



## *City of Burns*

242 S. Broadway

Burns, OR 97720

(541) 573-5255 • FAX (541) 573-5622

Re: Burns Rural Fire Suppression Program

The Burns City Council adopted a rural fire suppression program. The primary purposes of this program are to (a) enable the City to efficiently and effectively provide fire suppression services to properties located outside the City's incorporated limits and (b) reduce the cost of fire suppression services to the owners of these properties and (c) to improve the infrastructure and capabilities of rural fire suppression in Harney County. If you are receiving this letter, your property may be located within the program area and we invite you to join this significant community program.

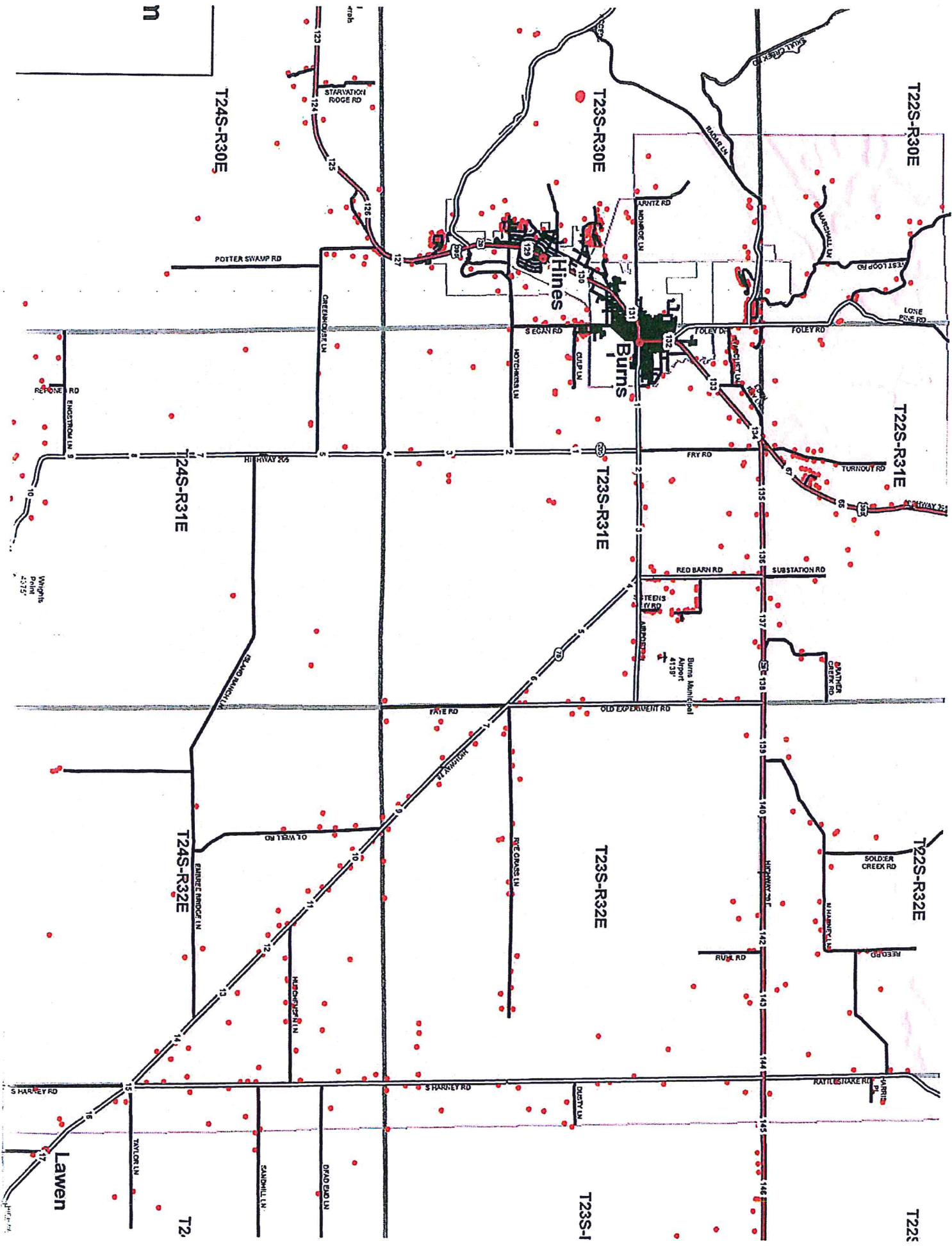
If you decide to subscribe to the program, please complete and sign the enclosed Subscription agreement. It is important to note that each property site for which a contract is to be considered will first require an on-site review and inspection for all season access in the event fire suppression services are required. Please mail or deliver the signed agreement along with a check for \$100 payable to the City of Burns to the following address:

Burns Rural Fire Suppression Program  
242 South Broadway Avenue  
Burns, Oregon 97720

Please note that the agreement only applies to a single tax lot. Owners of multiple tax lots within the program area must submit a separate signed agreement and check for each eligible tax lot. Upon completion of an on-site inspection of each tax lot for all season access and within 14 days after the City's receipt of the signed agreement and check, the City will return to you a copy of fully executed agreement and payment receipt. You may contact the City with any question or concerns you may have regarding the fire suppression program or the program documents.

Sincerely,

Dauna Wensenk  
City Manager, City of Burns



T22S-R30E

T23S-R30E

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T22S-R31E

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**BURNS RURAL FIRE SUPPRESSION PROGRAM  
SUBSCRIPTION AGREEMENT**

This Burns Rural Fire Suppression Program Subscription Agreement (this "Agreement") is made and entered into effective on July 1, 2016 (the "Effective Date") by and between the City of Burns, an Oregon municipal corporation ("City"), and \_\_\_\_\_ ("Member").

RECITALS:

A. City adopted the Burns Rural Fire Suppression Program (the "Program") to provide fire suppression services to certain rural properties located outside the City's incorporated boundaries but within Harney County, Oregon.

B. Member owns property within the Program area and desires to subscribe to the Program subject to the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Fire Suppression Services; Response Time. During the term of this Agreement, City, by and through the Burns Fire Department, will use reasonable efforts to provide fire suppression services to the following property (including all improvements located thereon) owned by Member:

Harney County Tax Lot No.: \_\_\_\_\_ located at \_\_\_\_\_ (street address) (the "Property").

City's primary responsibility is to provide fire suppression services within its incorporated boundaries. However, City will respond to each emergency call in the most responsible and expeditious manner reasonably possible. City response times are subject to variations due to, among other things, staff level, existing weather conditions, travel distances, traffic conditions, property and road identifications, equipment, and accessibility to the fire site.

2. Subscription Fee; Hourly Rate. For and in consideration of City's performance of its obligations under this Agreement, Member will pay City the following amounts: (a) a Program subscription fee of One Hundred Dollars (\$100.00), which subscription fee will be paid by Member simultaneously with Member's execution of this Agreement; and (b) One Hundred Dollars (\$100.00) per hour for fire suppression services provided to the Property during the term of this Agreement. As authorized under ORS 476.290 and Burns Municipal Code Section 2.40.010, City will mail an invoice to Member specifying the number of hours spent providing fire suppression services to the Property within thirty (30) days after the date of the fire or related emergency necessitating such fire suppression services. Member will have thirty (30) days from the date of the invoice to pay the invoiced amount to City in full.

3. Member Obligations. In addition to any other Member obligation provided in this Agreement, simultaneously with Member's execution of this Agreement, or as soon as reasonably possible thereafter, Member will pay or perform the following:

(a) Notify each Member Party (as defined below) that the Property is covered by the Program. If Member leases the Property, Member will provide the tenant(s) with a copy of this Agreement and will require the tenant to execute and deliver the signed Agreement to City.

(b) Construct, maintain, and plow roads, crossings, and other means of access to and, where applicable, across the Property such that fully loaded fire engines, water tender trucks, and other City vehicles and equipment, as necessary or appropriate, can access fire sites on any portion of the Property. Member will maintain and plow, when necessary or appropriate, such means of access to the aforementioned standard at all times during the term of this Agreement.

(c) Post the Property's address in a highly visible location on the primary road so that firefighters can readily locate the Property at any time of day. Member will maintain the signage in a visible location at all times during the term of this Agreement.

4. Release and Waiver of Liability. To the fullest extent permitted under applicable law, Member hereby waives, releases, and forever discharges City and each City Party (as defined below) for, from, and against any and all liabilities, demands, proceedings, injuries, losses, claims, suits, actions, charges, damages, judgments, levies, fines, charges, fees, expenses, and/or executions, including, without limitation, attorney fees, whether known or unknown, liquidated, fixed, contingent, direct, or indirect (collectively, "Damages"), which Member and/or any invitee, licensee, tenant, family member, employee, agent, and/or any other person (individually a "Member Party" and collectively "Member Parties") has, could have, or could raise against City and/or any City Party arising from or related to, whether directly or indirectly, any fire suppression services provided to the Property, except to the extent Damages are caused by City's reckless provision of fire suppression services to the Property. Except to the extent caused by City's reckless provision of fire suppression services to the Property, this is a final and full waiver and release of any and all Damages of every kind, nature, or description whatsoever Member ~~and/or any Member Party~~ has or may have against City and/or any City Party pertaining to any fire suppression services provided to the Property, including, without limitation, all claims for relief or remedy of any type under any federal, state, and/or local laws and/or any common law claims based on alleged breach of contract, indemnification, breach of fiduciary duty, breach of statutory duty, and negligence.

5. Indemnification by Member. Member will defend, indemnify, and hold City and each present and future employee, officer, agent, contractor, and representative of City (individually a "City Party" and collectively "City Parties") harmless for, from, and against any and all Damages resulting from or arising out of, whether directly or indirectly, damages, destruction, and/or injury to person or property caused directly or indirectly by Member's breach and/or failure to perform any Member representation, warranty, covenant, and/or obligation contained in this Agreement. Member's indemnification obligations under this Section 5 will survive the termination of this Agreement.

6. Breach; Remedies. If Member fails to timely pay any invoice amount and/or otherwise breaches or fails to perform any Member representation, warranty, covenant, and/or obligation under this Agreement, City will have all remedies available to it at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

7. Notices. All invoices, notices, or other communications required or permitted by this Agreement (a) must be in writing, (b) must be delivered to the parties at the addresses set forth below, or any other address that a party may designate by notice to the other parties, and (c) are considered delivered (1) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service, or (2) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

To the City:  
Burns Rural Fire Suppression Program  
Attn: City Manager  
242 South Broadway Avenue  
Burns, Oregon 97720

To Member:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Term of Agreement. The term of this Agreement will commence on the Effective Date and will remain in full force and effect until June 30, 2016, unless sooner terminated as provided in this Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Member. City may terminate this Agreement for any reason or no reason by giving ten (10) days' prior written notice of termination to Member. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Member if Member breaches and/or otherwise fails to perform any Member representation, warranty, covenant, and/or obligation contained in this Agreement. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Member.

9. General Provisions. Member may not assign or delegate any of Member's rights or obligations under this Agreement to any person without the prior written consent of City. This Agreement will be binding on Member and Member's heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The parties do not intend to confer any right or remedy on any third-party. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Harney County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Harney County, Oregon. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into and made effective for all purposes as of the Effective Date.

**CITY:**

City of Burns  
an Oregon municipal corporation

**MEMBER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_