

CITY ATTORNEY *DRW 7/18/92*

Regional Hazardous Materials Emergency Response Team Agreement

On Behalf of _____

Dated this ____ day of _____, 1992

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 1992

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 1992

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City _____ Zip _____

Regional Hazardous Materials Emergency Response Team Agreement

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Dated this ____ day of _____, 1992

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On Behalf of _____

Dated this ____ day of _____, 1992

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Printed Name _____

Title _____

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City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 1992

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Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 1992

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

ADDENDUM 1
Additional Agreement Terms

ADDENDUM 2
Additional Agreement Terms

Section 2.19.3 is amended to read as follows:

Section 2.19.3 Automobile Liability: Contractor and State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. "The Contractor shall obtain "hired" auto coverage for responding with State vehicles when not acting under State authority, as in section 2.10.2." This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. Auto liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) combined single limit occurrence, or equivalent.

Inclusion of this addendum is signified by initials below.

ORDINANCE No. 165660

* Agreement for Regional Hazardous Materials Emergency Response Team Services with the State of Oregon. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Pursuant to a request from the Oregon State Fire Marshal, the Bureau of Fire, Rescue and Emergency Services submitted to the State Fire Marshal a proposal to provide Regional Hazardous Materials Emergency Response Services in the region described by the State Fire Marshal as Portland HazMat 6.
2. Following negotiations between the Fire Bureau and the State Fire Marshal over the terms of the proposed Agreement, the Fire Bureau and the State Fire Marshal agreed on the terms of an agreement, subject to the Council's approval.
3. The Fire Bureau believes that with the equipment provided by the State Fire Marshal and the compensation paid to the City for the City's services under the proposed Agreement, the Fire Bureau will be able to provide the City with fire, rescue and emergency services as required and expected as well as to provide the services called for in this Agreement.
4. A copy of the Agreement agreed upon by the Fire Bureau and the State Fire Marshal is attached to this Ordinance and marked Exhibit A.

NOW, THEREFORE, the Council directs:

- a. That the Commissioner of Public Safety and the City Auditor are authorized to execute an Agreement for Regional Hazardous Materials Emergency Response Team Services with the State of Oregon, acting by the State Fire Marshal, on the terms and conditions set forth in the Agreement, a copy of which, marked Exhibit A, is attached to this Ordinance.