



State of Oregon
Oregon Department of Forestry
Incident Resource Agreement
2026-2029

This Incident Resource Agreement (“IRA”) is between the State of Oregon (“State”) acting by and through its Department of Forestry (“ODF”) and the Contracting party listed on the Incident Resource Agreement – Signature Page (“Resource Provider”).

Recitals

- A. This Incident Resource Agreement (IRA or Agreement) establishes the terms and conditions under which ODF may obtain equipment, supplies, and services from private vendors and contractors for use in emergency incident response and preparedness activities. These activities include, but are not limited to, wildland fire suppression, fire camp support, hazard and fuels mitigation, and other land management activities intended to decrease the risk of catastrophic damage of wildfires to lands in the State of Oregon.
- B. This Agreement provides a pre-established framework to ensure that **Resources** are available, reliable, and procured in accordance with applicable state and federal laws, ODF policies, and emergency management standards. The intent is to enable ODF to respond efficiently and effectively to incidents while ensuring fair compensation, accountability, and safety for all participating parties.
- C. This Agreement is comprised of Part A (General Terms and Conditions), as well as the applicable Appendix 1 through 19 for specific types of Resources offered by the Resource Provider.
- D. ODF is authorized to enter into this Agreement pursuant to ORS 477.406 and ORS 190.110.

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PRIMARY TERMS AND CONDITIONS APPLICABLE TO ALL IRA RESOURCES

SECTION A: AGREEMENT

A.1 – Agreement Documents

This Incident Resource Agreement consists of the following documents,

- Part A, Primary Terms and Conditions Applicable to All IRA Resources
- Specific Terms and Conditions, as applicable to the **Resources** offered:
 - Appendix 1 – AVIATION SUPPORT
 - Appendix 2 - CAMP SUPPORT EQUIPMENT
 - Appendix 3 - CREWS, 12 FIREFIGHTING
 - Appendix 4 - FALLERS
 - Appendix 5 - FUEL TENDERS
 - Appendix 6 - HEAVY EQUIPMENT (2026)
 - Appendix 7 - MECHANIC WITH SERVICE TRUCK
 - Appendix 8 - MEDICAL RESOURCES
 - Appendix 9 - MOBILE CLERICAL UNITS
 - Appendix 10 - MOBILE UNITS (Handwash, Laundry, Restroom, Shower, Sleep)
 - Appendix 11 - RADIO OPERATORS
 - Appendix 12 - REFRIGERATED TRAILERS
 - Appendix 13 - RUNNERS (VEHICLE WITH DRIVER)
 - Appendix 14 - SECURITY SERVICES
 - Appendix 15 - UTVs and ATVs
 - Appendix 16 - WATER HANDLING
 - Appendix 17 - WEED WASH UNITS
 - Appendix 18 - YURT TENT UNITS
 - Appendix 19 - MOBILE FOOD UNIT

A.2 – No Guarantee of Work

Execution of this Agreement does not guarantee work. ODF is under no obligation to order or utilize any **Resource** or service from the **Resource Provider**. **Resource** requests and assignments will be made solely at the discretion of ODF or its authorized representatives, based on Incident needs and operational priorities. No minimum number of orders, hours, or payments is promised or implied by this Agreement.

SECTION B: SCOPE

B.1 – Scope of Services

This Agreement governs the provision of wildfire suppression and other incident-related services performed by the **Resource Provider** for the **State**. The **Resource Provider** shall provide Resources identified in an executed Incident Resource Agreement and associated Appendix when requested by the **State**, to the extent that the **Resource** is equipped, **Qualified**, and available for dispatch, and provided the request aligns with the **Resource Order**.

B.1.1 – Standards of Performance

Resource Provider shall perform all **Services** under this Agreement in accordance with the highest applicable professional or industry standards. The **Resource Provider** must comply with all the provisions of this Agreement while providing **Services**.

B.1.2 – Minimum Personnel Age

All personnel performing wildfire suppression services must be 18 years of age or older. Individuals under the age of 18 shall not perform hazardous or rigorous firefighting duties.

B.1.3 – Communication Requirements

All personnel representing the **Resource Provider** must be able to proficiently communicate in English to ensure safe and effective performance of assigned duties. The **Resources Provider's** representative must be able to proficiently communicate in English, the language of the crew or personnel, and read and communicate the Incident Action Plan (IAP) Safety Alters, and other operational documentation.

B.1.4 – **Qualified** Personnel Requirement

The services provided by the **Resource Provider** during a wildfire suppression incident may include hazardous conditions. Therefore, the **Resource Provider** must utilize only **Qualified** personnel when filling **Resource Orders** under this Agreement.

SECTION C: TERMS OF AGREEMENT

C.1 - The term of the Agreement will start on the date of the fully signed and executed Incident Resource Agreement and expire on December 31st, 2029, unless terminated sooner.

C.2 –Merger Clause; Waiver.

This Agreement, the Appendices, Signature Page, and Rate Sheet(s) 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 will bind the 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, will be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement in one instance will not constitute a waiver by State of its right to enforce that or any other provision.

C.3 - Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

C.4 - Amendments.

The State may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties and has been approved as required by applicable law.

C.5 - Counterparts.

This Agreement 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 Agreement so executed constitutes an original.

SECTION D – GENERAL PROVISIONS

D.1 – Independent Contractor

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

D.2 – Authority Over Work

Upon entering into this Agreement, it is understood by the **Resource Provider** that it is their responsibility to determine the appropriate means and manner of performing the services for the **State** under this Agreement. The **State** reserves the right to evaluate the quality of **Services** performed and determine and modify schedule of the **Resource Provider** while **Under Hire**. The **State** cannot control the means and manner in which **Services** are to be performed by the **Resource Provider** except as is specifically set forth in an applicable **Statement of Work**.

D.3 – Assignment, Novation, Subcontracts

D.3.1 – The **Resource Provider** shall not assign, delegate, novate, or otherwise transfer this Contract, or any rights or obligations under it, without the **State's** prior written consent. Any attempted assignment, delegation, novation, or transfer made without such consent is void and constitutes a violation of this Agreement. The **State's** consent to any single assignment or novation does not constitute consent to any future assignment or novation.

D.3.2 – **The Resource Provider** shall not enter into any subcontract for work or services under this Agreement without the prior written consent of the **State**. The **Resource Provider** is responsible for the performance of any approved subcontractor and shall ensure that all terms, conditions, and obligations applicable to the **Resource Provider** under this Agreement are equally binding on any subcontractor.

D.3.2.1 – Transport Exception

The restriction in **Section 3.3.2** does not apply to subcontracts for services that are used solely to transport, mobilize, demobilize, or support **Resources** under this Agreement.

D.3.3 - No assignment, novation, or subcontract will relieve the **Resource Provider** of any duty or obligation under this Agreement. The **Resource Provider** remains responsible for satisfactory performance of all work, regardless of any approved subcontracting arrangement.

SECTION E – COMPLIANCE REQUIREMENTS

E.1 General Compliance

The **Resource Provider** is responsible for ensuring that its personnel comply with the provisions of this Agreement. If Resource Provider or its personnel fail to follow the provisions of this Agreement, State may pursue all remedies and penalties permitted, including **Termination**, or **Suspension** of the Agreement or any **Resources** offered under this Agreement.

E.2 – Labor, Safety, Wage Requirements

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:

- a) Wages and the Fair Labor Standards Act | U.S. Department of Labor
- b) OAR 259-009-0120 – Grounds for Denial or Revocation
- c) Oregon Occupational Safety and Health: Division 7: Current Rules: State of Oregon
- d) BOLI: Prevailing Wage: For Employers: State of Oregon

E.3 – Tax Compliance

The **Resource Provider** shall comply with all Oregon tax laws, tax provisions imposed by political subdivisions of the State, and all rules, regulations, charter provisions, or ordinances that implement any of the foregoing tax laws. Oregon State agencies are prohibited from entering into contracts or agreements with providers of goods and services who are in violation of “any Oregon tax law.”

- a. “Any Oregon tax law” includes, but is not limited to, Oregon Revised Statute (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.

E.4 – Drugs and Alcohol

The **Resource Provider** and its personnel are prohibited from engaging in the manufacture, distribution, dispensing, or unlawful possession or use of controlled substances, including marijuana and alcohol, while **Under Hire**, in fire camp, on **State** property, or at any time while providing services under this Agreement.

E.5 – Unlawful or Criminal Conduct

The violation of state or federal laws by the **Resource Provider** or their personnel may result in the **Termination** of the **Resource Provider’s** Agreement even while not **Under Hire** or performing **Services**.

E.6 – Weapons Prohibition

The **Resource Provider** and its personnel shall not possess firearms or other dangerous weapons while **Under Hire**, in fire camp, on **State** property, or at any time while providing **Services** under

this Agreement. “Firearms and other dangerous weapons” are defined in **18 U.S.C. 930 - Possession of firearms and dangerous weapons in Federal facilities - Content Details - USCODE-2024-title18-part1-chap44-sec930**. 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, nor any item or device used to aid in fire suppression activities while **Under Hire** or required by this Agreement or applicable **Resource Order**.

E.7 – Harassment, Discrimination, and Violence-Free Workplace

The **Resource Provider** and its personnel shall conduct themselves to ensure the maintenance of a work and rest environment that is 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, as referenced in OAR 125-246-0330.

E.8 – Property Damage Prohibition

The **Resource Provider** and its 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.

E.9 – Compliance with Law

The Resource Provider shall comply, and cause all personnel, subcontractors, and agents to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Services under this Agreement. The **State** reserves the right to verify the **Resource Provider’s** compliance with applicable laws at any time during the term of the Agreement.

E.10 – Duplication of Agreements

The **Resource Provider** shall not simultaneously hold a Virtual Incident Procurement (VIPR) contract or a National Agreement, while also entering into an IRA for the same **Resources**. A **Resource** that is registered under a Federal or National Agreement may not be used for a different purpose under the IRA if it has the same Vehicle Identification Number (VIN). **Resources** may only be committed under one Agreement at a time. Violation of this provision will result in **Termination** of the **Resources** under the IRA and payment reimbursement will default to the Federal Agreement. This section does not apply to firefighting crews.

E.11 - Falsifying Information

The **Resource Provider** and its personnel shall not knowingly provide false, misleading, or fraudulent information, documentation, or records to the **State** in connection with this Agreement or any Incident. Any falsification, misrepresentation, or intentional omission may result in immediate **Termination** of the Agreement, denial of payment, and may subject the **Resource Provider** to civil or criminal penalties under applicable law.

The **Resource Provider** acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by the **Resource Provider** pertaining to this Agreement that constitutes a

"claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, the Resource Provider certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, the **Resource Provider** further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the **Resource Provider**. The **Resource Provider** understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the **State** or Agency under this Agreement or any other provision of law.

E.12 - Prohibition of Pets

The **Resource Provider** and its personnel shall not bring pets or animals to the Incident, without direct authorization from Incident Command. Pets are prohibited on the fireline and in vehicles or equipment used for Incident operations. Violation of this provision may result in removal of the pet or personnel or both from the Incident and may affect payment for services. This section does not apply to recognized service animals as defined under applicable law.

E.13 - Unsolicited Resources

The **Resource Provider** shall not dispatch or send any personnel, equipment, or other **Resources** to an Incident unless specifically requested and authorized through a **Resource Order** issued by the **State**. **Resources** arriving at an Incident without a valid **Resource Order** are considered unsolicited and will not be accepted, utilized, or compensated. The **State** reserves the right to deny access to, or direct the removal of, any unsolicited **Resources** from the Incident.

SECTION F – RESOURCES & EQUIPMENT STANDARDS

F.1 – Business Registration and Authority

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

- a) The **Resource Provider** must be a business entity that is registered in the database on the Secretary of State website, and must follow all Administrative Rules associated with the Resource Provider's business registry.
- b) The **Resource Provider** warrants that the signatory is duly authorized to bind the **Resource Provider** to this Agreement. If the **Resource Provider** is a corporation, partnership, limited liability company, or other entity, the **Resource Provider** represents that all necessary corporate or entity actions have been taken to authorize its participation in this Agreement.

F.2 – Equipment Requirements

F.2.1 – Resource Providers must ensure that equipment offered under this Agreement are in safe operating order with the ability to complete the work under this Agreement as documented on the **Resource Order**. The **State** reserves the right to reject equipment that is not in safe, operable condition or does not otherwise comply with the terms and conditions of this Agreement. Equipment that is determined by the **State** to be unsafe at any point during the assignment, or becomes inoperable, will not be reimbursed for travel and is not considered **On-Shift**.

F.2.3 - **Resource Providers** shall only supply equipment listed on their approved Agreement. Substitutions or unlisted equipment will not be accepted.

F.2.4 - Equipment may be subject to extreme environmental hazards and strenuous operating conditions. These conditions can include unimproved roads, steep, rocky, and hilly terrain, dust, heat, and smoky environments. By entering into this Agreement, the **Resource Provider** acknowledges that normal wear and tear during incident assignments may exceed typical operating conditions and is reflected in the rates as approved in the Executed Agreement.

F.2.5 - The **Resource Provider** is responsible for all equipment, materials, supplies, and personal protective equipment required by this Agreement and **Resource Order**. The **Resource Provider** is also responsible for the transportation, training, and competence of **Qualified** personnel needed to meet the Agreement requirements and the specific details of the **Resource Order**.

F.3 – Vehicle Requirements

F.3.1 – The **Resource Provider** must ensure that its vehicles operated under this Agreement are covered by automobile insurance in accordance with all applicable federal and **State** requirements, including the requirements of this Agreement in **Section M**.

F.3.2 – The **Resource Provider** must ensure that its vehicles operated under this Agreement comply with the safety standards applicable to that vehicle. Generally, passenger vehicles shall comply with the Department of Labor regulations referenced at 29 CFR 500.104.

F.3.3 – The **Resource Provider** must ensure that its vehicles operated under this Agreement, other than passenger vehicles which are driven more than 75 miles, comply with DOT Regulations referenced at 29 CFR 500.105. This applies to the transportation of Migrant and Seasonal Agricultural Workers (MSPA).

F.3.4 - The **Resource Provider** is responsible for providing all fuel, oil, and maintenance at the **Resource Provider's** own expense.

F.3.5 - The **Resource Provider** must ensure that its vehicles have clearly visible external identification on the driver's side and passenger side doors. The identification can be in the form of a decal or an attachable magnet, for example. At a minimum, the identification shall include the **Resource Provider's** business name as it appears on the Agreement.

F.4 – Personal Protective Equipment (PPE)

The **Resource Provider** is responsible for ensuring all assigned personnel arrive with the proper, fully operational, and sanitary personal protective equipment (PPE). The **Resource Provider** shall be responsible for ensuring all PPE is safe and well-maintained throughout the assignment, ensuring no defective or damaged items are used. If there are additional PPE requirements necessary for the **Resource** personnel as required by the **State**, the **Resource Provider** shall provide the additional PPE to all personnel assigned to that **Resource**.

F.4.1 - Equipment and Clothing for each **Resource** personnel shall include:

BOOTS	Meets <u>OAR 437-007-1320(2)</u> . Each Resource personnel must wear foot protection that provides adequate traction and support for the foot and ankle. Boots must be fire and melt resistant; heavy duty lace-up type, and a minimum of 8" high top with lug type sole in good condition (No steel-toed boots). Resource Personnel operating chain saws shall wear footwear that is made of, or covered with, cut resistant material.
CHAPS	Required for all chainsaw Operators . Chain saw chaps should be long enough to reach at least 2 inches below the boot tops and meet all other <u>NFPA 1977</u> standards.
HEAD PROTECTION	Hard hat or helmet. Each Resource personnel must wear head protection, with chinstrap, in accordance with <u>OAR 437-007-0305(1) and (2)</u> and shall meet <u>NFPA 1977</u> standards.
HAND PROTECTION	Gloves made of heavy-duty leather or Nomex.
EYE PROTECTION	Eye protection must meet the minimum requirements of <u>ANSI Z87</u> , latest edition.
HEAD LAMP	With batteries and attachment for the hard hat.
FIRE SHELTER	New generation fire shelters must be compliant with MTDC Standards: <u>0351-2313P-MTDC</u> .
PROTECTIVE CLOTHING	Fire resistant clothing shall be certified to <u>NFPA 1977</u> standards to: a. Self-extinguish upon removal from a heat source. b. Act as an effective thermal barrier by minimizing conductive heat transfer. c. Not melt or shrink excessively upon exposure to a high heat source. d. Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (Nomex™) or any other similar fabric.

F.5 – Radios

Resource Providers shall have a programmable hand-held radio with programming capabilities while performing services under this Agreement. Authorized radios are listed on the NIFC website under “Approved Radios.” It is recommended that **Resource Providers** and their personnel maintain standards of radio communications present in the USFS Telecommunications Handbook (41.64) & (41.66). **Resource Providers** must provide accurate and up-to-date training to their personnel on radio use. 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 any communications other than fire activities. **Resource Providers** must comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all federal incidents and with all Federal Communications Commission (FCC) rules and regulations on **State** Incidents.

F.6 – Resource Inventories

Resource Providers shall consult the applicable Appendix for the specific equipment requirements and shall report to the Incident with all inventories required by the Agreement.

F.7 – Laundry

If the **State** establishes laundry service at an incident, **Resource Providers** will be allowed to use the service at no cost. If the **State** does not establish laundry service, the **Resource Provider** is responsible for making laundry service arrangements for their **personnel** and is responsible for all costs associated with those services

F.8 – Medical Standards

The **Resource Provider** is financially responsible for the medical coverage and medical expenses of their personnel.

- a) The **Resource Provider** shall ensure the safety and welfare of their personnel.
- b) If Government **Qualified** First Aid providers are available, the **State** may assist **Resource Provider personnel** with first aid if the need arises 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.
- c) The **State** may provide first aid at no cost to the **Resource Provider** personnel. Any costs associated with further medical treatment will be the responsibility of the **Resource Provider**.
- d) If a **Resource Provider's** personnel is in camp with an illness or injury and transported to a medical facility by the **State** or at the **State's** expense, the **Resource Provider** shall reimburse the **State** for all expenses related to such transport.
- e) If a **Resource Provider's** personnel is injured on the fireline, the personnel may be evacuated by the **State** at the **Resource Provider's** expense.
- f) The **Resource Provider** shall immediately report any accident or injury that occurs while **Under Hire** to the Incident Safety Officer or **AGR**. This includes injuries on the fireline and in fire camp.
- g) The **Resource Provider** must provide their personnel with an adequate supply of appropriate forms, including insurance ID cards, and other necessary documents. These documents must accompany any injured or ill personnel if the medical needs arise.

SECTION G – DISPATCH, RESOURCE STATUS & ORDERS

G.1 - Resource Status and IROC

In order to effectively and efficiently select and dispatch **Resources** to Incidents, the **State** must have complete and accurate information regarding the current status of each **Resource**. The **State** utilizes the Incident Resource Ordering Capability (IROC) system for this purpose. The **Resource Provider** is responsible for setting up a vendor account upon execution of the **Resource Provider's** Agreement.

G.1.1 - The link to set up an IROC account can be found at: [IROC | Wildland Fire Application Information Portal](#). Before the **Resource Provider's** account can be established, the USFS must first enter the **Resource Provider** as a vendor in IROC. ODF will facilitate the request and provide notification once the vendor entry process has been completed.

G.1.2 - The **Resource Provider** is responsible for monitoring and maintaining an accurate status of their **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 their **Resources** in IROC.

G.2 - Dispatch

The **State** in its sole discretion will determine which Resource Providers to contact to request Resources, what Resources to request, and when the Resources will be requested based on incident needs and operational priorities. The request for a **Resource** will be initiated by a phone call to the **Resource Provider** from an **Authorized Government Representative (AGR)**. The request will include the type of assignment, the Incident project name, the Incident or reporting location, and the date and time needed.

G.2.1 - The **Resource Provider** must confirm **Resource** availability – or report unavailability - to the **AGR** within one hour or less depending upon other time limits required or permitted by the **State**. Urgent dispatches may require the **State** to offer less time for the **Resource Provider** to confirm availability and begin **Resource** travel to an Incident. The **State** will allow safe and reasonable **Resource** assembly and travel time to an Incident.

G.2.2 - The **Resource Provider** must confirm that the **Resource** can meet the required departure time from the **Point of Hire (PoH)** or **Designated Dispatch Location (DDL)**, and the required arrival time at the Incident. Failure to confirm within the required timeframe or provide a departure or arrival time that is later than the **State** requires may result in cancellation of the dispatch request without compensation.

G.2.3 - Upon confirmation of dispatch as described above, the **AGR** will provide the **Resource Provider** with a complete **Resource Order**. The **Resource Order** must be presented by the **Resource Provider** when requested upon arrival to the Incident.

G.2.4 - By accepting a **Resource Order**, the **Resource Provider** confirms that it has all permits, licenses, certifications, and other necessary authorizations required by the jurisdiction responsible for the Incident the **Resource** is responding to. The **Resource Provider** also affirms that they are not subject to any actions or proceedings, legal or otherwise, that would impede the **Resource's** ability to perform the **Services** required under the Resource Order or this Agreement.

G.3 – Assembly

The **Resource Provider** must utilize the **DDL** for **Resource** assembly and dispatch prior to departing for each Incident. The **DDL** must be accurately listed on the **Resource Provider's** Agreement. The **State** reserves the right to inspect **Resources** upon arrival at Incident and upon Demobilization.

G.3.1 – The **State** reserves the right to inspect all **DDLs**. The State may conduct inspections based on type of **Resource**, location, past performance, or at random.

G.4 – Non-Compliance

G.4.1 – Dispatch

If the **Resource Provider** does not confirm **Resource** availability within the required timeframe or provides a departure or arrival time that does not meet **State** requirements, the **State** may cancel the dispatch request without compensation.

G.4.2 – Rejection of Accepted Orders

If the **Resource Provider** accepts a confirmed **Resource Order** and then later rejects the assignment, without documented **AGR** approval, the **Resource Provider's** Agreement may be **Terminated**.

G.4.3 – Agreement Compliance

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

G.4.4 – General Remedies

Resource Provider non-compliance will be subject to all remedies and consequences deemed appropriate by the **State**.

G.5 – Inspections

The **State** reserves the right to monitor or inspect any contracted **Resources**, at any time, to determine the **Resource Provider's** compliance with the Agreement requirements.

G.5.1 – Inspection Upon Demobilization

The **Resource Provider** may request an inspection of their **Resources** upon departure from an Incident to establish damage claims against an Incident.

SECTION H – TRAVEL, VEHICLES & WORK/REST

H.1 – Travel Compensation Eligibility

H.1.1 – Non-Compensable Return Travel (Default/Removal)

The **State** will not compensate for return travel time to the **Resource Provider's PoH** if the **Resource** was released or removed from the Incident due to a breach or default of this Agreement. In addition, the **State** will not compensate for return travel time if the **Resource Provider** was given the chance to remedy violations following a notice and failed to correct the violation or default within the time frame given in the notice.

H.1.2 – Equipment Inoperability During Incident

If the **Resource** equipment becomes inoperable or damaged after acceptance at the Incident and cannot be repaired within 24 hours (or other agreed timeframe), the **State** may release the resource. Removal from the Incident is at the **Resource Provider's** expense.

H.1.3 – Daily Commuting When No Fire Camp is Available

If a fire camp is not accessible or available and a **Resource** is directed by the **State** to commute to the Incident from its **PoH**, on a daily basis, the **State** will pay compensation for daily travel to and from the Incident and the **PoH**.

H.1.4 – Travel Between Incidents (Reassignment)

If a **Resource** is reassigned, the receiving host unit will compensate the **Resource Provider** for travel time and meals between incidents. The **Resource Provider** must provide the last-day documentation from the prior incident to the receiving Incident's Finance Section.

H.2 – Local Resource Commuting Definition

Local Resource commuting distance equals a maximum one-way commute of 45 miles or a distance that the **Resource** can reasonably travel to and from the **DDL** and the assignment site. The ordering unit is responsible for determining the final assignment site and is not subject to reimbursement dispute. Meal and rest breaks are included in this calculation. The **State** will determine the expected arrival time at the Incident and the return travel time when the **Resource** is released.

H.2.2 – Travel Time Calculation

Travel Time = Distance ÷ 45 mph.

H.2.3 - Local Resources

Unless otherwise directed by the **AGR**, **Local Resources** are required to commute to the Incident from their **DDL** (as documented on the executed Agreement) daily. The **State** will pay compensation for daily travel to and from the Incident and the **DDL**. **Local Resources** will not be paid or reimbursed for **Subsistence** or lodging.

H.3 – Vehicles

H.3.1 - The **Resource Provider** shall ensure that all vehicles **Under Hire** and used to provide **Services** meet all Federal and State Motor Vehicle requirements. **Operators** of any motor vehicle **Under Hire** and used to provide **Services** with a GVWR of 26,001 pounds or greater must meet federal and state Commercial Driver's License (CDL) requirements and any other endorsements that may be required by the state in which the **Operator** is licensed. The **State** reserves the right to review **Operators'** driver's licenses upon arrival to the Incident, or at any point while **Under Hire**.

H.3.2 - This Agreement does not authorize the use of red lights or sirens, nor does it authorize speeding to or from an Incident. The **State** may request that **Resources** utilize the headlights of their motor vehicles while traveling **Under Hire** depending upon Incident conditions, such as smoke or fog. **Resource Providers** are responsible for ensuring that all safety features of their motor vehicles (including transports) are functional prior to dispatch. The **State** reserves the right to demobilize any **Resource**, upon arrival or anytime during Incident, that is not deemed safe, is not mechanically sound, does not meet working standards, or does not pass Incident inspection.

H.4 – Driving Limitations

The following provisions apply when **Resources** operate a vehicle to provide **Services** while **Under Hire**. This includes, without limitation: mobilization and demobilization travel, active wildland fire operations, and initial attack fire response (including time required to control the fire and travel to a rest location). The **Resource Provider** shall ensure that its personnel comply with the following driving time limits when traveling to and from an Incident by motor vehicle:

- a) **Rest Requirement:** Each driver must be given at least eight (8) consecutive hours of rest within a duty day before driving.
 - 1) Exceptions to this rule are permitted when it is essential to manage urgent and critical fire suppression objectives, or to address urgent and critical firefighter or public safety issues.
- b) **Driving Daily Limit:** No person will drive for more than ten (10) hours in any duty day (excluding rest and meal breaks in accordance with 29 CFR Title 29 500.105 and CFR Title 49 398.6).
- c) **Multiple Drivers:** When multiple **Qualified** drivers are present in a single vehicle, driving may continue up to the maximum duty day limit, provided no driver exceeds the individual ten (10) hour driving-time (behind-the-wheel) limit.
- d) **Work/Rest Compliance: Drivers** assigned to an Incident or engaged in initial attack fire must adhere to the current Work/Rest guidelines for determining length of duty day.
- e) **Fatigue Mitigation Documentation:** Drivers who exceed 16-hour work shifts must document the mitigation measures used to reduce fatigue. This requirement applies regardless of whether the driver remained within the ten (10) hour drive-time limitations.

H.5 - Work/Rest Guidelines

The terms “Work” and “Rest” used in this **Section H.4** are for the purposes of defining Work/Rest periods only, and not for the purposes of compensation as described in **Section J – Compensation**.

H.5.1 - The **Resource Provider** and its **Personnel** are required to follow the Work/Rest Guidelines established by the NWCG.

H.5.2 - To maintain safe and productive Incident operations, the **State** will make efforts to appropriately manage work and rest periods, assignment duration, and shift length for **Resource Provider** personnel under the **State’s** direction. The **State** and the **Resource Provider** shall plan for all personnel to be provided with a minimum 2:1 work/rest ratio. This refers to one (1) hour of sleep or rest for every two (2) hours of work or travel. This requirement is in addition to limits described under **Section H.3 – Driving Limitations**, where applicable.

H.5.3 – For purposes of applying the 2:1 Work/Rest ratio:

- “Work” includes travel to and from the worksite, compensated meal, debriefings, and equipment resupply activities performed at the end of the assigned work shift in preparation for the next **Operational Period**, whether such time is compensable or not.
- “Rest” includes all time off duty outside of the work shift, including non-compensable breaks.

H.5.4 - No work shift shall exceed 24 hours. Work shifts exceeding 16 hours, or consecutive days where the 2:1 Work/Rest ratio is not met, should occur only under exceptional circumstances (e.g., initial attack). When such exceptions occur, the **State** will restore the 2:1 Work/Rest ratio as soon as operationally feasible.

H.5.5 - The Incident Commander or **AGR** must justify work shifts exceeding 16 hours or any shift that does not meet the 2:1 Work/Rest Ratio. Justification will be documented in the daily Incident records and will include the mitigation measures used to reduce fatigue.

H.5.6 - The **Resource Provider** is encouraged to promptly notify the **State** of any concerns or issues related to the **State's** provision of, or perceived failure to provide, adequate rest time during an Incident.

H.6 – Work/Rest Compensation

Compensation for Work/Rest status will be determined in accordance with **Section J – Compensation**, subject to the specific provisions of **Section H.5 – Work / Rest Guidelines**.

H.6.1 - If the State directs the **Resource Provider** to reside at Incident Command Post, Fire Camp, or any other specified location for Mandatory Rest and Recuperation (R&R), the **State** will compensate the **Resource Provider** for eight (8) hours guaranteed rate per day.

H.6.2 - If the **State** directs the **Resource Provider** to return to their **PoH** for R&R, the **State** will compensate the **Resource Provider** for travel time to and from its **PoH**.

H.6.3 - If the **Resource Provider** elects an option other than the option directed by the **State**, or if the **State** provides no direction, the **State** will compensate according to the one option selected by the **Resource Provider**. Under no circumstances will the **Resource Provider** be compensated for both options.

SECTION I – OPERATIONAL REQUIREMENTS

I.1 – On-Shift Time

The On-Shift Time is the period of time for which the **Resource Provider** is eligible for compensation while **Under Hire**. This includes travel to and from the **PoH** and any additional travel necessary to perform assigned work (such as travel between base camp and the fireline), actual hours worked, time spent on required vehicle cleaning for noxious weed control, and any period during which the **Resource Provider** is directed or ordered to remain at a specific location, fully equipped and ready for assignment.

I.2 – Arrival at Incident

The **Resource Provider** shall ensure that all of its ordered **Resources** arrive at the Incident reporting site by the date and time listed on the **Resource Order**.

I.2.1 – Failure to Report

If the **Resource Provider** and its **Resources** fail to arrive at the Incident reporting site by the required arrival time listed on the **Resource Order**, the **State** may, at its sole discretion, reject the **Resource** and order other **Resources**. Failure to arrive at the incident by the time required on the **Resource Order** may result in consequences, including, but not limited to, the **Suspension** or **Termination** of the **Resource Provider's** Agreement.

I.3 – Check-In Documentation Requirements

The **Resource Provider** and its **Resources** must present the following documentation to the appropriate **AGR** upon arrival and Check-In at the Incident:

RESOURCE ORDER	Resources provided must match Resources listed on the Resource Order .
INCIDENT RESOURCE AGREEMENT	Fully executed, complete with Resource information and signatures.
TRAINING CARD(S) / CERTIFICATION(S)	Current year <u>PMS 310-1</u> or <u>OAR 437(OR-OSHA)</u> including proof of Fire Shelter Deployment Training as specified in each Resource Appendix.
PHOTO ID	Current government issued photo identification card, such as a driver's license, passport, or other government issued identification.

I.3.1 - It is *highly* recommended that **Resource Providers** provide multiple copies of their **Resource Order** and fully executed Incident Resource Agreement to their personnel when dispatched to an Incident.

I.4 – Conduct Requirements

As referenced in **E.7 – Harassment, Discrimination, and Violence-Free Workplace**, the **Resource Provider** and its personnel must maintain a work and rest environment free from any behavior or language that could be seen as threatening, offensive, or abusive.

I.4.1 – The **State** may demobilize a **Resource Provider** and its personnel from an Incident if the **Resource Provider** or its personnel have participated in any misconduct as referenced in **I.4 – Conduct Requirements** or **E.7 - Harassment, Discrimination, and Violence-Free Workplace**.

I.4.1.1 - If a **Resource** Provider or its personnel is demobilized for conduct within the definition of **Demobilized for Cause** or has engaged in conduct that violates **I.4 – Conduct Requirements and E.7 - Harassment, Discrimination, and Violence-Free Workplace** or any other terms of this Agreement while **Under Hire**, the **Resource Provider's** Agreement may be **Terminated**.

I.4.1.2 - The **State** may demobilize a **Resource Provider** from an Incident for the following reasons:

- Services** at the Incident are no longer required.
- The **Resource Provider** did not arrive at the Incident within the required time.
- The **Resource Provider** is not in compliance with the requirements of the **Resource Order**.
- The **Resource Provider** or its **Resources** are not in compliance with this Agreement.
- The **Resource Provider** or its personnel has engaged in conduct that is within the definition of **Demobilized for Cause**.
- For any other reason determined by the **State**.

I.5 – Assignment Shifts

a) Timekeeping Calendar Day: 0001 – 2400 (military time)

SHIFT TYPE	HOURS WORKED	PERSONNEL REQUIREMENTS
Less than Daily Shift	Less than 8 hours	Standard Number of Personnel
Daily Shift	8 to 17.75 hours	Standard Number of Personnel
Extended Shift	18 to 23.75 hours	Standard / Double Personnel, as Required
Double Shift	24 hours	Double the Number of Personnel

I.6 – Length of Assignment

The standard length of assignment is fourteen (14) days, exclusive from travel to and from the **PoH**. However, the actual duration of assignment will be determined by the needs of the Incident.

I.6.1 – Assignment Extensions

The **State** may extend the length of assignment when life and property are imminently threatened, suppression objectives are close to being met, replacement **Resources** are unavailable or have not yet arrived, or other approved extenuating circumstances. The Incident Section Chief or Incident Commander is responsible for approving assignment extensions. Extensions beyond 14-day assignments will be made sparingly. The **AGR** may consider the health, readiness, and capability of **Resource Provider**'s personnel prior to authorizing back-to-back assignments. The health and safety of Incident personnel and **Resources** will not be compromised under any circumstance.

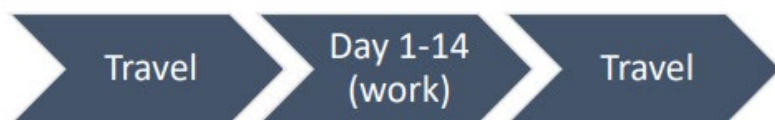
I.7 – Mandatory Rest and Recuperation (R&R)

Following the completion of a 14-day and 21-day assignment, the **Resource Provider** shall provide its personnel with two (2) mandatory days off. Days off must occur on the calendar days immediately after returning to the **PoH**. For an assignment exceeding 21 days, the Resource Provider shall provide its personnel with two (2) mandatory days off before the start of the 22nd day of the assignment.

I.8 – Work / Rest / Travel Scenarios

I.8.1 – 14-Day Scenario

A 14-day assignment does not include travel from and to the **PoH**. Time spent staging and preposition status counts towards the 14-day assignment.



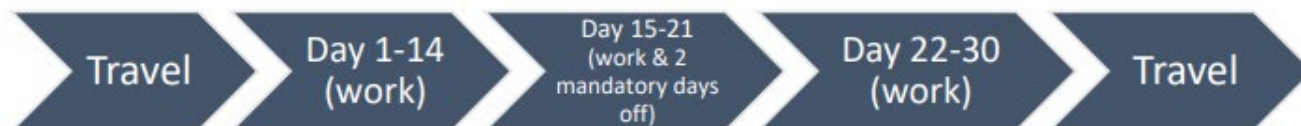
I.8.2 – 21-Day Scenario

A 21-day assignment does not include travel from and to the **PoH**. Time spent in staging and preposition status counts toward the 21-day assignment.



I.8.3 – 30-Day Scenario

An assignment longer than 22 days does not include travel from and the **PoH**. Time spent in staging and preposition status counts toward the assignment. For an assignment exceeding 21 days, two mandatory days off will be provided before the start of the 22nd day of the assignment.



I.9 - Vehicle Cleaning for Noxious Weed Control (Weed Wash)

When directed by the **State**, the **Resource Provider** shall clean its vehicle(s) to remove noxious weed seeds upon arrival and demobilization from Incident.

I.9.1 – Compensation

Any time spent by a **Resource Provider** or its personnel 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 Resource Provider submitting written receipts. The **State** will not compensate the Resource Provider for using commercial cleaning facilities unless directed to do so by the **State**.

SECTION J – COMPENSATION

The compensation rates provided in the ***Incident Resource Agreement Rate Sheet*** are intended to cover all of the **Resource Providers** costs under this Agreement, including but not limited to labor, materials, equipment, **Services**, transportation, taxes, fees, insurance, overhead and administration and any other cost, fee or expense of any type or description by the **Resource Provider** under this Agreement.

J.1 – Incidental Costs

The **Resource Provider** shall incorporate its incidental costs into its daily or hourly rate. The **State** will not compensate the **Resource Provider** for any costs, including but not limited to equipment support, tool sharpening, equipment maintenance, invoice reconciliation, laundry service, or any other off-shift activities related to **Resource** readiness beyond the guarantees specified in the ***Incident Resource Agreement Rate Sheet***. Payment will only be made for those items described in the Agreement.

J.2 – Meal Breaks

After **Control of the Fire**, a meal period of at least 30 minutes must be ordered and taken for each work shift. The **Resource Provider** must clearly show this meal break on the shift ticket.

SECTION K – SUBSISTENCE

K.1 – 72-Hour Self Sufficiency

The **State** may require **Resource Provider** personnel to arrive **Self-Sufficient** with enough food and drink for up to the first seventy-two (72) hours of an Incident, as specified on the **Resource Order**.

K.2 – Catering Availability

The **Resource Provider** may not claim per diem reimbursement during this “72-hour **Self-Sufficient**” period if catering services are available and providing meals on the Incident.

K.3 – Catering Unavailability

K.3.1 – Start of **Subsistence** Compensation

If a catering service has not been established, the **Resource Provider** will be compensated for **Subsistence** beginning after the completion of the first shift worked.

K.3.2 – Responsibility for Initial Sustenance

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

K.3.3 – **State**-Provided **Subsistence** at Incident

If the **Resource Provider** personnel are allowed or directed to return to its **PoH** during off-shift time, the **State** will not provide **Subsistence**. However, the **State** will provide **Subsistence** (if available) after the first shift is worked when the **Resource**:

- a) is required to stay in fire camp, and
- b) is not released to the **PoH** during off-shift time.

K.4 – Self-Sufficient Assignments

If a **Resource Provider** is ordered to be **Self-Sufficient** for an assignment (as documented on the **Resource Order**), the **State** will not provide **Subsistence**. Instead, the **State** will compensate the **Resource Provider** for **Subsistence** after the end of the first shift worked.

K.4.1 – Meal Reimbursement Rates

Compensation will be based on 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:

MEAL	RATE
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

K.5 – Lodging, Extended Travel, & Special Circumstances

When:

- a) travel time exceeds Work/Rest standards,
- b) driving limitations apply, or
- c) fire camp is not available, and the **State** determines commuting is uneconomical,

the **State** will do one of the following:

- 1) Provide **Subsistence** directly;
- 2) Direct the **Resource** to a designated facility; or
- 3) Provide additional payment based on the applicable GSA per diem lodging rates (published by the US General Services Administration website) or actual lodging expenses, whichever is lower.

Additional lodging rules:

- Lodging taxes are not included in per diem rates and must be prorated to ensure total reimbursement does not exceed the established GSA rate.
- Lodging expenses will be reimbursed based on double occupancy at a hotel/motel or other commercial facility.

K.6 – Invoicing for Subsistence

The **Resource Provider** may request payment for **Subsistence** by submitting an invoice to the Incident Host Unit (as documented on the **Resource Order**). The **Resource Provider** shall include receipts with the invoice for any lodging listed on the **Resource Provider's** invoice.

K.7 - Recreational Vehicles (RVs) and Camp Trailers

K.7.1 - The **State** is not responsible for providing space for recreational vehicles (RV) or camp trailers.

K.7.2 – Availability and Relocation

At the Incident Management Teams discretion **Resource Providers** may be required to relocate RVs and camp trailers away from the Incident.

K.7.3 – Costs and Monitoring

If the **Resource Provider** is required to relocate an RV or camp trailer, the **State** will not be responsible for monitoring off-site locations nor incur any costs for the offsite camp location including, but not limited to, mileage to and from the Incident Command Post / remote base camp or fire line assignments, camping fees, utility costs, etc.

K.7.4 – Damages and Theft

The **State** will not be responsible for any damage or theft that occur because of the relocation of the RV or camp trailer.

SECTION L – TIMEKEEPING, INVOICING & PAYMENT

L.1 – Shift Tickets

The **Resource Provider** shall submit a shift ticket to the **AGR** daily, signed by the **Resource Provider**. The **AGR** will review, verify, and sign the shift ticket if determined to be accurate. Failure to submit accurate shift tickets in a timely manner (daily) will be considered default of the terms and conditions of this Agreement.

L.1.1 – The **AGR** responsible for ordering and directing **Resources** will verify and approve **On-Shift** time.

L.1.2 – **Resource Provider** shall record time using 24-hour military time (0001-2400), rounding to the nearest quarter hour that the **Resource** was **On-Shift**.

L.1.3 - Shift tickets are the **Resource Provider's** official payment document. The **Resource Provider** must complete shift tickets at the end of each shift. No payment will be made for incomplete shift tickets or for unauthorized work time. Shift tickets must be signed by both the **Resource Provider** and the **AGR** of the Incident.

L.1.4 - The **AGR** is responsible for turning in shift tickets to the Incident's timekeeping unit.

L.1.5 – **Resource Provider** must insure that shift tickets are complete and legible at the time of turn-in. The Incident timekeeping unit reserves the right to verify the shift ticket with the **AGR** and the **Resource Provider**.

L.1.6 – **Resource Provider** must submit separate shift tickets for each piece of equipment.

L.1.7 – **Resource Provider** must list the names of all individuals deployed or utilized with each piece of equipment identified on the shift ticket.

L.1.8 - If any of **Resource Provider's** **personnel** are required to leave the Incident due to sickness, injury, or **Termination**, the shift ticket must accurately reflect the personnel's time on-shift and the reason for leaving.

L.2 – Invoices

The **Resource Provider** shall generate an invoice and send it to the Incident host unit for payment.

L.2.1 - Each invoice must include:

- a) the Incident name and **Resource Order** number(s),
- b) the **Resource Provider's** name and company name (if different),
- c) the taxpayer identification number,
- d) the remittance address, and phone number, and
- e) the **Resource Provider's** entire executed Agreement, signed by the appropriate **AGR**.

L.3 – Payment

Payment for all **Services** under this Agreement will be made to the **Resource Provider** by the **State's** Incident host unit listed on the **Resource Order**. The **State** has no obligation to pay any

compensation to the **Resource Provider** unless the **Resource Order** is issued for an Incident under the jurisdiction of the State of Oregon.

L.3.1 - Payment for **On-Shift** time will be made for actual units ordered and performed as listed on the applicable Agreement.

L.3.2 - The **State** is not responsible for any payments owed to the **Resource Provider** by any other state, federal, local, or tribal entity, or for any delay or failure by those entities to make payment.

L.4 – 90-Day Requirement

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**.

L.5 – State Right to Withhold Payment

L.5.1 - If the **Resource Provider** is found to be in default of this Agreement, or if the **State** suffers financial damages, the **State** reserves the right to withhold payment to the **Resource Provider**.

L.5.2 – Deductions

Unless specifically stated elsewhere in this Agreement, the cost of any supplies, maintenance, or materials provided for the **Resource Provider** by the **State** shall be deducted from the payment to the **Resource Provider**. The costs of any items that were borrowed from fire cache and not returned will also be deducted from the payment to the **Resource Provider**.

L.6 – Method of Payment

L.6.1 - **Resource Providers** must be registered in the OregonBuys system to receive payment from the **State**.

L.6.2 - The **State** will make a lump sum payment to the **Resource Provider** once all documents have been received and audited. At Type 1/Type 2 Incidents, an invoice is typically generated at the Incident for time **On-Shift**.

L.6.3 – Available Funds and Authorized Payments

L.6.3.1 -. The Oregon Department of Forestry is the agency responsible for making payments under this Agreement. The **Resource Provider** may not seek payment or compensation from any other agency or department of the **State** regardless of the entity responsible for managing the Incident. The **State** certifies that it has sufficient funds currently authorized for expenditure to finance the cost of this Agreement within the **State's** current biennial appropriation or limitation.

L.6.3.2 - The **Resource Provider** understands and agrees that the **State's** payment of amounts under this Agreement is dependent on the **State** receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow the **State**, in the process 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 law regulating liabilities or monetary obligations of the State of Oregon.

L.6.3.3 – The **State's** payments to **Resource Provider** are subject to [ORS 293.462](#) and will be made only after the **State** has determined that invoices are complete and **Services** are accepted, in accordance with the compensation rates in the approved ***Incident Resource Agreement Rate Sheet***.

L.6.4 – Assignment of Claims

The **Resource Provider** may not make any Assignment of Claims under the Agreement without the **State's** prior written consent. If a **Resource Provider** wants to Assign any claims to future payments to a bank or financial institution, the **Resource Provider** shall submit a written request for Assignment of Claims to:

ODF Accounts Payable Unit, 2600 State Street, Salem OR 97310.

L.6.4.1 - 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 halt the Assignment of Claims. If an invoice is submitted that is subject to an existing Assignment of Claim, the **Resource Provider** shall attach a copy of the fully executed Incident Resource Agreement to the invoice.

SECTION M – INSURANCE REQUIREMENTS

M.1 – Certificate(s) of Liability Insurance

The **Resource Provider** shall provide any and all Certificates of Insurance required to the **State** before performing any **Services** under this Agreement. These Certificates 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(s) must include a list of all policies that fall under the excess/umbrella insurance.

M.2 – The **Resource Provider** shall obtain, and keep in effect while **Under Hire**, and for the duration of all **Services** performed under this Agreement, the following insurance coverages:

a) Commercial 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.

b) 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.

c) Worker's 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 Worker's Compensation Coverage, unless such employers are exempt under ORS 656.027 or ORS 656.850.

M.3 – Additionally 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.

M.4 – Notice of Cancellation

The **Resource Provider** or its insurer must give the **State** at least 30 days' written notice before a lapse in coverage, canceling, changing, or not renewing the required insurance.

M.5 – 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.

M.6 – Insurance 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 **AGR(s)** responsible for verification of insurance coverage.

SECTION N – DEFAULT, SUSPENSION & TERMINATION

N.1 – Suspension

The **State** may **Suspend** this Agreement or a specific **Resource** under the Agreement for an appropriate duration as determined by the **State**, if a **Resource Provider** is in default of this Agreement. The **State** will give the **Resource Provider** written notice at the time of **Suspension** outlining the reasons, methods, and remedies for the **Suspension**. The **State** will determine if and when to lift the **Suspension**, at the sole discretion of the **State**.

N.2 - Mutual Termination

The Agreement may be **Terminated** at any time by mutual, written agreement of the **Resource Provider** and the **State**.

N.3 – Termination for Convenience

The **State** may terminate this Agreement or a specific **Resource** under this Agreement, for any reason and without cause, after 30 days' written notice to the **Resource Provider**. The **State** will give the **Resource Provider** written notice at the time of **Termination** outlining the reasons, methods, and remedies (if any) for the **Termination**. The State will determine if and when to reinstate the Agreement, at the sole discretion of the **State**.

N.4 – Immediate Termination for Default

The **State** may **Terminate** this Agreement or a specific **Resource** under the Agreement for a default of this Agreement, immediately upon notification. The **State** will give the **Resource Provider** written notice at the time of **Termination** outlining the reasons, methods, and remedies (if any) for the **Termination**. The **State** will determine if and when to reinstate the Agreement, at the sole discretion of the **State**.

N.5 – Default Conditions

N.5.1 – Default of Resource Provider

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

- a) 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**;
- b) 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;
- c) The **Resource Provider** no longer holds a license or certificate that is required to perform its obligations under this Agreement;
- d) **Resource Provider** misrepresentation of **DDL Resource** assembly and dispatch protocols;
or
- e) The **Resource Provider** commits any material breach of any covenant, warranty, obligation, or certification under this Agreement.

N.5.2 – Default of State

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

N.6 – State Remedies

N.6.1 - If a **Resource Provider** is in default of the Agreement, the **State** is entitled to the following remedies:

- a) Recovery of all damage 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;
- b) **Termination** of the **Resource Provider's** Agreement;
- c) Initiation of an action or proceeding for specific performance or declaratory, injunctive, or equitable relief; or
- d) Exercise of its right of setoff and withholding of monies otherwise due and owing.

N.6.2 – The **State's** 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.

N.7 – Provider Remedies

The **Resource Provider** may **Terminate** the Agreement if the **State** is in default of the terms and conditions of this Agreement and such default is not cured within 60 business days beyond the delivery of a default notice, or such longer period as specified by the **Resource Provider** in a default notice. The **Resource Provider's** sole monetary remedy will be a claim for unpaid invoices and for costs payable under this Agreement that are not yet invoiced, subject to [ORS 293.462](#). In no event will **State** be liable to **Resource Provider** for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to **Resource Provider** exceed the amount due to **Resource Provider** under this Agreement, then **Resource Provider** will pay immediately any excess to **State** upon written demand.

N.8 – Survival

All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive **Termination** of this Agreement, including without limitation this **Section N.8**, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, compensation rates, **Resource Provider's** representations and warranties, remedies, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

SECTION O – LIABILITY, DAMAGES & INDEMNIFICATION

O.1 – Liability and Damages

The **Resource Provider** is liable for any loss, damage, or destruction of equipment furnished under this Agreement, except for loss, damage, or destruction resulting from the negligence or wrongful acts of **State** employees while acting within the scope of their employment.

O.1.1 – Liability for Personal Injury and/or Property Damage

In addition to, and not in limitation of, the obligations set forth in **Section O.1** above, and 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 actions of, the **Resource Provider** or its employees, officers, or agents in performing under this Agreement.

O.1.2 - In no event will the **State** be liable to the **Resource Provider** for lost profits, lost savings, indirect damage, punitive damage, exemplary, consequential or incidental damages that may be claimed by the **Resource Provider**, or any damages prohibited by any applicable Oregon law.

O.2 – 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.

O.3 - 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-party persons unless third-party persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

O.4 – Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

O.5 – Venue and Jurisdiction

Any claim, action, suit or proceeding between **State** (or any other agency or department of the State of Oregon) and the **Resource Provider** that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. The Resource Provider, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

SECTION P – TRAINING REQUIREMENTS

P.1 – District-ONLY Resources

Resource Providers who elect to be designated as District-Only vendors will meet the following minimum training requirements:

- a) **Resource Provider** personnel assigned to District-Only **Resources** shall complete Oregon Occupational Safety and Health Administration (OR-OSHA) Basic Wildland Fire Safety Training;

- b) Oregon Occupational Safety and Health Administration (OR-OSHA) Basic Wildland Fire Safety Training shall be current for the applicable fire season and available for verification upon request and at each Incident; and
- c) No additional qualification standards or training requirements beyond OR-OSHA Basic Wildland Fire Safety Training are required for District-Only **Resource Providers** unless otherwise specified by the **Resource**-specific Appendix.

Other training standards, such as those provided by MOU Training providers, ODF Districts, and all those that meet the training and qualification standards identified in the *Oregon Department of Forestry Wildland Fire Personnel Training and Certification Manual* or [NWCG PMS 310-1, Wildland Fire Qualification System Guide](#) will be accepted, but not required for District-Only **Resource Providers**.

P.2 – Statewide Resource Providers (through December 31, 2027)

Resource Providers who elect to be designated as Statewide vendors will meet the following minimum training requirements:

- a) **Resource Provider** personnel assigned to Statewide **Resources** shall complete Oregon Occupational Safety and Health Administration (OR-OSHA) Basic Wildland Fire Safety Training;
- b) Oregon Occupational Safety and Health Administration (OR-OSHA) Basic Wildland Fire Safety Training shall be current for the applicable fire season and available for verification upon request and at each Incident; and
- c) No additional qualification standards or training requirements beyond OR-OSHA Basic Wildland Fire Safety Training are required for Statewide **Resource Providers** unless otherwise specified by the **Resource**-specific Appendix.

Other training standards, such as those provided by MOU Training providers, ODF Districts, and all those that meet the training and qualification standards identified in the *Oregon Department of Forestry Wildland Fire Personnel Training and Certification Manual* or [NWCG PMS 310-1, Wildland Fire Qualification System Guide](#) will be accepted, but not required for Statewide **Resource Providers** until January 1, 2028.

P.3 – Statewide Resource Providers (starting January 1, 2028)

Resource Providers who elect to be designated as **Statewide** vendors will meet enhanced training and qualification requirements by **January 1, 2028**.

- a) All **Resource Provider** personnel shall meet the applicable training and qualification standards identified in the *Oregon Department of Forestry Wildland Fire Personnel Training and Certification Manual* or [NWCG PMS 310-1, Wildland Fire Qualification System Guide](#), for the position or function being performed;

b) Required training shall be completed through an **approved Memorandum of Understanding (MOU) training provider** recognized by ODF, an offering ODF District office, or all those that meet the training and qualification standards identified *the Oregon Department of Forestry Wildland Fire Personnel Training and Certification Manual* or *NWCG PMS 310-1, Wildland Fire Qualification System Guide*.

c) Statewide **Resource Providers** shall be responsible for ensuring personnel qualifications are current, documented, and verifiable at the time of hire and throughout the duration of the Incident.

P.4 - Election of Status and Compliance

a) **Resource Providers** shall designate, at the time of application and renewal, whether each **Resource** is intended to operate as a District-Only or Statewide **Resource**;

b) **Resources** designated as District-Only will not be dispatched outside the designated District. The **State** may grant an exception when statewide fire conditions reach Preparedness Level 5 (PL 5), the Incident borders another district, or other factors as determined by the **State**.

c) Failure to meet or maintain the required training and qualification standards applicable to the selected designation may result in non-dispatch, **Suspension**, or **Termination** of the Incident Resource Agreement, in accordance with the non-compliance provisions of this Agreement.

P.5 - Sanctions

If any of **Resource Provider's** personnel assigned to an Incident is found to lack required training cards or certifications, or is unable to produce documentation upon request, the **State** may impose immediate corrective and punitive actions, including but not limited to:

- a) Immediate removal of the individual from the Incident;
- b) Immediate demobilization of the affected **Resource** at the **Resource Provider's** expense;
- c) **Suspension** of the **Resource Provider**, the **Resource** or both from current and future dispatches;
- d) Withholding or denial of payment for affected **Operational Periods**; and
- e) **Termination** of the Agreement with the **Resource Provider** or the specific **Resource**.

The **State** may apply sanctions without prior notice and without an opportunity to cure while the **Resource** is assigned to an Incident.

SECTION Q – 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.

Control of the Fire – The fire is contained, hot spots near lines are extinguished, and the lines are expected to hold.

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** or an **Operator** that works as a member of a **Crew** on **Resources** that require multiple personnel.

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 executed Agreement.

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 **Authorized Government Representative(s) (AGR)** 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.

Local Resource - Any **Resource** whose **Designated Dispatch Location (DDL)** is physically located within 45 miles of an Incident. Travel time is calculated by dividing the distance via ground transportation by the travel speed of 45 mph.

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 (PoH)** and 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 **Authorized Government Representative (AGR)** direction, 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 will 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 **Incident Action Plan (IAP)** for an Incident. **Operational Periods** can be of various lengths, although usually not over 24 hours.

Point of Hire (PoH) – The physical location from which a **Resource** is hired, which may be the **Designated Dispatch Location (DDL)**, 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 (as applicable) 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 and 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 fifteen (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 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 will 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.

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

Suspension (Suspend, Suspended) – Temporary removal of any or all of a **Resource Provider's Resource**, equipment, or personnel from service due to any reason, such as non-compliance, safety issues, or misrepresentation, or administrative concerns. If **Suspended**, the **Resource** may not be dispatched or used until the **Suspension** is lifted by the **State**. **Suspension** is not **Termination** but may result in loss of availability or compensation during **Suspension** period.

Termination (Terminate, Terminated) – Permanent removal of any or all of a **Resource Provider's Resource**, equipment, or personal from service due to any reason, such as non-compliance, safety issues, misrepresentation, or a violation of the Agreement terms. Upon **Termination**, the **Resource Provider** must cease all work and will no longer be dispatched or used under the Incident Resource Agreement. The **State's** financial obligation is limited to services performed and approved prior to the **Termination** date.

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 **Designated Dispatch Location (DDL)** or other **Point of Hire (PoH)**.

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