

FIRE PREVENTION, SUPPRESSION AND EMERGENCY RESPONSE AGREEMENT

This Agreement is to be effective on July 1, 2011 between the City of Portland, a municipal corporation of the State of Oregon (City), and Alder Creek Lumber Company, Inc., an Oregon corporation (Alder Creek), 14456 NW Gillihan Rd., PO Box 8368, Portland, Oregon 97207-8368.

WITNESSETH:

RECITAL: Alder Creek 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 medical response services at Alder Creek's property described as and located at:

Tax Lots 600 and 700, Section 27, Township 2N, Range 1W, 14456 NW Gillihan Rd., Portland, Multnomah County, Oregon 97231.

 - (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, the Battalion Chief, or other commanding officer who shall answer the alarm of fire or other emergency on Alder Creek's property.
 - (4) The commanding officer of Portland Fire & Rescue 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 Alder Creek's property, exercise his judgement as to the amount and type of equipment which may be spared from use by the Portland Fire & Rescue and which may be dispatched to the call to Alder Creek's property.

- B. Have appropriate members of the Portland Fire & Rescue visit Alder Creek'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 Alder Creek's property. Oregon Revised Statutes and the regulations of the Oregon State Fire Marshal shall be the criteria for fire prevention services performed.
2. Alder Creek shall:
- A. For the services to be provided by the City, pay the City \$2,256.00, on or before October 31, 2011.
 - 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. Alder Creek 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 Alder Creek's property.
3. The term of this Agreement shall commence on July 1, 2011 and continue through June 30, 2012.

SIGNATURE PAGE TO FOLLOW

184769

CITY OF PORTLAND, OREGON

ALDER CREEK LUMBER COMPANY

By: _____
Commissioner Randy Leonard

By: _____
Alder Creek Lumber Company

Date: _____

Date: _____

By: _____
Auditor LaVonne Griffin-Valade

Date: _____

By: _____
Approved as to form
City Attorney