

FIRE PREVENTION AND SUPPRESSION AGREEMENT

This Agreement, entered into on _____, 1992, to be effective on July 1, 1992 between the City of Portland, a municipal corporation of the State of Oregon (City), and David F. Weich, Sr. (Weich), 17910 NW Chestnut Lane, Portland, Oregon 97231-1903.

W I T N E S S E T H:

RECITAL: Weich has requested that the City provide him fire prevention and suppression 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 and suppression service at Weich's property described as and located at:

Tax Lot 57, Section 18 Township 2N,
Range 1W, 17910 NW Chestnut Lane,
Portland, Multnomah County, Oregon
97231.

- (1) Such service shall be subject to the City's prior right to use all of its fire fighting personnel and equipment to fight fires within the City's corporate limits. Such service shall also be subject to the reasonable availability of the City's 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 the Bureau of Fire, Rescue and Emergency Services, the Battalion Chief, or other commanding officer who shall answer the alarm of fire on Weich's property.
- (4) The dispatcher on duty, or commanding officer of the Bureau of Fire, Rescue and Emergency Services or any unit thereof, shall, from information received as to the amount and type of equipment needed to suppress a fire at Weich's property,

exercise his judgment as to the amount and type of equipment which may be spared from use by the Bureau of Fire, Rescue and Emergency Services and which may be dispatched to the call to Weich's property.

- B. Have appropriate members of the City's Bureau of Fire, Rescue and Emergency Services visit Weich'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 Weich's property. Oregon Revised Statutes and the regulations of the Oregon State Fire Marshal shall be the criteria for fire prevention services performed.

2. Weich shall:

- A. For the services to be provided by the City, pay the City \$183.52, which Weich has paid and receipt of which the City acknowledges.
- 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. Weich 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 and employees to dispatch or not to dispatch City fire equipment or personnel to calls to Weich's property.

3. The term of this Agreement shall commence on July 1, 1992 and continue through June 30, 1993.

EXECUTED IN QUINTUPLICATE on _____, 1992.

CITY OF PORTLAND, OREGON

By _____
Commissioner of Public Safety

By _____
Auditor

DAVID F. WEICH, SR.

APPROVED AS TO FORM:

DR Williams, Deputy
City Attorney

fire\weich.trw\agr

ORDINANCE No. 165374

*Contract with David F. Weich for fire prevention and suppression services. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. David F. Weich, Sr. (Weich) has requested that the City provide him fire prevention and suppression services for his property on the terms and conditions described in Exhibit A, attached to this Ordinance.
2. The City, through its Bureau of Fire, Rescue and Emergency Services, is willing to provide these services to Weich as requested and on the terms and conditions set forth in Exhibit A.

NOW, THEREFORE, the Council directs:

That the Commissioner of Public Safety and the City Auditor are authorized to execute an Agreement for fire prevention and suppression services with Weich for the term beginning July 1, 1992 and continuing through June 30, 1993 for the sum of \$183.52, paid by Weich, on the terms and conditions set forth in the Agreement, a copy of which, marked Exhibit A, is attached to this Ordinance.

Section 2. The Council declares that an emergency exists in that the Agreement for fire prevention and suppression services will take effect on July 1, 1992 and should be executed forthwith; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.


Passed by the Council, APR 29 1992

COMMISSIONER BOGLE
TRWilliams\bf
April 14, 1992
fire\weich.trw\ord

BARBARA CLARK

Auditor of the City of Portland

By

 Deputy

791

Agenda No.

ORDINANCE NO. 165374

Title

*Contract with David F. Weich for fire prevention and suppression services. (Ordinance).

| | |
|--|---|
| INTRODUCED BY | Filed: APR 24 1992 |
| Commissioner Bogle | Barbara Clark Auditor of the City of Portland |
| NOTED BY COMMISSIONER | |
| Affairs | By: <u>Cay Kershner</u> Deputy |
| Finance and Administration | For Meeting of: |
| Safety <u>Dick Bogle</u> | Action Taken: |
| Utilities | <input type="checkbox"/> Amended |
| Works | <input type="checkbox"/> Passed to Second Reading |
| BUREAU APPROVAL | <input type="checkbox"/> Continued to: |
| Bureau: | |
| Prepared by Date TRWilliams 4/14/92 | |
| Budget Impact Review: | |
| <input type="checkbox"/> Completed <input type="checkbox"/> Not Required | |
| Bureau Head: <u>Barbara Clark</u> | |

| AGENDA | | FOUR-FIFTHS AGENDA | COMMISSIONERS VOTED AS FOLLOWS: | | |
|-------------------|------------|--------------------|---------------------------------|------|------|
| | | | | YEAS | NAYS |
| Consent <u>XX</u> | Regular | Blumenauer | Blumenauer | ✓ | |
| NOTED BY | | Bogle | Bogle | ✓ | |
| City Attorney | <u>TRW</u> | Kafoury | Kafoury | ✓ | |
| City Auditor | | Lindberg | Lindberg | ✓ | |
| City Engineer | | Clark | Clark | ✓ | |
| | | | | | |