

FIRE PREVENTION, SUPPRESSION AND EMERGENCY RESPONSE AGREEMENT

This Agreement is to be effective on July 1, 2019 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 \$136,891 in two equal installments of \$68,445.50 each, the first installment to be paid on or before January 1, 2020, and the final installment to be paid on or before June 1, 2020.
 - 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, 2019 and continue through June 30, 2020.

SIGNATURE PAGE TO FOLLOW

CITY OF PORTLAND, OREGON

By: _____
Commissioner Jo Ann Hardesty

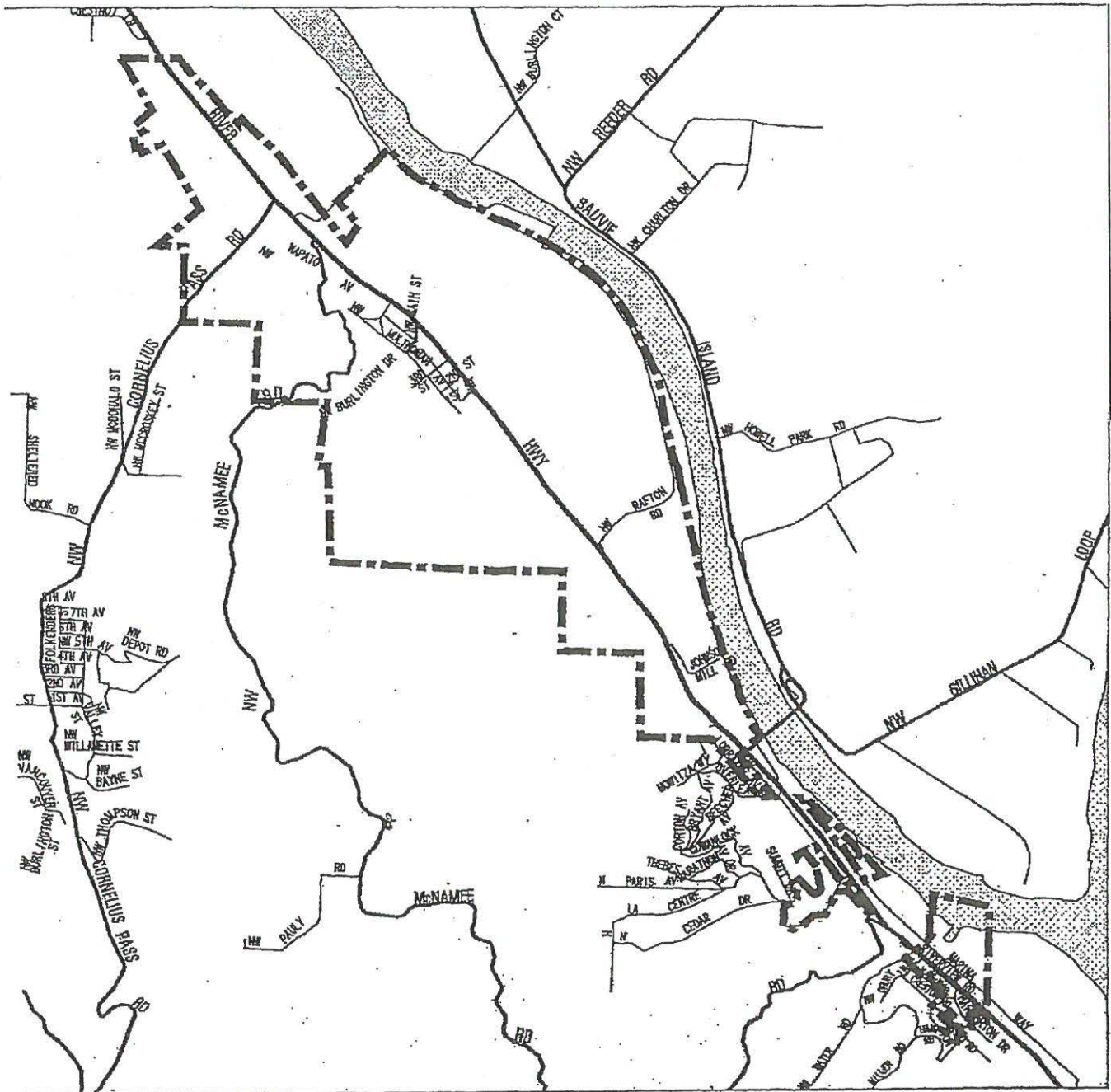
By: _____
Burlington Water District

By: _____
Auditor Mary Hull Caballero

By: _____
Approved as to form
City Attorney

I WATER DISTRICT

Budget Officer: Pat Maenza



Customized Report

BURLINGTON WATER DISTRICT

Name	Srv Add	Seq #
BECKMAN, ANDREW	12308 NW HARBORTO	10
PULFORD	12256 NW HARBORTO	20
BOYER, CHRIS	12345 NW HARBORTON	30
JOHNSON, NOLAN	12230 NW HARBORTO	50
MISHLER, GARLAND	12321 NW HARBORTO	70
MCDUGAL, ROBERT	12419 NW CRESTON	80
HENDERSON, PATRICK	12323 NW HARBORTO	100
LEE, ROBERT	12327 NW HARBORTO	110
BREWER, JERALD & LAURA	12437 NW CRESTON	120
BERLINGEN, W	12349 NW MT VIEW	130
MCLEOD, M	12601 NW DRURY	150
STEVENS/LANSDOWNE	12847 NW ALDERVIEW	160
CAVALLERO	12408 NW ALDERVIEW	180
FREVACH LAND	12800 NW MARINA W	2
LARSON, KEN	14426 NW LARSON R	7
SPANGLE, DOUG	12928 NW NEWBERRY	220
HILSENTEGER	13510 NW RIVERVIEW	260
MOSHNER, BRAD & JOLYNN	13542 NW RIVERVIEW	270
MOSHNER, BRAD & JOLYNN	13558 NW RIVERVIEW	280
ALIFANZ, MARK&TRACY	13610 NW RIVERVIEW	290
KEE, JEFF	13642 NW RIVERVIEW	310
LOCKE, R	13700 NW RIVERVIEW	320
CRIPPEN, LARRY	13716 NW RIVERVIEW	330
NEWMAN, STEVE	13744 NW RIVERVIEW	340
HAYES, MARGARET	13800 NW RIVERVIEW	350
CANNING, CAROL	13838 NW RIVERVIEW	360
BOYKO, EDDIE	13900 NW RIVERVIEW	370
SEITZ	14205 NW RIVERVIEW	380
LEPSCHAT, JOHN	14040 NW RIVERVIEW	390
VASIL, J	14110 NW RIVERVIEW	400
BERLINGEN,CLAUDIA	14120 NW RIVERVIEW	410
MARX, ARTHUR	14200 NW RIVERVIEW	420
GULBRANDSON, DAN	12950 NW MARINA W	4
MARINA WY MOORAGE	13000 NW MARINA W	5
LARSON'S MOORAGE	14426 NW LARSON RD	450
MILLER, FRANK	15015 NW MILL RD	460
BRIDGEVIEW INVESTORS	14900 NW MILL RD	470
BRADACH	16610 NW ST HELEN	490
BRADACH	16612 NW ST HELEN	500
DOYLE, MARK & BETH	16617 NW ST HELEN	681
MORROW, C	16501 NW WAPATO D	530
RESIDENT	16605 NW WAPATO DR	540
AYURA, JODI	16635 NW WAPATO D	560
TAYLOR, ANDY	16636 NW WAPATO D	570
Bruce Smith	16725 NW WAPATO A	584
SCHAEFFER, R	16735 NW WAPATO	600
JOHNSON, DAN	16819 NW WAPATO	620
CRAWFORD, TONY	16939 NW WAPATO	630
EUDALY, P	17015 NW ST HELENS	650
MATTHEWS	16841 NW ST HELENS	660
KIRCHNER, CHRIS	16821 NW ST HELENS	680
KING	16952 NW ST HELENS	730
DILNIK, GLENN & CHERYL	17130 NW ST HELENS	740
US WEST/QWEST	17290 NW ST HELENS	750
ISHMAEL, CAITLAN	17500 NW ST HELENS	770

JONES, JIM	17516 NW ST HELENS	790
ENYART, JOSH	17622 NW ST HELENS	810
		851
NESHIEM, ANTHONY & MOLLY	17929 NW ST HELENS	1,040
HUTTON	17841 NW ST HELENS	1,042
N.A.R.A. Acct. Payable	17645 NW ST HELENS	1,060
VICKERY, MICHELLE	17311 NW ST HELENS	1,070
EUDALY, PAT	17007 NW ST HELENS	1,110
CHANNEL ISLAND MARINA	14555 NW LARSON	455
PERKINS, ED	17885 NW ST HELENS RD	1,059
N.A.R.A. Acct. Payable	17645 NW ST HELENS	1,060
EGE, ROSS	16718 NW WAPATO AVE	585
TATUM, MARCUS	12304 NW CRESTON	40
JENSON, GABRIEL	19300 NW ST HELENS	950
GRAY, QUILRONICA	17428 NW ST HELENS	760
EUDALY, R	16504 NW WAPATO DR	682
		860
MOYER, NEIL	16625 NW WAPATO D	550
JONES, HEITH	16831 NW ST HELENS	670
		990
LAWRANCE, CALAB J.	16742 NW WAPATO	610
BATY, CAROLYN	17125 NW ST HELENS	1,080
ANRUD, ROB & LAURA	13638 NW RIVERVIEW DR	300
RAUCH, RYAN	17025 NW ST HELENS	1,095
HAIDER, CAREY	16630 NW ST HELEN	520
SIMIONE, ANDREW	17045 NW ST HELENS	1,090
LOW, STEPHANIE	12835 NW ALDERVIEW	170
		987
CHAMPAIGNE, JOHN & RACHEL	16946 NW ST HELENS	710
BAUGHMAN, TIANA	16833 NW WAPATO AVE	625
KNIGHT TAVERNS, INC.	16900 NW ST HELENS	690
		1,020
RHYNE, CAMERON	17528 NW ST HELENS	800
KING, BRIAN	16944 NW ST HELENS	700
WOLD, JOHN	17508 NW ST HELENS	780
		960
COWAN, TIM	13131 NW MT VIEW	140
DAVISON, JANICE	12325 NW HARBORTON	90
RESIDENT	16605 NW WAPATO DR	540

All Customers Rate Category ◊ -D
Burlington Water District