

FIRE PREVENTION, SUPPRESSION AND EMERGENCY RESPONSE AGREEMENT

This Agreement is to be effective on July 1, 2016 between the City of Portland, a municipal corporation of the State of Oregon (City), and Burlington Water District, a corporation organized under ORS Chapter 264 (Burlington) PO Box 270, St Helens OR 97051.

WITNESSETH:

RECITAL: Burlington has requested that the City provide it fire prevention, suppression and emergency medical response services set forth below and the City is willing to provide such services on the terms set forth below.

IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED:

1. The City shall:
 - A. Provide fire prevention, suppression and emergency response services at Burlington's property described in Exhibit B, attached and incorporated herein.
 - (1) Such service shall be subject to the City's prior right to use all of its emergency response personnel and equipment to respond to emergencies within the City's corporate limits. Such service shall also be subject to the reasonable availability of the City's emergency response and fire fighting personnel and equipment.
 - (2) In providing service under this Agreement, the City shall not be required to subject its personnel or equipment to hazards from action or threatened action of third parties.
 - (3) The services provided by the City under this Agreement shall include those of the Chief of Portland Fire & Rescue (PF&R), the Battalion Chief, or other commanding officer who shall answer the alarm of fire or other emergency on Burlington's property.
 - (4) The commanding officer of PF&R or any unit thereof, shall, from information received as to the amount and type of equipment needed to suppress a fire or respond to an emergency at Burlington's property, exercise judgement as to the amount and type of equipment which may be spared from use by PF&R and which may be dispatched to the call to Burlington's property.

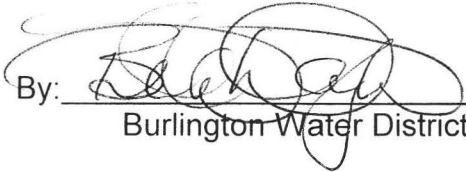
- B. Have appropriate members of PF&R visit Burlington's property to familiarize themselves with the public streets in the district, the location of fire hydrants and to obtain other information necessary to enable the City to perform this Agreement.
 - C. Provide fire prevention, consultation and inspection services for Burlington's property. Oregon Revised Statutes and the regulations of the Oregon State Fire Marshal shall be the criteria for fire prevention services performed.
2. Burlington shall:
- A. For the services to be provided by the City, pay the City \$114,476 in two equal installments of \$57,238 each, the first installment to be paid on or before January 1, 2017, and the final installment to be paid on or before June 1, 2017.
 - B. Provide all water service, supply and pressure, and all fire hydrants with suitable connections, for the use of the City's equipment in performing this Agreement.
 - C. Burlington shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from any decision by the City or its officers, agents, or employees to dispatch or not dispatch City fire equipment or emergency personnel to calls to Burlington's property.
3. Signature - This agreement and any subsequent amendments may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.
4. Electronic Signature - The parties agree the City and Burlington may conduct this transaction by electronic means, including the use of electronic signatures.
5. The term of this Agreement shall commence on July 1, 2016 and continue through June 30, 2017.

SIGNATURE PAGE TO FOLLOW

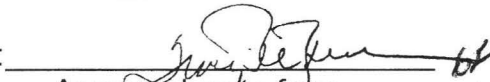
188294

CITY OF PORTLAND, OREGON

By: _____
Commissioner Dan Saltzman

By: 
Burlington Water District

By: _____
Auditor Mary Hull Caballero
APPROVED AS TO FORM

By: 
Approved as to form
City Attorney CITY ATTORNEY 3/2/17

188294

EXHIBIT B

Wapato Access

Sauvie Island Boat Ramp

NW REEDER RD

NW CORNELIUS PASS RD NW CORNELIUS PASS RD

OTHER

OTHER

OTHER

Burlington Bottoms

OTHER

Howell Territorial Park

NW SAUVIE ISLAND RD

OTHER

NW MCNAMEE RD

Rhoda Pearson Cemetery

NW SAUVIE ISLAND BRG

NW GILLMART RD

Multnomah Channel Property

NW RIVER

Burlington Water District

Map prepared by Portland Water Bureau
Engineering Records / GIS branch.
Please verify data with Burlington Water District.



TrackIt Request 383105

January 28 2010

Smith and Bybee Wetlands Natural Area

Forest Park

NW NEWBERRY RD

188294

Beginning at a point which is the intersection of the boundary of the City of Portland, Multnomah County, Oregon, and the center line of Multnomah channel of the Willamette River, also known as Willamette Channel or Slough, in Section 34, Township 2 North, Range 1 West, of the the Willamette Meridian; thence South along said City boundary to the southerly line of Block 1, FARBORTON, northwesterly along the southerly lines of Blocks 1, 2 and 3, FARBORTON, and continuing along the southerly line produced by said Block 3 to the center of the road which is the northwesterly boundary of Block 12, FARBORTON; northeasterly along said center line to the southwesterly line of the United Railways Company right-of-way; northwesterly along said southwesterly line of the United Railways right-of-way to the North line of Section 33 in said Township and Range; West to the easterly line of the street bounding the easterly side of Block 3, ARNDON; northwesterly along said easterly line of said street to the easterly line of the F. Breske 17.96 acre tract in Section 28, said Township and Range, recorded in Deed Book 365, page 175; northeasterly along said southeasterly line of said Breske tract to a line which is 100 feet southwesterly from and parallel to the southwesterly line of the United Railways Company right of way; northwesterly along said line parallel to said right-of-way line to the South line of LUCERNE; West to the easterly line of Lorraine Avenue in LUCERNE; northwesterly along said easterly line of Lorraine Avenue to the South line of the northwest quarter of Section 28 in said Township and Range; thence easterly along said North line to the East line of the 100 foot right-of-way of the Bonneville-St. Johns-Astoria transmission line; thence northwesterly along said east line of said Bonneville right-of-way to the South line of Section 20, Township 2 North, Range 1 West of the Willamette Meridian; thence East along said South line to the West line of the United Railways right-of-way; thence northwesterly along the said West line of said United Railways right-of-way to the center line of Summit Drive in Burlington; thence northerly along said center line to the center line of Wapato Avenue in "Burlington"; thence northwesterly along said center line and an extension thereof to the East line of Lot 1, Block 52, BURLINGTON; thence northeasterly to the most easterly corner of said Lot 1; thence northwesterly along the northeasterly line of Lot 1, to the South line of Section 18, Township 2 North, Range 1 West of the Willamette Meridian; thence westerly along said South line to the East line of Cornelius Pass Road (No. 891-60); thence northeasterly along said East line to an intersection with a southeasterly extension of the southwesterly line of that tract conveyed to Gaylord by deed recorded January 10, 1949, in Book 1313, at page 571, Deed Records of Multnomah County, Oregon, thence northwesterly along said extension of the southwesterly line to an intersection with the West line of the

Burlington Water District as originally formed, and continuing northwesterly to a point in the division line of the William Weatherby Donation Land Claim, which division line is described in Volume 2, page 381, survey records, and which said point is 680 feet West of the westerly line of the Columbia River Highway, also known as St. Helens Road; East along said division line to a point in a line which is 100 feet easterly from and parallel to the easterly line of the Northern Pacific Railway Company right-of-way; southeasterly along said line 100 feet easterly from and parallel to said easterly line of the Northern Pacific Railway Company right-of-way to a point in the division line of the lands of the Holbrook Estate and the Nehalem Boom Company in the Southwest corner of Section 17, in said Township and Range; northeasterly along said division line between the Holbrook Estate and the Nehalem Boom Company lands to the first angle therein; northwesterly along said division line 542 feet to an angle therein; northeasterly along said division line, and along said division line produced in a straight line, to the center line of Multnomah Channel; southeasterly along the center line of said channel to the point of beginning; EXCEPTING AND EXCLUDING THEREFROM, all that part of the North one-half of the Northeast quarter of Section 33, Township 2, North Range 1 West of the Willamette Meridian, lying northeasterly from the northeasterly line of the Northern Pacific Railway right-of-way, and all that part of said North one-half of the Northeast quarter of Section 33, lying between the southwesterly line of the Columbia River Highway and the northeasterly line of the United Railways Company right-of-way, all being in the County of Multnomah, State of Oregon.