

AGREEMENT FOR FIRE SERVICES

THIS AGREEMENT is entered into among the City of Portland, (Portland), a municipal corporation, the City of Gresham, (Gresham), a municipal corporation, and Multnomah County Rural Fire Protection District No. 10, (District), a municipal corporation.

RECITALS

a. On July 1, 1984, Portland and the District entered into a five year intergovernmental agreement renewable for an additional five year term whereby Portland agreed to provide a level of fire service within the area included in the District as of July 1, 1984, which was consistent with the fire service provided in Portland (hereinafter sometimes referred to as the Portland-District contract).

b. On July 18, 1984, Portland and Gresham entered into a one year intergovernmental agreement for the provision of fire suppression services to territory annexed by Gresham.

c. On July 10, 1985, Portland and Gresham entered into another one year intergovernmental agreement for the provision of fire suppression services to territory annexed by Gresham.

d. The parties, under the authority of ORS Chapter 190, desire to enter into this agreement for provision of fire suppression services to territory annexed by Gresham and for the division of assets among the parties.

e. The cities of Wood Village, Fairview and Troutdale are cities within the District which would or may be entitled to assets now belonging to District if they in the future withdraw from the District.

NOW, THEREFORE, the parties agree as follows:

1. Portland shall provide fire suppression and first responder emergency medical services within the territory depicted on the maps, marked Exhibit A, in accordance with the Contract for Fire Services between Portland and District, dated July 1, 1984.

2. The fire suppression and first responder emergency medical service shall be subject to the prior right of Portland to the use of all of its equipment to fight fire and provide emergency medical services within Portland's corporate limits and the boundaries defined in the Contract for Fire Services between Portland and District. The service to be provided by Portland under this agreement is subject to reasonable availability of Portland's personnel and equipment.

3. In consideration of the services to be rendered by Portland during the term of this agreement, Gresham shall pay Portland for credit to District's obligation under District's intergovernmental agreement with Portland, the sum of \$364,381.50. Gresham shall pay the amount in four equal installments on October 1, 1986; January 1, 1987; April 1, 1987; and July 1, 1987.

4. Portland will automatically extend coverage provided under this agreement to areas annexed by Gresham during the term of this agreement without additional charge.

5. On receiving information that Portland's equipment is needed to extinguish a fire in the territory, Portland's dispatcher on duty, commanding officer of the Bureau of Fire, or any unit thereof, shall, based upon the information received, exercise his judgment as to the amount and type of equipment needed to extinguish the fire or provide emergency medical services, and which may be spared from Portland at the time. Portland's response shall be at existing levels of service.

6. Gresham shall provide all water hydrant and water supply information according to their current procedures.

7. Proper members of Portland's Bureau of Fire shall visit the territory, become familiar with the streets and alleys in the territory, the location of hydrants, and obtain such other information as Portland's Bureau of Fire shall deem advisable.

8. To the extent permitted by law, Gresham shall indemnify and defend Portland and District from all claims arising out of or related to the performance of this agreement, with the sole exception of claims based on Portland's or the District's intentional or grossly negligent conduct. Gresham shall defend and hold the District harmless of any and all claims, by whomever asserted, related to property transferred to Gresham under the terms of this agreement, including, but not by way of limitation, claims arising from defects or alleged defects in real or personal property.

9. On July 1, 1987, the District and Portland shall transfer to Gresham their respective interests in the ownership and possession of the following assets:

a. The deed to the real property and improvements known as Fire Station #44 located at 192nd and Halsey. The District shall deed to Gresham the southern portion of Tax Lot 11, Section 29, T1S, R3E, W.M., Multnomah County where Fire Station #44 and the adjacent parking lot are situated. The District shall retain the northern portion of Tax Lot 11, where the District training center and apparatus maintenance center are situated. Prior to July 1, 1987, the District and Gresham shall agree upon the boundary line for partitioning Tax Lot 11, Section 29, T1S, R3E, W.M.,

Multnomah County. The improvements to be transferred shall include the fire station building with all fixtures and furnishings including furniture, mattresses and frames, household goods, building service equipment, and radio system.

b. The title to the 1979 Mack 75 foot Platform Aerial identified as Apparatus #106, including its normal complement of equipment.

c. Title to the 1979 American LaFrance 1500 GPM Engine identified as Apparatus #136, including its normal complement of hose and equipment.

d. Two hundred feet of spare five inch hose, 300 feet of spare two and one-half inch hose, and 300 feet of spare one and one-half inch hose.

10. Prior to July 1, 1987, Gresham, District, Portland, and the cities included in District shall agree upon the value of the assets described in paragraph 9. In case of inability of the parties to agree, the value of the assets shall be established by an independent appraiser satisfactory to the parties.

11. The final equitable division of the assets of the District, on account of the annexation of property by Gresham, shall be determined at a later time in a proceeding including Portland, the cities of Troutdale, Wood Village, and Fairview, as well as Gresham and the District. In such division of assets, all assets transferred under this agreement shall be considered as an advance against such final division of assets in favor of Gresham and the final division of assets shall be adjusted accordingly.

12. The provisions of paragraphs 1 through 7 of this agreement shall be in effect from July 1, 1986, to and including July 1, 1987. The provisions of paragraph 11 shall be in effect until the final accounting referred to in that paragraph is accomplished. The provisions of paragraph 8 shall survive the termination of the contract in any other regard.

EXECUTED IN TRIPLICATE on

1986.

CITY OF GRESHAM

CITY OF PORTLAND

By: 

Margaret Weil, Mayor

By: _____

Mildred A. Schwab
Commissioner of Public
SafetyBy: F. Wallace Douthwaite
City Manager

By: _____

Jewel Lansing
City Auditor

Approved as to form:

By: Thomas Sponsler
City AttorneyBy: Thomas R. Williams
Deputy City Attorney

MULTNOMAH COUNTY RURAL FIRE PROTECTION DISTRICT NO. 10

By: _____

By: _____

By: _____

By: _____

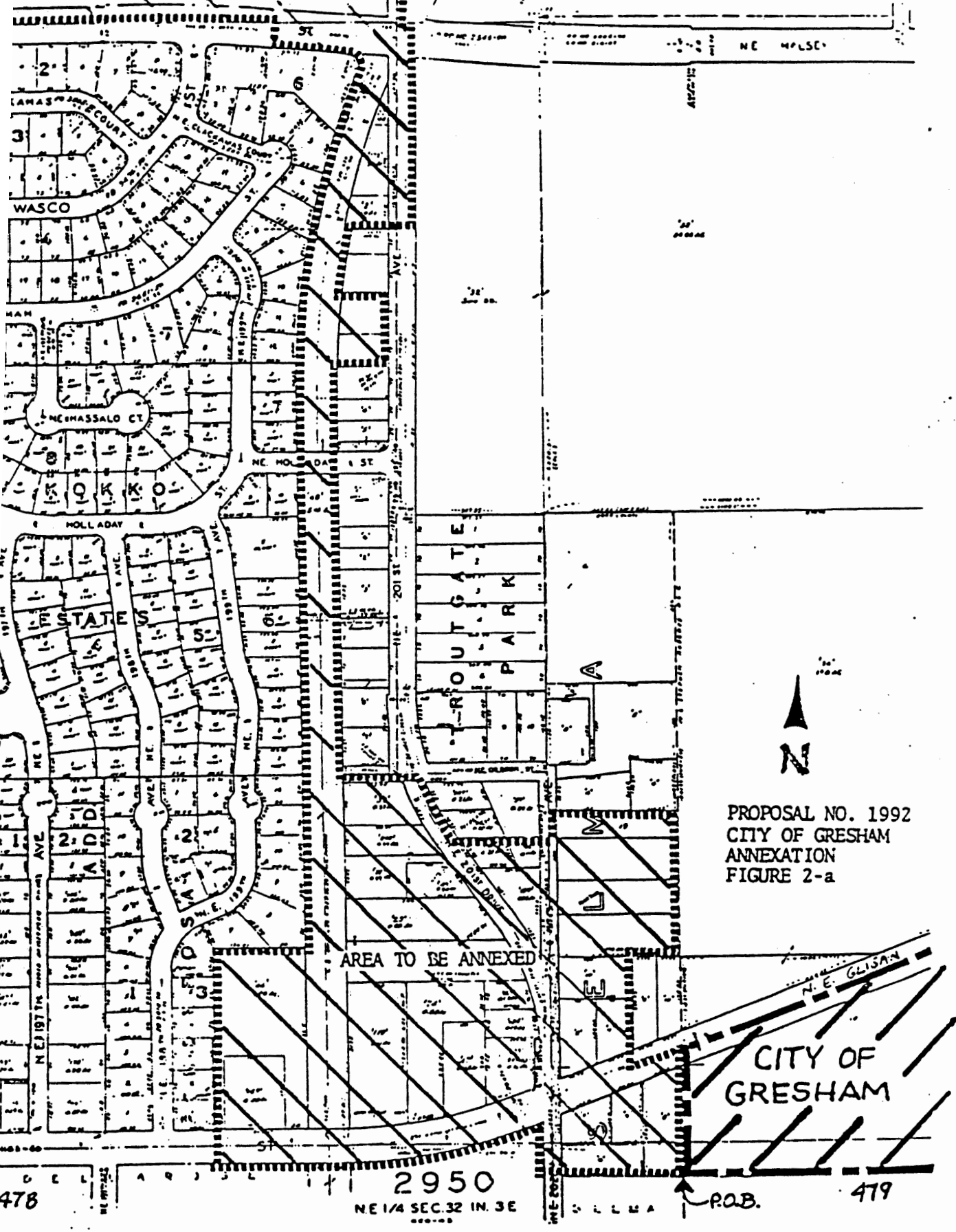
By: _____

Approved as to form:

By: _____

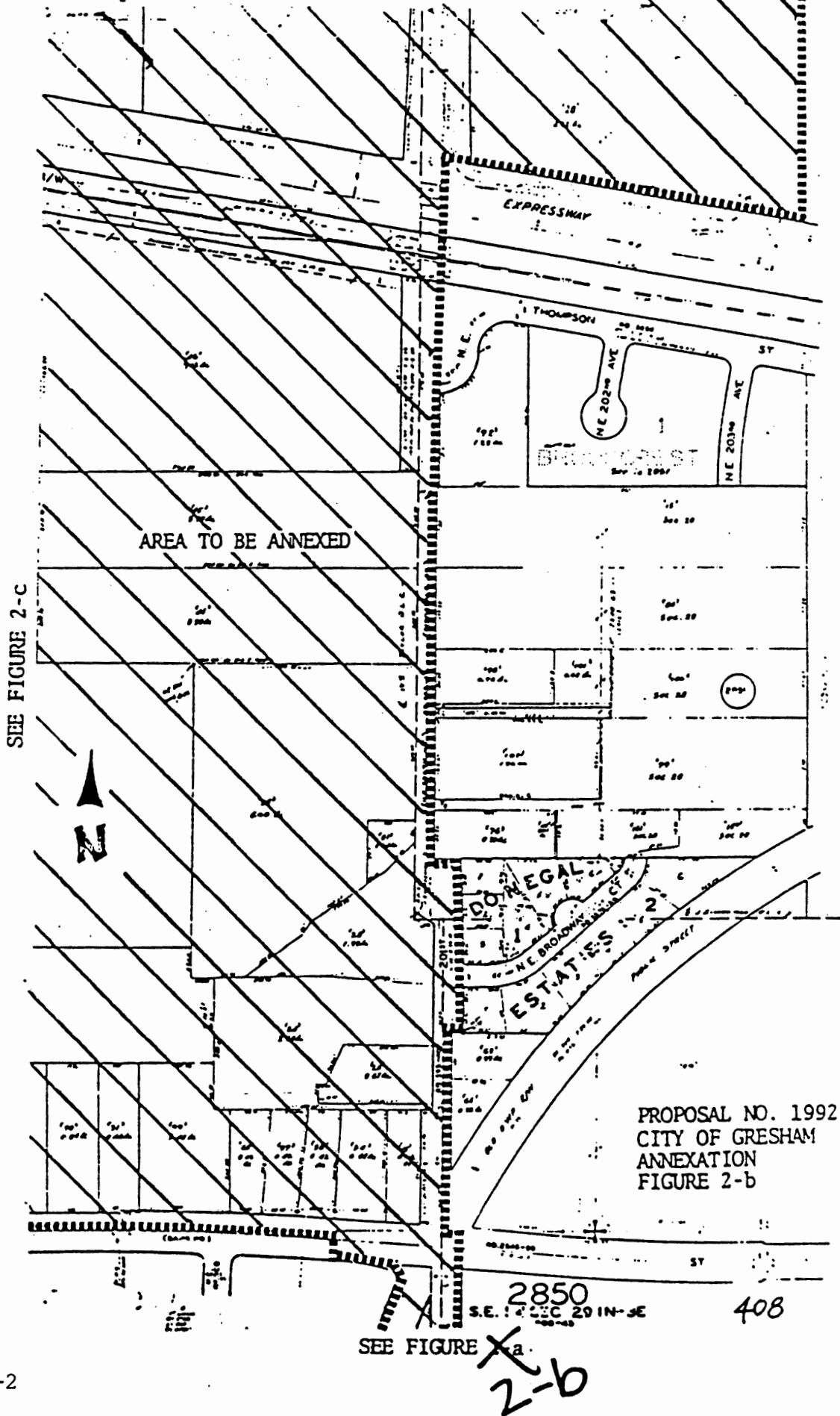
Leslie M. Roberts

Proposal No. 1992



PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-a

SEE FIGURE 2-n



Proposal No. 1992

SEE FIGURE 2-d

SEE FIGURE 2-b

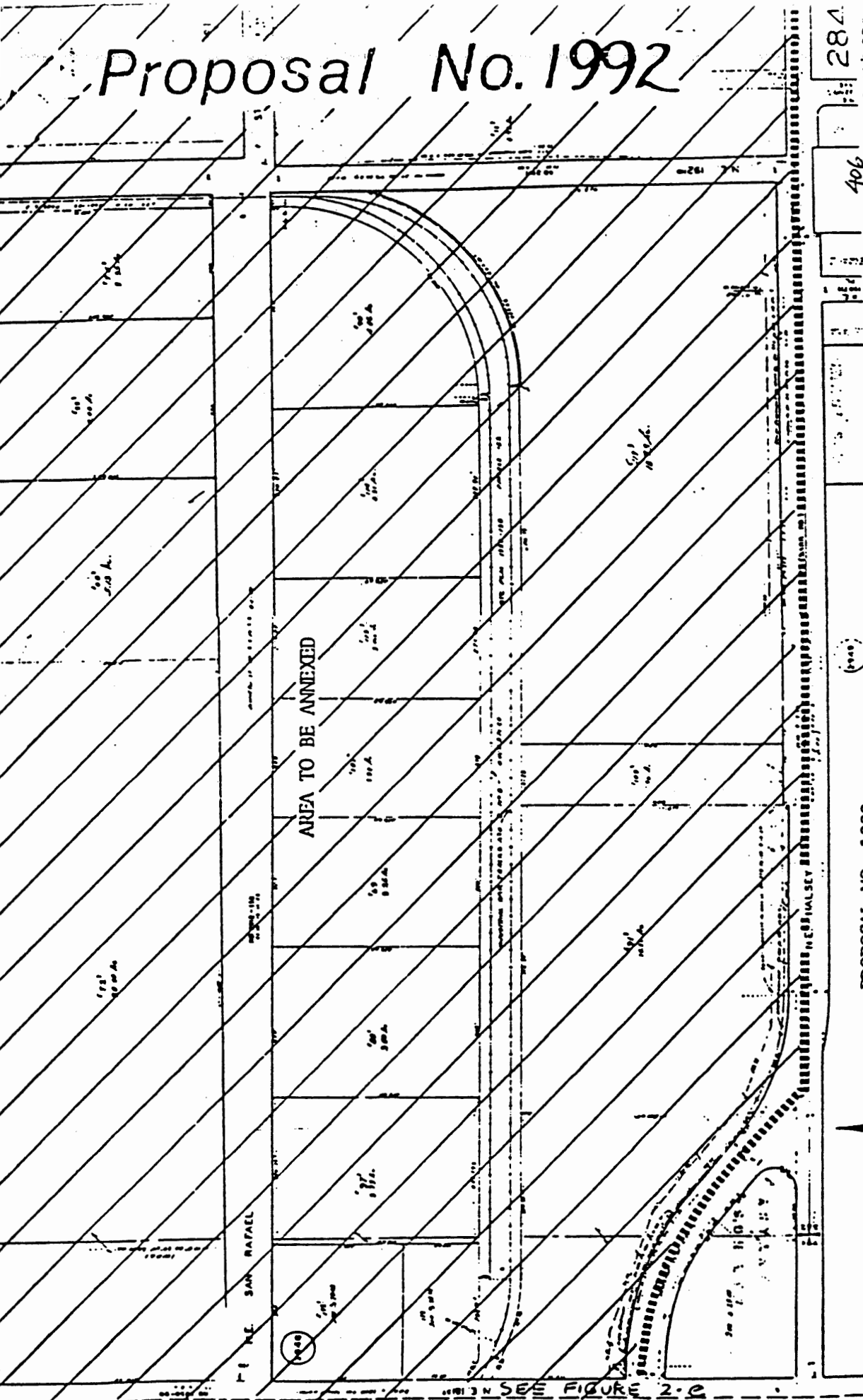
AREA TO BE ANNEXED

407

PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-c

Proposal No. 1992

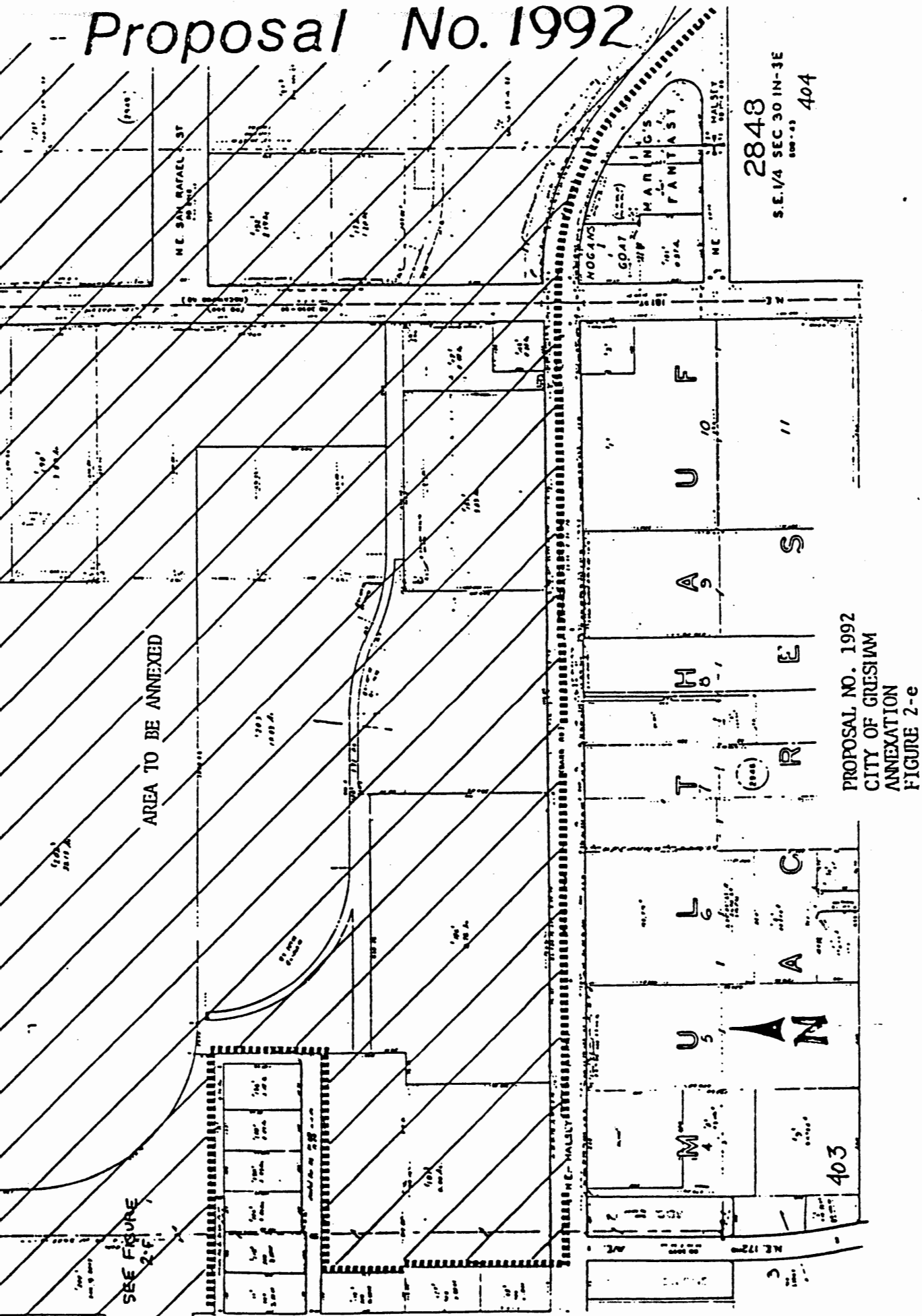
158715



PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-d

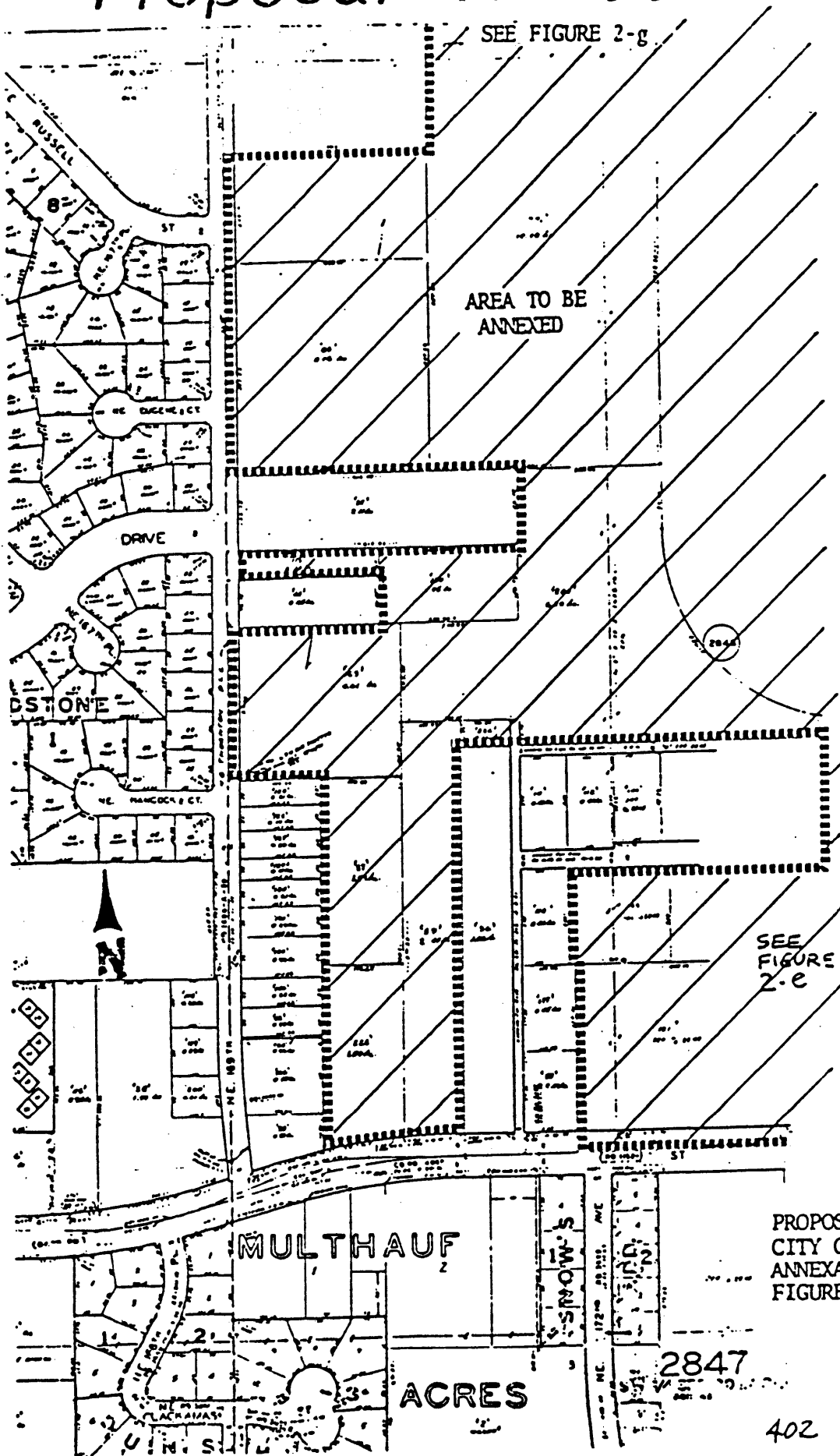
405

Proposal No. 1992



Proposal No. 1992

158715



Proposal No. 1992158715

SEE FIGURE 2-h

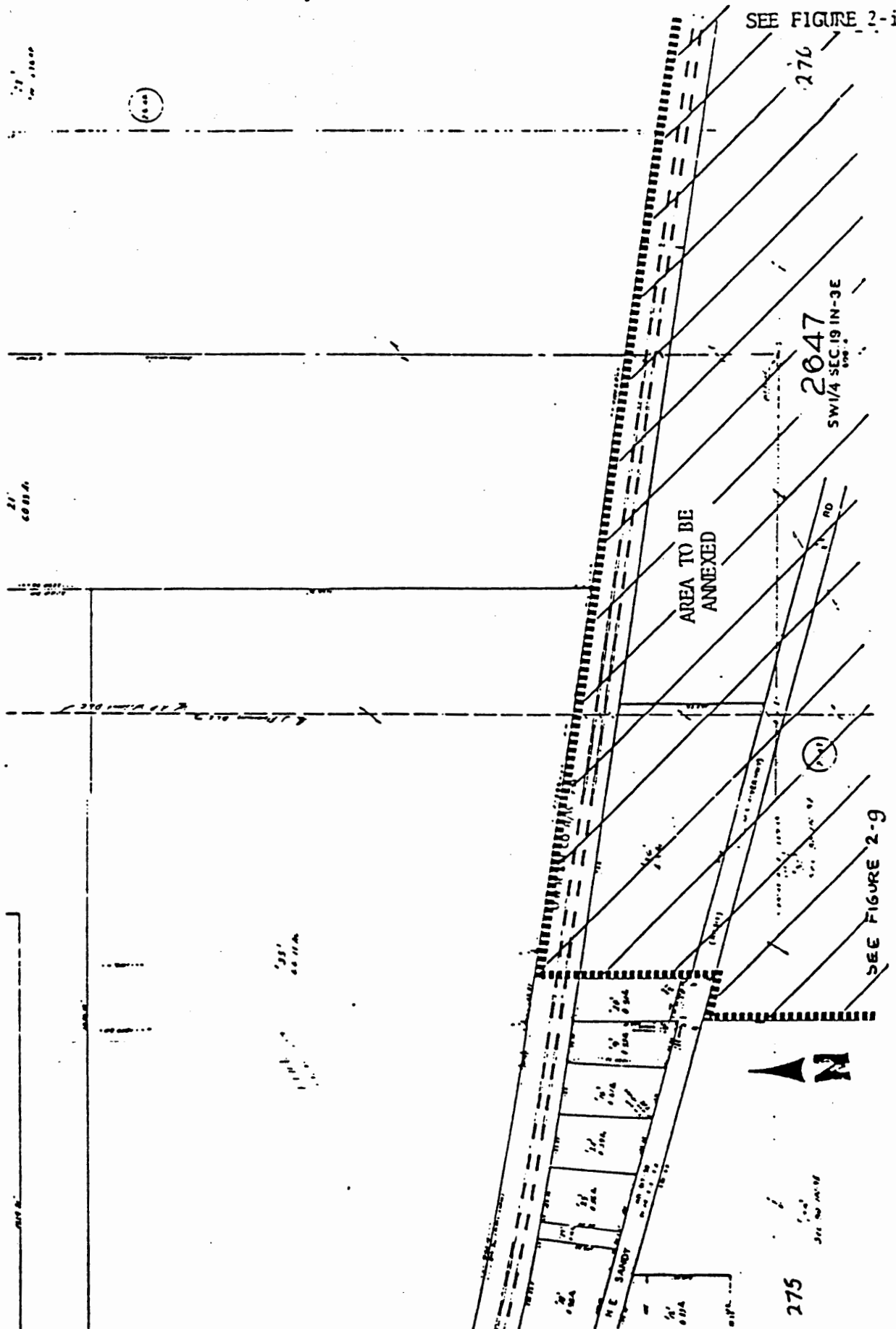
AREA TO BE ANNEXED

PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-g

2747
NW 1/4 SEC. 30 IN-3E
338

Proposal No. 1992

158715



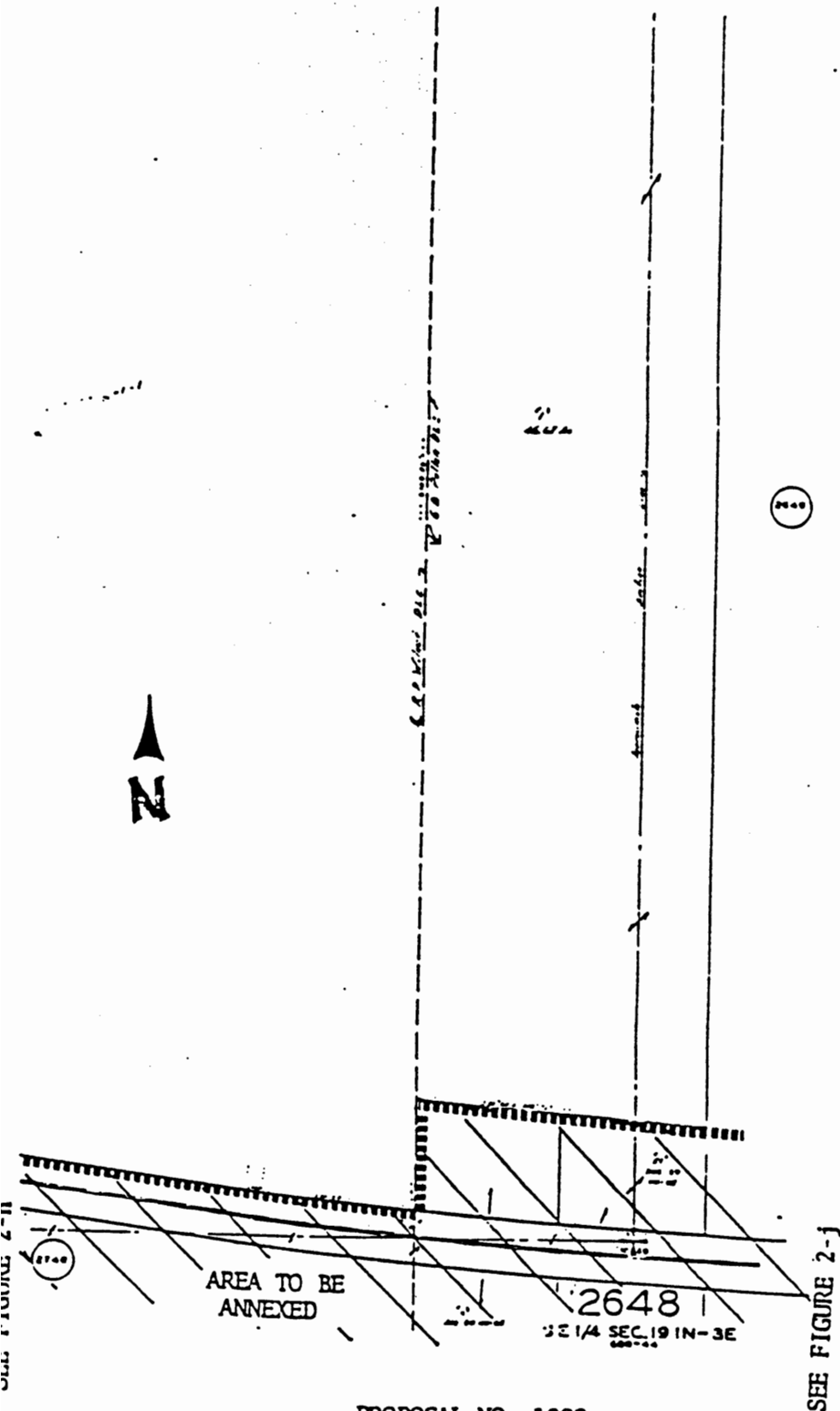
PROPOSAL NO. 1992
CITY OF GRESWICK
ANNEXATION
FIGURE 2-h

Proposal No. 1992

158713

JUN 18 1984

CITY OF PORTLAND
BUREAU OF PLANNING



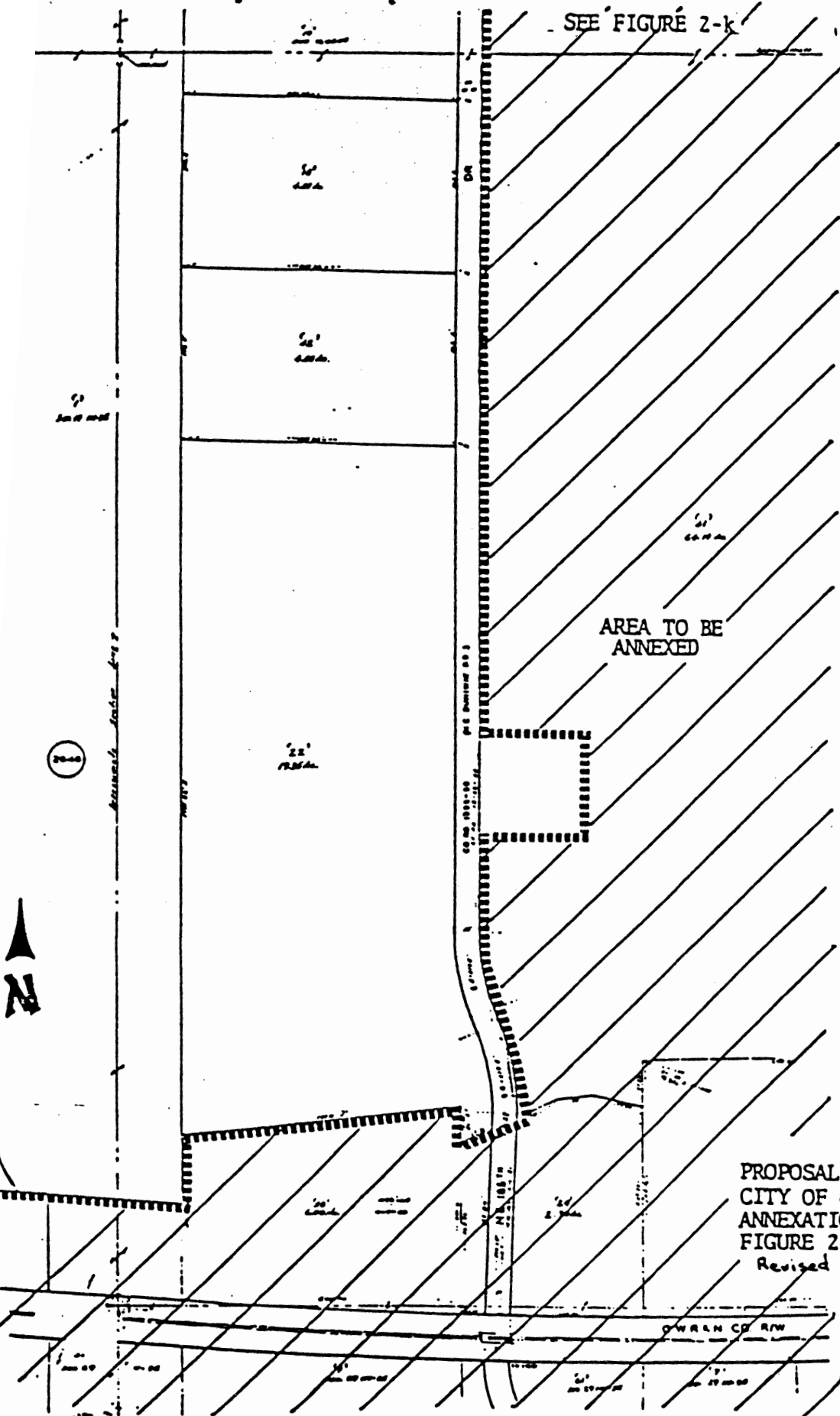
PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-i
Revised 6/13/84

278

Proposal No. 1992

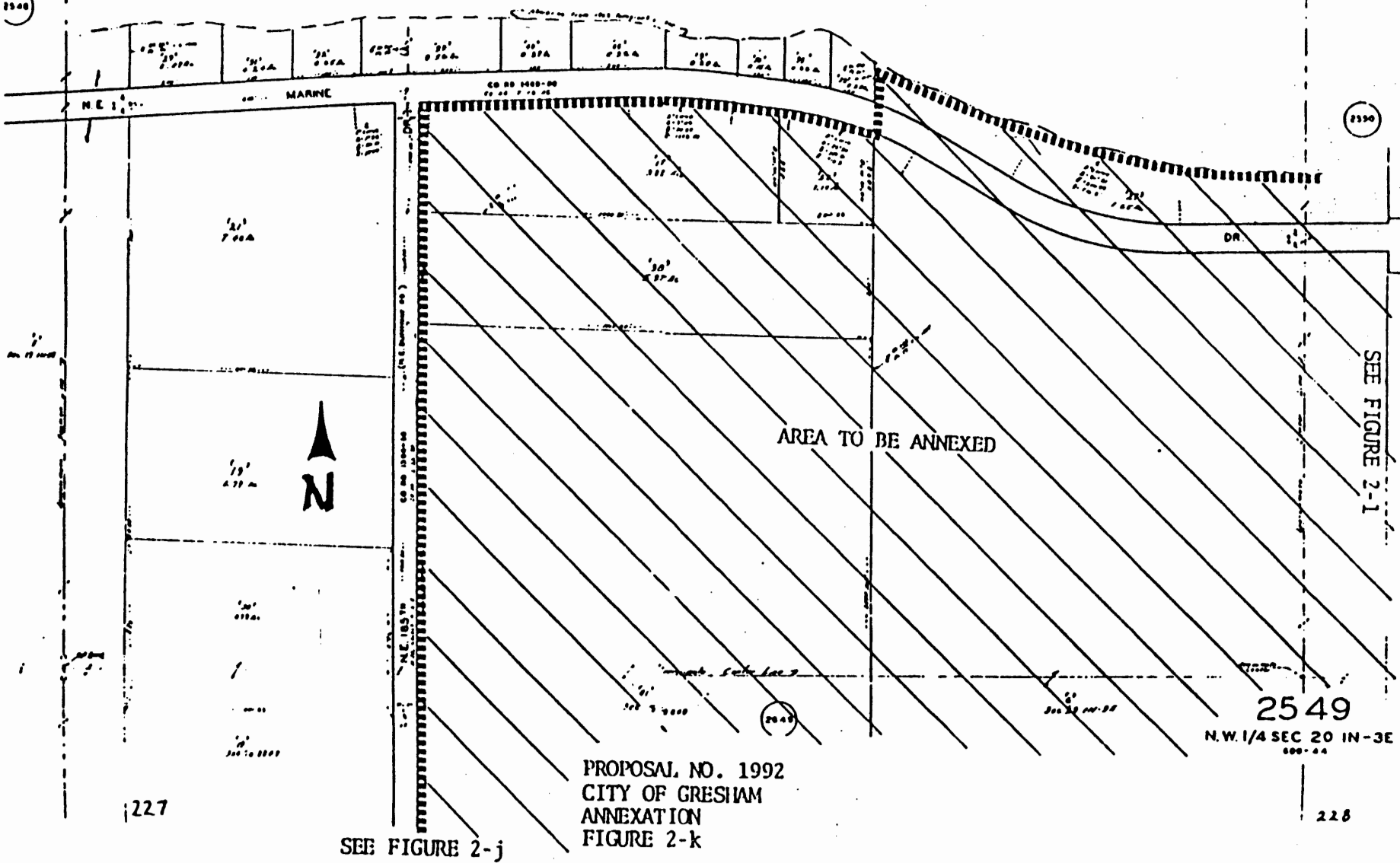
1587/15

SEE FIGURE 2-k



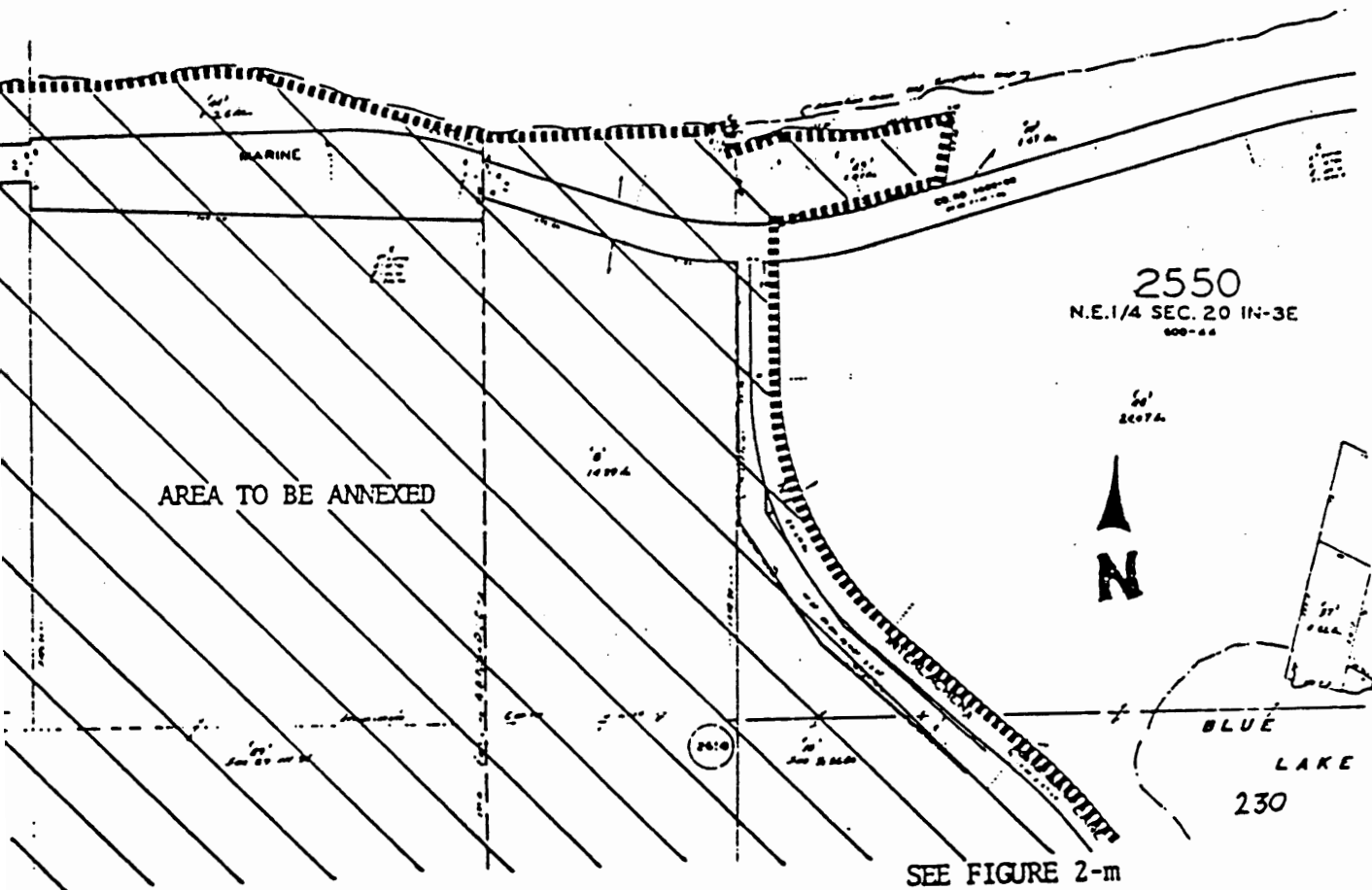
PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-j
/ Revised 6/13/84

Proposal No. 1992



Proposal No. 1992

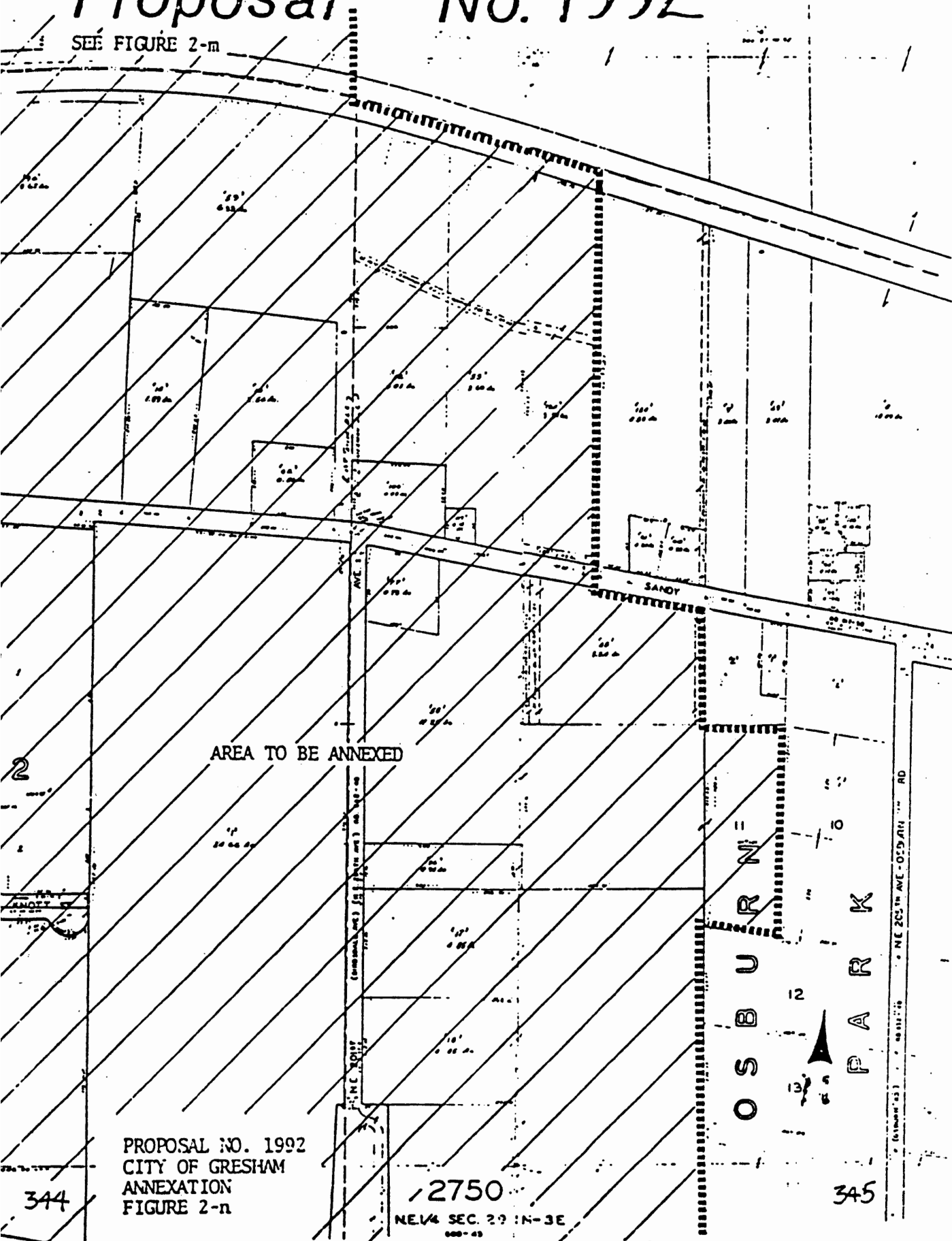
— SOUTH CHANNEL COLUMBIA RIVER —



PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-1

Proposal No. 1992

SEE FIGURE 2-m

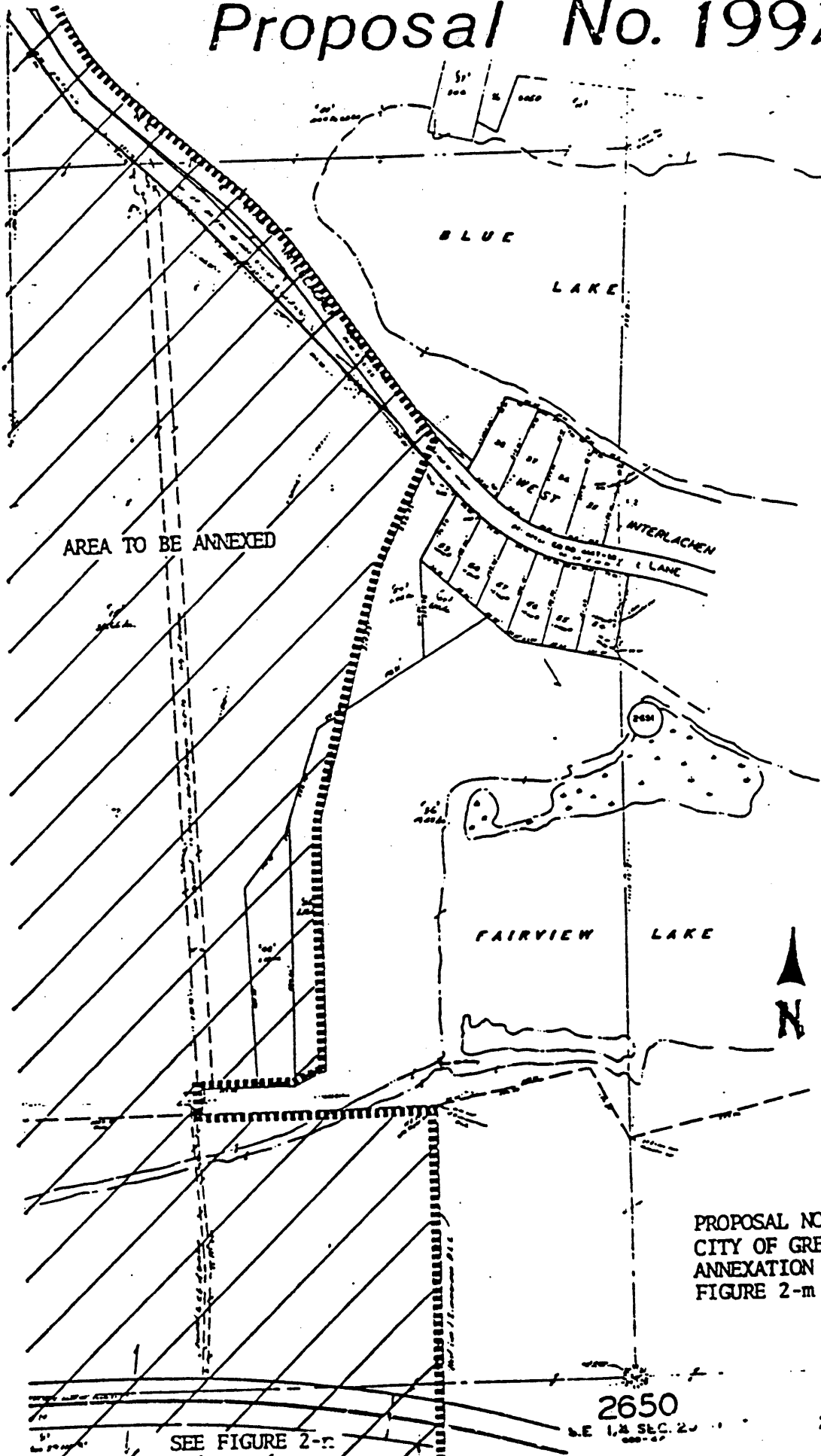


PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-n

SEE FIGURE 2-b

Proposal No. 1992

SEE
FIGURE
2-1



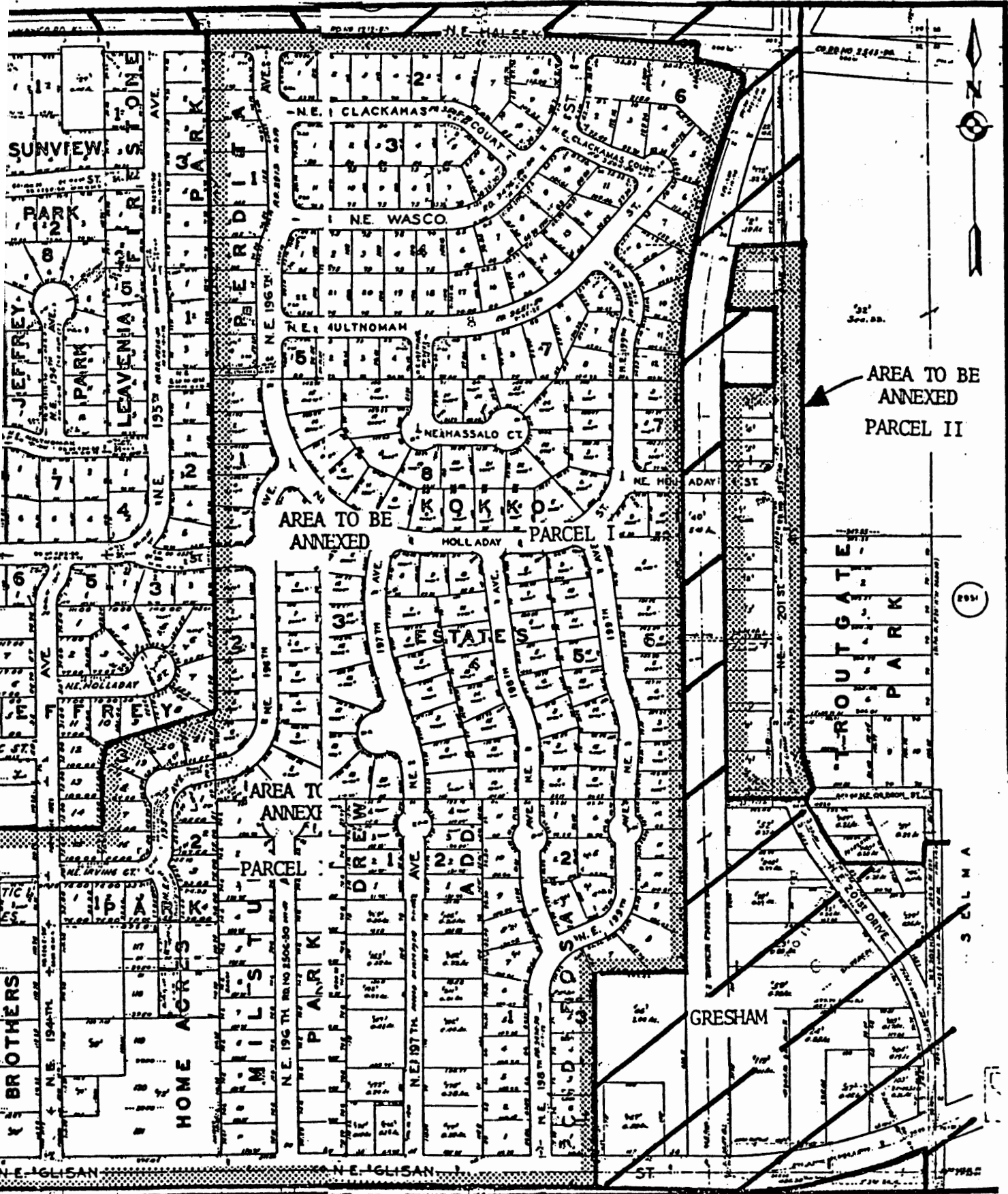
PROPOSAL NO. 1992
CITY OF GRESHAM
ANNEXATION
FIGURE 2-m

2650

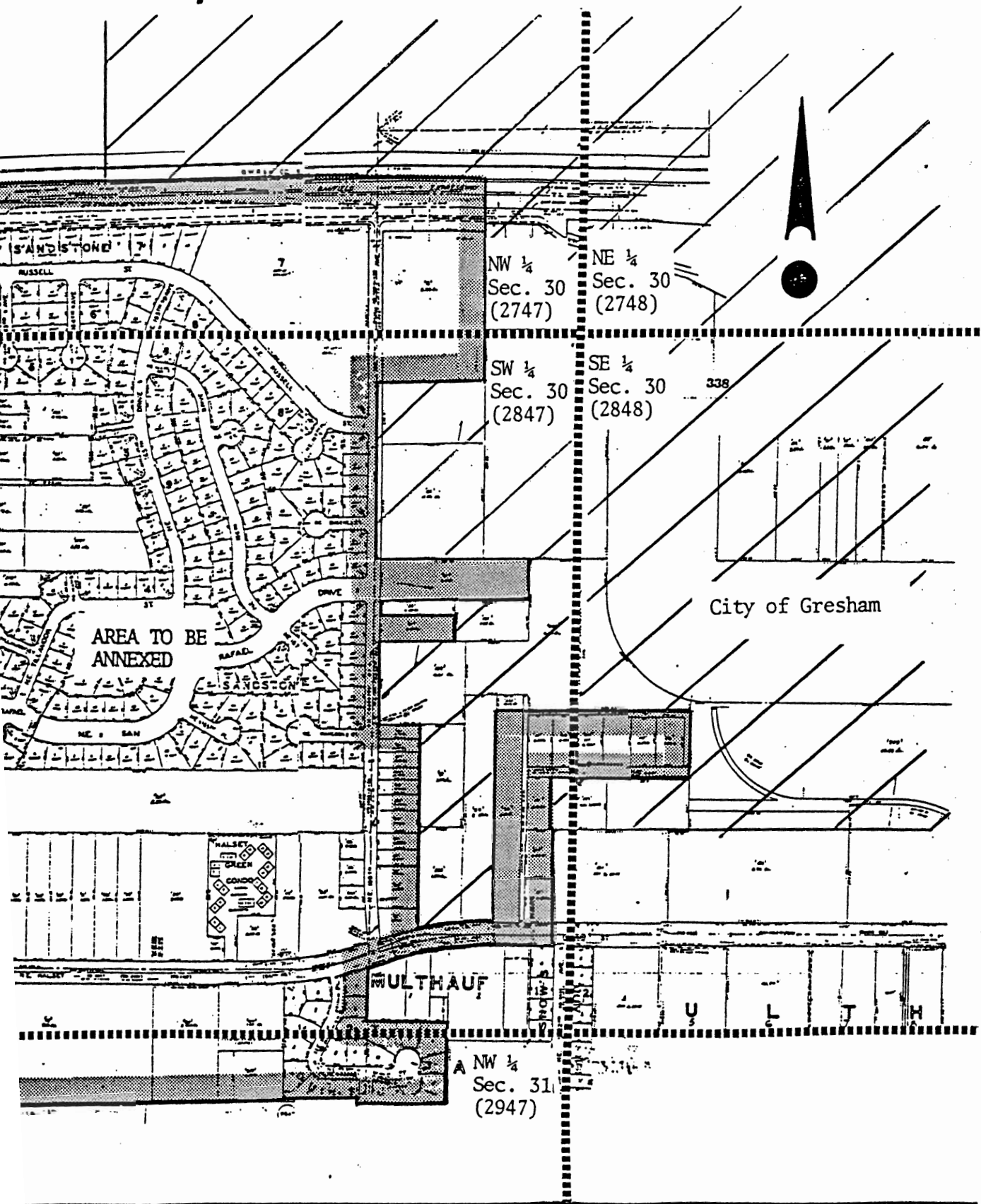
S.E. 1/4 SEC. 20

SEE FIGURE 2-n

Proposal No. 2192



Proposal No. 2121



PROPOSAL NO. 2122
CITY OF GRESHAM
ANNEXATION
FIGURE 2

ORDINANCE No. 158715

An Ordinance authorizing the Commissioner of Public Safety and City Auditor to execute an agreement to provide fire suppression and first responder emergency medical services to areas annexed to the City of Gresham, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Gresham has requested that the City provide, on the terms and conditions described in the agreement marked Exhibit A, attached to this ordinance, fire suppression and first responder emergency medical services to areas annexed by the City of Gresham.
2. On July 1, 1984, the City and Multnomah County Rural Fire Protection District No. 10 (District) entered into an agreement by the terms of which the City is providing fire service to the District.
3. The City's agreement with the District requires the District, on annexation of certain District territory to the City, to transfer certain District property to the City on certain conditions. The proposed agreement between the City and Gresham provides that on annexation of this territory by Gresham, the District will transfer this property to Gresham.
4. The City is willing to provide the services requested by the City of Gresham 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 suppression and first responder emergency medical services to the City of Gresham for the term beginning July 1, 1986 and continuing through June 30, 1987, for the sum of \$364,381.50, 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 fire suppression and first responder emergency medical services must be provided forthwith; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **JUL 10 1986**

COMMISSIONER SCHWAB
TRWilliams:mc
June 17, 1986

Jewel Lansing

Auditor of the City of Portland

By

Doris E. Chesser
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE	—	
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK	✓	

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No.

~~1329~~

ORDINANCE No. 158715

Title

An Ordinance authorizing the Commissioner of Public Safety and City Auditor to execute an agreement to provide fire suppression and first responder emergency medical services to areas annexed to the City of Gresham, and declaring an emergency.

JUL 2 1986

CONTINUED TO 9:30 A. M. JUL 10 1986

JUN 26 1986

Filed _____

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By Elena Owens
Deputy

Commissioner Schwab

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Fire

Prepared By:

Date:

Thomas R. Williams 6/17/86

Budget Impact Review:

☒ Completed

☐ Not required

Bureau Head:

Kenneth L. Owens
Kenneth L. Owens, Chief

CALENDAR

Consent

Regular x

NOTED BY

City Attorney

T. Williams

City Auditor

City Engineer