

## FIRE SUPPRESSION AGREEMENT

This Agreement, entered into on June 24, 1986 to be effective on July 1, 1986, 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), 9224 N. Hudson, Portland, Oregon 97203.

## W I T N E S S E T H:

RECITAL: Burlington has requested that the City provide it fire suppression services at the location indicated below and on the terms and conditions 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. Suppression Services to be Provided. The City shall:
  - A. Provide fire suppression service within Burlington's boundaries, described in Exhibit A, attached and incorporated herein.
    - (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 Fire Bureau, the Battalion Chief, or other commanding officer who shall answer the alarm of fire within the district.
    - (4) The dispatcher on duty, or commanding officer of the Fire Bureau or any unit thereof, shall, from information received as to the amount and type of equipment needed to suppress a fire in

Burlington, exercise his judgment as to the amount and type of equipment which may be spared from use by the Fire Bureau and which may be dispatched to the call in Burlington.

- (5) Neither the City nor any member of the Fire Bureau shall be liable on any claim for alleged fault in making decisions about dispatching the City's fire fighting personnel and equipment to calls in Burlington.
- B. Have appropriate members of the City's Fire Bureau visit Burlington and 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.
- 2. Burlington shall:
  - A. For the services to be provided by the City, pay the City \$30,387.00 in two equal installments of \$15,193.50 each, the first installment to be paid on or before January 1, 1987 and the final installment to be paid on or before June 1, 1987.
  - B. Authorize a levy, under authority granted by ORS Chapter 264, for the express purpose of raising the sum specified in this Agreement to be paid to the City.
  - C. 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.
  - D. File with the City's Auditor a current map of Burlington, showing the location of all public streets, highways, avenues and alleys, the location and size of all water mains and fire hydrants, and the approximate locations of all buildings in the district.
  - E. Provide the Fire Bureau with copies of the map of referred to in the previous subparagraph.

3. The term of this Agreement shall commence on July 1, 1986 and continue through June 30, 1987.

EXECUTED IN QUINTUPLICATE on \_\_\_\_\_, 1986.

CITY OF PORTLAND, OREGON

By \_\_\_\_\_  
Commissioner of Public Safety

By \_\_\_\_\_  
Auditor

BURLINGTON WATER DISTRICT

By Robert H. Parker  
Commissioner

APPROVED AS TO FORM:

William Deputy  
City Attorney

**ORDINANCE No. 158768**

An Ordinance authorizing the Commissioner of Public Safety and the City Auditor to execute an agreement to provide Burlington Water District with fire suppression services; and declaring an emergency.

The City of Portland ordains:

**Section 1. The Council finds:**

1. Burlington Water District (Burlington), a corporation organized under ORS Chapter 264, has requested that the City provide it fire suppression service within its boundaries and on the terms and conditions described in Exhibit "A", attached to this ordinance.
2. The City, through its Fire Bureau, is willing to provide fire suppression services to Burlington 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 suppression services with Burlington for the term beginning July 1, 1986 and continuing through June 30, 1987, for the sum of \$30,387 to be paid by Burlington, on the terms and conditions set forth in the Agreement, a copy of which, marked Exhibit "A" is attached to the original only of this ordinance.

**Section 2. The Council declares that an emergency exists and the Agreement for fire suppression services 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, **JUL 10 1986**

Commissioner Schwab  
TRWilliams:cdw  
June 30, 1986

**Jewel Lansing**  
Auditor of the City of Portland  
By *Doris E. O'Leary*  
Deputy

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

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No. 1412

ORDINANCE No. 158768

### Title

An Ordinance authorizing the Commissioner of Public Safety and the City Auditor to execute an agreement to provide Burlington Water District with fire suppression services; and declaring an emergency.

Filed JUL 2 1986

JEWEL LANSING  
Auditor of the CITY OF PORTLAND

By Edna Cervera  
Deputy

INTRODUCED BY

Commissioner Schwab

NOTED BY THE COMMISSIONER

Affairs

Finance and  
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau: Fire

Prepared By: Date:  
Thomas R. Williams 6/30/86

Budget Impact Review:

☒ Completed ☐ Not required

Bureau Head:  
Kenneth L. Owens  
Kenneth L. Owens, Chief

CALENDAR

Consent

Regular x

NOTED BY

City Attorney  
Thomas R. Williams, dep

City Auditor

City Engineer