

Exhibit A to Engine Program Intergovernmental Agreement



ENGINE PROGRAM GUIDELINES

OSFM Engine Program Overview:

The Oregon State Fire Marshal (“OSFM”) Engine Program was borne of SB762 (2021) and allows OSFM to procure fire apparatus to be strategically placed around the state with Recipient structural fire agencies. These apparatuses are intended to assist local Recipient agencies with keeping fires small and away from communities. The program’s intention is to increase response capacity at the local, regional, and statewide levels by supplementing available apparatus. Recipient agencies will not be required to respond to statewide mobilizations, provided OSFM apparatus are being used at the local and/or regional levels.

All OSFM apparatus will be equipped per the 2022 Oregon Fire Service Mobilization Plan for response in the wildland-urban interface. This equipment will become the property of the Recipient agency during the term of the engine sharing Intergovernmental Agreement. Apparatus must maintain appropriate equipment per the current mobilization plan based on type. The apparatus may be retrofitted or modified to meet agency needs (see Retrofitting below). Apparatus specifications were created by a committee of members of the fire service representing all regions in the state and are available upon request. The specifications were developed to meet the needs of the Oregon fire service as a whole.

A. Recipient Agencies:

Agencies selected to receive an OSFM apparatus will be asked to agree to a 3-year commitment and to comply with the OSFM requirements. Recipient agencies will need to sign an Intergovernmental Agreement (“IGA”) with OSFM outlining all terms and conditions of hosting the apparatus.

1. Insurance coverage – Recipient agencies will be required to provide insurance coverage for their OSFM apparatus pursuant to the IGA.
2. Preventative maintenance, repairs, and tire replacements – Recipient agencies will be required to provide all required maintenance and tire replacements (per DOT standards) for their assigned apparatus. Agencies will be reimbursed by OSFM up to \$3,500 a year per apparatus for maintenance and repairs as further described in the IGA.

3. Reimbursable maintenance includes but not limited to:

oil changes	cabin, air, and fuel filter
safety inspections	replacements
tire rotation/tread	transmission services
checks	annual pump testing
battery checks	repairs not covered by warranty
brake checks	

Recipient will conduct preventative maintenance in accordance with a provided maintenance schedule and may only be performed by a certified mechanic (in-house or otherwise). All services must be documented at the Recipient agency for maintenance, repairs, and tire rotations/replacement in Fleetio and AT&T Fleet Management. This documentation shall be available to OSFM upon request.

Any repair of physical damage or mechanical breakdown resulting from negligence or failure to follow the Intergovernmental Agreement, this exhibit, or the Recipient agency policies is not reimbursable.

If an OSFM apparatus is damaged while on a conflagration or state mobilization, OSFM will be responsible for repairs only if approved through the standard claims process in place. If the damages not covered by OSFM's insurance claim, the host agency will be responsible for damages.

4. Hardship – If a Recipient agency is unable to pay for required maintenance or tire replacement outside of the reimbursable amount, they may request assistance from OSFM due to financial hardship.
5. Provided Equipment – All provided equipment on OSFM apparatus, including hose and ladders, will be the property of the Recipient agency. Any equipment requiring regular testing or replacement will be the responsibility of the Recipient agency. Apparatus must maintain appropriate equipment per current mobilization plan based on type.
6. Storage and Readiness – Recipient agencies will be expected to store their OSFM apparatus indoors in a secure, climate-controlled environment. The apparatus must be maintained in a response-ready condition except while out of service for maintenance or repairs. Connection to shore power while parked will be required; connection to an air supply is preferred but not mandatory. If you cannot meet this requirement, there is a place in the application to provide an alternative storage and readiness plan.
7. Termination of Agreement - Recipient agencies may terminate the IGA after providing a ninety-day notice. Likewise, OSFM may terminate the IGA with a Recipient agency after providing a ninety-day notice if the terms and conditions in the IGA are not met (Recipient agency is unable to comply with maintenance or testing requirements; unable to provide insurance; unable to staff apparatus).

B. Allowable Uses of OSFM Apparatus by Recipient Agency:

Emergency Response - A Recipient agency may deploy their assigned OSFM apparatus at their discretion. While designed for a wildland response, the apparatus may be used for any incident it can support. The apparatus may be used as a first-out engine or held in reserve at the Recipient agency's discretion. Recipient shall ensure that all apparatus operators and passengers are duly licensed and qualified to perform their duties while on the apparatus and while servicing the apparatus.

C. Apparatus Coloring, Logo, and Numbering:

1. Apparatus Color – OSFM apparatus will be white with black and red striping.
2. Apparatus Logo – The apparatus will contain logos of the Recipient agency and OSFM. The Recipient agency logo will be displayed prominently on the front door.
3. Apparatus Numbering – The Recipient agency will use their local numbering system to provide an apparatus number on all sides. OSFM will use an internal asset number for tracking purposes.

D. Retrofitting or Modifying OSFM Apparatus:

With prior written OSFM approval, the Recipient agency may modify compartments or correct defects on their assigned apparatus. Modifications or retrofitting must not conflict with manufacturer standards or hinder the apparatus from operating primarily as a wildland response apparatus. Any modification to the suspension or frame will not be permitted.

E. Mobilization Requirements:

1. State Mobilization – This Agreement does not require a Recipient to mobilize, respond, or provide aid. If a Recipient agency mobilizes, their OSFM apparatus must be first-out or second-out to a mobilization if the OSFM apparatus meets the resource request.

Mobilization of an OSFM apparatus may be as part of a county or multi-county task force or strike team consisting of other apparatuses owned by other agencies.

OSFM apparatus retained by a Recipient pursuant to the underlying IGA will be reimbursed at 50% of the appropriate rate in the current Oregon Fire Service Mobilization Plan.

2. Apparatus Staffing – As with agency owned apparatuses, an OSFM apparatus may be mobilized to a state mobilization with personnel from agencies other than the Recipient agency. Personnel time on a state mobilization will be

compensated by OSFM per the current Oregon Fire Service Mobilization Plan. All apparatus staffing and use must comply with any applicable licensing and training standards.

3. Mobilization Types – The mobilization types below are an inclusive list of the types of responses the OSFM apparatus may be mobilized to.

- Immediate Response
- Pre-positioning
- Conflagration
- Emergency Mutual Assistance Compact (“EMAC”)

F. Selection of Recipient Agencies:

Evaluation Process – Complete and accepted applications from potential Recipient agencies will be scored and reviewed by members of the Engine Program Advisory Group (“EPAG”). Members of EPAG will include representatives from stakeholder groups and associations. The EPAG will recommend Recipient agencies for final selection by OSFM.

G. Ownership:

The IGA provides Recipient with a temporary right of use of the apparatus during the Term and Renewal Term of this Agreement. OSFM will retain ownership of the apparatus provided to Recipient agencies under the OSFM Engine Program and during the Term and Renewal Term of this Agreement. Except for the apparatus, all provided equipment will become the property of the Recipient.

H. Orientation and Required Operator Certification:

1. Orientation – OSFM will provide initial apparatus orientation to Recipient agencies. Each Recipient agency will be required to attend this orientation and to maintain all licenses and certifications necessary to operate the apparatus.
2. Operator Certification Requirements – Any operator certified by their agency may operate an OSFM apparatus. No additional certification is required.

I. Scheduled Inspections of Apparatus by OSFM:

OSFM may perform visits as deemed necessary to visually inspect assigned OSFM apparatus and to review maintenance records. Announced visits will generally be scheduled in coordination with the Recipient agency to ensure minimal impact to operations.

J. Out-of-Service and Retired Apparatus:

1. Availability of Reserve OSFM Apparatus – In the event an assigned OSFM apparatus is taken out of service for any reason, OSFM will work with Recipient agencies to ensure an assigned apparatus is returned to service as quickly as possible.
2. Retired Apparatus – OSFM apparatus retired from service will be subject to the Oregon Department of Administrative Service's ("DAS") surplus equipment rules. Agencies may be able to purchase their assigned apparatus under the surplus process administered by DAS.