



**STATE OF OREGON  
2022-2024  
Incident Resource Agreement  
Part A  
Terms and Conditions - All Resources**



## PRIMARY TERMS AND CONDITIONS APPLICABLE TO ALL IRA RESOURCES

### PURPOSE

This Agreement sets forth the terms and conditions under which the **State** shall hire **Resources** for district use during wildfire Incidents, under the authorities of [ORS 477.406](#) and [ORS 279A.025\(2\)\(n\)](#).

This Agreement does not guarantee that a **Resource Provider** will receive a request to provide **Services**. Nothing in this Agreement shall preclude the **State** from utilizing resources from any source prior to or instead of the resources provided by the **Resource Provider** pursuant to this Agreement when, at the discretion of the **State**, such utilization is in the public interest of effectively and efficiently deploying available resources for an existing fire situation.

All **Resources** provided by the **Resource Provider** shall meet and comply with all of the applicable terms and conditions of this Agreement for the entire term of the Agreement.

### SCOPE

This Agreement is for wildland fire suppression activities provided to the **State** by the **Resource Provider**. The needs of the **State**, and availability of the **Resource Provider's** personnel and equipment during an emergency, cannot be determined in advance. Upon request by the **State**, and to the extent willing and able, the **Resource Provider** shall furnish the **Resources** listed on the applicable **Resource Information & Rate Sheet** and in accordance with the specific details of the applicable **Resource Order**.

All **Services** required to be performed by the **Resource Provider** shall be performed in accordance with the highest applicable professional or industry standards and in compliance with the terms and conditions of the Agreement.

The minimum age for firefighting resources is 18 years of age. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including the execution of prescribed burns.

The **Services** under this Agreement occur during wildfire Incidents when the working environment may include very hazardous conditions. It is imperative the **Resource Provider** utilizes only **Qualified** personnel when filling **Resource Orders** under this Agreement.

### **Equipment Furnished under this Agreement**

- Shall be in safe and operating order with the capability of completing the work under this Agreement as documented on the **Resource Order**. The **State** reserves the right to reject equipment that is not in safe and operable condition. Equipment that is determined to be unsafe at any point in time, or inoperable, shall not be reimbursed for travel and is not considered On-Shift.
- May be subject to extreme environmental and strenuous operating conditions. Conditions include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky environments. As a result, by entering into this Agreement, the **Resource Provider** agrees that what is considered wear and tear under this Agreement is in excess of what the equipment is subjected to under normal operating conditions and is reflected in the rates agreed upon in the **Resource Information & Rate Sheet**.
- The **Resource Provider** shall be responsible for all equipment, materials, supplies, transportation, and **Qualified** personnel necessary to meet or exceed the Agreement requirements.

### DEFINITION OF TERMS

**Authorized Government Representative (AGR)** – A Government employee with the authority to execute **Resource Orders** for an Incident. This may include employees of authorized federal government agencies, the Oregon Department of Forestry, and designated Forest Protective Associations.

**Crew** – A **Resource Provider's** Type 2 20-person or Type 2 10-person firefighting unit.

**Crew Boss (CRWB)** - The individual responsible for supervising and directing a **Crew**.

**Crew Member** – A wildland firefighter who works as a member of a **Crew**.

**Demobilized for Cause** – Demobilization of a **Resource** based on human action (not dispatch location or equipment non-compliance) including, and without limitation, unsafe practices, insubordination, drug or alcohol violations, discrimination, harassment, weapons violations, theft, hostile working environment, or other conduct not specifically addressed that is unlawful or inconsistent with the requirements of this Agreement.

**Designated Dispatch Location (DDL)** – The physical location from which a **Resource** assembles and is dispatched as identified on the applicable **Resource Information & Rate Sheet**.

**Firefighter, Type 2** – An individual that serves on a hand **Crew** performing fire suppression and fuels management duties in adverse climate, fuel and terrain conditions. The FFT2 has no supervisory responsibilities and is supervised by the FFT1 or CRWB positions.

**Firefighter, Type 1** – FFT1, Squad Boss – An individual responsible for leading a small group of **Crew Members**. The FFT1 reports to the **Crew's** CRWB.

**Hand Crew/Equipment Manifest Form** - A roster prepared by a **Resource Provider** listing each **Crew Member** of a **Crew** that will be used on an Incident as described on a **Resource Order**.

**Incident Action Plan (IAP)** – A plan that contains objectives reflecting the overall Incident strategy and specific tactical actions and supporting information for each **Operational Period**. The **IAP** may contain attachments including Incident objectives, organization assignment list, division assignments, communication plans, medical plans, traffic plans, safety plans and Incident maps.

**Incident Management Team (IMT)** –The AGRs responsible for managing a wildfire Incident.

**Incident Qualification Card (IQC)** – A document which certifies that a **Resource** has met the qualifications required for any positions listed on the card.

**On-Shift** – The period of time that is compensable while the **Resource** is **Under Hire**. This includes travel to and from the **Point of Hire** and/or other travel necessary for the performance of work (such as from base camp to fire line), actual hours worked, time spent performing vehicle cleaning for noxious weed control, and time when a **Resource** is held, by direction or ordered, to a specific location, fully outfitted and prepared for an assignment.

**Operator** – The person who is driving and in charge of physically operating equipment. A person shall not be considered an **Operator** unless the person is fully **Qualified** and appropriately trained to operate the equipment prior to any Incident.

**Operational Period** - The period of time scheduled for execution of a given set of tactical actions as specified in the **IAP** for an Incident. **Operational Periods** can be of various lengths, although usually not over 24 hours.

**Point of Hire** – The physical location from which a **Resource** is hired, which may be the **Designated Dispatch Location**, an Incident managed by the **State**, or other location agreed upon by the **Resource Provider** and the **State**.

**Qualified** – A person who has a recognized degree, certification, professional standing, knowledge, training, or experience, and has successfully demonstrated the ability to perform the work, solve or resolve problems relating to the work, subject matter, or project.

**Resource** – **Resource Provider's** personnel or equipment performing duties under the terms of this Agreement.

**Resource Order** – The form used by the **State** to obtain and document the **Resource Provider's Services** for an Incident assignment.

**Resource Provider** – The person or company who possesses or controls the use of the personnel and equipment, as well as who provides **Resources** under the terms of this Agreement. The **Resource Provider** is not an agent, employee, or officer of the **State**.

**Season** – For the purpose of firefighting experience, this means a period of time indeterminate of length, during the same calendar year or longer, which consists of at least 15 **Operational Periods** or more on any type (1 through 5) Incident.

**Self-Sufficient** – To supply one’s own needs on an Incident assignment, without **State** assistance.

**Services** – All wildland fire suppression activities or other **Services** ordered or provided under this Agreement.

**Severity Activity** – A condition during which the **State** has concluded that a severe threat of wildland fire exists and has determined that it is necessary to pre-position **Resources** due to the imminent danger of fire.

**Severity/Preparedness Assignment** – The class of assignments that are related to pre-suppression and fire preparedness activities where **Severity Activity** exists. Duties shall be limited to light duty with limited travel required for assignment activities. Appropriate Severity/Preparedness activities may include, but are not limited to, standby at a specified location, tool sharpening, limited patrol, or other activities that do not unduly interfere with fire readiness and a 10-minute mobilization response time.

**State** – The **State** of Oregon, Department of Forestry, its officers, employees, agents; Douglas Forest Protective Association, Coos Forest Protective Association, and Walker Range Protective Association.

**Statement of Work** – A written or oral Statement that describes the tasks or areas of responsibility the **Resource Provider** is to perform at a particular locale during a stated period, including objectives and deliverables to be provided, which may be subject to change based on changing fire conditions.

**Suppression Assignment** – Incident support activities to ensure effective extinguishing or fire confinement, holding, mop-up, line construction, piling brush or other work activity deemed as appropriate by the **State**.

**Subsistence** - Food and drink for an Incident assignment, generally at specified intervals but also available as needed to accommodate Incident conditions. **Subsistence** may also include those items normally provided in fire camp, such as showers, restrooms, camping, or sleeping facilities, etc.

**Under Hire** - The period of time, whether compensable (**On-Shift**) or non-compensable (off-shift), that begins at the estimated departure time agreed upon by the **Resource Provider** when a **Resource** is dispatched by the **State** and that ends at the arrival time of the **Resource** back at the DDL or other **Point of Hire**.

**‘Wet’ Rate** – **Resource Provider** is responsible to furnish fuel, oil, filters, lube/oil changes, including other necessary maintenance and repairs due to ordinary use on an incident.

## **AGREEMENT PROVISIONS**

### **Independent Contractor Status**

The **Resource Provider** is an independent contractor and not an agent, employee, or officer of the **State**, and shall not make representations to third parties to the contrary. Neither the **Resource Provider** nor the **State** shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

Although the **State** reserves the right to evaluate the quality of the completed performance and determine and modify the delivery schedule for the **Services** to be performed, the **State** cannot and shall not control the means or manner by which **Resource Provider** performs the **Services**, except to the extent the means and manner in which the **Services** are to be provided is specifically set forth in an applicable **Statement of Work**. The **Resource Provider** is responsible for determining the appropriate means and manner of performing the **Services**.

### **Term of Agreement**

The term of the Agreement will commence on the date of the fully executed Agreement and expire on December 31, 2024; unless terminated sooner as provided below.

The Agreement may be terminated by mutual, written agreement of the **Resource Provider** and the State.

The Agreement may be terminated by the **State** at its sole discretion, for any reason or no reason, upon 30 days written notice to the **Resource Provider**.

The **State** may terminate the Agreement, at no expense to the **State**, immediately or upon such conditions as are contained in a written notice, if the **Resource Provider** is in default with the terms and conditions of this Agreement.

The **Resources Provider** may terminate the Agreement if the State is in default and such default is not cured within 60 business days after the **Resource Provider's** delivery of a notice of default to the **State** or such longer period as the **Resource Provider** may specify in such notice.

#### **Default**

The **Resource Provider** shall be in default of this Agreement under the following circumstances:

- The **Resource Provider's** conduct violates the core values of fire service professionals such that it would be grounds to deny or revoke a certification as outlined in [OAR 259-009-0120](#) (1-3), and as determined by State.
- The **Resource Provider** institutes or has instituted against it, insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- The **Resource Provider** no longer holds a license or certificate that is required to perform its obligations under this Agreement.
- **Resource Provider** misrepresentation of DDL **Resource** assembly and dispatch protocols.
- The **Resource Provider** commits any material breach or default of any covenant, warranty, obligation, or certification under the Agreement.

The State shall be in default of this Agreement if the **State** commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement.

#### **Remedies**

If a **Resource Provider** is in default of the Agreement, the **State** is entitled to the following remedies:

- Recovery of any and all damages suffered as the result of the **Resource Provider's** default, including but not limited to direct, indirect, incidental, and consequential damages and damages provided by any other applicable Oregon law.
- Termination of the **Resource Provider's** Agreement.
- Initiation of an action or proceeding for specific performance or declaratory, injunctive, or equitable relief.
- Exercise of its right of setoff and withholding of monies otherwise due and owing.

These remedies are cumulative to the extent the remedies are not inconsistent, and the **State** may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

If the **State** is in default of the Agreement, the **Resource Provider** is entitled to Terminate this Agreement as provided in the Termination section.

#### **Compliance with Applicable Laws, Standards and Policies**

The **Resource Provider** shall be responsible for ensuring that all of the **Resource Provider's** personnel comply with the provisions of this Agreement and any failure to enforce this provision may result in all remedies and penalties permitted under this Agreement.

During the Term of the Agreement, the **Resource Provider** shall comply with all federal, **State**, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement and any **Resource Order**, including without limitation, the following:

[The US Department of Labor Fair Labor Standards Act](#)  
[Oregon Administrative Rule 259-009-0120 \(1-3\)](#)  
[OR-OSHA, OAR Chapter 437, Occupational Safety and Health Codes](#)  
[Oregon Bureau of Labor and Industries Prevailing Wage Rates](#)

### **Compliance with State of Oregon and Federal Tax Law**

The **Resource Provider** shall comply with all Oregon tax laws. Oregon State agencies and certain political subdivisions are prohibited from entering into contracts or Agreements with providers of goods and/or **Services** who are in violation of “any Oregon tax law.”

“Any Oregon tax law” includes, but is not limited to, [ORS Chapters 118, 119, 314, 316, 317, 318, 320, and 323 and sections 10 to 20, Chapter 533](#), Oregon Laws 1981, as amended Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief, Department of Revenue, [ORS 305.610](#).

### **Prohibition of Drugs/Alcohol**

**Resource Provider** and personnel are prohibited from engaging in the manufacture, distribution, dispensing, or unlawful possession or use of controlled substances under federal law (includes marijuana) or alcohol: (a) while on **State** property; (b) while in fire camp; (c) while **Under Hire**; or (d) at any time while providing **Services** under this Agreement.

### **Unlawful or Criminal Actions**

Violation of **State** or federal laws by **Resource Provider** or **Resource Provider’s** personnel may result in termination of **Resource Provider’s** Agreement even while not **Under Hire** or performing services.

### **Prohibition of Dangerous Weapons**

**Resource Provider** and personnel shall not possess firearms or other dangerous weapons (as defined in [18 USC 930 \(g\) \(2\)](#)) while: (a) on **State** property; (b) in fire camp; (c) **Under Hire**; or (d) at any time while providing **Services** under this Agreement. The term "dangerous weapon" does not include a pocket-knife with a blade less than 2 ½ inches in length, or a multi-purpose tool.

### **Discrimination and Harassment-Free/Violence Free Workplace**

**Resource Provider** and personnel shall conduct themselves so as to ensure the maintenance of a work and rest environment free from behavior, action, or language that is or may be perceived by others as threatening, offensive, hostile, intimidating, violent or abusive. Harassment or discrimination in any form is unacceptable conduct and will not be tolerated. Reference: [Oregon Department of Administrative Services Policy 50.010.01](#). The **Resource Provider** shall have a policy and practice that prevents Sexual Harassment, Sexual Assault and Discrimination against members of a Protected Class, [OAR 125-246-330\(5\)](#).

**Resource Provider** and personnel shall not damage property of others, or act in a way that expresses or is reasonably perceived to express intent to cause damage to property of others.

The **State** reserves the right to verify the **Resource Provider’s** compliance with applicable laws at any time during the term of the Agreement.

### **Resource Standards**

**Resource Provider** shall ensure that the following resource standards are met for the duration of the Agreement.

#### Vehicles:

- All vehicles shall be covered by vehicle insurance in accordance with all applicable federal and state requirements.
- Any vehicle under the ownership or control of the **Resource Provider** shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles shall comply with Department of Labor regulations at [29 CFR 500.104](#).
- Vehicles other than passenger vehicles which are driven more than 75 miles shall comply with DOT Regulations referenced at [29 CFR 500.105](#).
- The **Resource Provider** is responsible for providing all fuel, oil, and maintenance.
- The **Resource Provider’s** vehicles shall have clearly visible external identification. The identification shall be located on front driver side and passenger side doors. At a minimum, the identification shall include the **Resource Provider’s** business name as it appears on the Agreement.

#### Personal Protective Equipment (PPE):

- The **Resource Provider** shall ensure all personnel arrive at an Incident with the proper PPE as described below and be fully prepared to perform under the terms of this Agreement.

- The **Resource Provider** shall be responsible for ensuring the PPE is operable and maintained in good repair, and in sanitary and reliable condition throughout the duration of an assignment. Defective or damaged PPE shall not be used.
- If PPE in excess of the items described below is appropriate or necessary at an Incident as required by the **State**, the **Resource Provider** shall provide such PPE to all personnel.
- Equipment and clothing for each **Resource** shall include:
  - **Boots** - Shall meet [OAR 437-007-1320\(2\)](#). Each **Resource** shall wear foot protection that provides adequate traction and support for the foot and ankle. Boots shall be fire and melt resistant; heavy duty leather lace-up type; and a minimum of 8" high top with lug type sole in good condition (steel toed boots are not acceptable). In addition, **Resources** operating chain saws shall wear footwear that is made of, or covered with, cut resistant material.
  - **Head Protection (Hard Hat or Helmet)** - Each **Resource** shall wear head protection, with chinstrap, in accordance with [OAR 437-007-0305\(1\) and \(2\)](#) and shall meet [NFPA 1977](#) standards.
  - **Gloves** - Made of heavy-duty leather or Nomex.
  - **Eye Protection** - Eye protection shall meet the minimum requirements of [ANSI standard Z87](#), latest edition.
  - **Head Lamp** - With batteries and attachment for the hard hat.
  - **Fire Shelter** - [New Generation Fire Shelter compliant with MTDC standards](#).
  - **Personal Protective Clothing (Shirt and Pants)** - Fire resistant clothing shall be certified to [NFPA 1977](#) standards to:
    - Self-extinguish upon removal from a heat source.
    - Act as an effective thermal barrier by minimizing conductive heat transfer.
    - Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
    - Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (Nomex™) or other similar fabric.

**Radios:** Resource Providers shall have a programmable hand-held radio with programming capabilities as may be required at the incident. Authorized radios are listed on the [NIFC Wildland Fire Communications](#) link. Radios shall be capable of communicating within a frequency range from 148 MHz to 174 MHz on established federal and State frequencies. Resource Providers shall not use the firefighting frequencies or USFS frequencies for other than fire activities and shall comply with all [National Telecommunications and Information Administration \(NTIA\)](#) rules and regulations on all federal incidents and with all [Federal Communications Commission \(FCC\)](#) and regulations on State incidents.

**Laundry Service:** If the **State** establishes laundry service at an Incident, **Resources** will be allowed to use the service at no cost. When the **State** does not establish laundry service, the **Resource Provider** will be responsible for making laundry service arrangements for **Resources** and for all costs associated with those services.

### Medical Standards

- The **Resource Provider** is financially responsible for their **Resources'** medical expenses and medical coverage.
- The **Resource Provider** shall ensure the safety and welfare of their **Resources**.
- If Government **Qualified** first aid providers are available, the **State** may assist **Resources** with first aid if the needs arise due to work on an Incident. In life threatening situations, if the **State** has **Qualified** medical assistance providers available, the **Qualified** medical personnel will provide first aid and medical assistance. The **State** may provide first aid at no cost to the **Resource Provider**. Any costs associated with further medical treatment will be the responsibility of the **Resource Provider**.
- If a **Resource** is in camp with an illness or injury and is given transport to a medical facility or hospital by the **State** or at **State** expense, the **Resource Provider** shall reimburse **State** for all expenses related to such transport.
- If a **Resource** is injured on the fireline, the **Resource** may be evacuated by the **State** at the **Resource Provider's** expense.
- The **Resource Provider** shall immediately report any accident or injury that occurs while **Under Hire** to the Incident Safety Officer or **AGR**.
- **Resource Provider** shall provide the **Operator(s)** with adequate supply of appropriate forms, insurance ID cards, and other necessary documents. Such documents shall accompany any injured or ill person(s) if the medical need arises.

## Compensation

The compensation rates described shall include compensation for all labor, materials, equipment, **Services**, transportation, taxes, fees, insurance, **Resource Provider** overhead and administration and any other cost, fee or expense of any type or description incurred by the **Resource Provider** under this Agreement.

The **State** will not provide compensation for any costs associated with equipment support, including tool sharpening, equipment maintenance, invoice reconciliation, laundry service, or any other off-shift activities related to **Resource** readiness beyond the guarantees specified. These costs are considered Incidental and are to be incorporated into the **Resource Provider's** daily or hourly rate. Payment will be made only for those items described in the Agreement.

After control of the fire, a meal period of at least 30 minutes shall be ordered and taken for each work shift and shall be clearly shown on the shift ticket.

## Subsistence

The **Resource Provider** shall ensure each **Resource** has adequate food and drink during travel to the Incident and until end of the first shift worked at no expense to the **State**.

The **State** may require each **Resource** to arrive with adequate food and drink for the first three days (72 hrs.) on an Incident as documented on the **Resource Order** at time of ordering depending upon the availability of **Subsistence** at the Incident after the first shift. The **Resource Provider** will be compensated for **Subsistence** after the end of the first shift worked.

If available, the **State** shall provide **Subsistence** after the first shift worked if the **Resource** is not released to their **Point of Hire** and is required to stay in fire camp. If the **Resource** is allowed or directed to return to its **Point of Hire** during off-shift time, the **State** will not provide **Subsistence**.

If a **Resource** is ordered to be **Self-Sufficient** for an assignment, as documented on the **Resource Order**, the **State** will not provide **Subsistence**. Instead, the **Resource Provider** will be compensated for **Subsistence** after the end of the first shift worked, and in accordance with applicable per diem Meal/Incidental rates published by the [US General Services Administration](#). Daily breakfast, lunch and dinner rates are compensated in accordance with the [Oregon Accounting Manual](#), and the chart below:

Breakfast	25% of GSA Meal/Incidental per diem rate
Lunch	25% of GSA Meal/Incidental per diem rate
Dinner	50% of GSA Meal/Incidental per diem rate

For travel time exceeding Work/Rest standards or complying with driving limitations, or where no fire camp is available and the **State** determines that commuting is uneconomical, the **State** will either furnish **Subsistence**, direct the **Resource** to a designated facility, or provide an additional payment based on the per diem rates published by the US General Services Administration website, or actual lodging expenses, whichever is lower. Lodging expenses are paid for based on double occupancy at a hotel/motel or other commercial facility.

The **Resource Provider** shall request payment for **Subsistence** under this section using an invoice provided by the **Resource Provider** which shall be submitted to the Incident Host Unit (as documented on the **Resource Order**). Any lodging listed on the **Resource Provider's** invoice for compensation shall be accompanied by receipts.

## Travel Time

Compensable travel time via ground transportation will be calculated by dividing distance (from **Point of Hire** to Incident, and either return to **Point of Hire** or Incident to Incident if reassigned) by travel speed of 45 mph. Meal and rest breaks are included in the 45-mph calculation. Expected arrival time at the Incident will be determined by the **State** at the time of dispatch. Return travel time will be determined by the **State** at the time of release from the Incident.

The **State** will not pay return travel time to the **Point of Hire** upon release or removal of a **Resource** from an Incident resulting from the **Resource Provider's** or **Resource's** default of the terms and conditions of the Agreement; or if the **Resource Provider** fails to correct violations at the Incident following a notice and a request to correct by the **State**.



If **Resource Provider's** equipment becomes inoperable or damaged after inspection and acceptance by the **State** at the Incident and **Resource Provider** cannot repair the equipment within 24 hours or as agreed upon by the **State**, the **State** may release the **Resource**. Equipment that becomes inoperable at an Incident will be removed at **Resource Provider's** expense.

If a fire camp is not accessible and a **Resource** is directed to commute to the Incident from its **Point of Hire** on a daily basis, the **State** shall pay compensation for daily travel to and from the Incident.

Upon reassignment, the host unit responsible for the Incident to which the **Resource** is traveling will pay the **Resource Provider** for travel time between Incidents. The **Resource Provider** shall make available a copy of the last-day documentation (invoice) from the previous Incident to the receiving Incident's finance section.

Vehicle Cleaning for Noxious Weed Control – When directed by the Incident, **Resources** shall clean their vehicle(s) to remove noxious weed seeds. Time spent by a **Resource** performing this task is considered **On-Shift** time. The **State** normally provides cleaning facilities, however, if the **State** requires use of commercial facilities, the **State** will reimburse the **Resource Provider** for actual costs based on the written receipts.

### **Timekeeping**

- **On-Shift** time shall be verified and approved by the **AGR** responsible for ordering or directing the use of the **Resources**.
- Time shall be recorded using 24-hour military time (0001-2400), rounding time to the nearest quarter-hour **On-Shift**
- Shift tickets shall be the official payment document and need to be fully completed at the end of each shift. No payment shall be made for incomplete shift tickets or unauthorized work time. Shift tickets shall be signed by both the **Resource** and the **AGR** on the Incident.
- The **AGR** is responsible for turning in shift tickets to the Incident's timekeeping unit.
- Separate shift tickets are required for each piece of equipment.
- Shift ticket shall list the names of all individuals deployed or utilized with each **Resource**.

### **Administration and Record Keeping**

The **Resource** shall submit a complete and accurate shift ticket on a daily basis, signed by the **Resource**, at the end of each shift to the **AGR** for their verification and signature. Failure to submit accurate shift tickets on a timely basis each day is a default of the terms and conditions of this Agreement.

If a **Resource** is required to leave the Incident due to sickness, injury or termination, the shift ticket shall accurately reflect times for the **Resource** and list the reason for leaving.

### **Invoicing and Payment**

Payments for all **Services** under this Agreement shall be made to the **Resource Provider** by the **State's** Incident host unit listed on the **Resource Order**. The **State** shall have no obligation to pay any compensation to the **Resource Provider** unless the **Resource Order** was issued for an Incident under the jurisdiction of the State of Oregon.

The **State** shall not be liable to the **Resource Provider** for any compensation owing to **Resource Provider** by, or for any delay or failure to compensate by, any federal, other state or local entity, or tribal jurisdictions.

### Method of Payment

**Resource Providers** shall be registered in the [OregonBuys](#) system to receive payment.

The State will make a lump-sum payment once all documents have been received and audited. [At Type1/Type 2](#) Incidents, an invoice is typically generated at the Incident for time **On-Shift**. For all other Incidents, the **Resource Provider** shall generate an invoice and send the invoice to the Incident host unit for payment. The **Resource Provider** is responsible for assuring that all invoices are received by the **State** within ninety (90) days of the **Services** provided by the **Resource Provider**.

Each invoice shall include the Incident name and **Resource Order** number(s), as well as the **Resource Provider's** name and company name (if different), taxpayer identification number, remittance address, and phone number. Payment for **On-Shift** time will be made for actual units ordered and performed under the applicable **Resource Information & Rate Sheet**.

Unless specifically stated elsewhere in this Agreement, the cost of any supplies, maintenance, or materials, including non-returned cache items, provided for the **Resource Provider** by the **State** shall be deducted from the payment to the **Resource Provider**.

In the event of **Resource Provider** default of this Agreement or if the **State** suffers financial damages, the **State** reserves the right to withhold payment to the **Resource Provider**.

**Funds Available and Authorized; Payments.** The **Resource Provider** shall not be compensated for **Services** performed under this Agreement by any other agency or department of the **State** of Oregon. The **State** certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the **State's** current biennial appropriation or limitation.

The **Resource Provider** understands and agrees that the **State's** payment of amounts under this Agreement is contingent on the **State** receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow the **State**, in the exercise of its reasonable administrative discretion, to make payments under this Agreement. 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.

#### **Assignment of Claims**

If a **Resource Provider** elects to assign future payments to a bank or financial institution, the **Resource Provider** shall deliver a written request for Assignment of Claims to: ODF Accounts Payable Unit, 2600 State Street, Salem OR 97310.

The Assignment of Claims shall be signed by the appropriate **AGR** and will remain in effect for the duration of this Agreement unless the **Resource Provider** provides proper notification to the **State** to stop the Assignment of Rights. The **Resource Provider** shall attach a copy of the executed **Resource Information & Rate Sheet** to all invoices.

#### **Dispatch/Work Rest/Length of Assignment and Demobilization**

The **Resource Provider** shall use the **Designated Dispatch Location** (DDL) for assembly of **Resource Provider's Resources** for dispatch prior to departing for each Incident, and to allow for any **State** inspection of the **Resources**.

#### **Stating of Resources**

In order to effectively and efficiently select and dispatch **Resources** to Incidents, it is essential that the **State** has complete and accurate information regarding the current status of each **Resource**. To assist with the dispatching of **Resources**, the **State** utilizes an internet portal, called IROC (Incident Resource Ordering Capability). The **Resource Provider** shall be responsible for setting up a vendor account upon execution of the **Resource Provider's** Agreement.

The link for IROC can be found at: <https://famid.nwcg.gov/applications/IROC>.

The **Resource Provider** is responsible for monitoring and maintaining an accurate status for the **Resource Provider's Resources** in IROC. If the **Resource Provider** cannot access IROC or if IROC is unavailable, the **Resource Provider** may report the status of **Resources** to the host dispatch unit of **Resource Provider's Resources** in IROC.

#### Dispatch and Assembly

The request for a **Resource** will be initiated by a phone call to the **Resource Provider** from an **AGR**. The request shall include the type of assignment, the Incident project name, the Incident or reporting location, and the date and time needed.

The **Resource Provider** shall either confirm to the **AGR** that the **Resource** is available, or advise that the **Resource** is unavailable, within one hour or less depending upon other time limits required or permitted by the **State**.

The urgency of the dispatch may require the **State** to offer less time to confirm availability of a **Resource** and begin travel to the Incident. The **State** shall allow safe and reasonable assembly, and travel time to the Incident. The **Resource Provider** shall confirm that the departure time from the **DDL** or other **Point of Hire** and the time needed at the Incident can be met.

If the **Resource Provider** does not confirm within the required time frame that the **Resource** is available, or if the **Resource Provider** provides a departure time or expected arrival time that is later than required by the **State**, the **AGR** may cancel the request without compensation to the **Resource Provider**.

Upon the confirmation described above, the **AGR** will provide the **Resource Provider** with a completed **Resource Order**.

If the **Resource Provider** accepts a confirmed **Resource Order** and then later rejects the assignment, without documentation of extenuating circumstances preventing the acceptance of the assignment, the **Resource Provider's** Agreement may be terminated.

If a **Resource Provider** fails to meet the requirements of the Agreement in any respect, the **State**, at its sole discretion, may cancel the **Resource Order** and order other **Resources**.

By accepting a **Resource Order** the **Resource Provider** represents that it has all permits, licenses, and other authorizations required by the jurisdiction responsible for the Incident to which the **Resource Provider** is responding, and for which the **Resource Provider** is providing a **Resource**, and further represents that that the **Resource Provider** is not subject to any actions or proceedings, legal or otherwise, that would impede the **Resource's** ability to perform the **Services** required under the Agreement.

The **State** reserves the right to monitor or inspect any contracted **Resources** to determine **Resource Provider's** compliance with any Agreement requirements. **Resource Provider** noncompliance will be subject to all remedies deemed appropriate by **State**.

#### Travel While Under Hire

The following provisions apply at all times when **Resources** are driving a vehicle to provide **Services** and while **Under Hire** including without limitation, travel during mobilization and demobilization, when actively engaged in wildland fire activities, or during initial attack fire response (includes time required to control the fire and travel to a rest location). The **Resource Provider** shall ensure that **Resources** comply with the following driving time limits when traveling to and from an Incident by motor vehicle:

- **Resources** assigned to an Incident or engaged in initial attack fire response shall adhere to the current Work/Rest guidelines for determining length of duty day.
- No person will drive for more than ten (10) hours (excluding rest stops and stops for meals) in any duty day ([CFR Title 29 500.105](#) and [CFR Title 49 398.6](#)).
- Each driver shall be given at least eight (8) consecutive hours of rest within a duty day before driving (exceptions are allowed when essential to accomplish immediate and critical suppression objectives or address immediate and critical firefighter or public safety issues).
- Multiple drivers in a single vehicle may drive up to the duty day limitation provided no driver exceeds the individual driving (behind the wheel) time limitation of ten (10) hours.
- Documentation of mitigation measures used to reduce fatigue is required for drivers who exceed 16-hour work shifts. This is required regardless of whether the driver was still compliant with the ten (10) hour individual driving (behind the wheel) time limitations.

The Resource Providers shall ensure that all vehicles used to provide Services and while Under Hire meet all Federal and State Motor Vehicle Requirements.

The Resource Providers shall ensure that **Operators** of any motor vehicle used to provide Services and while Under Hire with a GVWR of 26,001 pounds or greater meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which the Operator is licensed.

The **Resource Provider** shall employ measures to prevent driver fatigue whenever possible. These measures may include, but are not limited to:

- Additional drivers operating within the appropriate duty day limitations
- Reducing the length of the duty day
- Expanded rest requirements, or
- Alternative travel methods

This Agreement does not authorize the use of red lights or sirens, nor does it authorize speeding to or from an Incident.

#### Actions Upon Reporting to the Incident Reporting Location

The **Resource Provider** shall arrive at the Incident reporting site by the ETA date and time listed on the **Resource Order**.

If the **Resource Provider** fails to arrive at the Incident reporting site by the required arrival time, the **State** may, at its sole discretion, reject the **Resource** and order another **Resource** and may take such steps as the **State** deems to be appropriate under the circumstances including, without limitation, termination of the **Resource Provider's** Agreement.

The **Resource Provider** shall furnish the following documentation to the appropriate **AGR** upon arrival and Check-in at the Incident:

- The **Resource Order**,
- A copy of this Agreement (both Part A and the applicable Part B)
- A copy of the **Resource Information & Rate Sheet**, fully executed,
- Current year [PMS-310-1](#), [OR-OSHA](#), or [ISAHV](#) Training Certificate, including proof of Fire Shelter Deployment training.
- Government issued photo identification card (i.e., driver license, passport, or other government issued identification card)

#### Work/Rest Policy

The **Resource Provider** is required to follow the [Work/Rest Guidelines](#) established by the NWCG.

The use of the words "Work" and "Rest" used in this section are for purposes of defining Work/Rest periods only and not for the purposes of compensation.

To maintain safe and productive Incident activities, the **State** shall appropriately manage work and rest periods, assignment duration, and shift length for **Resources** working at Incidents under the **State's** control. The **State** and the **Resource Provider** shall plan for all **Resources** to be provided a minimum 2:1 work to rest ratio (i.e., one (1) hour of sleep or rest for every two (2) hours of work or travel).

For the purposes of defining Work/Rest in the context of the 2:1 Work/Rest ratio, "Work" includes travel to and from the worksite, compensated meal breaks, debriefing and equipment refurbishment following assigned work shift in preparation for the next **Operational Period**, whether compensable or not. "Rest" is all time off duty outside of the work shift and includes non-compensable breaks.

Work shifts that exceed 16 hours or consecutive days that do not meet the 2:1 Work/Rest ratio should be the exception, and no work shift should exceed 24 hours. However, in situations where this does occur (for example, initial attack), the **State** will resume the 2:1 Work/Rest ratio as quickly as possible.

The Incident Commander, or **AGR** shall justify work shifts that exceed 16 hours and those that do not meet 2:1 Work/Rest ratio. Justification will be documented in the daily Incident records. Documentation shall include the mitigation measures used to reduce fatigue.

The **Resource Provider** shall communicate promptly to the **State** any concerns relating to the **State's** provision of, or perceived failure to provide, adequate rest time during an Incident.

### Demobilization

The **State** may demobilize a **Resource** from an Incident for the following reasons:

- **Services** at the Incident are no longer required.
- The **Resource** has not arrived at the Incident within the required time or is otherwise not in compliance with the requirements of the Agreement or **Resource Order**.
- The **Resource** has engaged in conduct within the definition of **Demobilized for Cause**.
- For such other reason as determined by the **State**.

If a **Resource** is demobilized for conduct within the definition of **Demobilized for Cause**, or while **Under Hire** has engaged in conduct including, without limitation, any violation of this Agreement, the **Resource Provider's** Agreement may be terminated.

### **Insurance**

The **Resource Provider** shall provide to the **State**, Certificate(s) of Insurance for all required insurance before performing any **Services** under this Agreement. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance shall include a list of all policies that fall under the excess/umbrella insurance.

The **Resource Provider** shall obtain, and keep in effect while **Under Hire**, and for the duration of any and all services performed under this Agreement, the following insurance coverages:

#### Commercial General Liability

Covering bodily injury and property damage in a form and with coverage that is satisfactory to the **State**. This insurance shall include personal injury liability, products, and completed operations, and contractual liability coverage for the indemnity provided under this Agreement and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$2,000,000.

#### Automobile Liability Insurance

Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

#### Workers' Compensation

**Resource Providers** that employ "subject workers" as defined in [ORS 656](#) who work under this Agreement in the **State** of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.027 or ORS 656.850.

#### Additional Insured

The liability insurance coverage, except Workers' Compensation, required for performance of the Agreement shall include as endorsed Additional Insured, all the following: the State of Oregon, Oregon Board of Forestry, Oregon Department of Forestry, Coos Forest Protective Association, Douglas Forest Protective Association, and Walker Range Protective Association. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

#### Tail Coverage

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. The **Resource Provider** shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, the **Resource Provider** shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Agreement.

#### Notice of Change or Cancellation

The **Resource Provider** or its insurer shall provide at least 30 days' written notice to the **State** before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

#### Insurance Requirement Verification

All insurance providers are subject to **State** acceptance. The **Resource Provider** shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to the **AGRs** responsible for verification of insurance coverage.

#### Liability for Personal Injury and/or Property Damage

Notwithstanding [ORS 477.410](#), the **Resource Provider** agrees to assume responsibility for all damage or injury to persons or property, including **State** employees and third parties, resulting from the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the **Resource Provider** or its employees, officers, or agents in performing under this Agreement.

For equipment furnished under this Agreement, the **Resource Provider** shall be liable for any loss, damage, or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of **State** employee(s) while acting within the scope of their employment.

#### Indemnification

The **Resource Provider** shall defend, save, hold harmless, and indemnify the State of Oregon, Oregon Department of Forestry and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the **Resource Provider** or its officers, employees, or agents under this Agreement.

#### No Third-Party Beneficiaries.

The **State** and the **Resource Provider** are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

#### **Authorization**

By completion and submittal of a **Resource Information & Rate Sheet**, the undersigned acknowledges, attests, and certifies individually and on behalf of the **Resource Provider** that:

- He/she is a duly authorized representative of the **Resource Provider**, has been authorized by **Resource Provider** to make all representations, attestations, and certifications contained in this Agreement, if any, issued, and to execute this Agreement on behalf of **Resource Provider**,
- The **Resource Provider** is bound by and shall comply with all requirements, specifications, terms, and conditions contained in this Agreement,
- The **Resource Provider** certifies that all training certificates, insurance documents, and licenses are authentic and valid, and that all **Resources** provided have met all training requirements,
- The **Resource Provider** shall furnish federal employee identification number or social security number with offer,
- The **Resource Provider** acknowledges and certifies that they are not on any state or federal debarred or suspension lists, and
- The **Resource Provider** acknowledges that company and **Resource** performance history, industry durability and hourly rates offered may affect dispatch priority order of **Resources**.