

FIRE PREVENTION, SUPPRESSION AND EMERGENCY RESPONSE AGREEMENT

This Agreement is to be effective on July 1, 2015 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 his 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 \$109,891.00 in two equal installments of \$54,945.50 each, the first installment to be paid on or before January 1, 2016, and the final installment to be paid on or before June 1, 2016.
 - 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, 2015 and continue through June 30, 2016.

SIGNATURE PAGE TO FOLLOW

CITY OF PORTLAND, OREGON

By: _____
Commissioner Dan Saltzman

By: _____
Burlington Water District

By: _____
Auditor Mary Hull Caballero

By: _____
Approved as to form
City Attorney

EXHIBIT B



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

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, HARBORTON, northwesterly along the southerly lines of Blocks 1, 2 and 3, HARBORTON, 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, HARBORTON; 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, ANADONA; 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 LICERNE; West to the easterly line of Lorraine Avenue in LICERNE; 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 Homeville-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; southeasterly 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.

Customized Report

BURLINGTON WATER DISTRICT

Name	Acct #	Srv Add	Seq #
BECKMAN, ANDREW	1	12308 NW HARBORTO	10
PULFORD	2	12256 NW HARBORTO	20
BOYER, CHRIS	3	12345 NW HARBORTON	30
COOK, G	5	12230 NW HARBORTO	50
MISHLER, GARLAND	7	12321 NW HARBORTO	70
MCDOUGAL, ROBERT	8	12419 NW CRESTON	80
HENDERSON, PATRICK	10	12323 NW HARBORTO	100
LEE, ROBERT	11	12327 NW HARBORTO	110
BREWER, JERALD & LAUR/	12	12437 NW CRESTON	120
BERLINGEN, W	13	12349 NW MT VIEW	130
CICCARELLO, N	14	13131 NW MT VIEW	140
MCLEOD, M	15	12601 NW DRURY	150
STEVENS/LANSDOWNE	16	12847 NW ALDERVIEW	160
CAVALLERO	18	12408 NW ALDERVIEW	180
FREVACH LAND	19	12800 NW MARINA W	2
MULTNOMAH YT HARB	20	12900 NW MARINA W	3
LARSON, KEN	21	14426 NW LARSON R	7
SPANGLE, DOUG	22	12928 NW NEWBERRY	220
WAGNER	23	12941 NW NEWBERRY	230
LOONEY, DAVID	25	12937 NW NEWBERRY	250
MARTIN/HILSENTEGER	26	13510 NW RIVERVIEW	260
MOSHNER, BRAD & JOLYN	27	13542 NW RIVERVIEW	270
MOSHNER, BRAD & JOLYN	28	13558 NW RIVERVIEW	280
ALIFANZ, MARK&TRACY	29	13610 NW RIVERVIEW	290
KEE, JEFF	31	13642 NW RIVERVIEW	310
LOCKE, R	32	13700 NW RIVERVIEW	320
CRIPPEN, LARRY	33	13716 NW RIVERVIEW	330
NEWMAN, STEVE	34	13744 NW RIVERVIEW	340
HAYES, MARGARET	35	13800 NW RIVERVIEW	350
CANNING, CAROL	36	13838 NW RIVERVIEW	360
BOYKO, EDDIE	37	13900 NW RIVERVIEW	370
SEITZ	38	14205 NW RIVERVIEW	380
LEPSCHAT, JOHN	39	14040 NW RIVERVIEW	390
VASSL, J	40	14110 NW RIVERVIEW	400
BERLINGEN,CLAUDIA	41	14120 NW RIVERVIEW	410
MARX, ARTHUR	42	14200 NW RIVERVIEW	420
GULBRANDSON	43	12950 NW MARINA W	4
MARINA WY MOORAGE	44	13000 NW MARINA W	5
LARSON'S MOORAGE	45	14426 NW LARSON RD	450
MILLER, FRANK	46	15015 NW MILL RD	460
BRIDGEVIEW INVESTORS	47	14900 NW MILL RD	470
BRADACH	49	16610 NW ST HELEN	490
BRADACH	50	16612 NW ST HELEN	500
DOYLE, MARK & BETH	51	16617 NW ST HELEN	681
MORROW, C	53	16501 NW WAPATO D	530
RESIDENT	54	16605 NW WAPATO D	540
AYURA, JODI	56	16635 NW WAPATO D	560
TAYLOR, ANDY	57	16636 NW WAPATO D	570
Bruce Smith	58	16725 NW WAPATO A	584
EUDALY, PAT	59	16948 NW WAPATO	640
SCHAEFFER, R	60	16735 NW WAPATO	600
JOHNSON, DAN	62	16819 NW WAPATO	620
CRAWFORD, TONY	63	16939 NW WAPATO	630
EUDALY, P	65	17015 NW ST HELENS	650
MATTHEWS	66	16841 NW ST HELENS	660
KIRCHNER, CHRIS	68	16821 NW ST HELENS	680
BOTTOMS UP TAVERN	69	16900 NW ST HELENS	690
TIMBROOK	70	16944 NW ST HELENS	700
ARNESON, CORINNE	72	16950 NW ST HELENS STE B	720
KING	73	16952 NW ST HELENS	730
DILNIK, GLENN & CHERYL	74	17130 NW ST HELENS	740
US WEST/QWEST	75	17290 NW ST HELENS	750
ISHMAEL, CAITLAN	77	17500 NW ST HELENS	770
KING, BRIAN	78	17508 NW ST HELENS	780
JONES, JIM	79	17516 NW ST HELENS	790
ENYART, JOSH	81	17622 NW ST HELENS	810
Sayler, Jeff	82	18210 NW CHESTNUT	820
LAY, KEVIN	83	18220 NW CHESTNUT	830
LAMPSA, H	84	18805 NW VISTA	840
SETVIN, GM & MARCY	85	18725 NW VISTA LANE	850
KURZ, STAN	87	18830 NW VISTA	870
STUFZER, ALVIN	88	18915 NW VISTA	851
HOLMES, Z	89	19333 NW ST HELENS	871
SETVIN	90	18015 NW CHESTNUT	872
SAWYER	91	17930 NW CHESTNUT	931
BROWN, C	92	17934 NW CHESTNUT	932

POST, BUD	93	18005 NW CHESTNUT LN	930
RODRIGUEZ, ROXANA	94	17925 NW CHESTNUT	940
BLEVINS, LAURA	96	18311 NW LOGIE TRAIL	960
CANNING, AL	97	18225B NW LOGIE TRAIL	970
SMITH, ELIZABETH	98	18225-A NW LOGIE TRAIL	980
CARTER/BRANNAN	100	18440 NW LOGIE TRAIL	995
MACARTHUR, L	101	18220 NW LOGIE TRAIL	1,010
CORMIER, SARAH	102	18314 NW LOGIE TRAIL	1,020
NESHJEM, ANTHONY & MO	104	17929 NW ST HELENS	1,040
HUTTON	105	17841 NW ST HELENS	1,042
N.A.R.A. Acct. Payable	106	17645 NW ST HELENS	1,060
VICKERY, MICHELLE	107	17311 NW ST HELENS	1,070
EUDALY, PAT	111	17007 NW ST HELENS	1,110
CHANNEL ISLAND MARINA	116	14555 NW LARSON	455
HILL, ERIC	117	16833 NW WAPATO	625
PERKINS, ED	118	17885 NW ST HELENS RD	1,059
N.A.R.A. Acct. Payable	120	17645 NW ST HELENS	1,060
EGE, ROSS	122	16718 NW WAPATO AVE	585
TATUM, MARCUS	126	12304 NW CRESTON	40
ANDREA JOHNSON PC	134	17528 NW ST HELENS	800
KIM, ALEEYA	139	12835 NW ALDERVIEW	170
JENSON, GABRIEL	140	19300 NW ST HELENS	950
GRAY, QUILRONICA	141	17428 NW ST HELENS	760
ADAMS, GRACIA	143	16504 NW WAPATO DR	682
WELLS, GABRIEL & CAITLI	144	18912 NW VISTA	860
GOOCHER, PATRICIA	146	18311B NW LOGIE TRAIL	987
MOYER, NEIL	147	16625 NW WAPATO D	550
BRYANT, SCOTT	148	16831 NW ST HELENS	670
HEFFERNAN, DAVID	149	18445 NW LOGIE TRAIL	990
LAWRANCE, CALAB J.	151	16742 NW WAPATO	610
BATY, CAROLYN	152	17125 NW ST HELENS	1,080
KING, JILLIAN	153	12325 NW HARBORTON	90
ANRUD, ROB & LAURA	154	13638 NW RIVERVIEW DR	300
REPP, THERESA	155	16946 NW ST HELENS	710
RAUCH, RYAN	157	17025 NW ST HELENS	1,095
HAIDER, GARY	158	16630 NW ST HELEN	520
SIMIONE, ANDREW	159	17045 NW ST HELENS	1,090

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