



STATE OF OREGON

RIDER FOR FUELS MITIGATION / PRESCRIBED FIRE SERVICES TO THE 2022-2025 ODF INCIDENT RESOURCE AGREEMENT

Exhibit A

This Rider for Fuels Mitigation / Prescribed Fire Services ("Rider") supplements the existing 2022-2025 ODF Incident Resource Agreement (IRA) to include additional services that may be provided by IRA Resource Providers. Specifically, this Rider supplements the Scope of Work described in Part A, page 2 of the 2022-2025 ODF IRA, to authorize the Resource Provider to accept dispatches or other forms of work assignments to perform the following:

Fuels Mitigation/Prescribed Fire services associated with the removal/reduction of hazardous fuels to help decrease catastrophic damage of wildfires on Oregon lands.

Under this Rider, the Resource Provider may respond to dispatches or accept work assignments from federal government and state government authorities within the State of Oregon that operate to perform hazardous fuels mitigation work associated with land management objectives to help decrease the risk of catastrophic damage of wildfires to lands within the State of Oregon.

Firefighting crews are required to arrive at fuels mitigation/prescribed fire assignments with drip torches and fuel in addition to the standard hand tools required by the IRA.

10-person crews = at least 2 drip torches

20-person crews = at least 4 drip torches

The following conditions apply to the Resource Provider's performance of services under this Rider, and by accepting work under this Rider, the Resource Provider agrees to these conditions:

1. Services are to be provided at the same rates of compensation in effect under the 2022-2025 IRA on the date of deployment, or as otherwise agreed to by the Resource Provider and government authority.
2. The government authority and the Resource Provider may agree to additional or alternative provisions to account for long-distance transportation, logistics and expenses associated with deployment to perform the services; including but not limited to lodging, meals and the provision of equipment, tools, safety equipment and clothing that will be needed for the performance of the services. These additional or alternate provisions shall take precedence over the 2022-2025 IRA provisions only for the period of Resource Provider's assignment to that

specific incident. No additions or changes shall be made to the 2022-2025 IRA master provisions without the issuance of an official amendment by ODF.

3. Payments for all Services under this Rider shall be made to the Resource Provider by the state's incident host unit listed on the Resource Order.
4. ODF shall not be responsible for any obligations or for the resolution of any disputes or disagreements that arise out of any dispatch or work assignment made by any government authority other than ODF.
5. The Resource Provider must, through the duration of any dispatch or work assignment, maintain all resource standards under the IRA and maintain its insurance coverage as required by the IRA and any requesting authority.
6. In performing any services, or in responding to any dispatch or work assignment under this Rider, the Resource Provider is not an agent, employee, or officer of ODF for any purpose, including for the purposes of the Oregon Tort Claims Act, ORS 30.260 to 30.330.

ODF has authority to establish this Rider under ORS 477.406, which authorizes ODF to enter into a contract or agreement with federal or state agencies, political subdivisions, corporations, responsible organizations/landowners for the prevention and suppression of fire; and ORS 190.110, which authorizes ODF to cooperate by agreement or otherwise with federal agencies, state agencies, units of local government and American Indian Tribes.

The Resource Provider may use the IRA as the basis for agreeing to provide these services without further approval or authorization by ODF.

Company Name

IRA Agreement No.

Resource Provider Authorized Representative Name

Resource Provider Authorized Representative Signature

Date

ODF IRA Contract Officer Name/Signature

Date

IRA Crew and Equipment Resource Providers interested in performing Prescribed Fire activities must comply with the provisions herein and complete the information and signatures above. Completed forms (both pages 1 & 2) must be emailed to the PCSU. The PCSU will return fully executed copies to the Resource Provider and update the ODF profile to include the Resource's availability for Prescribed Fire assignments.