



# Metro

**Gary Shepherd, Senior Assistant Attorney**

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March 22, 2018

Kevin Cook, Senior Planner  
Multnomah County  
Land Use Planning Division  
1600 SE 190<sup>th</sup> Avenue  
Portland, OR 97233

RE: Metro's North Tualatin Mountains  
Case #T4-2017-9166 – Comprehensive Plan Text Amendment  
Case #T3-2017-9165 – Use Application  
**Response to Request for Additional Information**

Dear Mr. Cook:

This letter and attached application submissions constitute Metro's response to the County's request for additional information dated March 8, 2017.

County planning requested additional information to address MCC 29.003(B)(2) and fire protection services for the site.

The Burlington Forest property is inside the Oregon Department of Forestry Fire protection district. Primary fire and emergency services are provided by the Oregon Department of Forestry, Oregon's largest fire department. The Oregon Department of Forestry confirmed that it is the property's structural fire service agency. As such, they are the appropriate fire district to review applicant's proposal.

At Metro's request, the Oregon Department of Forestry reviewed the application plans for the proposed access and trail development. The fire agency confirmed that:

"the proposed development is in compliance with fire apparatus access standards of the Oregon Fire Code standards as implemented by our agency."

The fire agency further found that the proposed structure "meets all of our protection requirements" and "[t]he access road and parking area are adequately sized to accommodate our firefighting apparatus." Exhibit A (County Fire Service Agency Review Form). No additional information is needed to satisfy MCC 29.003(B)(2).

**Exhibit A.7**

The Oregon Department of Forestry is also a part of an extensive fire protection network that includes agreements with public agencies and fire departments, including Portland Fire and Rescue and Tualatin Valley Fire and Rescue (TVFR) District.

As part of Metro's due diligence, the agency contacted Portland Fire and Rescue and TVFR. Both fire districts confirmed that the Burlington Forest property was not in their respective districts, but that both agencies would provide secondary fire and emergency services to the site through their Mutual Aid Agreements with regional fire service providers and the Oregon Department of Forestry. Copies of Mutual Aid Agreements provided by TVFR are attached as Exhibit B.

Metro also received a letter from TVFR confirming that the Oregon Department of Forestry is the correct fire protection district, that TVFR does not have authority to conduct plan review, and that they are not interested in annexing the territory to its fire district primarily because of financial reasons. Exhibit C. The TVFR letter also confirms that in the event of a fire or emergency that they would respond pursuant to the Mutual Aid Agreement.

Additionally, Metro received a response from Portland Fire, who also confirmed the property is outside of their district boundaries, but that the department would respond in case of a fire or emergency. Portland Fire also confirmed that access is acceptable and that "no structure, building or addition" proposed by Metro is of any concern, as they are not occupied structures and would not direct fire resources away from other needs. Exhibit D.

The above information, attached exhibits, plans of record, and existing infrastructure confirm that the proposed access and parking area are sufficient for emergency service vehicles and satisfy Oregon Fire Code access standards.

If you have any questions or concerns with the information or response provided, please contact me directly at 503-797-1600 or [gary.shepherd@oregonmetro.gov](mailto:gary.shepherd@oregonmetro.gov). Metro thanks you for your time and assistance with this application review.

Sincerely,

A handwritten signature in black ink, appearing to read "G Shepherd", written in a cursive style.

Gary Shepherd  
Office of Metro Attorney



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1600 SE 190<sup>th</sup> Ave, Ste 116  
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Ph: 503-988-3043 Fax: 503-988-3389  
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## FIRE SERVICE AGENCY REVIEW

**TO THE APPLICANT:** Take this form to the Structural Fire Service Provider\* that serves your property along with the following:

- ☐ A site plan drawn to scale showing the subject property, its improvements, location of fire hydrants and driveway information; See Exhibit B
- ☐ A floor plan of the proposed development; and
- ☐ A fire flow report from your water purveyor (if applicable) [Not applicable for Properties served by MCRFD#14 customers]
- ☐ After the fire official signs this form, include it with your application material. See Fire Code Application Guide for fire-related access standards and fire flow information.

\*If your property is not served by a structural fire service provider, your project is to be reviewed by the appropriate building official serving your property.

Address of Site Burlington Creek Forest, North Tualatin Mountains - no site address  
Map & Tax Lot: See attached 'R' number R119904580  
Description of Proposed Use: Trailhead with parking, vault toilet and multi-use trails  
Total Square Footage of Building (including roof projections, eaves & attached structures): \_\_\_\_\_  
Applicant Name: Metro - Gary Shepherd Phone: 503.797.1600  
Mailing Address: 600 NE Grand Avenue  
City: Portland State: OR Zip Code: 97232 Email: gary.shepherd@oregonmetro.gov

### STRUCTURAL FIRE SERVICE AGENCY REVIEW

Fire Agency completing this form: Oregon Dept. of Forestry Date of Review 12/07/2017

- ☒ The subject property is located within our service boundaries or is under contract.
- ☐ The subject property is outside of our service boundaries and will not be providing fire protection services via contract. (Additional review is not needed.)

#### **\*\* Access Review by Structural Fire Service Agency Providing Service \*\***

- ☒ The proposed development is in compliance with the fire apparatus access standards of the Oregon Fire Code standards as implemented by our agency.
- ☐ The following access improvements must be completed prior to issuance of the building permit and be re-inspected by our agency before flammable materials are placed on the property.

If the structure is built and maintained as designed, it meets all of our protection requirements. The access road and parking area are adequately sized to accomodate our firefighting apparatus.

- ☐ The proposed development is **not** in compliance with the adopted Fire Service Agency's access standards. The proposed building/structure is required to have a fire sprinkler system installed in compliance with Section 903.1.3 (NFPA 13D) of the Oregon Fire Code.

**Fire Official:** Please sign or stamp the presented site plan & floor plan and attach it to this form.

Eric Perkins, Protection Unit Forester  
Signature & Title of Fire Official

See Other Side

**EXHIBIT A**

**Exhibit A.7.2**

## STRUCTURAL FIRE SERVICE AGENCY REVIEW, cont.

### \*\* Fire Flow by Structural Fire Service Agency Providing Service \*\*

The structure, building or addition is exempt from the fire flow standards of the OFC B-105.2.

- ☐ The proposed non-commercial structure is **less** than **3,600 sq. ft.** (including the horizontal projections of the roof) and there is 1,000 gallons per minute of fire-flow available at 20 psi from public water lines. No mitigation measures are necessary.
- ☐ The proposed non-commercial structure is **more** than **3,600 sq. ft.** (including the horizontal projections of the roof) and the fire-flow & flow duration at 20 psi is available from public water lines or private well and is in compliance with minimums specified in Appendix B, Table B105.1 of the Oregon Fire Code. No mitigation measures are necessary.
- ☐ The existing fire-flow & flow duration available from public water lines or private well is not adequate to serve the proposed non-commercial structure in compliance with Appendix B of the Oregon Fire Code. The following mitigation measures are necessary\* and must be installed prior to occupancy or use of the structure.
  - ☐ A monitored fire alarm must be installed.
  - ☐ Class A or non-combustible roof materials must be installed.
  - ☐ Defensible space of 30 feet around the structure/building/addition.
  - ☐ A defensible space of 100 feet around the structure/building/addition due to slopes greater than 20 %.
  - ☐ A fire sprinkler system meeting Section 903.1.3 (NFPA13D) of the Oregon Fire Code shall be installed.
  - ☐ Other \_\_\_\_\_

\* The above required structural features are required by the Oregon Fire Code and shall be shown clearly on all building plans.

### Commercial/Industrial Buildings & Uses.

- ☐ The minimum fire flow and flow duration is available from public water lines or private well as specified in Appendix B, Table B105.1. No mitigation measures are required.
- ☐ The minimum fire flow & flow duration is not available from public water lines or private well as specified in Appendix B, Table B105.1. The following mitigation measures are required:

Not applicable for design structure.

Eric Perkins, Protection Unit Forester

Signature & Title of Fire Official

To the Fire Official:

- ☐ Land Use Planning has determined that the proposed building will qualify as an Exempt Farm Structure and the property owner has indicated that the building will be used solely for farm purposes and they intend on using the provision under ORS 455.315 and will not be obtaining a building permit for its construction.

Multnomah County Land Use Planning

WASHINGTON COUNTY FIRE DEFENSE DISTRICT  
2009  
INTRA-COUNTY MUTUAL AID AND EMERGENCY ASSISTANCE  
AGREEMENT

WHEREAS, large incidents have the potential of outstripping the capacity of any community to effectively protect life and property; and

WHEREAS, the parties to this Agreement desire to combine and coordinate their resources for responses to large incidents occurring in their jurisdictions; and

WHEREAS, the parties to this Agreement desire to mutually cooperate in an effort to provide the most expedient and affordable service to their respective communities; and

WHEREAS, under the Oregon Emergency Conflagration Act, ORS 476.510 to 476.610, the State Fire Marshal has prepared the Oregon Fire Service Mobilization Plan ("Mobilization Plan"), which recognizes the necessity to provide immediate response prior to the exercise of authority under the Conflagration Act; and

WHEREAS, this Agreement is intended to be consistent with, and supportive of, the structure and objectives of the Mobilization Plan; and

WHEREAS, Mutual Aid<sup>1</sup> includes an immediate response under the Mobilization Plan, immediate response during an Emergency, or immediate response during a declaration of emergency under ORS Chapter 401; and

<sup>1</sup> Unless otherwise noted, defined terms are set forth in Section 2.0.

EXHIBIT B

Exhibit A.7.3



WHEREAS, the terms and conditions of the Emergency Assistance needed to protect life and property during extended operations needs to be defined and agreed upon by the parties.

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed between the parties as follows:

1.0 INTRODUCTION.

This Agreement shall be known as the 2009 Intra-County Mutual Aid Agreement and shall supercede and repeal the mutual aid agreement between Washington County fire agencies known as the 2005 Mutual Aid Response Agreement and any previous versions of this Agreement. This Agreement is effective on the date signed by all parties, and shall be effective as to each additional party as provided in Section 18 of this Agreement, and is entered into for the purpose of securing to each party Mutual Aid and Emergency Assistance for response to emergencies resulting from any cause.

2.0 DEFINITIONS.

2.1. "Assistance Costs" include personnel, equipment and service costs that extend beyond the first Operational Period of an Emergency event that are incurred by the Providing Party. Assistance Costs will be determined at rates according to the Mobilization Plan, and must be eligible costs as determined by the Oregon Fire Mobilization Plan, or under the Public Assistance Program or the Fire Management Assistance Grant Program authorized under the Stafford Act, 42 U.S.C. 5121-5206, and the implementing regulations of 44 CFR § 204 and § 206, as they may be amended from time to time, and as set forth in FEMA policy.

2.2 "Emergency" is a human-caused or natural event or circumstance within the jurisdiction of any party causing or threatening loss of life, damage to the environment, injury to person or property, human

suffering, or financial loss, and the event is or is likely to be beyond the capacity of the party in terms of personnel, equipment and facilities, and therefore requires Mutual Aid and Emergency Assistance. Events include, but are not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage, and use of weapons of mass destruction.

2.3 "Emergency Assistance" includes, but is not limited to, personnel, services, equipment, materials, or supplies offered during an Emergency by the Providing Party and accepted by the Requesting Party to assist in maintaining or restoring normal services beyond the first Operational Period of the Emergency, when such service has been disrupted by the Emergency, and Emergency Assistance from other parties is necessary or advisable, as determined by the Requesting Party. Services include, but are not limited to, incident management, search and rescue, debris removal, media relations, emergency medical, and firefighting.

2.4 "Mutual Aid" means Emergency Assistance requested by the Requesting Party and provided by the Providing Party during Emergencies where the Emergency Assistance is automatically dispatched as provided in Section 4.4, or the Requesting Party's resources are exhausted. This assistance is intended to be unpaid assistance for a period of not more than 12 hours, or the first Operational Period of the Emergency, whichever is less. The Providing Party and the Requesting Party may mutually agree to extend the period of time, but Providing Party is entitled to reimbursement of Assistance Costs as set forth in this Agreement. Operations during declarations of emergency under ORS 401.055 exceed the intent of unpaid Mutual Aid assistance.

2.5 "Operational Period" is defined by the Incident Commander (determined under Section 4.5) as the amount of time necessary to

accomplish the operational objectives assigned to personnel and equipment and which is within safe work/rest ratio standards established in the fire service. Operational Periods are event driven, and are typically 12 hours, but may exceed 12 hours during the initial response to an emergency. As determined by the Incident Commander, Operational Periods will never exceed 24 hours.

For an incident within ODF protected lands, mutual aid resources are limited to the first 12 hour operational period. After the initial 12 hours, extension of resource under this mutual aid Agreement must be approved by individual parties, or they may be provided under separate agreement between the ODF and the individual parties.

2.6 "Providing Party" means a party to this Agreement that provides Emergency Assistance to a Requesting Party under this Agreement.

2.7 "Requesting Party" means the party that has legal jurisdiction over the Emergency event, that has made a request for Emergency Assistance, and that has received Emergency Assistance under this Agreement.

2.8 "Washington County Fire Defense Board" means the association and organization of local fire agencies as defined in the Mobilization Plan.

### 3.0 AUTHORITY AND SCOPE OF AGREEMENT.

This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). ORS 190.010 authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agencies, have authority to perform, and ORS 190.010 authorizes units of state and local governments to enter into agreements with each other to cooperate in the performance of their duties. ORS Chapters 190, 453, 476, 475 and 477 extend the powers and authorities of the parties to this Agreement beyond their boundaries when



operating under this Agreement. ORS 401.480 allows the state, counties, and cities, in collaboration with private agencies, to enter into cooperative assistance agreements for emergency aid and resources. ORS 477.406-410 authorizes the Oregon Department of Forestry to enter into agreements with political subdivisions for the prevention and suppression of fire on forestland or on land other than forestland, or both, to prevent and suppress fire. Additionally, ORS Chapters 401, 453 and 476 authorize the State Fire Marshal and the Administrator of the Oregon Emergency Management to develop comprehensive statewide plans for the protection of life and property during disasters. This Agreement is intended to be consistent with, and supportive of, such state contingency plans.

#### 4.0 OPERATIONS.

This Agreement, in conformance with the Oregon Fire Service Plan as adopted by the State Fire Marshal, includes the following types and kinds of Mutual Aid assistance, and operating terms and conditions:

##### 4.1 OPERATION OF THE FIRE DEFENSE BOARD.

The member agencies of the Washington County Fire Defense Board agree to the conditions that follow in the preparation for large scale emergencies, or simultaneous emergencies, requiring the utilization of multi-jurisdictional forces for containment, suppression or mitigation.

4.1.1 The Washington County Fire Defense Board shall function as an active body under bylaws and rules as are necessary and adopted by it. It shall select a Fire Defense Chief for taking official action under the terms of the Mobilization Plan.

4.1.2 The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, may also be called upon to staff the Washington County Emergency Operations

Center or the Multi Agency Coordination Center to represent fire jurisdiction interests in incident mitigation.

4.1.3 The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, may direct the resources of any member of the Washington County Fire Defense District for incident mitigation anywhere in the Washington County Fire Defense District, or to adjacent fire defense districts that have entered into a mutual aid agreement with the Washington County Fire Defense District.

4.1.4 The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, has the authority to prioritize Emergency events and allocate Mutual Aid or Emergency Assistance in the event of a regional incident or simultaneous multiple incidents within the Washington County Fire Defense District. Nothing in this Agreement shall abridge the right of a party to limit the movement of its resources beyond its boundaries as provided in Section 4.3.

4.1.5 Each of the undersigned parties hereby authorize the Washington County Fire Defense District to enter into mutual aid agreements with adjacent Fire Defense Districts, provided the agreements are in substantial conformance with the attached Exhibit A. Upon exercise of a mutual aid agreement between Fire Defense Districts, and notification to the Fire Chiefs of the undersigned parties, the undersigned parties agree to comply with the direction of the Washington County Fire Defense District Fire Chief, and the protocols adopted by the Washington County Fire Defense District Board, and to provide Mutual Aid or Emergency Assistance consistent with the provisions of this Agreement.

#### 4.2 TYPE OF EQUIPMENT AND PERSONNEL.

The parties agree to provide to all other parties to this Agreement, and to adjacent Fire Defense Districts that have entered into a mutual aid agreement with this Fire Defense District, personnel and equipment, which is normally staffed and assigned to emergencies subject to the following conditions:

4.2.1 Subject to the limitations of Section 4.3, the minimum requirements of personnel and equipment available for assistance pursuant to this Agreement shall generally comply with the Oregon Fire Service Plan. Other personnel and equipment minimums may be fixed by action of the Fire Defense Board.

4.2.2 The parties recognize and agree that such personnel and equipment shall be periodically unavailable under this Agreement due to normal operating requirements. However, when any significant change occurs to the available equipment and/or personnel which shall last more than 30 days, the party experiencing such change shall notify all other parties to this Agreement.

4.2.3 Where Oregon Department of Forestry ("ODF") equipment and personnel are requested under the terms of this Agreement, the parties understand and agree that such equipment shall be deployed for natural cover fire protection only. The parties to this Agreement also agree and understand that seasonal deployment of ODF resources varies throughout the year consistent with the seasonal fire danger. Notification of these seasonal changes of equipment and personnel may be through verbal notification at monthly Fire Defense Board meetings. It is also understood by the parties that the potential for fires requiring suppression efforts

beyond initial attack resources is greatest in the areas protected by the ODF.

#### 4.3 GOOD FAITH.

Each of the parties agrees to furnish to a Requesting Party such Mutual Aid assistance as the Requesting Party may deem reasonable and necessary to successfully abate an Emergency in the Requesting Party's jurisdiction. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request, or withdraw from a request, if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction, and provided further that a state or local agency may refuse a request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency. A Requesting Party agrees to release a Providing Party as soon as assistance is no longer required.

#### 4.4 DISPATCHING.

A Providing Party will not deploy without a request for mutual aid assistance by a Requesting Party. Resources requested for aid under this Agreement shall typically be assigned automatically under the following principles and procedures:

4.4.1 It is recognized and agreed by the parties that closest unit response is in the best interest of all communities within Washington County and that from time to time minor response imbalances between participating agencies may occur and shall be considered diminutive and inconsequential as compared to the benefits conferred upon the communities by the terms of this Agreement. The parties agree that equipment and personnel, when sent, shall be dispatched promptly and that first response by the

Requesting Party shall not be a prerequisite to a request for Emergency Assistance under this Agreement.

4.4.2 The parties agree that it is in the public interest for them to cooperate in developing a closest unit dispatching system in an effort to provide a quick and adequate response of personnel and equipment. The parties also agree to establish move-up procedures of personnel and equipment to maintain adequate levels of protection throughout all jurisdictions as the situation warrants.

4.4.3 The dispatching process for Mutual Aid assistance is based upon pre-programming of the Washington County Consolidated Communication Agency's ("WCCCA") computer aided dispatch system ("CAD") for incidents based upon "Call Type," "Response Levels," "Response Districts," and "Station Orders." For the purposes of this Agreement, the kinds and types of resources dispatched under this Agreement shall be determined by the above dispatching process. The parties agree to mutually cooperate in developing and implementing the dispatching process.

4.4.4 ODF resources shall be dispatched through ODF's dispatch center and by request of WCCCA dispatchers or at the request of the parties.

#### 4.5 SUPERVISION/AGENCY AUTHORITY.

When Emergency Assistance is furnished under this Agreement, the Requesting Party shall retain incident command responsibility for the incident and shall establish overall supervision of the Emergency through the nationally recognised incident command system. However, when officers from the Requesting Party have not arrived at the scene of the incident, the commanding officer of the Providing Party arriving first shall assume incident command until relieved. "Supervision," as used in this

section, refers to conduct of the mission. Personnel participating in the mission remain an employee, volunteer or independent contractor of the party that deployed them, and are subject to the policies and procedures of that party.

Unless expressly authorized by the Requesting Party, a Providing Party, its officers, employees and agents, are not authorized to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of, or as an agent for, the Requesting Party. Requesting Parties will approve arrangements necessary to fulfill their Emergency Assistance duties and responsibilities within the authority provided under ORS 401.515(4) and as conferred or assigned by the Requesting Party.

#### 4.6 EMERGENCY CONFLAGRATION ACT OR HAZARDOUS MATERIALS RESPONSE.

Aid and assistance given under order of the Administrator of the State Emergency Management Division in the event of the emergency proclamation by the Governor, or under the "Emergency Conflagration Act"; or in response to hazardous material incident pursuant to the terms of a contract with the Office of the Oregon State Fire Marshal and in conformance with administrative rules regarding hazardous materials response promulgated by the Office of the Oregon State Fire Marshal and the State of Oregon, is not governed by this Agreement.

#### 5.0 REPEAL OF OTHER AGREEMENTS.

This Agreement does NOT supersede or repeal any automatic aid agreements or pre-programmed first response agreements, hazardous materials response agreements with the State of Oregon, mutual aid hazardous materials agreements with other State Response Teams, equipment sharing agreements, such as Nuclear, Biological and Chemical agreements with the City of Portland, or



emergency planning agreements, such as the Office of Consolidated Emergency Management Cooperative Assistance Agreement, the Oregon Urban Search and Rescue Task Force Mutual Aid Agreement, or agreements with ODF for provision of services beyond the first 12 hours of an incident.

#### 6.0 GENERAL WAIVERS.

Each party to this Agreement waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to personnel or equipment as a consequence of the performance, failure to perform, or delay in performance, arising out of this Agreement; excepting, however payment of Assistance Costs required by this Agreement.

#### 7.0 HOLD HARMLESS.

Any Requesting Party shall, to the extent permitted by any applicable constitutional or Tort Claims Act limitation, save and hold harmless any ProvidingParty against any and all claims or actions brought against the Providing Party, arising out of the ProvidingParty's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the Providing Party.

#### 8.0 WORKERS' COMPENSATION.

Each party to this Agreement agrees to provide workers' compensation insurance coverage to each of its employees and volunteers, and that while responding under this Agreement each recognizes that while overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon workers' compensation law.

#### 9.0 REFUSALS TO PERFORM.

This is a mutual aid agreement and it is assumed that all available assistance will generally be provided. Any responding party may refuse to perform any specific task when, in the sole determination of the Providing Party's commanding officer, response would create an unreasonable risk of danger to the Providing Party's employees, volunteers, independent contractors, equipment or any third party.

#### 10.0 COMPENSATION/PUBLIC ASSISTANCE/FIRE MANAGEMENT ASSISTANCE.

The parties agree that the Emergency Assistance available or provided during the Operational Period are roughly equivalent, and agree that the availability and provision of such constitute adequate consideration under this Agreement without reimbursement of Assistance Costs. Assistance Costs beyond the Operational Period, however, are subject to reimbursement by the Requesting Agency unless otherwise agreed. The Requesting Party will take all reasonable actions to apply to FEMA for reimbursement of the Providing Party's eligible costs. To the extent legally required, the Providing Party will submit its claim for reimbursement to the Requesting Party. Both the Requesting party and Providing Party will keep detailed records of the Emergency Assistance requested and received, and provide those records as part of the supporting documentation for a reimbursement request. The parties will cooperate to the fullest extent possible to facilitate reimbursement of eligible Assistance Costs.

#### 11.0 TERMINATION.

Any party hereto may terminate its participation in this Agreement at any time by giving 30 days' notice of the intention to do so to any and all other parties. Such notice shall be sent to the governing body of the other parties and a copy thereof to the chief of the department of the parties notified. This Agreement will remain in effect so long as there are at least two parties remaining.

That the continued failure by any party to meet the requirements established by this Agreement shall be considered just cause for the removal of that party as a participant in this Agreement. Such action shall be effected by the action of a majority of the members of the Fire Defense Board. The non-conforming member shall be granted the right to appear before the Fire Defense Board for the purpose of presenting its case before such action may be taken by the Board. Ten days' written notice of any such hearing, mailed to the non-conforming party, shall be deemed adequate. Any such removal shall be made by means of attachment to this Agreement.

#### 12.0 COST RECOVERY.

The parties agree that any cost recovery actions against third parties shall be brought and coordinated by the jurisdiction in which the incident giving rise to the response occurred, in their sole and exclusive discretion. Any sums received shall be applied first to the costs of recovery, and then pro rata, in accordance with the reasonable and recoverable costs incurred by each party. Any cost recovery action shall be communicated to and coordinated with all responding parties.

#### 13.0 RETIREMENT SYSTEM STATUS.

The parties recognize and agree that under this Agreement public employee retirement benefits and social security benefits accrue in the manner prescribed by the employee's regular employment and are the responsibility of the regular employer as if the employee were performing the employee's regular duties. No additional benefits arise due to participation in assistance under this Agreement.

#### 14.0 ASSIGNMENTS/SUBCONTRACTS.

Except as expressly provided herein, the parties recognize and agree not to assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the other parties.

15.0 SUCCESSORS IN INTEREST.

The provisions of this Agreement shall be binding upon and inure to the benefit of all other parties to this Agreement and their respective successors and assigns.

16.0 COMPLIANCE WITH GOVERNMENT REGULATIONS.

Each party to this Agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

17.0 FORCE MAJEURE.

No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war which is beyond the reasonable control of the parties.

18.0 SEVERABILITY.

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19.0 AMENDMENTS.

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties.

20.0 DISPUTE RESOLUTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution, except binding arbitration.

21.0 TERM OF AGREEMENT.

This Agreement shall be effective and continue in full force and effect until execution of a successor agreement or termination as set forth above.

22.0 EXECUTION OF AGREEMENT.

This Agreement shall be adopted by the governing body and signed by the Fire Chief or other authorised party of each participating agency. There will be two original documents executed of the Agreement, one each to be continually located and held in perpetual escrow by the office of the District Fire Defense Chief, and the office of the District Fire Defense Board Secretary. All signatures shall be executed in counterparts, using the form appearing on the next page hereto or another substantially in that form.

*(Signature page to follow)*

It being the intention to avoid numerous signing of original documents, photocopies of original documents will be prepared and delivered to each organization concerned herewith upon execution of said original documents.

IN WITNESS WHEREOF, each of the undersigned has caused the Agreement to be approved by their respective governing authority and its duly authorized officers.

AGENCY	AUTHORIZED SIGNATURE	DATE
Cornelius Fire Department	Chris Asanovic	12/17/09
Cornelius Rural Fire Protection District	Chris Asanovic	12/17/09
Forest Grove Fire Department	Michael H. Smith	1-21-10
Forest Grove Rural Fire Protection District	Michael H. Smith	1-21-10
Gaston RFPD	Roger M. Mendenhall	12/17/09
Hillsboro Fire Department	R. Mendenhall	12/17/09
Oregon Dept. of Forestry	Andy White	12/17/09
Banks Fire District	B. Mendenhall	12/17/09
Tualatin Valley Fire & Rescue	Michael R. Dyk	3/1/10
Washington County FD #2	England	12/17/09



**EXHIBIT A**

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN  
CLACKAMAS COUNTY FIRE DEFENSE DISTRICT  
AND  
WASHINGTON COUNTY FIRE DEFENSE DISTRICT**

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

WHEREAS, it is necessary and proper that this Mutual Aid Agreement be entered into by and between the Fire Defense Districts for the mutual protection of life and property, and

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Washington County Fire Defense District 2009 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 – 22 of the Washington County Mutual Aid Agreement.
5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Additional fire service agencies may be added as parties by their respective Fire Defense Districts without approval by the other Fire Defense District.

7. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
8. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

The effective date of this Agreement shall be \_\_\_\_\_, and it shall remain in effect until modified or repealed.

For Clackamas County Fire Defense District, the fire service agencies are:  
Aurora Fire District, Boring Fire District, Canby Fire District, Clackamas County Fire District #1, Colton Fire District, Estacada Fire District, Gladstone Fire Department, Hoodland Fire District, Lake Oswego Fire Department, Molalla Fire District, Monitor Fire District, Oregon Department of Forestry, Sandy Fire District, Silverton Fire District, Tualatin Valley Fire & Rescue.

For Washington County Fire Defense District, the fire service agencies are:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston RFPD, Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, Oregon Department of Forestry and Washington County Fire District #2.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

One (1) at the office of the Oregon State Fire Marshal

One (1) at the office of the Clackamas County Fire Defense Board Chief

One (1) at the office of the Washington County Fire Defense Board Chief

Each party and local fire protection agency to this Agreement shall receive a copy of the final signed Agreement.

IN WITNESS WHEREOF each of the undersigned has caused this Agreement to be signed by its duly authorized officers.

#### DISTRICT SIGNATURES

##### CLACKAMAS COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: Liam Lundgren Dated: 6-4-10

##### WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: Dan Mowen Dated: 6/9/10

MUTUAL AID AGREEMENT BETWEEN MULTNOMAH COUNTY FIRE  
DEFENSE DISTRICT  
AND  
WASHINGTON COUNTY FIRE DEFENSE DISTRICT

WHEREAS, the parties hereto recognize the likelihood that fires or other like disasters occurring in their respective territories could reach such proportions that it would be impossible to control them with the equipment and personnel of any single agency or Fire Defense District ("Districts"), and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and

WHEREAS, it is necessary and proper that this Mutual Aid Agreement be entered into by the undersigned for the mutual protection of life and property, and

WHEREAS, the local fire services of each District, listed below, have approved and agree to be bound by the terms of this Agreement,

IN CONSIDERATION of the covenants herein contained, each of the undersigned agrees:

1. To respond to mutual aid requests between Districts as hereafter set forth, and pursuant to mutual aid and move-up procedures developed by the Districts and administered by the Districts' respective Fire Defense Board Chiefs in conformance with the State of Oregon Mobilization Plan.
2. To furnish emergency equipment and personnel upon request, when available, to any of the undersigned when such assistance is necessary and appropriate.

3. That each party shall have the right to determine priority for providing fire suppression and/or other emergency services to any other party under this Agreement. This determination shall be the responsibility of the commanding officer of the agency sending the assistance.
4. That the officer in charge of the responding organization may, in the exercise of best judgment and discretion, decline to commit apparatus or personnel to a position which would dangerously imperil such resources.
5. That an organization responding under this plan will be for immediate, short duration assistance and that the requesting organization shall release responding units as soon as assistance is no longer required or when the responding units are needed within their own jurisdiction.
6. That none of the parties hereto shall be held liable to any other party for damage to property, loss of equipment, injury to personnel, or for the payment of any compensation arising in the course of, or as a result of, any assistance or lack of assistance rendered under the terms of this Agreement. This provision does not waive the legal rights of any individual.
7. The aid and assistance rendered by the signatories hereto under the Oregon Emergency Conflagration Act, state and national forest fire defense plans, civil defense plans, State of Oregon Regional Hazardous Materials Emergency Response Teams and other agreements which are not mutual aid or mutual assistance agreements shall not be governed by the terms of this Agreement.
8. That mutual aid and move-up procedures shall be annually reviewed and updated. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.

9. That additional local fire service agencies may be added as parties to the Agreement as required. Such agencies shall first be recommended by the local fire defense board and be approved by each of the existing parties. Any additions shall be made by means of attachment to this Agreement.
10. That the continued failure by any party to meet the requirements established herein shall be considered just cause for the removal as a participant in this Agreement.
11. That any party may withdraw from this Agreement by giving thirty (30) days' written notice of its intent to withdraw to each of the other parties.
12. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

The effective date of this Agreement shall be Oct 27, 2005 and it shall remain in effect until modified or repealed.

Local fire protection agencies not identified below may be added in accordance with Section 10 of this Agreement. For Multnomah County Fire Defense District, the local fire service agencies are: Portland Bureau of Fire, Rescue & Emergency Services, Gresham Fire & Rescue Services, Multnomah County RFPD #14, Port of Portland, PDX Fire Department and Sauvie Island RFPD #30. For Washington County Fire Defense District, the local fire service agencies are: Washington County Fire District #2, City of Hillsboro Fire Department, Cornelius City/Rural Fire Department, Forest Grove Fire & Rescue, Banks Fire District, Gaston Rural Fire District, Oregon Department of Forestry and Tualatin Valley Fire & Rescue.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

One (1) at the office of the Oregon State Fire Marshal

One (1) at the office of the Multnomah County Fire Defense Board Chief

One (1) at the office of the Washington County Fire Defense Board Chief

Each party of the local fire protection agency to this Agreement shall receive a copy of the final signed agreement.

IN WITNESS WHEREOF each of the undersigned has caused this Agreement to be signed by its duly authorized officers.

#### DISTRICT SIGNATURES

##### MULTNOMAH COUNTY FIRE DEFENSE

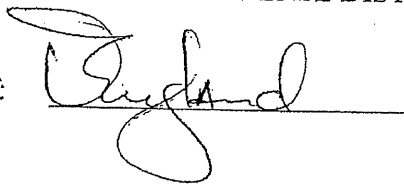
Fire Defense Board Chief:



Date: OCT 27, 2005

##### Washington COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief:



Date: OCT 27, 2005





**February 26, 2018**

Senior Regional Planner Karen Vitkay, PLA  
Metro Parks and Nature  
600 NE Grand Avenue  
Portland, OR 97232-2736

**Re: Annexation Request**

Dear Karen,

In November 2017, you contacted Public Affairs Chief Cassandra Ulven regarding the Burlington Creek Forest to determine whether any of the area is within our jurisdiction. (See Metro Vicinity map on page two.) Metro was specifically interested in plan review for the development of a composting toilet facility for a future public-access trail system.

My staff confirmed that the area is not in our fire protection district and referred you to the Oregon Department of Forestry, who has since verified their service to the area. We do not have the authority to conduct plan review for any structures outside our jurisdiction.

At this time, we are not interested in annexing the territory based on the distance from our existing infrastructure and the lack of assessed value to underwrite the cost and liability of service provision.

In the event that a fire occurs in the Burlington Creek Forest, we do have a mutual-aid agreement with the Oregon Department of Forestry to provide limited support for fire suppression operations. We have enclosed this agreement for your records. Response to ODF territory is referenced on page four.

**Respectfully,**

Michael R. Duyck  
Fire Chief, Tualatin Valley Fire & Rescue

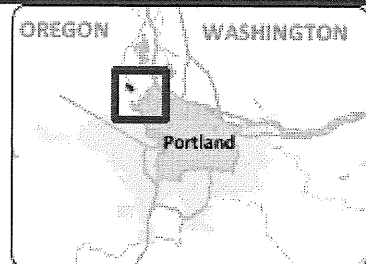
Enclosure

**Exhibit A.7.4**

*EXHIBIT C*

The map illustrates the proposed Northwest Forest Plan in the Willamette Valley. Key features include:

- Forest Areas:** Burlington Creek Forest, McCarthy Creek, North Abbey Creek, Ennis Forest, and Forest Park.
- Rivers:** Willamette River, Columbia River.
- Roads:** NW Skyline Blvd, NW 185th Ave, NW Bridge Ave, NW Germantown Rd, NW 100th Ave, NW 120th Ave, NW 140th Ave, NW 160th Ave, NW 180th Ave, NW 200th Ave, NW 220th Ave, NW 240th Ave, NW 260th Ave, NW 280th Ave, NW 300th Ave, NW 320th Ave, NW 340th Ave, NW 360th Ave, NW 380th Ave, NW 400th Ave, NW 420th Ave, NW 440th Ave, NW 460th Ave, NW 480th Ave, NW 500th Ave, NW 520th Ave, NW 540th Ave, NW 560th Ave, NW 580th Ave, NW 600th Ave, NW 620th Ave, NW 640th Ave, NW 660th Ave, NW 680th Ave, NW 700th Ave, NW 720th Ave, NW 740th Ave, NW 760th Ave, NW 780th Ave, NW 800th Ave, NW 820th Ave, NW 840th Ave, NW 860th Ave, NW 880th Ave, NW 900th Ave, NW 920th Ave, NW 940th Ave, NW 960th Ave, NW 980th Ave, NW 1000th Ave.
- Counties:** Multnomah Co., Washington Co., Clark Co.



map date: 4/18/2017



Land Use Planning Division  
1600 SE 190<sup>th</sup> Ave, Ste 116  
Portland OR 97233  
Ph: 503-988-3043 Fax: 503-988-3389  
multco.us/landuse

## FIRE SERVICE AGENCY REVIEW

**TO THE APPLICANT:** Take this form to the Structural Fire Service Provider\* that serves your property along with the following:

- ☒ A site plan drawn to scale showing the subject property, its improvements, location of fire hydrants and driveway information; See Exhibit B
- N/A ☐ A floor plan of the proposed development; and
- N/A ☐ A fire flow report from your water purveyor (if applicable) [Not applicable for Properties served by MCRFD#14 customers]
- N/A ☐ After the fire official signs this form, include it with your application material. See Fire Code Application Guide for fire-related access standards and fire flow information.

\*If your property is not served by a structural fire service provider, your project is to be reviewed by the appropriate building official serving your property.

Address of Site Burlington Creek Forest, North Tualatin Mountains -- no site address

Map & Tax Lot: See attached 'R' number

Description of Proposed Use: Nature park with parking lot, vault toilet, trailhead and multi-use trail system

Total Square Footage of Building (including roof projections, eaves & attached structures):

Applicant Name: Metro -- Gary Shepherd Phone: 503-797-1600

Mailing Address: 600 NE Grand Avenue

City: Portland State: OR Zip Code: 97232 Email: gary.shepherd@oregonmetro.gov

### STRUCTURAL FIRE SERVICE AGENCY REVIEW

Fire Agency completing this form: PORTLAND Date of Review SEPT 7, 2017

- ☐ The subject property is located within our service boundaries or is under contract.
- ☒ The subject property is outside of our service boundaries and will not be providing fire protection services via contract. (Additional review is not needed.)

#### \*\* Access Review by Structural Fire Service Agency Providing Service \*\*

- ☐ The proposed development is in compliance with the fire apparatus access standards of the Oregon Fire Code standards as implemented by our agency.
- ☐ The following access improvements must be completed prior to issuance of the building permit and be re-inspected by our agency before flammable materials are placed on the property.

- ☐ The proposed development is **not** in compliance with the adopted Fire Service Agency's access standards. The proposed building/structure is required to have a fire sprinkler system installed in compliance with Section 903.1.3 (NFPA 13D) of the Oregon Fire Code.

**Fire Official:** Please sign or stamp the presented site plan & floor plan and attach it to this form.

Joseph E. Thompson INSPECTOR

Signature & Title of Fire Official

See Other Side

EXHIBIT D

Exhibit A.7.5



## Gary Shepherd

---

**From:** Thornton, Joe <Joe.Thornton@portlandoregon.gov>  
**Sent:** Tuesday, September 12, 2017 1:57 PM  
**To:** Gary Shepherd  
**Subject:** FW: Burlington Trail project  
**Attachments:** Burlington trail project.pdf

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**From:** Thornton, Joe  
**Sent:** Tuesday, September 12, 2017 1:55 PM  
**To:** 'gary.sheperd@oregonmetro.gov' <gary.sheperd@oregonmetro.gov>  
**Cc:** 'Rachel O'Flaherty' <Rachel.OFlaherty@oregonmetro.gov>; Jackson, AJ <AJ.Jackson@portlandoregon.gov>  
**Subject:** Burlington Trail project

Hello Gary,

See attached Fire Service Agency Review Form. As indicated, the subject property is outside of our service boundaries, and I have filled out the form accordingly. That being said, and I do not know under what authority, the Portland Fire Bureau commonly responds to both fire and medical events in the area and beyond. I believe there may be a mutual aid contract with Multnomah County (similar to what we would have with all the surrounding fire districts in this area, Tualatin Valley, Scappoose and Sauvie Island), but I am unsure. Please note that page 2 of the attached document regarding fire flow is not applicable as there is no "structure, building or addition" that would require a building permit (i.e. there would be nothing to trigger Fire plan review).

I would also like to mention that I acknowledge meeting with representatives associated with this project several months ago, and recall a conversation regarding fire department access. I do remember mentioning that I did not believe I had the authority to require anything as the site is outside of our jurisdiction, but that in general terms the proposed project would be acceptable. The submitted drawings submitted with this form for my review are still consistent with the previously discussed proposal.

Please let me know if I can be of further assistance. If it would be helpful, I would be happy to speak with a representative from Multnomah County Land Use Planning Division in regards to this proposal at their convenience.

Joe Thornton  
Fire Plans Examiner  
Portland Fire & Rescue  
Phone: 503-823-4280 Fax: 503-823-7291  
[joe.thornton@portlandoregon.gov](mailto:joe.thornton@portlandoregon.gov)

*The contents of this email shall not be construed as altering or waiving any code, law, or regulation which may require fire protection features not covered or alluded to.*