

## Cost Recovery Contract Immediate Response Spill Technologies (IRST)

This contract is a binding agreement between Immediate Response Spill Technologies (IRST) located at 1009 Mt. Vernon Drive, Shelbyville Kentucky 40065, and the Lexington-Fayette Urban County Government on behalf of its Division of Fire and Emergency Services (Lexington Fire Department) located at 219 East Third Street, Lexington KY 40508.

The provisions of RFP No. 17-2012 and IRST's response are incorporated herein by reference as if fully stated herein.

The initial term of this agreement is for one (1) year and it is automatically renewable for an additional one year term unless otherwise cancelled or terminated by the parties.

This contract can be cancelled by either party by providing a written thirty (30) day notice.

### Transaction Description

IRST will provide the Lexington Fire Department with 21<sup>st</sup> century spill supplies as further agreed to by the parties.

Lexington Fire Department will submit documentation for all accidents resulting in fluids leaked or spilled from the involved vehicles using the Incident Report Form in Appendix A, which is incorporated herein by reference. The parties will make a decision whether to invoice the Responsible Party. The rates used for Cost Recovery will be those in Appendix B, which is incorporated herein by reference, and which may be amended by agreement of the parties.

- I \_\_\_\_\_ (acknowledged agency personnel) do hereby authorize IRST, LLC to obtain information for the purpose of invoicing for Cost Recovery on Emergency Services.
- Rates have been agreed upon as appropriate and reasonable by both IRST, LLC and \_\_\_\_\_ (Agency). (See Appendix A)
- I \_\_\_\_\_ (acknowledged agency personnel) have agreed to furnish all necessary information with regard to Emergency Services, including pictures, within 30 days of the incident. (See Appendix B)
- IRST, LLC will add a 20% administration fee to the total invoice.
- IRST, LLC will be compensated for administration fee and/or materials used (if applicable) upon receipt of paid invoice.

- All billing will be handled by IRST, LLC with emphasis being placed on Hazmat/Pollution Recovery.
- If IRST negotiates a settlement with an insurance company and/or a commercial vehicle, IRST LLC will take only 25% of our administration fee and the remaining balance will be sent to the fire department.

IRST will establish an escrow account for the Lexington Fire Department using 10% of the cost of materials invoiced. The escrow account will be used as an inventory management fee. This money will be held in escrow until amount equals the value of inventory placed in your care and any money above that will be tendered to the Lexington Fire Department to the account(s) specified by the department.

IRST will train all employees identified by the Lexington Fire Department on the proper use and recovery of all products supplied by IRST.

*Chris Ward*

Chris Ward, Battalion Chief

*6/26/2023*

Date

\_\_\_\_\_  
Linda Gorton, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

*To be completed by IRST:*

*Paul Kaak*

Authorized Party for IRST

*6-19-23*

Date

*Paul E. Senge*  
Notary Public KYNP47697

*6/19/23*

Date