

MYRTLE POINT CITY COUNCIL AGENDA
Regular Meeting
Tuesday, June 20, 2023, 7:30 p.m.
OSU Extension Meeting Room | 631 Alder Street, Myrtle Point

For those wishing to attend remotely, please use one of the following options:

Join Zoom Meeting: <https://zoom.us/j/7532272341>

Meeting ID: 753 227 2341 | Password: Myrtle

or

Dial-in: 1 (253) 215-8782 | Meeting ID: 753 227 2341 | Passcode: 851522

- I. CALL TO ORDER – Mayor Clayburn
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL – City Council
- IV. CONSENT ITEMS
 - A. Minutes of June 5, 2023 Regular Meeting
- V. ACTION/DISCUSSION ITEMS
 - A. Public Hearing – Garbage Rate Increase**
 - B. Resolution 2023-18 Establishing Garbage Rates
 - C. Resolution 2023-19 Declaring Surplus Vehicles in the Public Works Department and Establishing Disposition Procedures
 - D. Resolution 2023-20 Approving an IGA for Regional Hazardous Materials Emergency Response Team Services
- VI. PETITIONS FROM THE AUDIENCE

This is a public meeting and the media may use information presented.
- VII. UPCOMING MEETINGS AND EVENTS:
 - A. Myrtle Point City Council Meeting – July 3, 2023, 7:30 p.m.
 - B. Flora M. Laird Memorial Library Board Meeting – July 11, 2023, 11:00 a.m.
 - C. Myrtle Point Public Library Foundation Meeting – July 18, 2023, 5:00 p.m.
- VIII. INFORMATION ITEMS*
- IX. OTHER COMMUNICATIONS
 - A. Staff Reports
 - B. Council Concerns and Comments*
- X. ADJOURNMENT

Notice given this 15th day of June 2023 – Darin Nicholson, City Manager

* indicates no material included in packet

**CITY OF MYRTLE POINT
CITY COUNCIL MEETING MINUTES
Regular Meeting
Monday, June 5, 2023 – 7:30 p.m.,
OSU Extension Service Meeting Room
631 Alder Street, Myrtle Point**

Council Members

Present:

Samantha Clayburn, Mayor	Gary Sullivan, City Councilor
Ivan Hawker, City Councilor	Berea Gibbons, City Councilor
Mike Wood, City Councilor	Kim Krantz, City Councilor
Michael Hogan, City Councilor (arrived ~7:31 p.m.)	

Absent:

None

Staff and Others

Scott Robinson, Chief of Police	Wayne Ramsey, Public Works
Amy Bruno, Library Director	Willy Burris, Fire Chief
Darin Nicholson, City Manager	Ginny Groce, Accountant*
Kathy Lewis*	Dan Kleis
John & Linda Murray, J&L Sanitation	Bill Richardson, Waste Connections
Luke Pyke, Waste Connections	

(* indicates remote attendance)

CALL TO ORDER

Mayor Clayburn called the City Council meeting to order at 7:30 p.m. and led those present in the Pledge of Allegiance.

ROLL CALL

Mayor Clayburn asked the City Council members to state their names for the roll.

CONSENT ITEMS

- A. Mayor Clayburn announced the Consent Items – Minutes of the May 1, 2023 Regular Meeting. Councilor Wood moved to accept the minutes as presented. Councilor Hawker seconded the motion which carried unanimously.

ACTION/DISCUSSION ITEMS

A. Announcement – John Murray

Mayor Clayburn called on John Murray for an announcement. Mr. Murray addressed the City Council and explained that he and Linda are ready to retire from the garbage business. They are selling the business to Waste Connections of Coos Bay. He asked for the City Council's blessing on the sale. Manager Nicholson explained that there is a clause in the franchise agreement which states that written approval from the City Council is required for the transfer of any portion of the franchise. Mr. Murray then introduced Bill Richardson and Luke Pyke of Waste Connections. Mr. Richardson addressed the council and gave his background in the garbage business. He assured the council that if there are any problems and people call Waste Connections, they will get the local office in North Bend. Councilor Gibbons asked if there would be any lapse in service. Mr. Murray said there would not. Councilor Sullivan asked if the collection days would stay the same. Mr. Pyke said that at

first the days would remain the same, but that would be evaluated after a few months of operation. Mr. Murray stated that he planned to stay on for two or three months to make sure the transition was smooth. There was some related discussion and well wishes to the Murrays. Mayor Clayburn mentioned that in the past there had been interest in a recycling program. Mr. Richardson said they would be happy to discuss the possibility of adding a recycling program. Mayor Clayburn asked the council if there were any objections to the transfer of the franchise. There were none. She then directed the City Manager to draft a letter authorizing the transfer.

B. Public Hearing – Dangerous Building – 908 Hermann Street

Mayor Clayburn closed the Regular Meeting at 7:40 p.m. and opened a Public Hearing regarding a Dangerous Building at 908 Hermann Street. Manager Nicholson noted that there was some information about the building provided in the council packets and then deferred to Fire Chief Burris for an update about the building. Chief Burris reported that there had been a structure fire on October 5, 2022 which consumed the subject shop building and damaged the adjacent home. He indicated that nothing had happened with the building over the past six months and the building is partially collapsed. He also indicated that he had spoken to the property owners a couple of months prior and they told him that there had been a delay due to insurance. Manager Nicholson noted the letter which had been received from the property owner which indicated that the insurance delay was finally expected to be settled. Mayor Clayburn called for any public comment. Hearing none, she closed the public hearing at 7:42 p.m.

C. Resolution 2023-07 Declaring a Dangerous Building at 908 Hermann Street

Mayor Clayburn announced Resolution 2023-07 Declaring a Dangerous Building at 908 Hermann Street. Manager Nicholson recommended that, due to the extent of damage, the building be removed and the site cleaned up. Mayor Clayburn pointed out that the owner had mentioned removing the building in her letter. There was some discussion about an appropriate timeframe. Councilor Hogan moved to approve Resolution 2023-07 Declaring a Dangerous Building at 908 Hermann Street and ordering its removal and the site be cleaned, and to set a timeframe of 60 days for completion of the work. Councilor Krantz seconded the motion. Mayor Clayburn called for discussion. Councilor Sullivan asked if the city could end up being liable for the cost of demolition. Manager Nicholson explained that if the property owner did not complete demolition in the timeframe specified, the city may contract to have the work completed, but the cost of the work would be charged to the property owner or placed as a lien against the property. There also was discussion about whether the property was insured. Following discussion, Mayor Clayburn called for a vote. The motion carried unanimously.

D. Public Hearing – Proposed Uses of State Shared Revenue

Mayor Clayburn closed the Regular Meeting at 7:46 p.m. and opened a Public Hearing on the Proposed Uses of State Shared Revenue. Manager Nicholson read the Staff Report which identified that all of the \$27,000 of estimated revenue from State Shared Revenue had been included as operating revenue in the General Fund in the Approved Budget. He also recommended that the City Council approve receiving State Shared Revenue in Fiscal Year 2023-24. Mayor Clayburn called for public comment and, hearing none, closed the Public Hearing at 7:47 p.m. and reopened the Regular Meeting.

E. Resolution 2023-08 – Declaring the City's Election to Receive State Revenues

Mayor Clayburn announced Resolution 2023-08 Declaring the City's Election to Receive State Revenues. Councilor Wood moved approve Resolution 2023-08 Declaring the City's Election to Receive State Revenues. Councilor Hogan seconded the motion. There was

some discussion about the General Fund and what categories fall under the General Fund. Following discussion, Mayor Clayburn called for a vote. The motion carried unanimously.

F. Public Hearing – 2023-24 Approved Budget

Mayor Clayburn closed the Regular Meeting at 7:49 p.m. and opened a Public Hearing on the 2023-24 Approved Budget. Manager Nicholson explained that there was a proposed change to the Approved Budget due to receipt of some additional grant funds which were not anticipated during budget preparation. He asked Fire Chief Burris to explain where the funds would be coming from. Chief Burris explained that the State Fire Marshal's Office offered a grant for wildfire preparedness and he had applied for the grant. His goal is to pay for and slightly expand the city's brush pickup program for three years with the funds. In addition to the program already in place, there would be some outreach and education regarding defensible space from wildfires. There also would be some money available to help property owners create defensible space if they are unable to do it themselves. Manager Nicholson explained that the grant total was \$181,100 and the funds would be divided between the General Fund and the Fire Services Fund. Chief Burris answered some questions from the City Council about how he envisioned the program working. Mayor Clayburn called for public comment, and hearing none, closed the Public Hearing at 7:55 p.m. and reopened the Regular Meeting.

G. Resolution 2023-09 – Adopting the Budget with Amendments to the Approved Budget and Making Appropriations for the 2023-24 Fiscal Year

Mayor Clayburn announced Resolution 2023-09 Adopting the Budget with Amendments to the Approved Budget and Making Appropriations for the 2023-24 Fiscal Year. Councilor Wood moved to approve Resolution 2023-09 Adopting the Approved Budget and Making Appropriations for the 2023-24 Fiscal Year. Councilor Sullivan seconded the motion which carried unanimously.

H. Resolution 2023-10 – Allocating, Categorizing and Levying Ad Valorem Taxes

Mayor Clayburn announced Resolution 2023-10 Allocating, Categorizing and Levying Ad Valorem Taxes and called on the City Manager for background. Manager Nicholson explained that the resolution is what gives the city the authority to tax property in order to bring revenue in to the General Fund. The tax rate has been and continues to be \$7.995/\$1,000 assessed value. Councilor Hogan moved to approve Resolution 2023-10 Allocating, Categorizing and Levying Ad Valorem Taxes on Taxable Property within the Corporate Limits of the City of Myrtle Point for the 2023-24 Fiscal Year. Councilor Wood seconded the motion. Councilor Sullivan asked if the basis for the assessment would be the same as the county uses. Manager Nicholson said that the County Assessor determines assessed values and collects the taxes on behalf of the city. Councilor Gibbons asked if this had to be done each year. Manager Nicholson said it did. Councilor Hawker asked if the tax rate was staying the same. Manager Nicholson said it was staying the same. There was also some discussion about the assessed values of properties. Following discussion, Mayor Clayburn called for a vote. The motion carried unanimously.

I. Resolution 2023-11 – Adopting a Revised Pay Matrix for City Employees

Mayor Clayburn announced Resolution 2023-11 Adopting a Revised Pay Matrix for City Employees. Manager Nicholson explained that all the full-time employees with the exception of himself are paid according to the Pay Matrix. The Pay Matrix included with the resolution adds a 4% COLA as had been discussed during the budgeting process and will take effect July 1, 2023. Councilor Hawker moved to approve Resolution 2023-11 Adopting a Revised Pay Matrix for City Employees. Councilor Sullivan seconded the motion which carried unanimously.

J. Resolution 2023-12 – Adopting a Job Description for the Position of Administrative Clerk

Mayor Clayburn announced Resolution 2023-12 Adopting a Job Description for the Position of Administrative Clerk. Manager Nicholson explained that the job description had been developed with a particular employee in mind. Haylee Young, who has been with the city for approximately five years, has been willing to take on additional duties. The job description incorporates those duties and increases the pay range based on the additional workload. Councilor Wood moved to approve Resolution 2023-12 Adopting a Job Description for the Position of Administrative Clerk. Councilor Hawker seconded the motion. Councilor Gibbons asked if a vacancy would be created in the old position. Manager Nicholson said it would not as the intent was to change her position, not add more staff. There was also some discussion about the accompanying pay increase. Following discussion, Mayor Clayburn called for a vote. The motion carried unanimously.

K. Ordinance No. 1291 – Granting a Non-Exclusive Franchise to Douglas Fast Net

Mayor Clayburn announced Ordinance No. 1291 Granting a Non-Exclusive Franchise to Douglas Fast Net. Manager Nicholson explained that the draft franchise agreement had been presented at the last City Council meeting. Following the meeting, the agreement was sent to the City Attorney for review as well as to Douglas Fast Net. There were no comments on the draft agreement. Manager Nicholson therefore recommended that it be adopted as presented.

Mayor Clayburn called for a motion. Councilor Hogan moved to read Ordinance No. 1291 by title only. Councilor Wood seconded the motion which carried unanimously. Manager Nicholson read the ordinance by title only.

Councilor Hawker moved to adopt Ordinance No. 1291 Granting a Non-Exclusive Franchise to Douglas Services, Inc., an Oregon Corporation, dba Douglas Fast Net to Construct, Operate, and Maintain a Telecommunications Network. Councilor Krantz seconded the motion which carried unanimously.

L. Contract for Library Services

Mayor Clayburn announced the Contract for Library Services. Manager Nicholson explained that the contract must be approved every year. He asked the Library Director if she would like to explain anything about the contract. Director Bruno explained that the library is part of the county Library Service District. Tax revenue which goes to the district is then distributed to the various libraries. Funds are also allocated to the ESO which manages the district and facilitates many of the services which are available district-wide. Director Bruno indicated that the contract is substantially the same as previous years. Manager Nicholson pointed out that the proportion of funding listed in the contract for Myrtle Point is the same as the prior year's contract. Director Bruno indicated that funding for Myrtle Point is expected to be reduced next fiscal year. Mayor Clayburn called for a motion. Councilor Hogan moved to approve the 2023-24 Contract for Library Services and authorize the City Manager to sign the contract. Councilor Krantz seconded the motion which carried unanimously.

M. Resolution 2023-13 Intergovernmental Agreement for Ambulance Services

Mayor Clayburn announced Resolution 2023-13 Intergovernmental Agreement for Ambulance Services. Manager Nicholson explained that the Intergovernmental Agreement for Ambulance Services is something that is updated and renewed every three years. He indicated that the City of Powers has already reviewed and approved the agreement. Chief

Burris said that the agreement provides revenue for the Myrtle Point Ambulance Department in exchange for providing ambulance service to Powers. Manager Nicholson indicated that the agreement included a 3% increase over the fees of the previous year. Mayor Clayburn called for a motion. Councilor Wood moved to approve Resolution 2023-13 Approving an Intergovernmental Agreement for Ambulance Services with the City of Powers for the period of July 1, 2023 through June 30, 2026. Councilor Hawker seconded the motion. He then asked how long the agreement had been in place. Manager Nicholson indicate it had been 10 years. Councilor Hawker asked if there had ever been a time when the fees charged did not cover the cost of services provided. Chief Burris did not think so. He went on to explain that the cost increase specified in the agreement is 3% annually. Councilor Hawker asked how many times the department gets called to Powers. Chief Burris said that they normally have about 100 transports per year. He also explained some of the history of ambulance services in Powers as well as current operations. Following discussion, Mayor Clayburn called for a vote on the motion to approve the agreement. The motion carried unanimously.

N. Resolution 2023-14 Intergovernmental Agreement for Fire Protection Services

Mayor Clayburn announced Resolution 2023-14 Intergovernmental Agreement for Fire Protection Services. Manager Nicholson explained that the Myrtle Point Rural Fire District includes the outlying areas surrounding the town and the district contracts with the city to provide fire protection services in the district. Chief Burris explained that prior to 1995, Myrtle Point Fire Department only covered the city limits. He said that a home could burn a quarter mile out of town and the fire department would not respond. Now, residents within the Rural Fire District pay tax money to the district and in turn, the district pays a contract fee to the Myrtle Point Fire Department to provide fire protection services. The agreement has been very successful. This is just a renewal of the contract and it provides for a fee increase between 3% and 5% annually. Manager Nicholson stated that the fee increase is based on the increase in the transfer amount from the city's General Fund to the Fire Services Fund. Chief Burris also indicated that the Fire District makes miscellaneous purchases for the fire department from time to time as needs arise. Councilor Hawker moved to approve Resolution 2023-14 Approving an Intergovernmental Agreement for Fire Protection Services with the Myrtle Point Rural Fire Protection District for the period of July 1, 2023 through June 30, 2028. Councilor Hogan seconded the motion. Mayor Clayburn asked if the mutual aid agreement with Coquille and Green Acres included fires in the rural fire district. Chief Burris indicated they would be included. Mayor Clayburn called for a vote on the motion which carried unanimously.

O. Resolution 2023-15 Changing the Financial Reporting Basis

Mayor Clayburn announced Resolution 2023-15 Changing the Financial Reporting Basis. Manager Nicholson explained that this resolution as well as the next one came from the city's auditors. Due to changing regulations at the federal level, the auditors had advised that the city may wish to change its financial basis of accounting from modified accrual to modified cash in order to avoid additional costs related to new auditing requirements. The language in both resolutions was as recommended by the auditors. Mayor Clayburn called for a motion. Councilor Hogan moved to approve Resolution 2023-15 Changing the Financial Reporting Basis of the City of Myrtle Point from GAAP "Modified Accrual Basis" and "Full Accrual Basis" to Special Purpose Reporting Framework "Modified Cash Basis". Councilor Krantz seconded the motion. There were some questions about how this would change the city's operations. Manager Nicholson and Accountant Groce explained the changes and indicated that there would be more reporting requirement on the part of the city throughout the year, as well as more auditing requirements. Following discussion, Mayor Clayburn called for a vote. The motion carried unanimously.

P. Resolution 2023-16 Changing the Budgeting Basis

Mayor Clayburn announced Resolution 2023-16 Changing the Budgeting Basis and called for a motion. Councilor Hogan moved to approve Resolution 2023-16 Changing the Budgeting Basis of Accounting of the City of Myrtle Point from GAAP "Modified Accrual Basis" and "Full Accrual Basis" to Special Purpose Reporting Framework "Modified Cash Basis". Councilor Krantz seconded the motion which carried unanimously.

Q. Resolution 2023-17 Updating the Job Description for the Position of Utility Billing Clerk

– Mayor Clayburn announced Resolution 2023-17 Updating the Job Description for the Position of Utility Billing Clerk. Manager Nicholson explained that upon writing the job description for Administrative Clerk, it became clear that the job description for Utility Billing Clerk needed to be updated to clarify certain responsibilities for each position. Mayor Clayburn called for a motion. Councilor Hawker moved to approve Resolution 2023-17 Updating the Job Description for the Position of Utility Billing Clerk. Councilor Krantz seconded the motion. Councilor Hawker asked if there was an associated pay increase. Manager Nicholson said there was not as this was just updating an existing job description. Following discussion, Mayor Clayburn called for a vote. The motion carried unanimously.

R. Request for Letter of Support – DPSST Funding Increase

Mayor Clayburn announced the Request for a Letter of Support for a DPSST Funding Increase. Manager Nicholson explained that the letter included in the packet came from the League of Oregon Cities and claimed that there is funding available to expand capacity at the Police Academy. He indicated that he believes the need is legitimate. Police Chief Robinson also commented on the matter and said that right now it takes three to five months to get new recruits into the academy after they are hired. He also commented on the background issues which led to the current situation and answered some questions from the council. Following discussion, Mayor Clayburn called for a motion. Councilor Hogan moved to issue a letter of support regarding funding to increase capacity at Oregon's Public Safety Academy. Councilor Krantz seconded the motion which carried unanimously.

S. Disbursement of Funds – Council Activities

Mayor Clayburn announced the Disbursement of Funds. Manager Nicholson said that this is something that the City Council does at the end of every fiscal year. He summarized the recipient entities and amounts of donations made the previous year. There was discussion about needs within the city and funds available in the next fiscal year. Several ideas were discussed for possible uses of the funds. Following discussion, Councilor Hawker moved to disburse funds from the Council Activities line of the General Fund, City Council division to the following entities for the following uses:"

- \$100.00 to the Fall and Winter Sports Program;
- \$200.00 for window painting prize money; and
- The remainder to the dog park.

Councilor Sullivan seconded the motion. There was some discussion. Mayor Clayburn clarified the proposed uses and amounts and stated that the amount for the dog park would be \$517.68. Councilor Hogan proposed a change to the amounts, noting that a quarter-page ad in the Fall and Winter Sports Program is now \$120.00. He suggested the following:

- \$120.00 to the Fall and Winter Sports Program;
- \$200.00 for window painting prize money; and
- \$497.68 for the dog park.

Councilor Hawker amended his motion accordingly. Councilor Sullivan seconded the motion which carried unanimously.

PETITIONS FROM THE AUDIENCE

Mayor Clayburn called for petitions from the audience. Kathy Lewis thanked Director Bruno and librarians across the country for doing their job at the risk of being thrown in jail. There was some related discussion about book banning and a recent incident in which a librarian was arrested.

UPCOMING MEETINGS AND EVENTS

- A. Myrtle Point Public Library Foundation Meeting – June 6, 2023, 5:00 p.m.
- B. Flora M. Laird Memorial Library Board Meeting – June 13, 2023, 11:00 a.m.
- C. **Myrtle Point City Council Meeting – Tuesday, June 20, 2023, 7:30 p.m.**

INFORMATION ITEMS

- A. Myrtle Point Public Library Foundation Meeting Agenda – June 6, 2023
- B. Myrtle Point Public Library Foundation Meeting Minutes – May 2, 2023

OTHER COMMUNICATIONS

- a. Staff Reports:
 - 1. Manager Nicholson reported on the following:
 - a. EnBiorganics – As reported at the last City Council meeting, the city was contacted by EnBiorganics, a Canadian environmental science company, regarding a possible pilot study for use of naturally occurring bacteria in the wastewater collection system to consume nutrients before they reach the wastewater treatment plant, reduce the amount of biosolids produced, and thus reduce processing and disposal costs. DEQ has approved the request to conduct the study.
 - b. Notice of Civil Penalty – On April 20th, the City of Myrtle Point received a Notice of Civil Penalty Assessment and Order from Oregon DEQ regarding NPDES permit violations at the wastewater treatment plant between approximately June 2020 and October 2022. An appeal was filed shortly after receiving the initial notice. Manager Nicholson reported on the results of a video conference he had with DEQ on Friday, June 2nd but indicated the penalty amount had not been reduced at all as a result of the appeal. The total penalty amount was approximately \$46,000. The good news out of it all is that the City of Myrtle Point qualifies to offset up to 80% of the penalty amount with a Supplemental Environmental Project, which likely can include inflow and infiltration (I/I) reduction work which needs to be completed anyway.
 - c. Disposition of Personal Property – Several people have asked what will be done with the slide and merry-go-round which are to be removed from Rotary Park. Ordinance No. 1240, Section 7 identifies rules for disposition of personal property of the city. The ordinance specifies that the City Administrator shall have the authority to determine when personal property owned by the city is surplus as well as selecting the method of disposal which maximizes the value to the city. The ordinance allows for items to be sold at public auction advertised at least once in the local newspaper. This seems like the best option for these items. There is also a decommissioned police car which is of little value but at least one individual has expressed interest. It is planned to advertise and auction all these items unless the City Council feels there is a better alternative.
 - d. July Meeting Date – Looking ahead, the first scheduled City Council meeting date in July falls on Monday, July 3rd. The other alternative is Monday, July 17th. It was determined that most of the council would be available on July 3rd.
 - 2. Accountant Groce had nothing to report.
 - 3. Police Chief Robinson reported that Officer Pierce started week 12 at the academy and had five weeks to go. He is expected to graduate on July 14th. Officer Angove is still on

light duty. He goes to the doctor on Thursday to find out if he can be released for regular duty. Officer Gilbert has been having trouble with his eye. He met with an oncologist that day and was awaiting a diagnosis. Sergeant Harris qualified for his advanced certification. He also commented on the summer traffic now coming through town. There was some related discussion.

4. Senior Maintenance Worker Ramsey reported that Johnson Rock Products has been contracted to repave two intersections in town. He also commented on plans for an ADA ramp at the new playground in Rotary Park as well as seeding the dirt bank around the structure. He also reported that a grant application had been submitted to upgrade the downtown street lights to LEDs. He also answered some questions from the council. He then reported on a water leak near the Mayor's house as well as some other potential leaks and other pipe problems around town.
 5. Library Director Bruno reported that she had interviewed two of the four applicants for the teen intern position. She commented about the Where's Waldo scavenger hunt and said she has received lots of positive feedback. She reported that the building project is at the point of painting and ceiling panel installation. She is planning a 99th anniversary celebration on August 11th and expects to be back in the library at that point. She also reported on the Saturdays in the Park program which started that week and will run through the summer.
 6. Fire Chief Burris reported on the Touch-a-Truck event in May. He had a lot of fun and lots of kids came out. He thanked all those who helped with the event. Chief Burris also reported that he has been advertising to hire a full-time paramedic and received three applications. He reported that he had applied for a full-time staffing grant from the State Fire Marshal's Office, but he did not receive it. He also applied for a part-time staffing grant which he did receive. The grant of \$35,000 will facilitate another firefighter on duty through the summer. He reported that several days prior to the meeting there had been a structure fire at 3:30 in the morning. It destroyed one home, heavily damaged the neighboring home, and nearly burned a third home. He stressed that time is of the essence in these situations. He also reported that he and another staff member had been working on a wildland near Veneta. He also reported that he had picked up a new ambulance a couple of weeks before, which had been ordered over a year ago.
- a. City Council Concerns & Comments
1. Councilor Krantz announced that she would be resigning since she and her family will be moving out of town. Mayor Clayburn thanked her for her service. There was some discussion about advertising the vacancy. It was decided to interview candidates for the position on July 3rd.
 2. Councilor Hogan reported that he had been planning to move, but those plans have changed and he and his family are now planning to stay in Myrtle Point.

ADJOURNMENT

Having no further business for the City of Myrtle Point, Mayor Clayburn adjourned the Regular Meeting at 9:20 p.m.

06/20/2023

Samantha Clayburn, Mayor
City of Myrtle Point

City of Myrtle Point Agenda Item Report

To: Mayor Clayburn and City Council
From: Darin Nicholson, City Manager
Date: June 20, 2023
Re: Resolution 2023-18 Establishing Garbage Rates



BACKGROUND

J&L Sanitation has requested City Council approval for a 9% rate increase, which equates to an increase of \$1.88 per 32-gallon can per month for garbage service in the City of Myrtle Point, effective July 1, 2023. The resulting monthly charge will be \$22.75 per month for one 32-gallon can picked up once per week.

RELATED CITY POLICIES

None

COUNCIL OPTIONS

- **Approve the Request:** SAMPLE MOTION – *“I move to approve Resolution 2023-18 Establishing Garbage Rates.”*
- **Deny the Request:** SAMPLE MOTION – *“I move to deny the request for an increase to garbage rates for the following reason: _____.”*

CITY MANAGER’S RECOMMENDATION

It is recommended to approve the requested garbage rate increase.

ATTACHMENTS

- Resolution 2023-18 Establishing Garbage Rates
- Rate Adjustment Request letter from J&L Sanitation

RESOLUTION 2023-18

**A RESOLUTION OF THE CITY OF MYRTLE POINT CITY COUNCIL
ESTABLISHING GARBAGE RATES**

WHEREAS, Garbage service in the City of Myrtle Point is provided by exclusive franchise to J & L Sanitation; and

WHEREAS, per the terms of the franchise agreement Section 3 A (a.) the franchisee (J & L Sanitation) is entitled to charge fair and reasonable rates for services provided; and

WHEREAS, in order to approve the request the City Council shall find the franchisee's rate proposal fair and reasonable; and

WHEREAS, the most recent rate adjustment became effective on June 1, 2022; and

WHEREAS, the franchisee is requesting a 9% rate increase for a cost-of-living adjustment and a disposal rate pass-through adjustment; and

WHEREAS, ORS 294.160 requires the City to provide an opportunity for public comment on any resolution or ordinance "prescribing a new fee or a fee increase or an increase in the rate or other manner in which the amount of a fee is determined or calculated" and such opportunity was given at the regular council meeting on June 20, 2023 and public notice was published in the newspaper of record on June 14, 2023 inviting public written or oral comment.

NOW THEREFORE, the Myrtle Point City Council hereby resolves:

SECTION 1 – GARBAGE RATES: J & L Sanitation's proposal to charge \$22.75 per month for one (32) gallon can picked up once per week, with rates for larger cans adjusted proportionately, is considered fair and reasonable and the requested rate increase is hereby approved.

SECTION 2 – REPEALER: Resolution 2022-04 Establishing Garbage Rates is hereby repealed.

SECTION 3 – EFFECTIVE DATE: This Resolution shall become effective on July 1, 2023.

Adopted by the Myrtle Point City Council this 20th day of June 2023.

Samantha Clayburn, Mayor

ATTEST:

Darin Nicholson, City Manager



John & Linda Murray
Phone 572-2734 • Fax 572-0255
P.O. Box 301 • Myrtle Point, OR 97458

May 31, 2023

City of Myrtle Point
Myrtle Point, OR 97458

RE: Request CPI Adjustment and Disposal Rate pass through adjustment.

Dear Myrtle Point City Council:

J & L Sanitation, Inc. is requesting an 9.00% cost of living adjustment and a disposal rate pass through adjustment for service in the City of Myrtle Point, Oregon, Coos County, effective July 1, 2023

The new rate will be:

\$22.75 per month for one (32) gallon can picked up once per week.

Rates will be adjusted proportionately for the number and/or size of cans.

Thank you for your consideration.

Sincerely,

John Murray
J & L Sanitation, Inc.
(541)572-2734

City of Myrtle Point Agenda Item Report

To: Mayor Clayburn and City Council
From: Darin Nicholson, City Manager
Date: June 20, 2023
Re: Resolution 2023-19 – Declaring Surplus Vehicles and Equipment in the Public Works Department and Establishing Disposition Procedures



BACKGROUND

The Myrtle Point Public Works Department has determined for various reasons, including costs related to maintenance and storage, that two existing vehicles and one piece of power equipment are surplus to department needs at this time. The vehicles and equipment include a 1988 Ford F-350; a 1977 Ford dump truck; a 35 HP gas powered wood chipper; and two 3-inch Homelite gas powered trash pumps.

RELATED CITY POLICIES

City of Myrtle Point Public Contracting Rules and Procedures (Ordinance No. 1240) – Ordinance No. 1240 establishes guidelines for the disposition of surplus property by several methods including sale at public auction.

COUNCIL OPTIONS

- **Approve the Declaration of Surplus Vehicles:** SAMPLE MOTION – *"I move to approve Resolution 2023-19 Declaring Surplus Vehicles and Equipment in the Public Works Department and Establishing Disposition Procedures."*
- **Do Nothing:** NO MOTION NEEDED

CITY MANAGER'S RECOMMENDATION

It is recommended to approve Resolution 2023-19.

ATTACHMENTS

Resolution 2023-19 – Declaring Surplus Vehicles and Equipment in the Public Works Department and Establishing Disposition Procedures

RESOLUTION 2023-19

**A RESOLUTION OF THE CITY OF MYRTLE POINT CITY COUNCIL
DECLARING SURPLUS VEHICLES AND EQUIPMENT IN THE PUBLIC
WORKS DEPARTMENT AND ESTABLISHING DISPOSITION PROCEDURES**

WHEREAS, the Myrtle Point Public Works Department has identified two vehicles and one piece of power equipment which are no longer required for the usual course of business and are surplus to the needs of the department; and

WHEREAS, the vehicles and equipment occupy valuable storage space, require insurance coverage and unnecessarily consume city resources; and

WHEREAS, staff has determined that the cost of maintenance and repairs exceed the value of these vehicles and equipment.

NOW THEREFORE, the City of Myrtle Point City Council hereby resolves:

SECTION 1: To declare a 1988 Ford F-350 (VIN: 2FDKF38G1JCA78545) gas powered truck with utility bed; a 1977 Ford dump truck (VIN: F61EVY81962); a 35 HP gas powered wood chipper; and two 3-inch Homelite gas powered trash pumps surplus to the City's needs.

SECTION 2: To offer these items for public sale to the highest bidder.

SECTION 3: To place proceeds from the sale of these items in the General Fund.

SECTION 4: To direct the City Manager to take necessary action to fulfill the intent of this Resolution.

Adopted by the Myrtle Point City Council this 20th day of June 2023.

Samantha Clayburn, Mayor

ATTEST:

Darin Nicholson, City Manager

City of Myrtle Point Agenda Item Report

To: Mayor Clayburn and City Council
From: Darin Nicholson, City Manager
Date: June 20, 2023
Re: Resolution 2023-20 Approving an IGA for Regional
Hazardous Materials Emergency Response Team
Services



BACKGROUND

Myrtle Point Fire Department participates on the Regional Hazardous Materials Emergency Response Team which is contracted by the Oregon State Fire Marshall. The current two-year Intergovernmental Agreement (IGA) for participation on the team expires on June 30, 2023. The primary contractor in our region is Coos Bay Fire Department. Myrtle Point Fire Department personnel trained for HAZMAT response are able to respond when needed in conjunction with Coos Bay Fire Department personnel. HAZMAT response and stand-by services under the IGA (including training) are compensated by the Oregon State Fire Marshal. Participation on the team does not obligate staff to respond to a HAZMAT emergency if an undue burden would be placed on Myrtle Point Fire Department due to limited or unavailable resources. The attached OSFM Agreement #: PO-26000-00015528 facilitates participation on the regional HAZMAT response team through June 30, 2025.

RELATED CITY POLICIES

None

COUNCIL OPTIONS

- **Approve the IGA:** SAMPLE MOTION – *“I move to approve Resolution 2023-20 Approving an Intergovernmental Agreement for Regional Hazardous Materials Emergency Response Team Services.”*
- **Do Nothing:** NO MOTION NEEDED

CITY MANAGER’S RECOMMENDATION

It is recommended to approve the IGA.

ATTACHMENTS

- Resolution 2023-20 Approving an Intergovernmental Agreement for Regional Hazardous Materials Emergency Response Team Services
- OSFM Agreement #: PO-26000-00015528

RESOLUTION 2023-20

**A RESOLUTION OF THE CITY OF MYRTLE POINT CITY COUNCIL
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE
TEAM SERVICES**

WHEREAS, the State of Oregon, acting by and through its Department of State Police on behalf of its Office of State Fire Marshall (OSFM), contracts with various local agencies throughout the State for Regional Hazardous Materials Emergency Response Team services; and

WHEREAS, The OSFM desires to enter into an Intergovernmental Agreement (IGA) to designate the City of Myrtle Point as part of the Regional Hazardous Materials Emergency Response Team for the region designated as “HM15”; and

WHEREAS, the City of Myrtle Point, acting by and through Myrtle Point Fire Department, desires to be designated as a part of the Regional Hazardous Materials Emergency Response Team for “HM15”; and

WHEREAS, as described in the IGA, HM15 response area is the area within the following boundary: Beginning at the Pacific Ocean and the Southern Lane County Border intersection, east along the Southern Lane County Border to the intersection known as the dividing line between Township 19-South, Township 20-South, Range 8-West and Range 9-West of the Willamette Meridian Survey. Then Southward along the line between Range 8-West and Range 9-West of the Willamette Meridian Survey to the intersection with the northeastern Curry County border, South along the Eastern Curry County Border to the northern border of California State, West along the northern California State border to the Pacific Ocean, North along the Pacific Ocean to the point of beginning.; and

WHEREAS, the OSFM recognizes that the obligations of Myrtle Point Fire Department in its own jurisdiction are paramount. If, on occasion, an Emergency Response under the IGA would temporarily place an undue burden on Myrtle Point Fire Department because its resources are limited or unavailable, it may decline a request for an Emergency Response under conditions prescribed in the IGA; and

WHEREAS, Myrtle Point Fire Department will be compensated for Regional Hazardous Material Emergency Response Team services provided under the IGA for both Stand-By Costs and Response Costs as defined therein.

NOW THEREFORE, the City of Myrtle Point City Council hereby resolves:

SECTION 1: To approve the Intergovernmental Agreement for Regional Hazardous Materials Emergency Response Team Services with the term of July 1, 2023 to June 30, 2025.

SECTION 2: To grant the City Manager and Fire Chief the necessary and lawful authority to enter into the described Intergovernmental Agreement on behalf of the City of Myrtle Point.

SECTION 3: To make this Resolution effective immediately upon passage by the City Council.

Adopted by the Myrtle Point City Council this 20th day of June 2023.

ATTEST:

Samantha Clayburn, Mayor

Darin Nicholson, City Manager

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

Between

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

And

City of Myrtle Point

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Agreement Exhibits

Exhibit A	Regional Team Primary Response Area Boundary Description
Exhibit B	Inventory of OSFM Provided Equipment for RHMERT
Exhibit C	Funding Available for The Purchase And Maintenance of OSFM Provided Equipment for RHMERT
Exhibit D	Specialized Training for RHMERT
Exhibit E	Medical Surveillance for RHMERT
Exhibit F	Extraordinary Response Cost Fee Schedule – Part I
Exhibit G	Extraordinary Response Cost Fee Schedule – Part II
	Compensation for Contractor’s Response Personnel
	Non-Officer
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Exhibit H	Funding for Program Outreach for RHMERT
Exhibit I	Funding for Sub-Committee and Special Projects Participation for RHMERT
Exhibit J	Summary: 2023-2025 Biennium Funding Available for Stand-By Costs
Exhibit K	State Spill Response Revolving Fund

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 Fire Marshal (hereinafter “OSFM”), and the **City of Myrtle Point** (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 “**HM15**” 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, 2023 to June 30, 2025, 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 “**HM15**” 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 "HM15" 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 "HM15".

“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 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 "**HM15**" 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 **HM15** 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 period required by OSFM.

3.3.3 Submit annually the Task Book reporting form to the OSFM no later than 10th of July 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 a vehicle usage and maintenance log to the OSFM upon request. OSFM

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 is also 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. Except as otherwise required by this agreement, Contractor shall operate under the direction of the contractor identified by OSFM to provide team administration for the RHMERT for **HM15** ("Team Administrator"). Contractor shall:

3.5.1 Submit all requests for reimbursement authorized under this Agreement through the Team Administrator.

3.5.2 Unless otherwise required by this Agreement, abide by directives of Team Administrator when responding to an Incident under this Agreement.

3.5.3 Unless otherwise required by this Agreement, abide by funding and budget allocation determinations made by Team Administrator with respect to funds provided for RHMERT services provided under this Agreement.

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.

In addition to the specialized training costs in Exhibit D of this agreement, and to help alleviate department costs of technician training for the RHMERT Program, OSFM agrees to pay the cost of registration, per diem, personnel costs, and travel expenses to send one student per RHMERT through Technician Training during the biennium. The maximum amount that OSFM will expend for all students for an RHMERT is \$8,000.00; provided, however, that OSFM may approve funding for additional students on a case-by-case basis. If a student attends the Hybrid Technician Academy with not fully expending the one-time funding of \$8,000, OSFM agrees to pay the costs to send a second student during the same biennium with the remaining funds available within the \$8,000 allocated funds.

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. OSFM will not cover costs for other medical procedures, including but not limited to tests for infectious diseases or substance abuse. Follow-up exams and testing are the responsibility of the Contractor or the individual Contractor RHMERT employees.

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 2023-2025 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 2023-2025 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.

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 2023-2025 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 2023-2025 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 2023-2025 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 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
3991 Fairview Industrial Dr SE
Salem, Oregon 97302
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 20.9, 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 20.9 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, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

20.2 COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

20.3 AUTOMOBILE LIABILITY. Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

20.4 EXCESS/UMBRELLA INSURANCE. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

20.5 ADDITIONAL INSURED. All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

20.6 WAIVER OF SUBROGATION. Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OSFM or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OSFM has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

20.7 CONTINUOUS CLAIMS MADE COVERAGE. If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and OSFM's acceptance of all Services required under the Contract, or
- (ii) OSFM or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

20.8 CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to OSFM Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required

under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OSFM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

20.9 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.

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
3991 Fairview Industrial Dr SE
Salem, OR 97302

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:

Mariana Ruiz-Temple
3991 Fairview Industrial Dr SE, Salem, OR 97302
503-378-3479
mariana.ruiz@osfm.oregon.gov

32.2 Contractor's Authorized Representative is:

Darin Nicholson, City Manager
424 5th St, Myrtle Point, OR 97458
541-572-2626
manager@ci.myrtlepoint.or.us

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 _____, 2023

Signature _____

Printed Name Mariana Ruiz-Temple

**State Fire Marshal
3991 Fairview Industrial Dr SE
Salem, OR 97302**

On Behalf of _____

Dated this _____ day of _____, 2023

Signature _____

Printed Name _____

Title _____

Address _____

City _____ **Zip** _____

On Behalf of _____

Dated this _____ day of _____, 2023

Signature _____

Printed Name _____

Title _____

Address _____

City _____ **Zip** _____

EXHIBIT A

Regional Team Primary Response Area Boundary Description

The HM15 response area is the area within the following boundary: Beginning at the Pacific Ocean and the Southern Lane County Border intersection, east along the Southern Lane County Border to the intersection known as the dividing line between Township 19-South, Township 20-South, Range 8-West and Range 9-West of the Willamette Meridian Survey . Then Southward along the line between Range 8-West and Range 9-West of the Willamette Meridian Survey to the intersection with the northeastern Curry County border, South along the Eastern Curry County Border to the northern border of California State, West along the northern California State border to the Pacific Ocean, North along the Pacific Ocean to the point of beginning.

EXHIBIT B

**INVENTORY OF
OSFM-Provided EQUIPMENT FOR RHMERT
As of June 2023**

DECONTAMINATION EQUIPMENT			
Item Name	OSFM ID TAG #	Serial #	Model #
Berm, Flexible Contamination			32XU24
Boxes, Storage - 3 ea.			45MY67
Brush, 10" Head, w/handles - 4 ea.			1VAD4/1A839
Brush, 20" - 4 ea.			3NB59
Grids, Elevation - 4 ea.			4LUU8
Heater, Shower - Decontamination	ER1884		
Hose, Expandable			
Manifold, High Pressure Multi	Q-HM272		
Pool, Containment - 3 ea.			3NJJ5
Shower, Standard Decon	25700-06470	HM1001	
Wand, Hose 18" - 4 ea.			1HLV2
DETECTION EQUIPMENT			
Item Name	OSFM ID TAG #	Serial #	Model #
Detector, TIFF Combustibles	TIF8800		
Dosimeter, Dositec	25700-04384	250528	L36
Dosimeter, Dositec	25700-04385	250529	L36
Dosimeter, Dositec	25700-04386	250530	L36
Dosimeter, Dositec	25700-04387	250531	L36
Dosimeter, Dositec	25700-04388	250532	L36
Dosimeter, Dositec	25700-04389	250533	L36
Kit & Test Sets, Drager CDS/HazMat			
Kit, Sensidyne Detection	ER0722		Gastec
Meter, Megger (Grounding & Bonding)	25700-06764		
Meter Vehicle Mtd. Radiation Survey	25700-05545	237156	M2401-EC2A
Meter Vehicle Mtd. Radiation Survey	25700-05546	237177	M2401-EC2A
Meter, Radiological Alarming Pocket Survey	25700-04442	201173	2401 EC2A
Meter, Radiological Alarming Pocket Survey	25700-04443	201174	
Meter, Radiological Alarming Pocket Survey	25700-04444	203881	2401 EC2A
Meter, Radiological Pancake Pocket Survey	25700-04487	212683	2401-P
Meter, Radiological Pancake Pocket Survey	25700-04489	212684	2401-P
Meter, Radiological Pancake Pocket Survey	25700-04488	212686	2401-P
MINIRAE SYSTEM 3000 PID W/ 106.EV LAMP, RECHARGEABLE BATTERY, WIRELESS, ACCESSORY KIT WITH GAS AND REGULATOR	25700-08904	592-909988	
Monitor, Canberra Ultraradiac Radiation	25700-05387	09052207	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05388	10053807	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05389	10054855	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05390	10055252	MRAD113
MULTI RAE LITE WIRELESS PORTABLE, ONE TO SIX GAS CONFINED SPACE MONITOR	25700-08905	MAB3Z059QA	
Multi Rae Lite	25700-08620	M01CA07417	
Multi Rae Lite	25700-08619	M01CA07405	
Multi Rae AutoRAE	25700-07523		
Multi Rae AutoRAE	25700-07524		
ToxieRae Pro AutoRae	25700-07525		
ToxieRae Pro AutoRae	25700-07526		
Toxi Rae Pro	25700-08518	G024001635	
Toxi Rae Pro	25700-08519	G024001624	
Toxi Rae Pro CO2 Specific	25700-07334	G02F005332	
Echo View Host	25700-08633	F043001130	

MultiRAE 2 Cradle	25700-08568	T023002192	
ToxiRAE Cradle	25700-08594	T025000633	
AutoRAE 2 Controller	25700-08581	T021001701	
Ultra-Rae 3000	25700-07283	596-908551	
Ultra-Rae 3000 Charging Cradle	25700-07284	166U3W2011	
Calibration Cradle for PID	25700-07310	T027000700	
Calibration Cradle for PID	25700-07309	T027000688	
Drager X-Act 5000 Kit	25700-07323	ARJN-0058	
MiniRAE Cradle	25700-07519		
ToxiRAE Pro Cradle	25700-07520		
ToxiRAE Pro Cradle	25700-07521		
ToxiRAE Pro Cradle	25700-07522		
MultiRAE Cradle	25700-07523		
MultiRAE Cradle	25700-07524		
Raid 5 Kits (4) - Exp Kit 8/31/2023			
One Kit	25700-06992		
EPA 10 Step Kit			
Gemini, Handheld Analyzer for Unknown Substances by Thermo Scientific	25700-08889	GM4026	S3-T Ramen/FTIR
ELECTRONICS			
Item Name	OSFM ID TAG #	Serial #	Model #
Binoculars, Bushnell	ER2659		
Camera, Thermal Imaging, Flir	25700-08648	72212822	K65
Coffee Maker, Keurig			
Computer, Panasonic Toughbook Laptop	25700-05911		
Computer, Power User Desktop HP Workstation Z2 G5 SFF	25700-07392	MXL1084BR7	
Generator, Honda	25700-06115		Honda1000
Lantern, Fire Vulcan w/charger - 4 ea.	25700-06195		
Light, Flashing Strobe - 4 ea.			
Microwave			
Mics, Throat - 6			
MiFi, Verizon Jetpack	25700-08832	990009314837280	MiFi8800L
Monitor, HP E221	25700-07150		HP
Monitor, HP E221	25700-08907		HP
Pager, Motorola w/ charger (Multiple Channel)	25700-08660	1365RW0770	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08661	1365RW0732	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08662	1365RW0758	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08663	1365RW0757	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08664	1365RW0622	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08665	1365RW0769	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08666	1365RW0621	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08667	1365RW0759	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08668	1365RW0777	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08669	1365RW0781	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08670	1365RW0673	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08671	1365RW0776	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08672	1365RW0775	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08673	1365RW0774	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08674	1365RW0772	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-08675	1365RW0620	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-07497	1365YC0288	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-07496	1365CY1035	Minitor VI
Pager, Motorola w/ charger (Multiple Channel)	25700-07498	1365YC0289	Minitor VI
Phone, Cell			Samsung Flip Phone
Phone, Globalstar Satellite	11601169263	254-241-1055	
Phone, Globalstar Satellite Docking Station	AA009136		
Phone, Globalstar Satellite Batteries - 10/2020 1yr warranty (1)			
Projector, Toshiba	25700-06471	97733222	XGA 1250

Radio, I Charge 6bay Unit	3268MKG010C63	65030083	
Radio, Motorola APX 6000 Portable	7055		
Radio, Motorola APX 6000 Portable	7060		
Radio, Motorola APX 6000 Portable	7063		
Radio, Motorola APX 6000 Portable	7062		
Radio, Motorola APX 6000 Portable	7065		
Radio, Motorola APX 6000 Portable	7066		
Radio, Motorola APX 6000 Portable	7061		
Radio, Motorola APX 6000 Portable	7056		
Radio, Motorola APX 6000 Portable	7059		
Radio, Motorola APX 6000 Portable	7064		
Radio, Motorola APX 6000 Portable	7057		
Radio, Motorola APX 6000 Portable	7058		
Radio, Kenwood Mobile Dual Head			
Radio, Kenwood Mobile Single Head			
Radio, Kenwood Mobile Single Head			
Refrigerator			
Satellite, X5 Modem	25700-08659	229368	103DS84CM
Scope, Spotting	ER2745		
Surge Protector	25700-06217		
Tablet, iPad: Apple 11-inch iPad Pro Wi-Fi + Cellular - 2nd generation w/Apple Care 2 years (carry in) and Urban Armor Gear Metropolis Series Case	25700-07397	DMPH088PV16	
Tablet, iPad: Apple 11-inch iPad Pro Wi-Fi + Cellular - 2nd generation w/Apple Care 2 years (carry in) and Urban Armor Gear Metropolis Series Case	25700-07398	DMPFH0EMPV16	
TV, Apple	25700-08658		
TV, LG 42"	25700-07527		
UPS, APC Battery Back-Ups	25700-06153		APC1300
Vests, Radio, Conterra - 8			Conterra
LEAK CONTROL EQUIPMENT			
Item Name	OSFM ID TAG #	Serial #	Model #
Chlorine Kit "A"	ER1103		
Chlorine Kit "B"	ER1124		
Chlorine Kit "C"	ER1131		
Clamps, Dome Cover 3/Set	ER2712		
Clamps, Dome Cover 3/Set	ER2713		
Kit, Initial	ER2755		
Leaker 6000			
RAILROAD TANK CAR GAUGE KIT	25700-06985		
Midland Kit Box 1	25700-09032		
Midland Kit Box 2	25700-09033		
Midland Kit Box 3	25700-09034		
MISC EQUIPMENT			
Item Name	OSFM ID TAG #	Serial #	Model #
Chairs, Folding - 2 ea.			
Cones, Traffic - 6 ea.			
Crate, Large Flip Top Clear - 12 ea.			
Drum, Overpack - 2			
Drum Up Ender	ER1009		
Jugs, Jerrican 5gal S-17471BLUE - 4 ea.			
PacTool Coil-Lok - 10 ea.			1021
PacTool HandleLok - 4 ea.			1004
PacTool Universal Saw Kit - 3 ea.			K5030
PacTool Adjust amount Kit - 2 ea.			K5006-Y
Shelf, Steel 15" x 30" x 60" for HazMat Trailer			
Shelf, Storage Unit, 5 shelves 24" x 8" x 72"			

Turtle Tile Floor/Shower Matting			American Floor Mats
Vests, Decon, Group Sup, Med, PIO, Resource, Safety, Orange - 6			
Wall Clock, Digital			8YPG2
PERSONAL PROTECTIVE EQUIPMENT			
Item Name	OSFM ID TAG #	Serial #	Model #
Adapter, SCBA Fit Test			MSA G1
Adapter, SCBA Quick Connect for Fill Station			MSA G1
Carrier and Harness System, SCBA	25700-08693	E0040150870B56C0	MSA G1
Carrier and Harness System, SCBA	25700-08694	E0040150870B5534	MSA G1
Carrier and Harness System, SCBA	25700-08695	E0040150870AF32B	MSA G1
Carrier and Harness System, SCBA	25700-08696	E0040150870B3A3A	MSA G1
Carrier and Harness System, SCBA	25700-08697	E004015087C6188F	MSA G1
Carrier and Harness System, SCBA	25700-08698	E004015087C97E96	MSA G1
Carrier and Harness System, SCBA	25700-08699	E0040150870B55EF	MSA G1
Carrier and Harness System, SCBA	25700-08700	E0040150870AE620	MSA G1
Battery, SCBA Replacement Rechargeable Battery Pack			MSA G1
Boots, 11" Tingley HazMat Boots, 14pr			
Boots, Haix Fire Hero Leather Turnout Boots, 3pr			
Boots, Haix Fire Hunter Extreme Leather Boots, 12pr			
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08701	E004015087A0009A	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08702	E0040150879FE0F8	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08703	E0040150879FE9A9	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08704	E0040150879FF3F8	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08705	E0040150879FF642	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08706	E004015087A003FB	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08707	E0040150879FD817	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08708	E0040150879FEE46	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08709	E004015087A00282	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08710	E0040150879FC005	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08711	E0040150879FC398	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08712	E0040150879FD39D	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08713	E0040150879FD4D5	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08714	E0040150879FC2A1	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08715	E0040150879FFB15	MSA G1
Bottle, SCBA 4500 PSIG 60 Min Remote Connection	25700-08716	E0040150879FD47F	MSA G1
Charging Station, SCBA Rechargeable Battery			SCBA MSA
Coats, Janesville "V" Force Turnout - asst. sizes - 15eap			"V" Force
Coveralls, Nomex Wildland (Assorted sizes) - 14			
Devices, Personal Floatation (PFD) - 6 ea.			
Gloves, Firefighters, leather - asst. sizes - 16pr			Fire Fighter
Hat, Hard			
Helmet, Fire Fighter Structural, asst. colors - 14ea			Cairns 660C
Helmet, Kask Zenith X (8 total)			
Bags, Gear w/ level A boots, level B boots, Nomex jumpsuits, hoods, gloves, helmets -14ea			
Hood, Lion RED Zone Particulate Protection, 14ea			
Kit, SCBA Tool			MSA G1
Mask, SCBA	HM1701	E004015087C9F188	MSA G1
Mask, SCBA	HM1702	E00401508931B649	MSA G1
Mask, SCBA	HM1703	E00401508931994D	MSA G1
Mask, SCBA	HM1704	E0040150870B03B9	MSA G1
Mask, SCBA	HM1705	E0040150870B22F4	MSA G1
Mask, SCBA	HM1706	E0040150870B3A29	MSA G1
Mask, SCBA	HM1707	E0040150870B293E	MSA G1
Mask, SCBA	HM1708	E0040150870AFE9D	MSA G1
Mask, SCBA	HM1709	E0040150870B483D	MSA G1
Mask, SCBA	HM1710	E0040150870B27B4	MSA G1
Mask, SCBA	HM1711	E0040150870B122F	MSA G1

Mask, SCBA	HM1712	E0040150870B2B06	MSA G1
Mask, SCBA	HM1713	E0040150809C822A	MSA G1
Mask, SCBA	HM1714	E0040150809CCD7D	MSA G1
Mask, SCBA	HM1715	E0040150870B3983	MSA G1
Mask, SCBA	HM1716	E004015087C98845	MSA G1
MT-94 Lion Training Suit CMTRNFE			Confirm Sizes
MT-94 Lion Training Suit CMTRNFE			
MT-94 Lion Training Suit CMTRNFE			
MT-94 Lion Training Suit CMTRNFE			
MT-94 Lion Training Suit CMTRNFE			
MT-94 Lion Training Suit CMTRNFE			
MT-94 Lion Training Suit CMTRNFE			
Straps, Shoulder, SCBA Breathing Apparatus Option B - 8ea			MSA G1
Pants, Janesville "V" Force Turnout - asst. sizes - 15ea			"V" Force
Suit, Lakeland Tychem BR 440 Level B, 2001			
Suit, TrellChem VPS Flash Chemical (L), Training Suit		7006758	VPS/VP1
Suit, TrellChem VPS Flash Chemical (L), Training Suit		7006760	VPS/VP1
Suit, TrellChem VPS Flash Chemical (L), Training Suit		7006931	VPS/VP1
Suit, TrellChem VPS Flash Chemical (L), Training Suit		7006937	VPS/VP1
Suit, TrellChem VPS Flash Chemical (XL), Training Suit		7006979	VPS/VP1
Suit, TrellChem VPS Flash Chemical (XL), Training Suit		7006981	VPS/VP1
Suit, TrellChem VPS Flash Chemical (XL), Training Suit		7006983	VPS/VP1
Suit, TrellChem VPS Flash Chemical (XL), Training Suit		7007281	VPS/VP1
Suit, Kappler, Zytron 300, Decon (L/XL)			
Suit, Kappler, Zytron 300, Decon (L/XL)			
Suit, Kappler, Zytron 300, Decon (L/XL)			
Suit, Kappler, Zytron 300, Decon (L/XL)			
Suit, Kappler, Zytron 300, Decon (2X/3X)			
Suit, Kappler, Zytron 300, Decon (2X/3X)			
Suit, Class II Garments Lion, M		7702633883	MT94
Suit, Class II Garments Lion, L		7702611910	MT94
Suit, Class II Garments Lion, L		7702612010	MT94
Suit, Class II Garments Lion, XL		7702612353	MT94
Suit, Class II Garments Lion, XL		7702612130	MT94
Suit, Class II Garments Lion, 2XL		7702612680	MT94
Suit, Class II Garments Lion, 2XL		7702612580	MT94
Suit, Class II Garments Lion, 3XL		7702612240	MT94
Suspenders, Lions Quick Adjust - 10ea			H Back
Suit, Kappler Frontline 500, Level A, SM/MD		67233, 10/29/2019	Frontline 500
Suit, Kappler Frontline 500, Level A, SM/MD		67237, 10/29/2019	Frontline 500
Suit, Kappler Frontline 500, Level A, LG/XL		67210, 10/29/2019	Frontline 500
Suit, Kappler Frontline 500, Level A, LG/XL		67205, 10/29/2019	Frontline 500
Suit, Kappler Frontline 500, Level A, LG/XL		67206, 10/29/2019	Frontline 500
Suit, Kappler Frontline 500, Level A, LG/XL		67213, 10/29/2019	Frontline 500
Suit, Kappler Frontline 500, Level A, 2X/3X		67227, 10/29/2019	Frontline 500
Suit, Kappler Frontline 500, Level A, 2X/3X		29671, 6/11/19	Frontline 500
Tester, Digital Kappler Frontline 500		60094	AKMOC
SUPPRESSION EQUIPMENT			
Item Name	OSFM ID TAG #	Serial #	Model #
Applicator, Pro Pak Foam			
TOOLS			
Item Name	OSFM ID TAG #	Serial #	Model #
Broom, Heads - 2 ea.			
Brush, Wire			
Chisel Set & Punch			
Cord, Extension 100' - 2 ea.			
Cutter, 24" Bolt			

Cutter, 36" Bolt			
Funnel			
Hammer, Dead Blow			
Hose, Air - 3 ea.			
Index, Drill w/Drill Bit Set			
Jack, Hydraulic			
Kit, Grounding/Bonding Equipment, 2 ea. 25 and 50 ft. set cables	ER2608		
Kit, Husky Aluminum Tool Attache Case for Grounding/Bonding Equip	See above		
Kit, Lockout/Tagout			
Kit, Vetter Air Bag & Seal			
Knife, Putty			
Knife, Utility			
Ladder, Duo Safety	ER2673		
NS Bar, Pinch - 18"			
NS Hammer, Dead Blow			
NS Maul - 2 lb.			
NS Scraper			
NS Screwdriver - Straight Tip, Large			
NS Wrench, 55 Gallon Drum Bung - 2 ea.			
NS Wrench, Crescent - 12"			
NS Wrench, Pipe - 24" - 2 ea.			
NS Wrench, Pipe - 36" - 2 ea.			
Pliers, Arc Joint (channel-lock)			
Pliers, slip joint			
Pliers, Vise-Grip			
Pole, Pike			
Pulaski			
Pump, Hand Tire			
Pump, Wilden Transfer (w/hose kit)		Mod. 200	
Ratchet, 3/8" Air			
Saw, Carpenter's Hand 2 ea.			
Saw, Hack - 2 ea.			
Saw, Rotary Rescue (Stihl)	ER1627		
Screwdriver set			
Set, Basic 215 Piece			
Shovel, Scoop - Aluminum - 2 ea.			
Tape, Measuring 30'			
Toolbox - general purpose			
Wheel, Measuring			
Wrenches, Open End/Box End LG - 6 ea.			
VEHICLE			
Item Name	OSFM ID TAG # / PLATE #	Serial # / VIN #	Model #
Chains, On Spot Chain Kit			
Chocks, Large Wheel			
Chocks, Small Wheel			
Trailer, 14', 2 axle Pace American Cargo Trailer	E232277	4P2UB14205U064788	CS714TA2
Pierce Heavy Duty Rescue (2021)	E284333	4P1BBAFF0MA022432	Enforcer
Ford Initial Response Vehicle (2020)		1FD0W5HT7LEE53870	F550
HMEP Training Props	OSFM ID Tag #	Serial #	Model #
Pipe Leak Simulator			
Rollover Prop	25700-07530		

EXHIBIT C

FUNDING AVAILABLE FOR THE OSFM TO PURCHASE AND MAINTAIN
OSFM-PROVIDED EQUIPMENT FOR RHMERT
2023-2025 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
2023-2025 Biennium Funding**

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

Funding Available for Specialized Training for RHMERT\$36,718.40

Funding is calculated by **16** 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 2023-2025 biennium is not to exceed \$36,718.40 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.

In addition to the specialized training costs in Exhibit D of this agreement, and to help alleviate department costs of technician training for the RHMERT Program, OSFM agrees to pay the cost of registration, per diem, personnel costs, and travel expenses to send one student per RHMERT through Technician Training during the biennium if approved by OSFM, in writing, prior to the request for those funds. If student attends the Hybrid Technician Academy with minimal personnel costs, OSFM agrees to pay these costs for a second student during the same biennium.

On a case-by-case basis, additional specialized training funds may be available for new team members to attend Technician Part I & II.

EXHIBIT E

MEDICAL SURVEILLANCE FOR RHMERT
2023-2025 Biennium Funding

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

Up to **16** 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 2023-2025 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.

Funding Available for Medical Surveillance Exams for RHMERT	
Not to Exceed.....	\$12,102.24

EXHIBIT F

Extraordinary Response Cost Fee Schedule – Part I
2023-2025

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:

<u>Item</u>	<u>Cost</u>
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:

<u>Item</u>	<u>Cost</u>
Use of OSFM-owned or provided HM Heavy-Duty Response Vehicle	\$240.00 per hour
Use of OSFM-owned or provided HM Initial Response Vehicle and Trailer	\$150.00 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
2023-2025**

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:

<u>Personnel Category</u>	<u>Hourly Rate</u>
HazMat Team Member – Officer/Assistant Chief	\$72.26

All other support personnel at actual costs.

EXHIBIT H

**FUNDING FOR PROGRAM OUTREACH FOR RHMERT
2023-2025 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\$6,342.00

EXHIBIT I

**FUNDING FOR SUB-COMMITTEE AND SPECIAL PROJECTS PARTICIPATION FOR
RHMERT
2023-2025 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.

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

EXHIBIT J

**SUMMARY - 2023-2025 BIENNIUM FUNDING AVAILABLE
FOR STAND-BY COSTS**

Funding Available For OSFM to Purchase And Maintain OSFM-Provided Equipment for RHMERT – 2023-2025 Biennium Funding - (See Exhibit C)	\$16,000.00
Specialized Training for RHMERT –2023-2025 Biennium Funding - (See Exhibit D)	\$36,718.40
Medical Surveillance for RHMERT–2023-2025 Biennium Funding - (See Exhibit E)	\$12,102.24
Funding for Contractor Program Outreach for RHMERT–2023-2025 Biennium Funding – (See Exhibit H)	\$6,342.00
Funding for Contractor Sub-Committee and Special Project Participation for RHMERT– 2023-2025 Biennium Funding (See Exhibit I)	\$5,000.00
<hr/>	
Total 2023-2025 Biennium Funding Available for Stand-By Costs for RHMERT¹	\$76,162.64

¹ This not-to-exceed amount reflects the total compensation for the RHMERT. In the event that the RHMERT consists of multiple contractors, the contactor 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

2023-2025 Biennium Funding.....\$300,000.00

This is the ***Total*** State Spill Revolving Funding limitation available for the 2023-2025 biennium RHMERT services by ***all*** Contracted RHMERT's. 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.

CITY MANAGER'S REPORT



TO: MAYOR & CITY COUNCIL
FROM: DARIN NICHOLSON, CITY MANAGER
DATE: JUNE 20, 2023

Municipal Fundamentals

The League of Oregon Cities is offering a Municipal Fundamentals for Government Officials class at a number of locations around the state in August and September. The local class will take place in Coquille on Friday, September 8th from 8:30 a.m. to 1:00 p.m. Please let me know if you are interested in attending.