EXHIBIT H

STANDARD TERMS AND CONDITIONS

OREGON STATE DEPARTMENT OF FORESTRY

(State of Oregon Fires Only)

I. Terms and Conditions

1. **AVAILABILITY OF FUNDS.**

CONTRACTOR understands and agrees that **ODF'S** payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent on **ODF** receiving from the Oregon Legislative Assembly appropriations, limitations, allotments or other expenditure authority sufficient to allow **ODF**, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. **ODF will only pay for completed work that is accepted by ODF.**

2. **CONTRACTOR'S STATUS.**

The services to be performed under this Agreement are those of an independent **CONTRACTOR**. **CONTRACTOR** is not an officer, employee or agent of the State of Oregon as those terms are used in ORS 30.265. **CONTRACTOR** shall be responsible for all federal or state taxes applicable to compensation or payments paid to **CONTRACTOR** under this Agreement and, unless **CONTRACTOR** is subject to backup withholding, **ODF** will not withhold from such compensation or payments any amount(s) to cover **CONTRACTOR'S** federal or state tax obligations. **CONTRACTOR** is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Agreement. **CONTRACTOR** will not be eligible for any federal social security, unemployment insurance, workers' compensation or Public Employees' Retirement System benefits from this Agreement's payments, except as a self-employed individual. **CONTRACTOR** certifies that (i) it is not an employee of the State of Oregon; (ii) if **CONTRACTOR** is currently performing work for State of Oregon or the federal **GOVERNMENT**, **CONTRACTOR**'s work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of **CONTRACTOR**'s employing agency (state or federal) would prohibit **CONTRACTOR**'s work under this Agreement; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal **GOVERNMENT**.

3. **INDEMNIFICATION.**

CONTRACTOR shall defend, save, hold harmless, and indemnify the State of Oregon, **ODF** 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 **CONTRACTOR** or its officers, employees, subcontractors, or agents under this Agreement.

4. **COMPLIANCE WITH APPLICABLE LAW.**
CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. **ODF's** performance under this Agreement is conditioned upon **CONTRACTOR'S** compliance with in ORS 279.312, 279.314, 279.316, 279.320, and 279.555 which are hereby incorporated by reference. In the performance of services under this Agreement, **CONTRACTOR** shall use recycled and recyclable products to the maximum extent economically feasible.

5. **FORCE MAJEURE.**
Neither **ODF** nor **CONTRACTOR** shall be held responsible for delay or default caused by riot, acts of God, war, or any other like cause which is beyond the party's reasonable control. **CONTRACTOR** shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. **ODF** may terminate this Agreement upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Agreement.

6. **AWARD TO FOREIGN CONTRACTOR**.
If the amount of this Agreement exceeds $10,000 and if **CONTRACTOR** is not domiciled in or registered to do business in the State of Oregon, **CONTRACTOR** shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this Agreement. **ODF** shall withhold final payment under this Agreement until **CONTRACTOR** has met this requirement.

7. **SEVERABILITY.**
If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

8. **GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.**
This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") **ODF CONTRACTOR** that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. **CONTRACTOR**, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9. **DISPATCH PRIORITY LIST.**
ODF reserves the right to dispatch resources based upon closest forces, cost effectiveness, and other considerations and is **NOT** required to utilize the Dispatch Priority List (DPL); **ONLY** when ODF is the jurisdictional/paying agency.

II. Insurance

During the term of this Agreement, **CONTRACTOR** shall maintain in force at its own expense, each insurance noted below. For further information on coverage and providers, **CONTRACTOR** is directed to contact Oregon Workers' Compensation Division, Employer Compliance Unit at 503-947-7815.

1. **Notice of Cancellation or Change.**
   No insurance required under this Agreement may be canceled or materially changed, without **30 days** prior written notice to **ODF**. All employers, including **CONTRACTOR**, that employ subject workers, as defined in ORS 656.207 shall comply with ORS 656.017 and shall provide worker's compensation coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). **CONTRACTOR** shall require and ensure that each of its subcontractors complies with these requirements.

2. **Comprehensive or Commercial General Liability.**
   CONTRACTOR shall obtain, at **CONTRACTOR'S** expense, and keep in effect during the terms of this Agreement, Comprehensive or Commercial General Liability insurance covering personal injury and with property damage, with extended coverage endorsement from an authorized insurance company authorized to do business in the State of Oregon. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement plus products/completed operations liability.

Description	*Each Occurrence*	*General Aggregate*
CGL	$1,000,000	$2,000,000

3. **Automobile Liability.**
   CONTRACTOR shall obtain, at **CONTRACTOR'S** expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance. This coverage may be provided by combining the Automobile Liability Insurance with the Comprehensive or Commercial General Liability Insurance.

Description	*Each Occurrence*
Automobile Liability	$1,000,000

4. **Additional Insured**.
   The insurance coverage certificate(s) required for performance of this Agreement, except Workers' Compensation, shall name the **STATE OF OREGON,** the Board of Forestry, the Department of Forestry and their officers, divisions, agents, employees and members as additional insured with respect to the activities performed under this Agreement.

5. **Certificate of Insurance.**
   As evidence of the insurance coverage required by this Agreement, **CONTRACTOR** shall maintain and submit proof of current insurance upon request to; **ODF** Contract Officer, located in Salem, Oregon, using form attached here. The certificates shall specify parties who are Additional Insured or Loss Payees and certificate of insurance must meet the requirements of this Agreement. Certificates should be mailed to: Oregon Department of Forestry, Contract Manager –Bldg. D, 2600 State Street, Salem OR 97310.

EXHIBIT H COMPENSATION
(Oregon Department of Forestry Fires Only)

I. **COMPENSATION.**

Oregon Department of Forestry (**ODF**) shall pay **CONTRACTOR** for services in accordance with the scheduled Bid Rate stated in Section I of this Agreement and in accordance with the terms and conditions of this Agreement. Time shall start to accrue upon departure from the Dispatch Location to each **ODF** fire assignment, allowing for reasonable travel time to appointed destination. The rate under this Agreement includes all payments for FICA, Unemployment and Workers' Compensation, Bonding and Liability Insurance and any other costs **CONTRACTOR** might incur. Payment shall be made no later than forty-five (45) days after receipt and approval of **CONTRACTOR'S** invoice by **ODF**. For purposes of this Section, an invoice is "approved" when the accuracy of the invoice is agreed upon by both **ODF** and **CONTRACTOR**.

CONTRACTOR'S time records will be subject to audit by **ODF** before payments are made.

II. **METHOD OF PAYMENT.**

Lump-sum payment will normally be processed at the end of the incident once complete documentation is received and verified by the host District. The documents will be audited for accuracy before payment is made (shift tickets, OF-286, rate of pay by agreement, and w-9 if needed). In the event that no OF-286 is provided – a contractor invoice may be used in place of the OF-286. The State of Oregon under the (Oregon Accounting Manual) has up to 45 day to process payment once an invoice is received, audited and corrected if needed.)

III. **DEPARTMENT OF FORESTRY BILLING ADDRESSES.**

For obtaining payment from **ODF**, **CONTRACTOR** may be requested to send billing invoice to the appropriate District office listed below:

Forest Grove District 801 Gales Creek Rd Forest Grove OR 97116 (971) 245-0498	Southwest Oregon District 5286 Table Rock Road Central Point OR 97502 (541) 664-3328	Western Lane District 87950 Territorial Road Venita OR 97487 (541) 935-2283
Tillamook District 5005 Third Street Tillamook OR 97141 (503) 842-2545	West Oregon District 24533 Alsea Hwy Philomath OR 97370 (541) 929-3266	Astoria District 92219 Hwy 202 Astoria OR 97103 (503) 325-5451
Oregon Department of Forestry 2600 State St Salem, OR 97310 odf.otheragencyprojects@odf.oregon.gov	North Cascade District 22965 North Fork Road SE Lyons OR 97358 (503) 859-2151	South Cascade District 3150 Main St. Springfield OR 97478 (541) 726-3588
Klamath-Lake District 3200 DeLap Rd Klamath Falls OR 97601 (541) 883-5681	Central Oregon District PO Box 670 Prineville OR 97754 (541) 447-5658	Northeast Oregon District 611 20th St La Grande OR 97850 (541) 963-3168
Coos FPA 63612 Fifth Rd Coos Bay OR 97420 (541) 267-3161	Douglas FPA 1758 NE Airport Road Roseburg OR 97470 (541) 672-6507	Walker Range FPA PO Box 665 Gilchrist OR 97737 (541) 433-2451