

**INTERGOVERNMENTAL SERVICE AGREEMENT AMENDMENT #1
FOR
REGIONAL HAZARDOUS MATERIALS
EMERGENCY RESPONSE TEAM SERVICES**

This is amendment #1, amending agreement number 30004290 between the State of Oregon, acting by and through the Office of State Fire Marshal (hereinafter "OSFM") and the City of Gresham and Multnomah County (hereinafter "Contractor") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390. Contractor is designated as HazMat 03 for the purpose of identification within the Regional Hazardous Materials Emergency Response Team system. The parties hereby agree to the following:

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

Specialized Training Costs: The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" and if approved by the OSFM in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, and per diem/travel expenses at OSFM approved rates. With prior approval by the OSFM, up to one-third of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending training.

Medical Surveillance: The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations. Additionally, the OSFM will provide funding from the State's Spill Response Fund for exposure exams where no responsible party or parties is identified.

Equipment Loans: The OSFM agrees to loan the Contractor emergency response equipment as specified in Exhibit "B" of this Agreement. Equipment and materials will be provided by the OSFM as specified in Exhibit "C" of this Agreement.

Level A/B Personal Protective Equipment (PPE) Acquisition: Contractor shall be exclusively responsible for its selection of PPE suits, suit types or models to meet its own specific needs, and the OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor's choice of suits, their safety or reliability, or their testing or maintenance. The OSFM will pay for, and Contractor is authorized to purchase, only PPE suits that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.

Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapter 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in contracting for the acquisition of the suits. The suits shall be procured according to the procedure established in Standard Operating Guideline T021. Upon their acquisition, the suits become part of the state-owned equipment on loan to the Contractor as specified in Exhibit "B" of this agreement.

2.2.4 Billing System: Contractor will notify OSFM Regional Teams Operations Manager at (503) 373-1540, ext. 227 within 24 hours of a hazardous materials emergency response. An OSFM incident number will be assigned to the response at that time. Contractor shall leave a voice-mail message if notification is made after business hours. Contractor call will be returned the next business day. Contractor will provide an estimate of team response costs to the OSFM within 10 working days of the response. An expenditure report and invoice shall be submitted to the OSFM within 30 days of the response. Contractor claim for reimbursement shall be on OSFM approved forms and shall contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits.

The State shall bill the responsible party or parties within 30 days of receipt of Contractor invoice. The OSFM agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor team response costs shall be collected by the OSFM from the responsible party or parties before payment is made to the Contractor. Where payment has not been received by the OSFM within 30 days after the second billing to the responsible party or parties, then the Contractor approved team response costs shall be paid to the Contractor from the State Spill Response Fund. In no case shall the OSFM payment to the Contractor exceed 63 days after receipt of the Contractor invoice by OSFM, provided responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

Billing for State Owned Equipment Only: All responses to incidents utilizing state owned equipment will be billed for state owned equipment use only, including those incidents within the Contractor local jurisdiction. A statement for equipment used will be prepared by the Office of State Fire Marshal, and forwarded to the identified responsible party any time state owned equipment is used for hazmat response. If there is no responsible party identified, the local first responder will not be billed for the use of the equipment.

Option for Waiver: The Contractor shall have the option of requesting a waiver of state owned equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition the Contractor may request a waiver of charges when there are extenuating circumstances, which would preclude a billing to the responsible party or parties. Requests for waiver will be subject to review and approval by the State Fire Marshal.

Billing for Personnel and Non State-Owned Vehicles/Incidents not meeting OSFM Response Criteria: If Contractor opts to bill for personnel cost during a local response not meeting state authorized response criteria, the OSFM will pursue billing for those personnel costs. Those personnel costs will be reimbursed to the Contractor only upon collection from the responsible party or parties, and will not be subject to reimbursement from the State Spill Response Fund.

Priority of Reimbursements: If the OSFM successfully recovers payment from the responsible party or parties it shall first be used to pay the Contractor team response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Fund for the amount previously paid to the Contractor and the OSFM administrative costs. Any remaining funds will be used to pay emergency costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party or parties then the Contractor shall not be required to reimburse the OSFM for payments previously made.

2.10.2 Limitations: Except as provided in Section 2.1.4, this Agreement in no way limits a Contractor from responding with State owned equipment and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

2.11 Indemnification: When performing operations not authorized under ORS 453.374 – 453.390, while using State's equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

2.19 Insurance Coverage:

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

Office of State Fire Marshal
4760 Portland Rd. NE
Salem, OR 97305

City of Gresham/Multnomah County
c/o Gresham Fire Department
1333 NW Eastman Parkway
Gresham, OR 97030

EXHIBIT B

**INVENTORY OF
OSFM-PROVIDED VEHICLES AND EQUIPMENT**

Inventory for HM03 as of 10/14/05

<i>Team</i>	<i>Description</i>	<i>OSFM #</i>
<i>HM03 Gresham</i>		
	128 Channel Radio - UHF	ER0531
	128 Channel Radio - VHF	ER0512
	14 Gal Overpack Drum	
	3 1/8" Hole Saw	
	3 1/8" Hole Saw	
	30 Gal Overpack Drum	
	35mm Camera-Olympus	ER0071
	4 H Gloves	
	55 Gal Overpack Drum	
	800 MHz Watt Radio & Base Station	
	95 Gal Overpack Drum	
	AdvanceTec 4 Charger/conditioner wall mounted	
	Air Bag System	ER2783
	Air Drill w/Drill Bit, Auto Oiler	ER2119
	Air Hose w/Regulator 3/8" x 50'	
	Air Hose w/Regulator 3/8" x 50'	
	American Railroad Emergency Action Guide / Emergency Action Guides, 1997	
	APD 2000	0052
	Arc Joint Pliers	
	Aviation Shears, Left	
	Aviation Shears, Right	
	Aviation Shears, Straight	
	Bag Phone	
	Basic 215 Piece Set	
	Binoculars	ER0181
	Bolt Cutters - 18"	
	Bunker Boots - 7 pr	
	Calculator	ER0082
	Canon 3 in 1 Printer	
	Canon PC-6RE Copier w/Cartridge	
	Chain Saw	

Chemical Resistant Boots - 24 pr assorted sized

Chemtex Sijal, 1992, - 36 ea assorted sizes

Description

OSFM #

Chisel & Punch Set

Chlorine Kit "A"

ER1132

Chlorine Kit "B"

ER1136

Chlorine Kit "C"

ER1137

CHRIS Response Methods Handbook

Color Monitor 17"

Com Space Motorola Interface cables w/throat mic & ear cable

Com Space Motorola Interface cables w/throat mic & ear cable

Com Space Motorola Interface cables w/throat mic & ear cable

Com Space Motorola Interface cables w/throat mic & ear cable

Com Space Motorola Interface cables w/throat mic & ear cable

Com Space Motorola Interface cables w/throat mic & ear cable

Com Space Motorola Interface cables w/throat mic & ear cable

Com Space Motorola Interface cables w/throat mic & ear cable

Compaq 17" Flat Panel Monitor

0131

Compaq Advanced Port Replicator

0151

Compaq EVO N800C Laptop

0106

Compaq Monitor Stand

0133

COMPUTER; Dell Inspirin 5100 Laptop

25700-03504

Convertible Hand Truck

Craftsman 144 Piece Mechanics Set

Cryogenic

Cyalume Lights

DETECTOR; AIM Commander, Multigas Monitor

25700-04739

DETECTOR; AIM Commander, Multigas Monitor

25700-04736

DeWalt Cordless Circular Saw

Disposable Foot Covers

Dome Cover Clamps, 3/Set

ER2717

Dome Cover Clamps, 3/Set

ER2716

Drager CDS/HazMat Kit & Test Sets

Drager Training sets I & V

Drill

Drill Index

Drum Truck

ER0205

Drum Up Ender

ER1005

Duo Safety Ladder

ER2678

DuraFab Comfort Guard III, 1993 - 18 ea

Earplugs

Easy-Out/Stud Extractors

Easy-Out/Stud Extractors

Effects of Exposure to Toxic Gases, First Aid & Medical Treatment, Third Edition, 1988

Description

OSFM #

Emergency Handling of Hazardous Materials in Surface Transportation	
Farm Chemicals Handbook & CD	
Firefighter Handbook to Hazardous Materials	
Firefighter Hazardous Materials Reference Book, Second Edition	
Garden Hose w/Nozzle & Adaptor	
Garden Hose w/Nozzle & Adaptor	
Gateway P2-266 Computer	
GATX Tank Car Manual	
Gear Bag - 12 ea	
Gloves, Neoprene	
Ground Meter & Accessories	
Grounding Equipment/Bonding Equipment, 25ft	ER2610
Grounding Equipment/Bonding Equipment, 25ft	ER2610
Grounding Equipment/Bonding Equipment, 50ft	ER2610
Grounding Equipment/Bonding Equipment, 50ft	ER2610
Guide to Occupational Exposure Values, 1999	
Hand Truck	ER0200
Handbook of Compressed Gases, Fourth Edition, 1999	
Handbook of Health Physics and Radiological Health, Third Edition, 1998	
Hard Hat - 6 ea	
Haskel Breathing Air Booster Pump	ER1813
Hawley's Condensed Chemical Dictionary, Thirteenth Edition, 1997	
Hazardous Materials Air Monitoring & Detection Devices, 2002	
HazCat Kit	ER0551
High Pressure Regulator	
HP 6L Laser Printer	
Hydraulic Jack	
Impulse Framing Nailer	
Inflatable Kiddie Pool	
Jane's Chem Bio Handbook, 2001	
Kappler Reflector, 2001 - 4 ea	
Kappler Responder, 2001 - 4 ea	
Lakeland Tychem BR 440 Level B, 2001 - 16 ea	
Lakeland, Dupont, 2001 - 4 ea	
Leaker 6000	
Locking Pliers	
Lockout/Tagout Kit	
M256A1 Kit and Training Kit, 2002	
M8 & M9 Paper, 2001	
MDT Mobile Workstation	
Meger Meter	
Merck Index, Twelfth Edition, 1996	

Micro Cassette Recorder	ER0575
<i>Description</i>	<i>OSFM #</i>
Micro Cassette Recorder	ER0579
Mini Rae 2000	0052
MSA 261 w/Calibration Equipment, Harness	ER0439
MSA 261 w/Calibration Equipment, Harness	ER0435
MSA SCBA Bottle	ER1772
MSA SCBA Bottle	ER1777
MSA SCBA Bottle	ER1773
MSA SCBA Bottle	ER1776
MSA SCBA Bottle	ER1771
MSA SCBA Bottle	ER1774
MSA SCBA Bottle	ER1775
MSA SCBA Bottle	ER1770
MSA SCBA Frame	ER1767
MSA SCBA Frame	ER1765
MSA SCBA Frame	ER1766
MSA SCBA Frame	ER1764
MSA SCBA Frame	ER1763
MSA SCBA Frame	ER1762
MSA SCBA Frame	ER1769
MSA SCBA Frame	ER1768
MSA SCBA Spare Tank	ER1090
MSA SCBA Spare Tank	ER1084
MSA SCBA Spare Tank	ER1083
MSA SCBA Spare Tank	ER1082
MSA SCBA Spare Tank	ER1095
MSA SCBA Spare Tank	ER1094
MSA SCBA Spare Tank	ER1093
MSA SCBA Spare Tank	ER1085
MSA SCBA Spare Tank	ER1091
MSA SCBA Spare Tank	ER1092
MSA SCBA Spare Tank	ER1086
MSA SCBA Spare Tank	ER1080
MSA SCBA Spare Tank	ER1087
MSA SCBA Spare Tank	ER1081
MSA SCBA Spare Tank	ER1096
MSA SCBA Spare Tank	ER1089
MSA Spectacle Kit	
MSA Spectacle Kit	
MSA Spectacle Kit	
MSA Spectacle Kit	
MSA Spectacle Kit	
Multimedia Speakers, set	
NFPA Fire Protection Guide on Hazardous Materials, Twelfth	

Edition, 1997

Description

OSFM #

Nomex Coveralls - 33 ea

NS 2 lb Maul

NS 55 Gallon Drum Bung Wrench – 2 EA

NS Crescent Wrench - 12"

NS Dead Blow Hammer

NS Pinch Bar - 18"

NS Pipe Wrench - 24" – 2 EA

NS Pipe Wrench - 36" – 2 EA

NS Scraper

NS Screw Driver - Straight Tip, Large

ODOT Emergency Response Guidebook, 2000

Open End/Box End Wrenches, LG - 6 ea

OREIS, 2001

Pacesetter II Replacement Gloves

Pager – 20 EA

Pestline, Material Safety Data Sheet for Pesticides and
Related Chemicals, 2 vol, First Edition
PH Paper

Plastic Milk Crate - 5 ea

Pliers

Pocket Guide to Chemical Hazards, 1997

Polaroid Land Camera

ER0075

Polycarb Face Shield – 2 EA

Porta Potty

Portable FAX Machine

ER1791

Preparing for Biological Terrorism, 2002

Preparing for Terrorism, 2002

Pro Pak Foam Applicator

Proxima Projector & Case

Pry Bar, 54"

Pulaski – 2 EA

Putty Knife

PVC

Radio, Act 6 Unit Radio Rack

Radio, Charger, Travel Motorola HT1550xls

Radio, Charger, Travel Motorola HT1550xls

Radio, i Charge 6bay Unit

0487

Radio, Portable Motorola, HT1250 VHF

0480

Radio, Portable Motorola, HT1250 VHF

0479

Radio, Portable Motorola, HT1250 VHF

0484

Radio, Portable Motorola, HT1250 VHF

0485

Radio, Portable Motorola, HT1250 VHF

0483

Radio, Portable Motorola, HT1250 VHF

0482

Radio, Portable Motorola, HT1250 VHF

0481

Radio, Portable Motorola, HT1250 VHF	0486
<i>Description</i>	<i>OSFM #</i>
Ranger Firefighting Boots - 6 pr	
Rotary Rescue Saw	ER1636
Rubber Gloves	
Sawzall & Drill Pack - 24v	
Sax's Dangerous Properties of Industrial Materials, 3 vol, Tenth Edition, 1999	
Scissors	
Scoop Shovel (4 ea) - Aluminum	
Screwdriver set	
Sensidyne Detection Kit	ER1370
Shovel, round point - 2 ea	
Shovel, square point - 2 ea	
Single Charger	ER1172
Single Charger	ER1173
Sony Digital Camera, 128 & 16 mg Mem Stick, Chgr, Floppy Adapter	
Sony Video Camera & Tripod	ER0413
SPECTROMETER; Portable I.R.	25700-03503
Spil-fyter	
Spotting Scope	ER0189
State Clandestine Lab Book	
Stream-light Lantern	ER2692
Stream-light Lantern	ER2693
Terrorism Handbook for Operational Responders, 2002	
Tool Box - 4 ea	
Tracing Dye (solid and liquid)	
Traffic Cones, 10	ER1745
Turnouts, Full Firefighting w/Nomex Hoods - 16 ea	
UPS	ER1704
Utility Knife	
Vetter Inductor	
Victoreen	
Viking Magnets	
Weather PAK	ER1746
Weather Station	ER1352
Wheel Chocks, set of 2	
Wheel Chocks, set of 2	
Wildon Pump Mdl 200 w/Hose Kit	
Wire Brush	
ZODI Quick Hut Shower	

EXHIBIT F

Compensation for Vehicles and Apparatus 2005-2007

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

<u>Vehicles</u>	<u>Rate Per Hour</u>
Each engine	\$100.00
Each aerial ladder	150.00
Each utility/staff vehicle	50.00
HazMat Response Vehicle	150.00

Contractor Equipment Charges

Cellular/Mobile/SMR Telephone Charge	\$50.00 per incident per phone
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Other Associated Costs

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

Approving Signatures:

On Behalf of the State of Oregon,

Dated this _____ day of _____, 2005

Nancy Orr
State Fire Marshal

On Behalf of _____

Dated this _____ day of _____, 2005

Signature Charles J. Becker
Printed Name Charles J. Becker
Title Mayor - City of Gresham
Address 1333 NW Eastman Pkwy
City Gresham Zip 97030

On Behalf of Multnomah County

Dated this _____ day of _____,

Signature _____

Diane M. Linn
County Chair
501 SE Hawthorne Blvd., Suite 600
Portland OR 97214

On Behalf of Multnomah County Sheriff

Dated this _____ day of _____,

Signature _____

Bernie Giusto
Sheriff
501 SE Hawthorne Blvd., Suite 350
Portland OR 97214

On Behalf of _____

Dated this _____ day of _____, 2005

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2005

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2005

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____