

RESOLUTION NO. 3365

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON FOR A TEMPORARY USE GRANT OF A FIRE APPARATUS THROUGH THE OREGON STATE FIRE MARSHAL ENGINE PROGRAM

Findings:

- A. The City of Bend is authorized by ORS Chapter 190.110 to enter into written intergovernmental agreements with other units of government providing for the transfer of possession of personal property.
- B. The State of Oregon, through its Department of the State Fire Marshal ("the "State"), operates an Engine Program that allows the State to procure fire apparatus to be strategically placed around the state with recipient fire agencies.
- C. As part of the Engine Program, the State has selected the City of Bend Fire Department to receive a temporary grant for the use of a fire apparatus. To receive the grant, the City must enter an intergovernmental agreement with the State addressing the terms of the grant, titled Engine Program Intergovernmental Agreement (the "Engine Program IGA"). The proposed Engine Program IGA, attached as Exhibit A, requires the Recipient's governing body to authorize the Engine Program IGA by ordinance, order, or resolution.
- D. The City desires to enter the Engine Program IGA in order to receive the temporary grant of the use of a fire apparatus from the State.


Based on these findings, the City Council of the City of Bend resolves as follows:

1. The Engine Program IGA is authorized, and the City Manager is authorized to sign the Engine Program IGA in substantially the form attached as Exhibit A.
2. This Resolution is adopted solely for the purpose of authorizing the Engine Program IGA.
3. This Resolution shall take effect immediately upon its adoption by the City Council.

Adopted by a vote of the Bend City Council on March 20, 2024.

YES: Mayor Melanie Kebler
Mayor Pro Tem Megan Perkins
Councilor Barb Campbell
Councilor Anthony Broadman
Councilor Ariel Méndez
Councilor Mike Riley
Councilor Megan Norris

NO: none



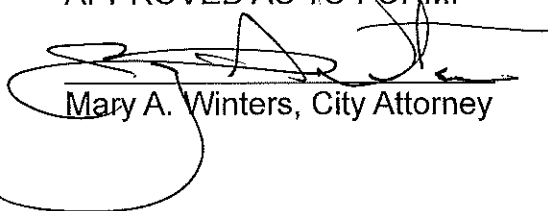
Melanie Kebler, Mayor

ATTEST:



Robyn Christie, City Recorder

APPROVED AS TO FORM:



Mary A. Winters, City Attorney

ENGINE PROGRAM INTERGOVERNMENTAL AGREEMENT

Title: 2023 OSFM Engine Program

Agreement Number: PO-26000-00026682

This agreement (“Agreement”) is made by the State of Oregon, acting by and through its Department of the State Fire Marshal (“OSFM” or “State”), and City of Bend (“Recipient”).¹

WHEREAS, the parties are authorized to enter into this Agreement pursuant to ORS 476.033 and ORS 176.132. Further, ORS 190.110 grants state agencies authority to enter into agreements with other governmental entities or American Indian tribes for the performance of any or all functions and activities that a party to the agreement, its officer, or agents have the authority to perform.

WHEREAS, Senate Bill 762 (2021), section 30b, requires OSFM to increase the State of Oregon’s wildfire readiness and response capacity to the extent OSFM receives funding for such increases, and such readiness and response increases include OSFM, through its Engine Program, strategically placing fire apparatuses around the state with host Oregon fire agencies such as Recipient. The apparatuses are intended to assist Oregon fire agencies with keeping fires small and away from communities. OSFM’s intention is to increase response capacity at the local, regional, and statewide levels by supplementing available apparatuses.

WHEREAS, OSFM has selected Recipient to receive an OSFM apparatus as part of the Engine Program. OSFM purchased the apparatus allocated from the appropriation funds. Recipient will not be required to respond with OSFM’s apparatus to statewide mobilizations, provided the apparatus is being used at the local and/or regional levels.

WHEREAS, Recipient desires to receive the apparatus through the OSFM Engine Program, and OSFM desires to provide the apparatus to Recipient. This Agreement sets forth the terms and conditions of Recipient’s receipt of the apparatus from OSFM and includes the following exhibits, which are incorporated into this Agreement:

Exhibit A: 2023 OSFM Engine Program Guidelines

Exhibit B: Apparatus Description

SECTION 1 - GRANT

Upon receipt and acceptance of a completed Engine Program (“EP”) Application from Recipient, OSFM shall provide Recipient, and Recipient shall accept from OSFM, a temporary grant of the use of an apparatus to Recipient, as further described herein. Further, OSFM shall provide to such Recipient a reimbursement of eligible costs up to \$3,500.00 a year as further outlined in Section A.2 of Exhibit A.

Conditions Precedent. OSFM’s obligations are subject to the receipt of the following items, in form and substance, satisfactory to OSFM and its counsel:

- (1) Receipt and OSFM written acceptance of a completed application;
- (2) This Agreement signed by an authorized officer of Recipient;
- (3) Compliance with requirements outlined in Exhibit A; and
- (4) Such other certificates, documents, opinions, and information as OSFM may reasonably require.

SECTION 2 - DISBURSEMENT

A. Disbursement. Upon satisfaction of all conditions precedent, OSFM shall disburse the Grant apparatus to Recipient.

B. Reimbursable Funds. Subject to the terms of this Agreement, OSFM will reimburse Recipient up to

¹ This IGA is for non-tribal local agencies. A separate tribe-specific IGA is to be used for tribal agencies.

\$3,500.00 per year for preventative maintenance, repairs, and tire replacements per requirements outlined in Sections A.2 and A.3 of Exhibit A. Recipient shall submit an invoice to OSFM along with supporting receipts to the EP Coordinator at engineprogram@osfm.oregon.gov. Because apparatus tires are expensive, Recipient must obtain pre-approval from OSFM to purchase a tire or tires for the apparatus.

- C. Initial Term and Renewal Term. This Agreement becomes effective when signed by both parties (“Effective Date”) and, unless earlier terminated as provided herein, expires three years from the delivery date of an apparatus described in Exhibit B. OSFM may, by providing written notice of its intent to renew at any time during the Initial Term, renew this Agreement at the mutual agreement of both parties. During the Initial Term or the Renewal Term, the Parties may discuss transferring permanent ownership of the apparatus to Recipient. The decision to transfer permanent ownership of the apparatus is within OSFM’s sole discretion.

SECTION 3 - RESERVED

RESERVED

SECTION 4 – RECIPIENT’S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSFM as follows:

A. Organization and Authority.

- (1) Recipient is a unit of local government validly organized and existing under the laws of the State of Oregon and has the necessary licensed and trained staff to perform its obligations under this Agreement.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant apparatus and reimbursement funds.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body.
- (4) This Agreement has been duly executed by Recipient, and when executed by OSFM, is legal, valid and binding, and enforceable in accordance with their terms.

- B. Full Disclosure. Recipient has disclosed in writing to OSFM all material facts that might prevent Recipient’s ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary or relevant to OSFM’s decision to enter into this Agreement. The information contained in this Agreement is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to OSFM all proceedings pending (or to the knowledge of Recipient, threatened), against, or affecting Recipient in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would prevent Recipient from performing its obligations required in this Agreement.

- D. No Defaults. No Defaults or Events of Default (defined below) exist or occur upon authorization, execution, or delivery of this Agreement.

- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OSFM of any adverse change in the activities, prospects, or condition (financial or otherwise) of Recipient related to Recipient's ability to perform all obligations required by this Agreement.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations, and orders of any court or governmental authority that relate to this Agreement.
- C. Annual Report. Recipient shall provide an annual written report to OSFM (due on or before the yearly anniversary of this Agreement) in a format outlined by OSFM.
- D. Insurance. Recipient shall obtain the following insurance coverage throughout the entire term of this Agreement, including any option extension.
 - 1) The parties acknowledge and agree Recipient is a unit of local government as defined in ORS 190.003, and in order to meet the requirements of ORS 30.272 and ORS 30.273 may be commercially insured or self-insured.
 - 2) Commercial General Liability. Recipient shall obtain, and at all times keep in effect, commercial general liability insurance and property damage insurance covering its own acts and omissions under this Agreement. Recipient may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.271. In the event of unilateral cancellation or restriction by the insurance company of Recipient's insurance policy referred to in this paragraph, Recipient, as applicable, shall immediately notify OSFM verbally and in writing.
 - 3) Worker's Compensation. Recipient shall ensure that all employers, including itself, that employ subject workers under this Agreement shall comply with ORS 656.017 and provide the required worker's compensation coverage, unless such employers are exempt under ORS 656.126.
 - 4) Personal Injury and Death. Recipient shall obtain an insurance policy covering personal injury and death relating to the apparatus with coverage limits not less than \$2 million for any single claimant and not less than \$4 million for multiple claimants.
 - 5) Automobile Liability. Recipient shall obtain an automobile liability insurance covering Recipient's owned or non-owned vehicles with a combined single limit of not less than \$2 million for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability).
 - Automobile Liability Broadened Pollution Liability Coverage Endorsement. If Recipient is transporting any type of hazardous materials under the Agreement, then endorsements CA 99 48 or equivalent and MSC-90 (if the Recipient is a regulated motor carrier) are required on the automobile liability insurance coverage.
 - 6) Additional Insureds. All liability insurance, except for worker's compensation, required under this Agreement must include the State of Oregon, its officers, employees, and agents as additional insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - 7) Certificate(s) and Proof of Insurance. Recipient shall provide to OSFM certificate(s) of

insurance for all required insurance before OSFM delivers any apparatus under this Agreement. The certificate(s) shall list the State of Oregon, OSFM, its officers, employees, and agents as a certificate holder and an endorsed additional insured, and include copies of all required additional insured endorsements (or their equivalent).

- E. Repair/Replacement Costs. Recipient shall keep the apparatus in good working order, subject to inspection by OSFM, as explained in Exhibit A. During any term of this Agreement, if apparatus is lost, stolen, or damaged beyond repair, Recipient shall be liable to OSFM for the replacement cost of apparatus. If apparatus is damaged but repairable, Recipient shall pay all costs of repair. Recipient shall be liable for all costs related to the apparatus during any term of this Agreement. Nothing in this section shall affect OSFM's provision of reimbursement funds as provided in Section 2 above.
- F. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant apparatus and reimbursement funds and maintain them according to generally accepted accounting principles.
- G. Inspections; Information. Recipient shall permit OSFM and any party designated by OSFM to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, agreements, investments, and any other related matters related to this Agreement. Recipient shall supply any related reports and information as OSFM may reasonably require. Recipient shall keep apparatus in response-ready condition, see Storage and Readiness section of Exhibit A (Section A.6).
- H. Records Maintenance. Recipient shall retain and keep accessible all books, documents, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers, and records until the issues are resolved.
- I. Notice of Default. Recipient shall give OSFM prompt written notice of any Event of Default (defined below in Section 6) as soon as the fire chief of Recipient, or their representative, becomes aware of its existence or reasonably believes an Event of Default is likely.
- J. Indemnification and Hold Harmless.
 - 1) Subject to the limitations in the Oregon Tort Claims Act and the Oregon Constitution, Recipient shall indemnify and hold harmless OSFM and its officers, employees, volunteers, and agents against all damages, liabilities, losses and costs arising from actions, suits, claims or demands attributable to acts or omissions of Recipient, and Recipient's officers, employees, and agents in the performance of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.
 - 2) Subject to the limitations in the Oregon Tort Claims Act and the Oregon Constitution, OSFM shall indemnify and hold harmless Recipient and its officers, employees, volunteers, and agents against all damages, liabilities, losses and costs arising from actions, suits, claims or demands attributable to acts or omissions of OSFM, and OSFM's officers, employees, and agents in the performance of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.
- K. Hazardous Waste. Recipient shall not cause or permit any hazardous waste relating to the apparatus to be spilled, leaked, disposed of or otherwise released into the environment. Recipient shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances related to the apparatus, and shall take all practical measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on or near the apparatus.

SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. A false or misleading representation made by or on behalf of Recipient in this Agreement or in any

document provided by Recipient related to this Agreement.

- B. Recipient fails to perform any obligation required under this Agreement, and that failure continues for a period of 10 business days after receipt of written notice identifying such failure. OSFM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, OSFM may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OSFM's commitment and obligation to make the Grant.
 - (2) Barring Recipient from applying for future awards.
 - (3) Seeking return of the apparatus.
- B. No Remedy Exclusive; Waiver; Notice. No remedy available to OSFM is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power, or privilege under this Agreement will preclude the exercise of any other right, power, or privilege. OSFM is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 6 of this Agreement.

SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and governmental entities and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265. Each party agrees that the other party has no direct control over the work of the performing party or the manner in which the work is performed other than what is obligated in this Agreement.
 - (2) Nothing in this Agreement gives, or is construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Agreement will be binding upon and inure to the benefit of OSFM, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of OSFM. OSFM may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OSFM, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OSFM's counsel. Any approved assignment is not to be construed as creating any obligation of OSFM beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
 - (1) OSFM makes no warranty or representation regarding the apparatus or any provision of this Agreement. Recipient receives apparatus as is, although there may be a manufacturer's warranty accompanying the apparatus.

(2) Other than indemnity liability set forth in this Agreement, OSFM and its agents are not liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same to Recipient or OSFM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OSFM: Engine Program Coordinator
 Department of the State Fire Marshal
 3991 Fairview Industrial Dr SE
 Salem, OR 97302
 Ph: 971-372-1244
 Email: engineprogram@osfm.oregon.gov

If to Recipient: Contact Name: Eric King, City Manager
 Copy To: Todd Riley, Fire Chief
 City of Bend Fire Department
 Mailing Address: 1212 SW Simpson
 City, State Zip: Bend, Oregon 97702
 E-mail: legalnotice@bendoregon.gov

- E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of OSFM (and when required, the Department of Justice) and Recipient. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Dispute Resolution; Attorney Fees. The parties shall attempt to resolve any dispute arising out of or relating to this Agreement by first meeting and conferring in an attempt to informally resolve a dispute. If the parties are unable to resolve the dispute by mutual agreement, they shall refer the dispute to a mutually acceptable mediator. A final mediated resolution shall be final and binding. If litigation arises under this Agreement between the parties, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to

recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OSFM by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

K. Survival. The following provisions survive expiration or termination of this Agreement: Sections 5.E., 5.F., 5.G., 5.I., 7 and 8.

L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Department of the State Fire Marshal

CITY OF BEND

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN
ACCORDANCE WITH ORS 291.047:

Approved as to legal form:

Approved by e-mail dated Jan 11, 2024
Bryan Quesenberry
Assistant Attorney General

By: _____
City Attorney's Office

Date: _____

EXHIBIT A –2023 OSFM ENGINE PROGRAM GUIDELINES

The 2023 OSFM Engine Program Guidelines, attached as a separate attachment, is hereby incorporated into this Agreement.

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.

EXHIBIT B – APPARATUS DESCRIPTION

The apparatus that is the subject of this Agreement is described as follows:

Type of apparatus: Type 6 Engine

Approximate value of apparatus: \$230,000