

**Interagency Agreement  
between the  
Oregon Office of State Fire Marshal  
and the  
Oregon Department of Consumer and Business Services -  
Occupational Safety and Health Division (Oregon OSHA)**

**I. Purpose**

This agreement is entered into between the Oregon Office of State Fire Marshal (OSFM) and the Oregon Department of Consumer and Business Services, Occupational Safety and Health Division (Oregon OSHA) for the purposes of delineating the responsibilities and activities to be performed by each agency pursuant to its authority to regulate fire and hazardous material hazards. This agreement is intended to promote cooperative efforts between OSFM and Oregon OSHA and effective regulation of fire and hazardous material hazards in Oregon.

**II. Roles and Authorities**

Under ORS 476, 478, 479, and 480, OSFM is responsible for ensuring that the citizens of Oregon are protected from the hazards of fire and hazardous materials. Under ORS 654, and as the Federal Occupational Safety and Health Administration's (OSHA's) designee, Oregon OSHA is responsible for protecting workers in the State of Oregon. Workplace regulations are implemented and enforced by Oregon OSHA.

**III. Enforcement**

**A. Referrals**

1. OSFM will refer to Oregon OSHA enforcement situations involving worker exposures to hazards and possible violations of laws or regulations enforced by Oregon OSHA.
2. Oregon OSHA will refer to OSFM enforcement and assistance situations involving fire and hazardous materials hazards and possible violations of laws and regulations enforced by OSFM.
3. Referrals will occur as soon as practicable, and may be accomplished in person, by telephone, by FAX, by email, or by mail.

## **B. Common Inspections**

1. When inspecting or responding to a complaint relating to the same project or situation, OSFM and Oregon OSHA will assist each other, to the extent possible and allowed by law, by sharing information regarding potential violations of fire and hazardous material regulations.
2. Both OSFM and Oregon OSHA will maintain strict confidentiality concerning the other agency's inspection, compliance or enforcement plans or actions. As required by law, Oregon OSHA statute specifies confidential information must not be communicated to OSFM.
3. During inspections and compliance meetings, OSFM and Oregon OSHA representatives will each clearly communicate their regulatory responsibilities to the inspected party. For example, an OSFM inspector will only communicate violations of OSFM fire and hazardous materials, and refer all observed worker protection violations to Oregon OSHA personnel, and vice versa.

## **IV. Transfer of Information**

### **A. Enforcement Information**

1. OSFM and Oregon OSHA will, upon request, provide each other with copies of enforcement actions relating to fire and hazardous materials. These actions include, but are not limited to: Citations, Fire Marshal reports, and correction orders.
2. OSFM and Oregon OSHA will, upon request, provide each other as allowed by law with relevant historical enforcement information such as database reports and file copies.
3. In situations where there is concurrent jurisdiction, OSFM will take the lead on matters relating to fire and life safety enforcement, and Oregon OSHA will take the lead on matters relating to worker safety and health.

### **B. Community Right-to-Know (CR2K) Program**

1. OSFM and Oregon OSHA agree to share information relating to Process Safety Management (OAR 437-002/1910.119) reporting requirements under the CR2K Program and Hazardous Substance Information System, using the Fire Service version.

## **V. Public Information**

### **A. Communication with the News Media**

1. When communicating with the news media concerning fire and hazardous materials violations or hazards, representatives of both OSFM and Oregon OSHA will clearly state that OSFM exercises jurisdiction over fire and hazardous materials and that Oregon OSHA exercises jurisdiction over worker protection issues.
2. Neither the OSFM nor Oregon OSHA will issue statements to the media concerning the other agency's regulations, inspections or possible citations without prior notification to the other agency's Public Information Officer. Statements that a situation has been referred to OSFM or Oregon OSHA are appropriate.

## **VI. Training**

As issues or situations are identified that create a need for inter-agency training, OSFM and Oregon OSHA will conduct training.

## **VII. Legislation & Rulemaking**

### **A. Legislation**

1. Both OSFM and Oregon OSHA will communicate to each other proposed legislation affecting fire and hazardous materials regulations as early in the legislative process as possible.
2. In developing legislation, both OSFM and Oregon OSHA will strive for interagency compatibility and avoid unnecessary duplication.

### **B. Rulemaking**

1. Both OSFM and OR-OSHA will provide each other with drafts of proposed Oregon Administrative Rules on fire and hazardous materials as early as possible in the rulemaking process, and whenever possible prior to the beginning of the public notice and comment period.
2. In developing fire and hazardous materials regulations, both OSFM and Oregon OSHA will strive for interagency compatibility and avoid unnecessary duplication or conflict.

**VIII. Effective Date**

This agreement is effective upon signature by the State Fire Marshal and the Administrator of the Oregon Occupational Safety and Health Division of the Department of Consumer and Business Services.

**IX. Provisions for Review and Updating**

OSFM and Oregon OSHA will review items contained in this agreement, update where necessary, exchange relevant program information, and meet as necessary.

**X. Agreement Termination**

This agreement will remain in force until terminated by either party given thirty days' notice by the other.

AGREED:

Office of State Fire Marshal

Mark Wallace 7/15/11  
Mark Wallace Date  
State Fire Marshal

AGREED:

Oregon Department of Consumer and Business Services, Occupational Safety and Health Division

Michael Wood 7/28/11  
Michael Wood Date  
Administrator