

W. T. A.

Memorandum Date: October 2, 2006  
Order Date: October 25, 2006

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**TO:** Board of County Commissioners

**DEPARTMENT:** Public Works

**PRESENTED BY:** Ollie Snowden, Public Works Director

**AGENDA ITEM TITLE:** ORDER/IN THE MATTER OF RATIFYING AGREEMENTS WITH THE EASTERN LANE FOREST PROTECTIVE ASSOCIATION FOR FIRE RESPONSE SERVICES FOR THE HOWARD BUFORD RECREATION AREA (HBRA), ARMITAGE PARK AND HENDRICKS BRIDGE PARK

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**I. MOTION**

**THAT THE BOARD ORDER BE APPROVED RATIFYING AGREEMENTS WITH THE EASTERN LANE FOREST PROTECTIVE ASSOCIATION FOR FIRE RESPONSE SERVICES FOR THE HOWARD BUFORD RECREATION AREA (HBRA), ARMITAGE PARK AND HENDRICKS BRIDGE PARK**

**II. AGENDA ITEM SUMMARY**

The Board is being asked to ratify agreements with the Eastern Lane Forest Protective Association for fire response services for the Howard Buford Recreation Area (Mt. Pisgah), Armitage Park and Hendricks Bridge Park. The five-year Armitage and Hendricks Bridge Parks agreement was executed by the Public Works Director on 8/22/06. The five-year HBRA agreement was executed by the County Administrator on 9/16/06. Although both agreements were potentially executed within delegated authority parameters, ratification of the agreements by the Board is appropriate in consideration of the impacts associated with a catastrophic fire.

**III. BACKGROUND/IMPLICATIONS OF ACTION**

**A. Board Action and Other History**

The park systems referenced above fall outside any fire protection district. Lane County lacks the formal resources of an established fire-fighting unit and has traditionally partnered with the Eastern Lane Forest Protective Association for fire protection services. The Eastern Lane Unit provides a standard of protection approved by the Oregon State Board of Forestry under ORS Chapter 477.

**B. Policy Issues**

1. Risk fund exposure for firefighting costs. Both agreements currently contain a standard provision that allows the Eastern Lane unit to charge the County for all its expenses related to each particular fire response. Consequently, there is no upper limit on the County's financial exposure.
2. Should a fire management plan for the Howard Buford Recreation Area be created to address burn strategies? The Board may wish to establish fire response criteria for the park as a whole that may include burn strategies for designated areas that focus on containment rather than suppression. Currently, The Friends of Buford Park conduct controlled burns in the Howard Buford Recreation Area. Another consideration for the Board may be how the public is appropriately involved in creating and implementing such a plan.
3. Should authority be delegated to the County Administrator to execute future fire protection agreements? The costs associated with an individual fire fight could easily exceed the County Administrator's authority under certain circumstances. The Board may elect to delegate authority to the County Administrator through a Lane Manual amendment.

**C. Board Goals**

The protection and preservation of the County parks systems meets the Board's goals to:

1. Maintain a healthy environment with regard to air quality, water quality, waste management, land use and parks (Lane County Strategic Plan, Section IV. Lane County's Goals); and
2. Protect the public's assets by maintaining, replacing or upgrading the County's investments in systems and capital infrastructure (Lane County Strategic Plan, Section IV. Lane County's Goals).

**D. Financial and/or Resource Considerations**

The park systems represent a significant resource for Lane County and its citizens and support a variety of plant and wildlife ecosystems. The Howard Buford Recreation Area (HBRA/Mt. Pisgah) is a natural area of regional significance, as recognized in the State of Oregon Department of Fish & Wildlife Oregon Wildlife Plan and the Northwest Power and Conservation Council Willamette Sub basin Plan. It contains some of the largest remnants of globally endangered plant communities such as oak savanna, upland prairie and wetland prairie.

Catastrophic fire could result in unforeseen expenditures for air fire-suppression equipment and fire crews. When a fire occurred at Mt. Pisgah in 1999, costs associated with fighting the fire came to \$53,000. The regular district costs

covered under the agreement at the time were \$20,000. The extra fire fighting costs (\$33,000) were paid by Parks funds.

#### **E. Analysis**

The Eastern Lane Forest Protective Unit works with the Oregon Department of Forestry (ODF) in providing firefighting services to rural areas within the Unit (district) and to land owners who have contracted for service, including the HBRA/Mt. Pisgah and the adjacent Wildish property. The Unit gets part of its funding from the State's General Fund and part from members.

If there is a fire at HBRA, under the current (and recent) contracts, the Unit will use all of its resources to fight the fire at no additional cost to the County. If the Unit needs to call in a helicopter or loads of retardant or additional firefighting crews, they would pass along that cost to the County. If there were no contract in place and a major fire was to spread to the neighboring Wildish property, it is possible the County would have civil liability for the fire spreading to the other member property.

The County, as part of an agreement, could include contingencies to allow for letting a fire burn, but this would require additional planning on the part of the Unit that could include creating certain types of natural features such as breaks and clearings to protect adjacent properties. This would require considerable contingency planning on behalf of both agencies. The current contract would not readily allow for this type of a decision. They would simply fight the fire and make decisions as the need occurred.

Annexation within the Unit's district boundary would possibly eliminate the additional cost for resources beyond the Unit's capacity if the County had a mechanism for paying full district membership fees or taxes. However, the district's boundaries are set by the State of Oregon and are controlled by ODF administrative rules which do not currently address growth or change mechanisms. Boundary changes and annexations cannot occur until the State completes a study which is currently under way. ODF estimates the study will be complete within a year. At that time, and with the Board's concurrence, Public Works will request the ODF to consider including the HBRA, Armitage and Hendricks Parks systems and also possibly Short Mountain within the fire district's boundaries.

#### **F. Alternatives/Options**

1. Ratify agreements. The Board may elect to ratify the agreements with the stipulation that staff seek amendments to reflect any conditions established by the Board.
2. Do not ratify agreements. The Board may elect not to ratify the agreements. Under this case, Eastern Lane would not be obligated to respond to fires and/or emergency calls at the parks.

## **V. TIMING/IMPLEMENTATION**

Although the fire season for this year is substantially over, future fire protection needs for the parks must still be addressed.

## **VI. RECOMMENDATION**

Recommendations to the Board are as follows:

- It is hereby recommended the Eastern Lane Forest Protective Association fire response agreements be ratified by the Board.
- It is hereby recommended the Board provide direction to staff regarding a fire management plan for the parks.
- It is hereby recommended Public Works proceed with a formal request to the ODF to include the parks systems within the fire district's boundaries.
- It is hereby recommend the County Administrator be delegated authority to execute future fire protection service agreements.

## **VII. FOLLOW-UP**

Upon direction by the board, Public Works may take action on certain items listed under the Recommendations section by doing the following:

- Public Works to return to the Board with a proposed outline and criteria for the development of a fire management plan for the parks.
- Public Works to return to the Board with a proposed Lane Manual provision delegating authority to the County Administrator to execute intergovernmental fire protection service agreements.

## **VII. ATTACHMENTS**

A. Eastern Lane Forest Protection Association Agreements for HBRA, Armitage and Hendricks Bridge Parks

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY  
STATE OF OREGON

ORDER NO.

(IN THE MATTER OF RATIFYING AGREEMENTS WITH  
(THE EASTERN LANE FOREST PROTECTIVE  
(ASSOCIATION FOR FIRE RESPONSE SERVICES FOR  
(THE HOWARD BUFORD RECREATION AREA (HBRA),  
(ARMITAGE PARK AND HENDRICKS BRIDGE PARK

**WHEREAS**, the Howard Buford Recreation Area (HBRA), Armitage Park and the Hendricks Bridge Park fall outside any fire protection district. The park systems represent a significant resource for Lane County and its citizens and support a variety of plant and wildlife ecosystems. Lane County has traditionally partnered with the Eastern Lane Forest Protective Association for fire protection services. The Eastern Lane Unit provides a standard of protection approved by the State Board of Forestry under ORS Chapter 477; and

**WHEREAS**, the five-year Armitage and Hendricks Bridge Parks agreement was executed by the Public Works Director on 8/22/06 and the five-year HBRA agreement was executed by the County Administrator on 9/16/06; and

**WHEREAS**, although both agreements were potentially executed within delegated authority parameters, ratification of the agreements by the Board of Commissioners is appropriate in consideration of the impacts associated with a significant fire; and

**WHEREAS**, under the current agreements, the Eastern Lane Unit uses all of its resources when responding to fire conditions at no additional cost to Lane County. The costs passed on to the County are incurred only when the Eastern Lane Unit must call in additional resources such as additional fire-fighting crews, retardant and a helicopter; and

**WHEREAS**, annexation within the Unit's district boundary would possibly eliminate the additional cost for resources beyond the Unit's capacity if the County had a mechanism for paying full district membership fees or taxes. However, Oregon Department of Forestry administrative rules do not currently address growth or change mechanisms although a boundary study is currently under way that may result in boundary changes; and

**WHEREAS**, depending upon direction by the Board of Commissioners, those policy issues associated with fire protection measures for the parks may be appropriate for further evaluation and discussion; **NOW, THEREFORE, IT IS HEREBY**

**ORDERED**, that the agreements with the Eastern Lane Forest Protective Association for fire response services for the Howard Buford Recreation Area, Armitage Park and the Hendricks Bridge Park are hereby approved, and the execution of the agreements by the County Administrator and the Public Works Director is ratified.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Bill Dwyer, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 10-12-06 Lane County

\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL



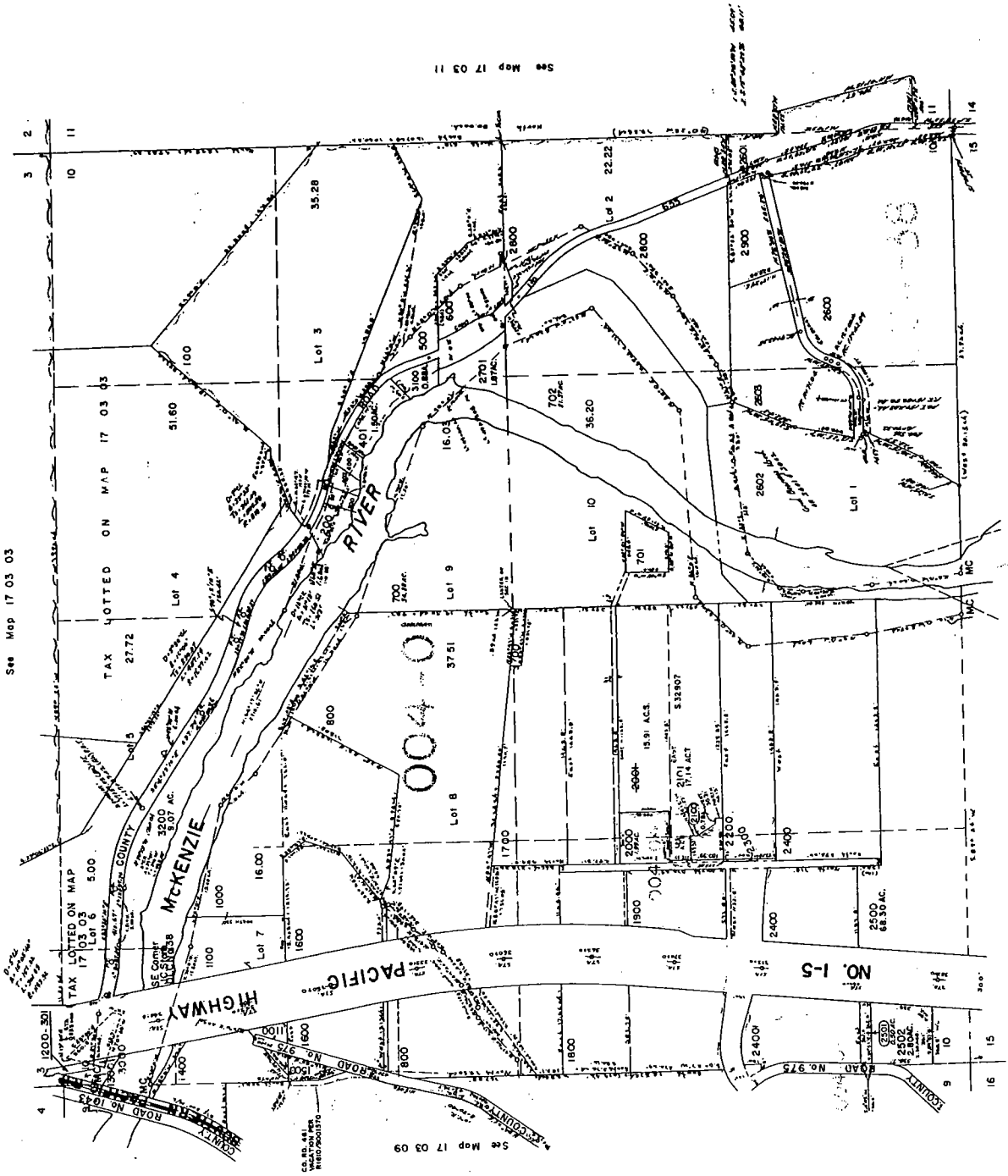
Lane County Public Works

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Section 10 T. 17S. R. 3 W.W.M.  
LANE COUNTY

17 03 10

1"=400'



See Map 17 03 03

TAX LOTTED ON MAP 17 03 03

See Map 17 03 09

See Map 17 03 11

See Map 17 03 15

FOR ASSESSMENT  
AND TAXATION  
ONLY

SECTION 9, T.17S, R.3 W.W.M.  
LANE COUNTY

SCALE 1" = 400'

SEE MAP 17 03 04

DATE	BY	REVISION

17 03 09

NAD 83/91

CANCELLED

LINE TABLE

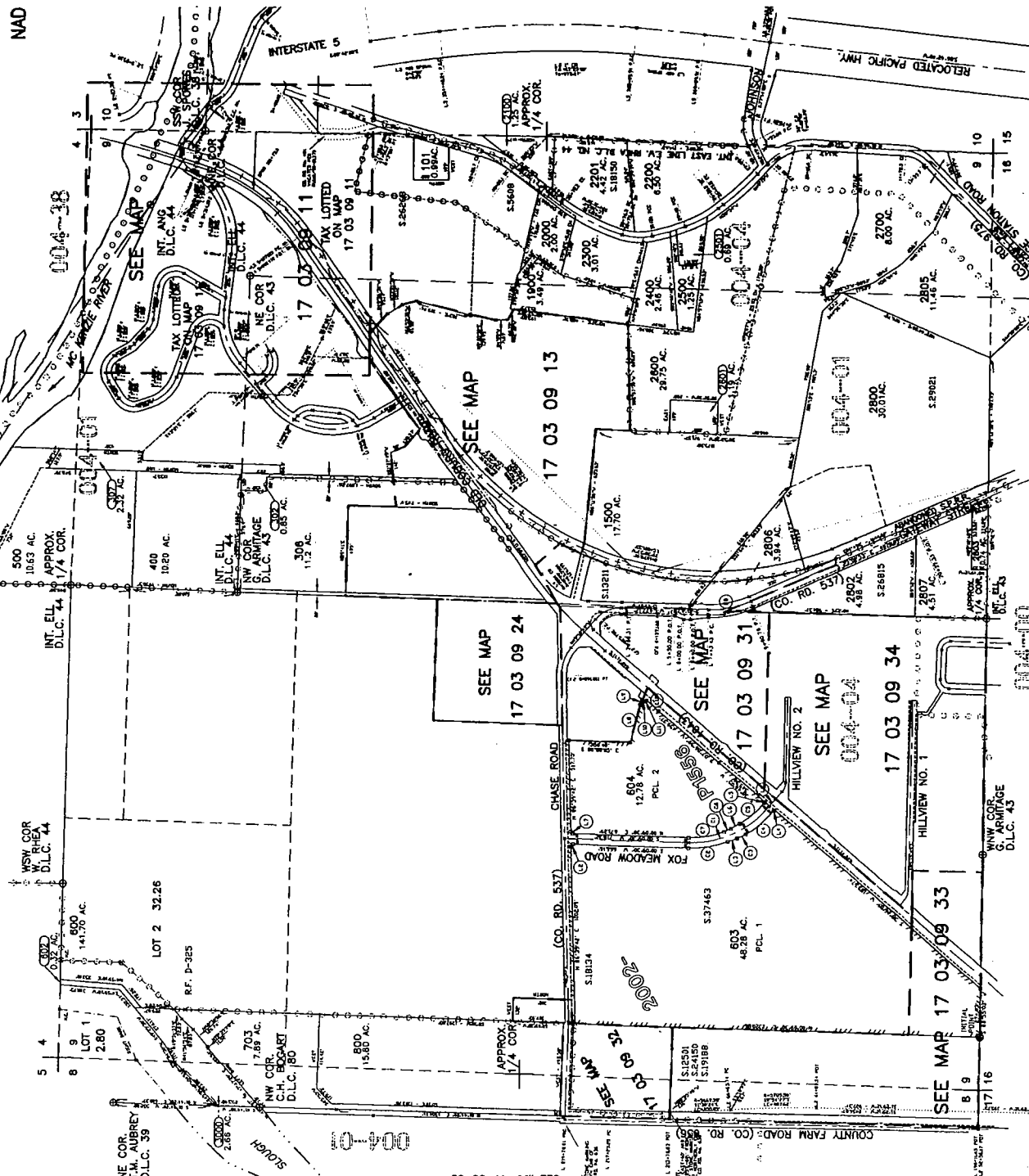
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SEE MAP 17 03 10

CURVE TABLE

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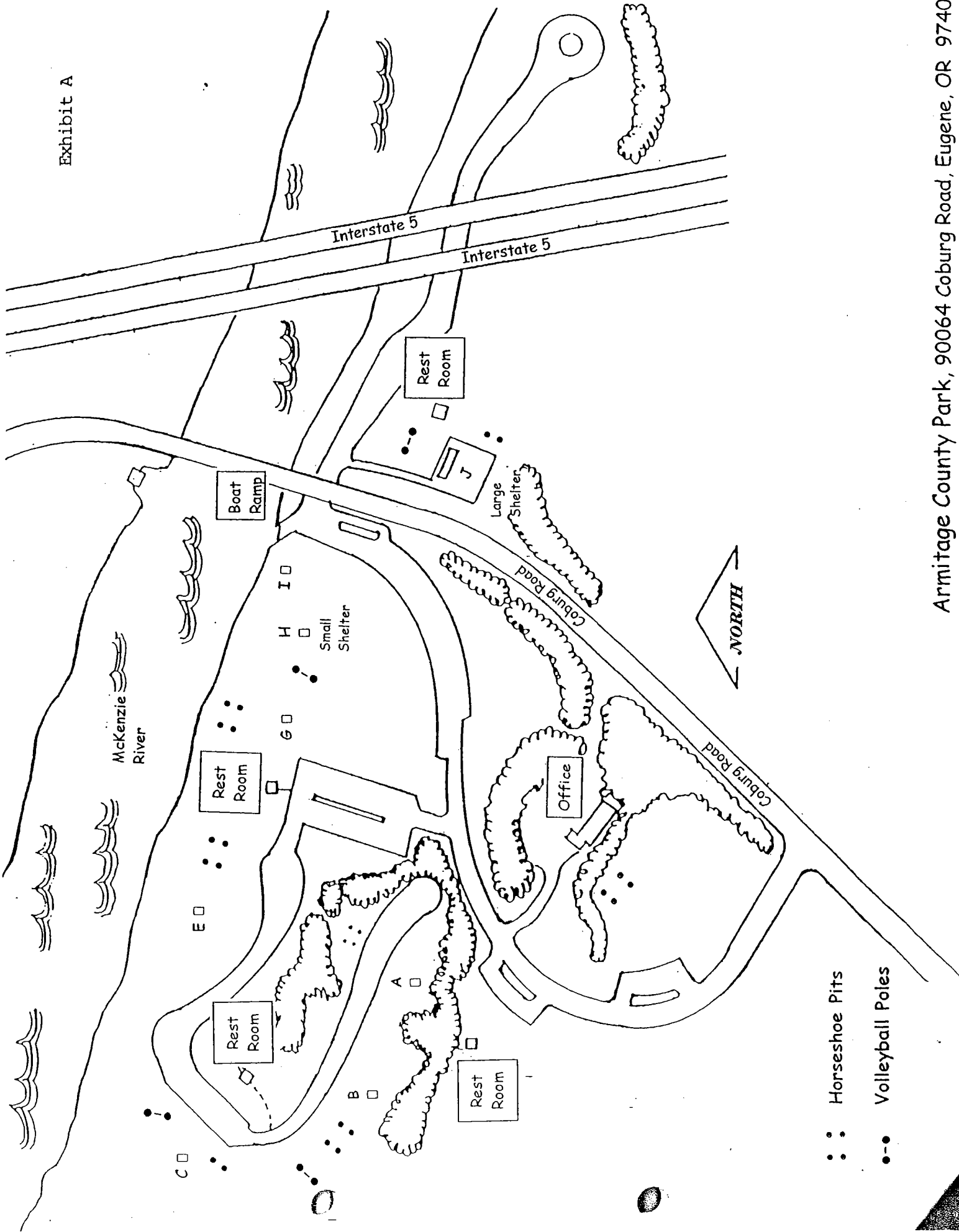
SEE MAP 17 03 08

SEE MAP 17 03 16

17 03 09



Exhibit A





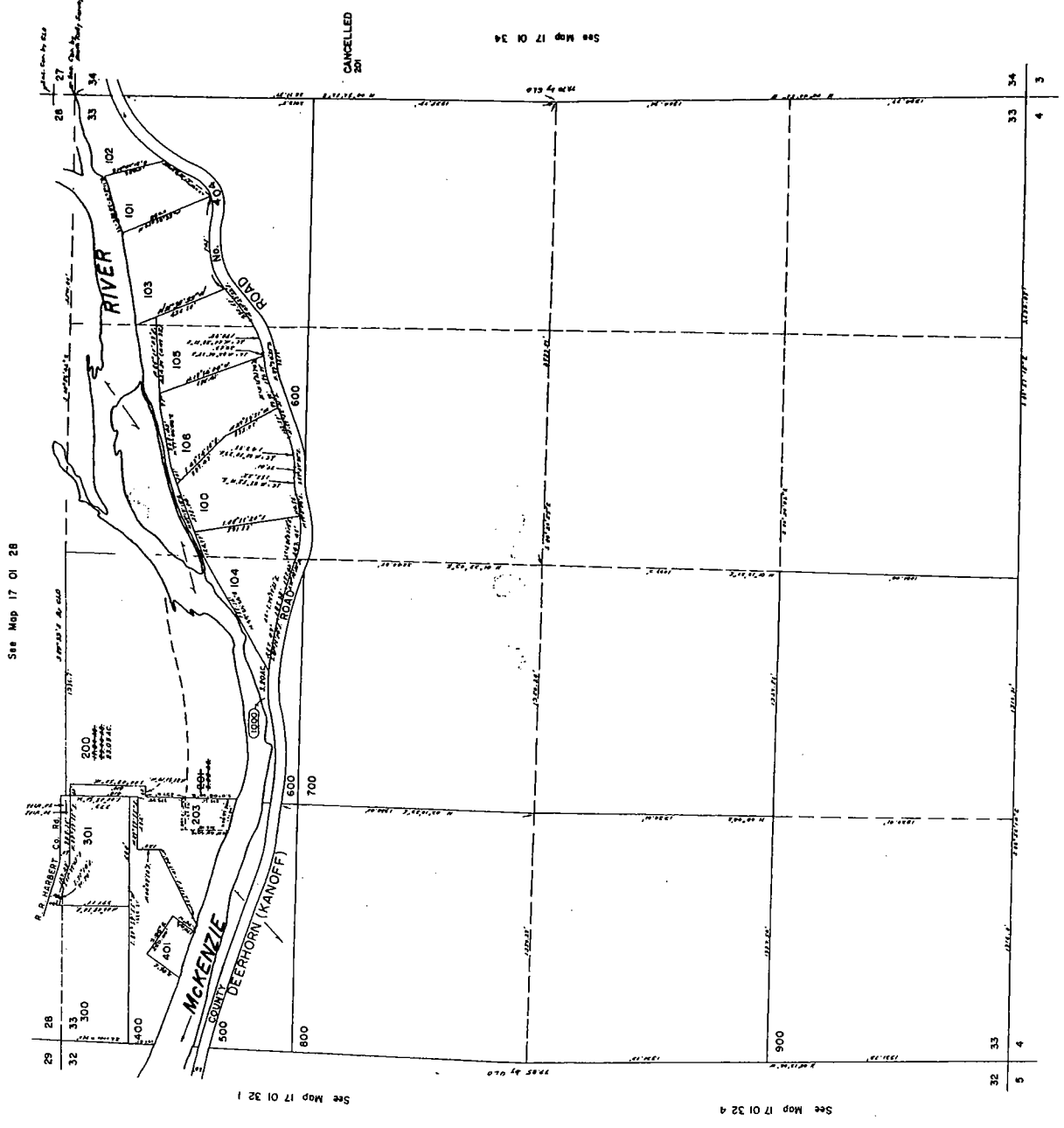
Lane County Public Works

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Section 33 T.17S. R.1 W.M.M.  
LANE COUNTY

1"=400'

17 01 33



See Map 17 01 28

See Map 17 01 32 1

See Map 17 01 32 4

See Map 17 01 34

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See Map 18 01

FOR ASSESSMENT  
AND TAXATION  
ONLY

N.E.1/4 SECTION 32 T.17S. R.1W. W.M.

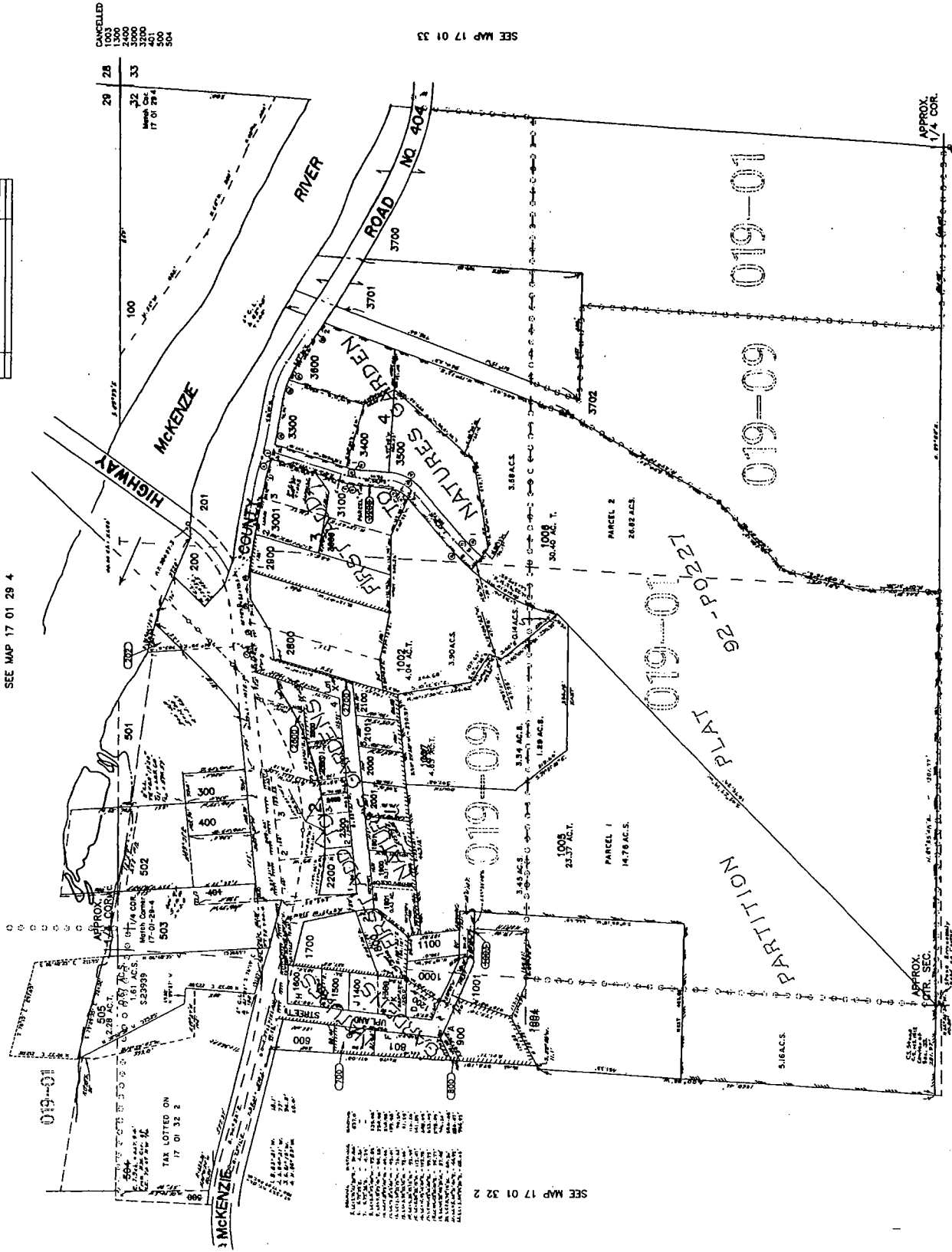
LANE COUNTY

SCALE 1" = 200'

SEE MAP 17 01 29 4

17 01 32 1

DATE	ISSUED	BY	REVISION



17 01 32 1

SEE MAP 17 01 32 4

FOR ASSESSMENT  
AND TAXATION  
ONLY

S.E.1/4 SECTION 29 T.17S. R.1W. W.M.

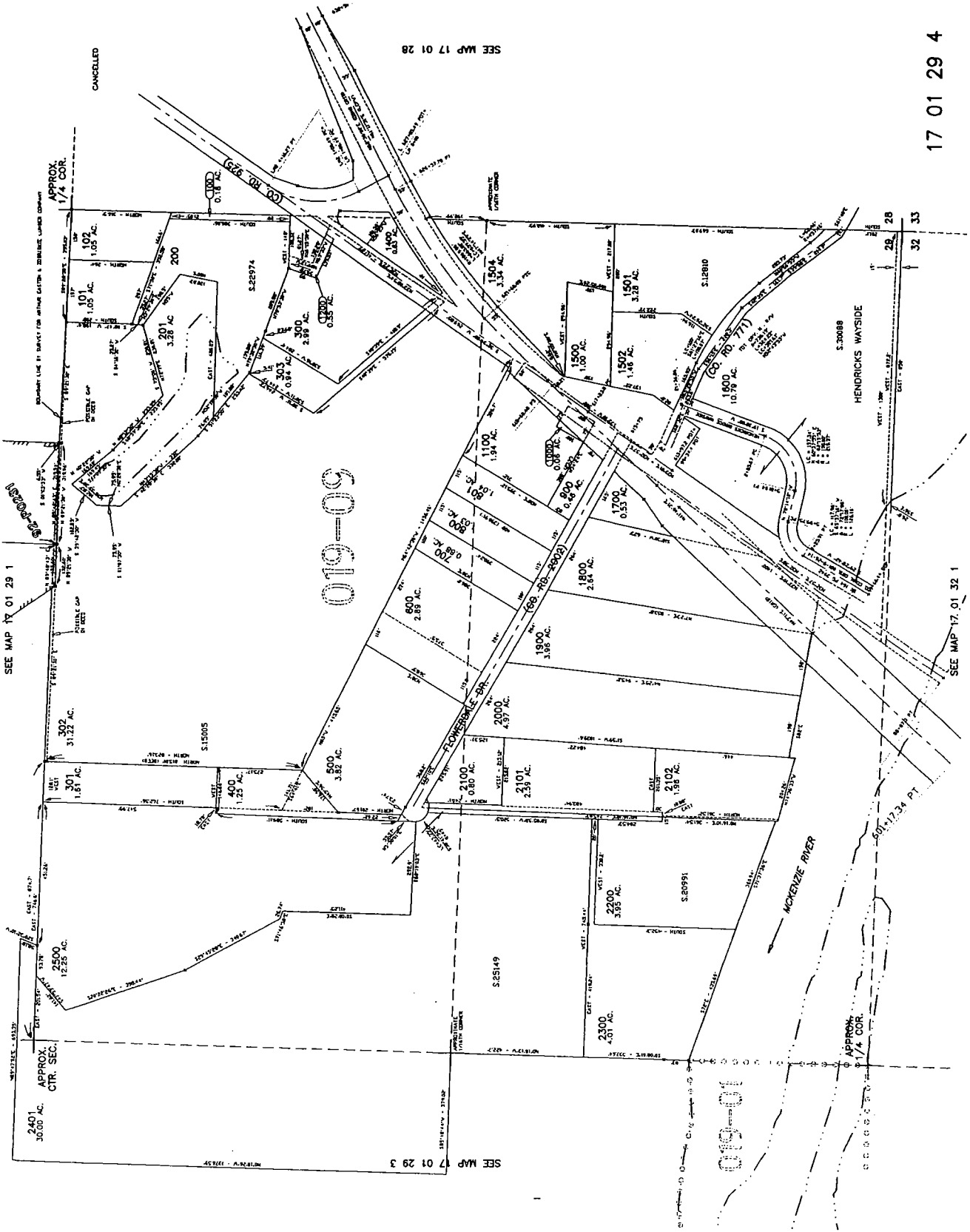
LANE COUNTY

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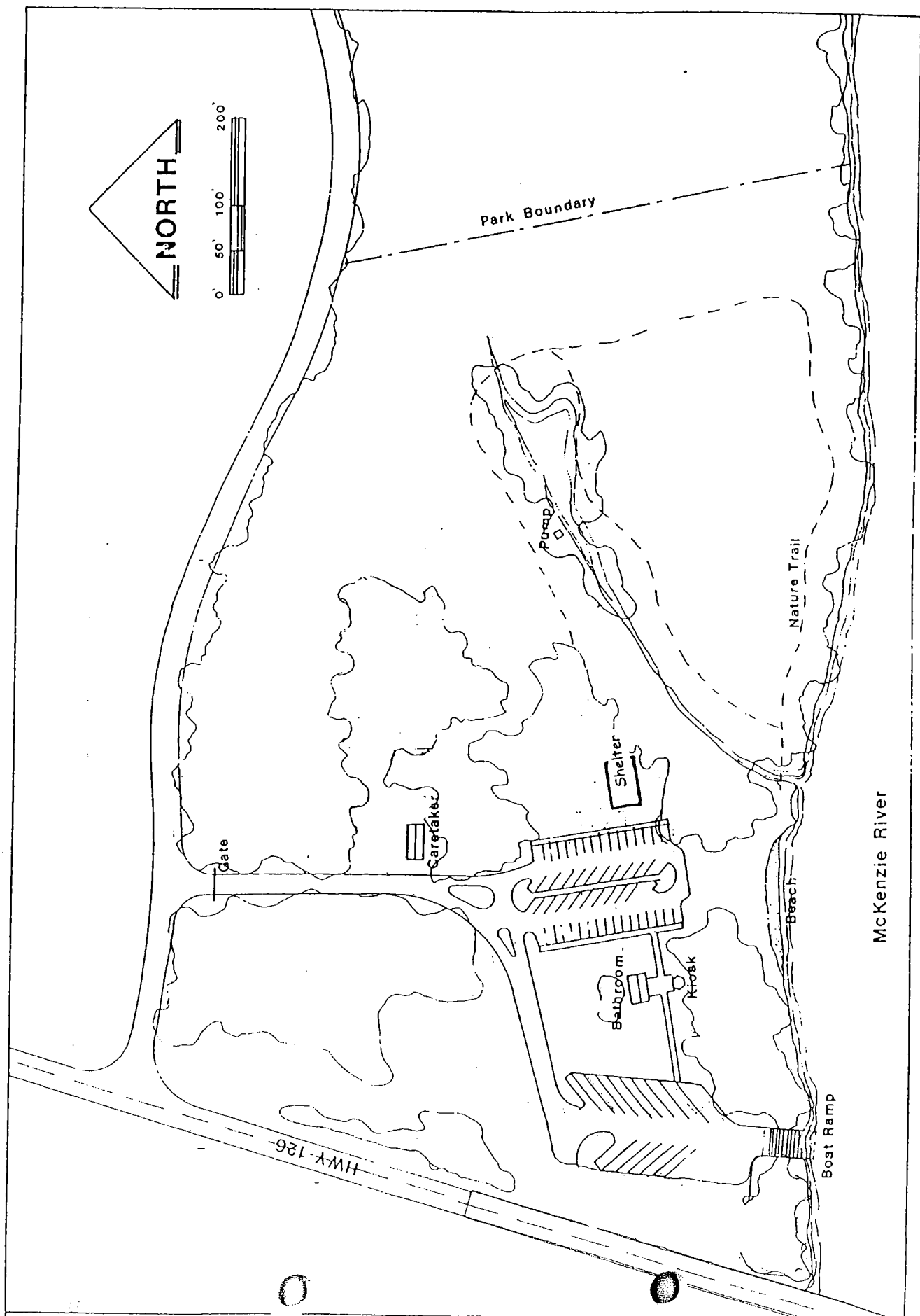
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**EXHIBIT A**  
**DESCRIPTION OF AREAS COVERED BY THIS AGREEMENT**  
**AND FURTHER DEFINED IN ARTICLE 4 SECTION 4.2**

All of the following land areas are outside of the official Eastern Lane Forest Protection District:

<b>Hendricks Bridge Wayside</b> ( <i>Hwy 126 &amp; McKenzie River</i> )	<b>17.34 acres</b>
<b>Armitage Park</b> ( <i>Coburg Road &amp; McKenzie River just West of I-5</i> )	<b>56.94 acres</b>

## REPRESENTATIVES OF PARTIES

### WILLAMALANE PARK & RECREATION DISTRICT

		Work Phone	Cell Phone	Home Phone
Park Division Manager	Todd Winter	682-2001	954-8243	767-9891
Parks Superintendent	Jana Sorenson	682-2005	954-7781	484-2789
Parks Leadworker	Keith Grossman	682-2004	285-8696	935-2380
Public Works Assistant Director	Howard Schussler	682-6907	954-3548	744-9266
County Emergency Mgmt Coord	Linda Cook	682-6744	914-0267	687-8836

### OREGON DEPARTMENT OF FORESTRY - EASTERN LANE UNIT

		Work Phone	Cell Phone	Home Phone
Office		726-3588		
Duty Officer (After Hours)		341-9366		
Protection Unit Forester	Greg Wagenblast	726-3588	954-9872	988-1991
Protection Unit Supervisor	Jerry Messinger	726-3588	913-0349	988-5587
Prevention Specialist	Peter Dammen	726-3588	912-6948	689-1718
District Forester	Lena Tucker	726-3588	(541)401-0310	(541)367-6990

*Incase of Emergency contact in the order on the list above for either party.*



4.6 INDEMNIFICATION

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Lane County agrees to indemnify and save harmless, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, the Oregon Department of Forestry against any claim, liability or damages resulting from any error, omission or act of negligence on the part of Lane County, its officers, employees or agents in the performance of its responsibilities under this Agreement provided, however, Lane County shall not be required to indemnify the Oregon Department of Forestry for any such liability arising out of the wrongful acts of the Oregon Department of Forestry, its officers, employees or agents.

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Oregon Department of Forestry agrees to indemnify and save harmless, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Lane County against any claim, liability or damages resulting from any error, omission or act of negligence on the part of the Oregon Department of Forestry, its officers, employees or agents in the performance of its responsibilities under this Agreement provided, however, the Oregon Department of Forestry shall not be required to indemnify Lane County for any such liability arising out of the wrongful acts of Lane County, its officers, employees or agents.

**ARTICLE 5**

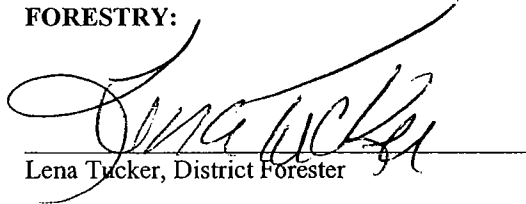
**DURATION - TERMINATION**

5.1 DURATION: This agreement shall remain in continuous effect for three (3) years, beginning \_\_\_\_\_, 2006 or until terminated pursuant to Paragraph 5.2, herein.

5.2 TERMINATION: This agreement may be terminated by mutual consent of the parties, or by one party giving written notice to the other party no later than May 31 of any year. The effective date of any termination shall be June 30.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first here in above stated.

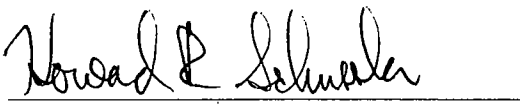
FORESTRY:

  
Lena Tucker, District Forester

Witness:

  
Date 9/18/06

COUNTY:

  
FOR Oliver P. Snowden, Public Works  
Director

Witness:

  
Date 8-22-06

3.7 LIABILITY FOR FIRE CAUSED BY COUNTY:

COUNTY agrees to pay all costs, including the "regular district costs" of fires that result from a willful, malicious, or negligent act of COUNTY.

**ARTICLE 4  
GENERAL PROVISIONS**

4.1 STRUCTURAL PROTECTION: It is understood and agreed by the parties hereto that work to be provided by FORESTRY under this agreement shall not include structural fire protection.

4.2 TYPES OF LAND: Under the provisions of Paragraph 2.2, hereof, the areas protected by FORESTRY may vary from forestland to "other lands" deemed necessary to protect by FORESTRY under the provisions of ORS 477.406.

4.3 OFFICIAL REPRESENTATIVES: For purposes negotiating and executing this agreement, each party shall designate an official representative. Further, the official address of each party, unless by written notice changed, shall be as follows:

FORESTRY:

Lena Tucker, District Forester  
Eastern Lane Unit  
Cascade District  
3150 Main Street  
Springfield, OR 97478

COUNTY:

William A. VanVactor, County Administrator  
Lane County  
125 E. 8<sup>th</sup> Avenue  
Eugene, Oregon 97401

4.4 REPRESENTATIVES OF PARTIES:

Personnel authorized to act in the fulfillment of obligations under this contract are:

- a) FORESTRY: District Forester, Unit Forester, Forest Unit Supervisor, District Duty Officer, and the Incident Commander;
- b) COUNTY: Parks Manager, Parks Superintendent, Parks Leadworker, Public Works Assistant Director, County Emergency Management Coordinator.

A list of current names and telephone numbers of the employees who fill the above positions shall be updated by June 15 annually and exchanged between the parties.

During a fire incident, in the absence of a COUNTY representative and where necessary, to carry out the purposes of this agreement, COUNTY designates the FORESTRY personnel listed in Article 2.5 to act in lieu of COUNTY for the purpose of extra firefighting costs.

4.5 PUBLIC CONTRACTS

The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are incorporated by this reference as if fully set forth.

**2.5 FIRE INCIDENT PROCEDURES:**

In the event of a fire incident, FORESTRY will take action to control the incident as judged necessary without consultation with COUNTY. FORESTRY will coordinate with COUNTY at the earliest available time that the incident allows. Action taken, without consultation with COUNTY may include the following extra fire fighting costs: one air tanker load of aerial retardant, two hours of medium helicopter time, two hours of light helicopter time and twelve hours of one 20 person fire suppression crew.

**2.6 PROVIDE INSPECTIONS:**

FORESTRY agrees to provide personnel to conduct fire safety inspections for open burning and industrial activities to be conducted by COUNTY.

**2.7 TRAINING:**

FORESTRY will provide basic wildland fire fighter training to Park Personnel designated by COUNTY.

**ARTICLE 3  
OBLIGATIONS OF COUNTY**

**3.1 DESIGNATION OF AREA:**

COUNTY does hereby designate those areas of land described in Article 2.1 as part of this agreement. It is understood that said areas within the boundaries of COUNTY and over which COUNTY has jurisdiction under its Charter and Oregon law. However, except for the services to be provided by FORESTRY, nothing herein contained shall be construed to alleviate the statutory duties and obligations of COUNTY.

**3.2 PAYMENT FOR WORK:**

COUNTY does hereby agree to make payment, as described in Articles 2.3 and 2.4, to FORESTRY for services provided by FORESTRY under this agreement. COUNTY agrees to pay said bills within 60 days of billing date.

**3.3 FIRE PREVENTION PRECAUTIONS FOR PUBLIC USE:**

COUNTY agrees to enforce the following precautions in the area designated by this contract to minimize the risk of wildfire occurrence: 1) No motorized vehicles allowed, except COUNTY vehicles or those specifically authorized by COUNTY; 2) No smoking allowed while traveling on foot or otherwise during fire season; 3) Smoking allowed only in closed vehicles or only while stopped in cleared areas during fire season; 4) restrict the use of lands according to proclamations of the Forester as authorized by ORS 477.535 to 477.545 in the same manner as lands situated in the Forest Protection District, which may include additional fire precautions and public closures.

**3.4 FIRE PRECAUTIONS FOR INDUSTRIAL ACTIVITIES:**

COUNTY agrees to allow representatives of FORESTRY to inspect industrial activities. COUNTY, and any agent or contractor of COUNTY, will abide by recommendations made by FORESTRY consistent with fire prevention requirements of ORS 477 and related Oregon Administrative Rules (OAR). County agrees to notify FORESTRY of industrial activities prior to commencement.

**3.5 MAINTENANCE OF FIRE FIGHTING ACCESS:**

COUNTY will construct and maintain vehicle road access, as designated on Exhibit "A" or future recommendations presented to COUNTY from FORESTRY during annual field reviews, to accommodate fire fighting vehicles including adequate turnouts, turn-a-rounds and road side clearing.

**3.6 FIRE PRECAUTIONS FOR BURNING CONDUCTED BY COUNTY:**

COUNTY agrees to obtain a permit for any open burning done in the designated area and to allow FORESTRY to inspect areas to be burned prior to burning. COUNTY agrees to follow any precautions for the burn listed by FORESTRY. FORESTRY will assist in the conduct of the burning to the extent that resources are available.

1.5 "Extra Firefighting Costs": means costs, which are incurred by FORESTRY, for the suppression of fire on the lands herein, designated, which are costs in addition to the Regular District Costs. Extra Firefighting Costs include costs for fire suppression resources, from third parties, that are needed in addition to the regular resources of the Forest Protection District to suppress fire. These resources include crews, fire engines, aircraft, dozers, and other resources.

1.6 "Industrial activities": include but are not limited to logging, land clearing, road construction, road maintenance, trail construction, build construction and other use of power-driven machinery.

1.7 "Forester": means the State Forester or authorized representative.

1.8 "Fire Season": means that period of time when the conditions of fire hazard exist so that the Forester designates fire season for the forest protection district as authorized by ORS 477.505.

1.9 "Oregon Forest Land Protection Fund": means an emergency fund established by Oregon Legislature as an insurance fund to equalize emergency fire suppression costs among various forest protection districts. The emergency fund system is designed to operate as an "insurance policy" whereby all districts to pay fire suppression costs on "emergency fires", An emergency fire is a fire that requires greater suppression action than a district can reasonably provide at a given time and place under fire season suppression resource levels (regular district forces). Landowners within the forest protection district contribute to the fund through various mechanisms established in statutes.

## ARTICLE 2 OBLIGATIONS OF FORESTRY

### 2.1 AREAS TO BE PROTECTED:

The areas covered by this agreement include a total of 74.28 acres of forestland across two (2) different COUNTY parks ( 17.34 acres of forestland known as "Hendricks Bridge Wayside" and 56.94 acres of forestland known as "Armitage Park") and are shown and described on Exhibit "A", attached hereto and by this reference made a part hereof. Areas designated may be amended from time to time by mutual agreement. Amendments may include an increase, decrease, or substitution of areas. Amendments will be made in writing, signed by the official representatives, and include a revised Exhibit A. Any such amendments to be effective July 1 each year.

### 2.2 SERVICES PROVIDED:

FORESTRY does hereby agree to provide the areas described under Article 2.1 hereof, with that standard of protection approved by the Oregon State Board of Forestry under ORS Chapter 477, which standard that provided by forest protection districts, excluding the protection provided by the Oregon Forest Land Protection Fund. Such protection shall be for the duration of this agreement, as designated in Article 5, unless otherwise agreed in writing. FORESTRY will provide personnel trained in the inspection of industrial activities to inspect industrial activities and to provide fire safety recommendations to COUNTY.

### 2.3 COSTS AND BILLING FOR REGULAR DISTRICT COSTS:

FORESTRY will deliver a bill to COUNTY for the services provided under this contract on or before October 31 each year. The bill will be calculated by multiplying the Base Rate, defined in Article 1.4, by the total number of acres covered by this agreement as indicated in Article 2.1 and shown in Exhibit "A." Base rate may vary each year, and acres included may be adjusted as described by Article 2.1.

### 2.4 COSTS AND BILLING OF EXTRA FIREFIGHTING COSTS:

FORESTRY will bill COUNTY for the actual amount of "extra firefighting costs," defined in Article 1.5, as soon as reasonably possible after incurring said costs.

COOPERATIVE AGREEMENT  
FOREST LAND PROTECTION  
Provided to  
LANE COUNTY  
By  
STATE OF OREGON - STATE FORESTER  
EASTERN LANE UNIT of the SOUTH CASCADE DISTRICT

Lane County owns or otherwise controls forestland that is outside of any fire protection district and is, therefore, unprotected from fire. Further, Lane County wants to establish fire protection for these forestlands by agreement with Eastern Lane Forest Protection Unit, South Cascade District, of The State of Oregon, Department of Forestry. The objective of this agreement is, therefore, to provide limited fire protection to the forestland herein described.

Now therefore: Lane County hereinafter referred to as "COUNTY" and the State of Oregon; acting by and through the State Forester, hereinafter referred to as "FORESTRY"; parties hereto, by the authority referenced herein, do hereby agree to the following terms and conditions.

**AUTHORITY:**

FORESTRY is authorized to enter into cooperative contracts and agreements with public and private landowners to carry out fire protection services on forestlands by Oregon Revised Statutes (ORS) 526.046 and ORS 477.406 TO 412.

COUNTY is authorized to enter into agreements for the purpose of carrying out its duties and obligations by ORS 190 and Provisions of the Lane County Home Rule Charter.

**WITNESSTH:**

THIS AGREEMENT, made on Sept 18, 2006, by and between FORESTRY and COUNTY.

**ARTICLE 1**  
**DEFINITIONS**

1.1 **"Forest land":**

means any woodland, brush land, timberland, grazing land or clearing, which, during any time of the year, contains enough flammable forest growth, slashing or vegetation to constitute, in the judgment of the forester, a fire hazard, regardless of how the land is zoned or taxed.

1.2 **"Forest Protection District":**

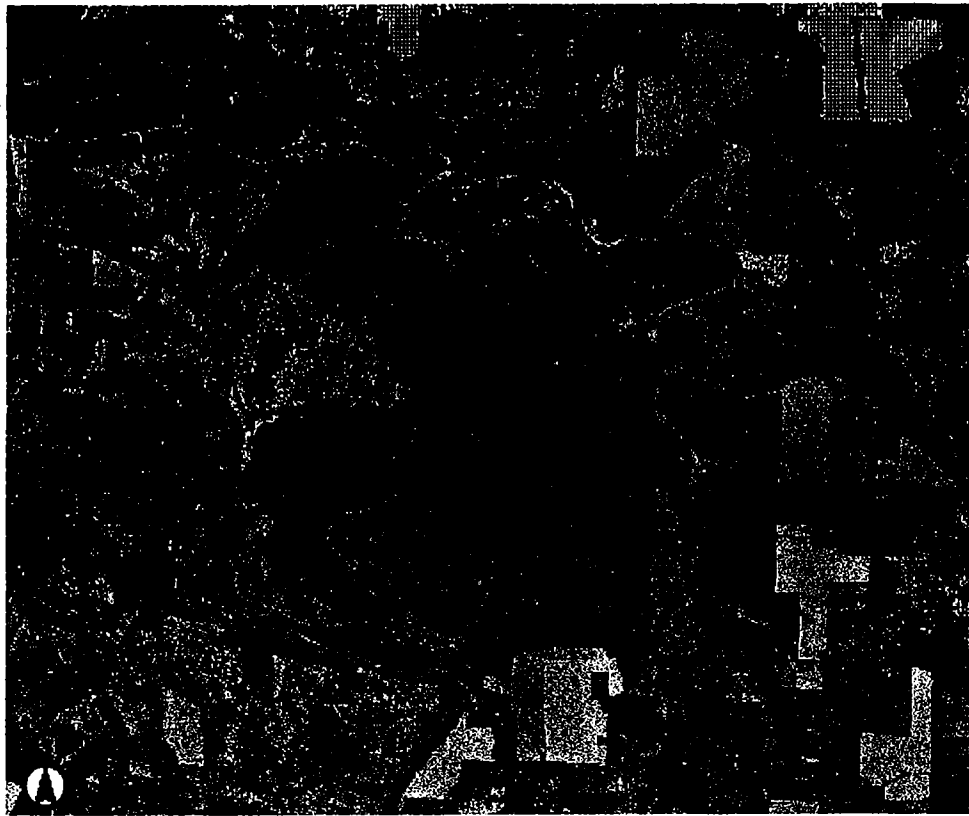
means Eastern Lane Forest Protection Unit, South Cascade District, established pursuant to ORS 477.225, and which is operated under procedures set forth in ORS Chapter 477.

1.3 **"Regular District Cost":**

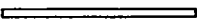
means the ordinary costs of regularly budgeted and employed personnel and equipment of the Forest Protection District. Those fire-fighting resources of the Eastern Lane Unit that are normally available for fire suppression.

1.4 **"Base Rate":**

means the rate to be paid by COUNTY for services provided by FORESTRY, with Regular District Costs, under this agreement. Said rate to be per acre and is the amount listed as the "Local Public Lands Rate" in the "Fire Protection Fiscal Budget" for the Forest Protection District during the fiscal year that the costs are incurred. The Fire Protection Fiscal Budget is developed annually for the fiscal year (July 1 to June 30). The "Base Rate," as an example, is \$1.4469 per acre for the 2006 fiscal year. The base rate will vary each fiscal year.



Lane County Public Works

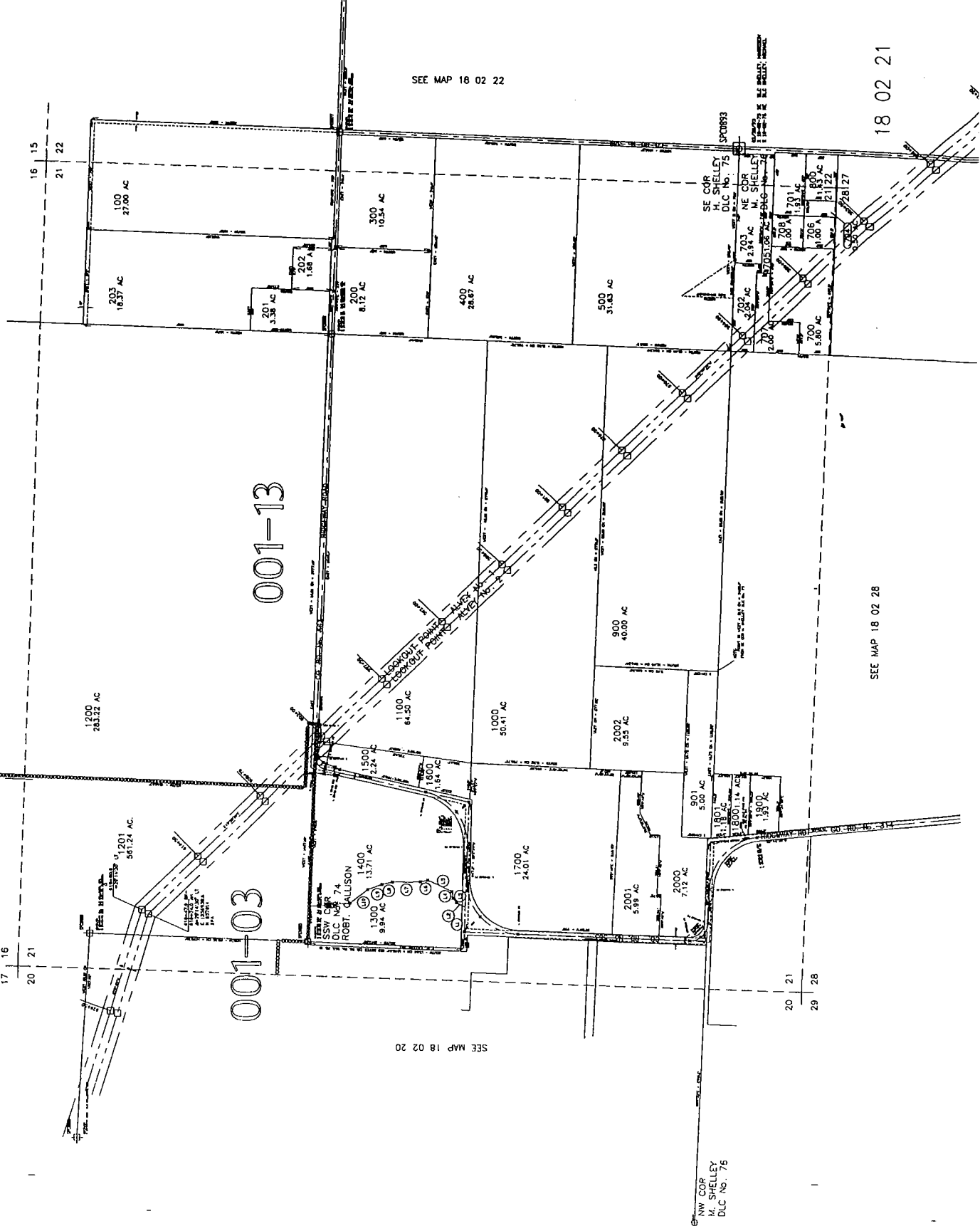
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SECTION 21 T.18S. R.2W. W.M.  
LANE COUNTY

SCALE 1"=400'

SEE MAP 18 02 16

18 02 21



SEE MAP 18 02 28

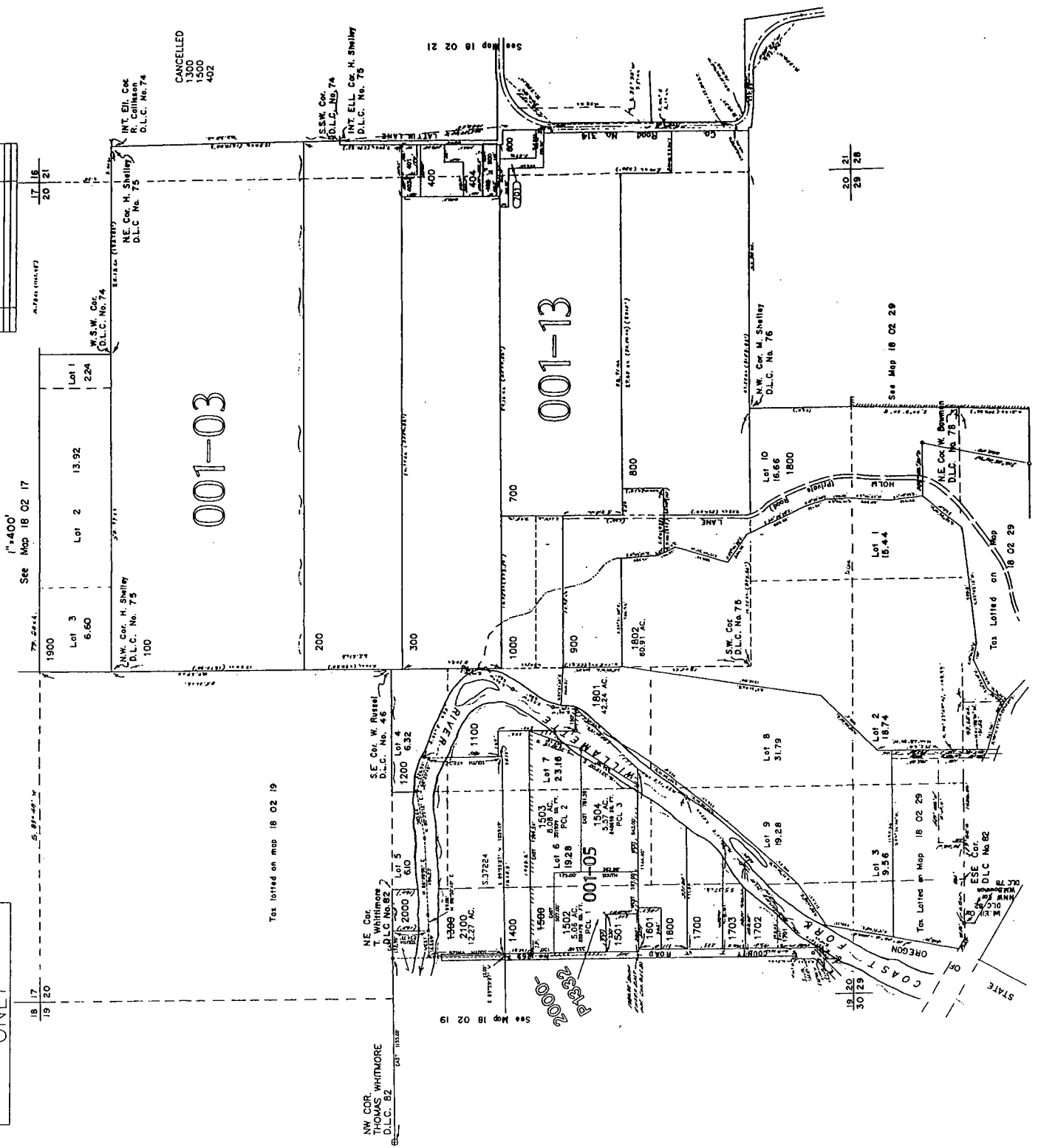
18 02 21

FOR ASSESSMENT  
AND TAXATION  
ONLY

Section 20 T.18 S. R.2W.W.M.  
LANE COUNTY

18 02 20

DATE	DESCRIPTION	AMOUNT
	PROPERTY TAX	
	ADDITIONAL TAX	
	TOTAL TAX	
	REMARKS	





FOR ASSESSMENT  
AND TAXATION  
ONLY

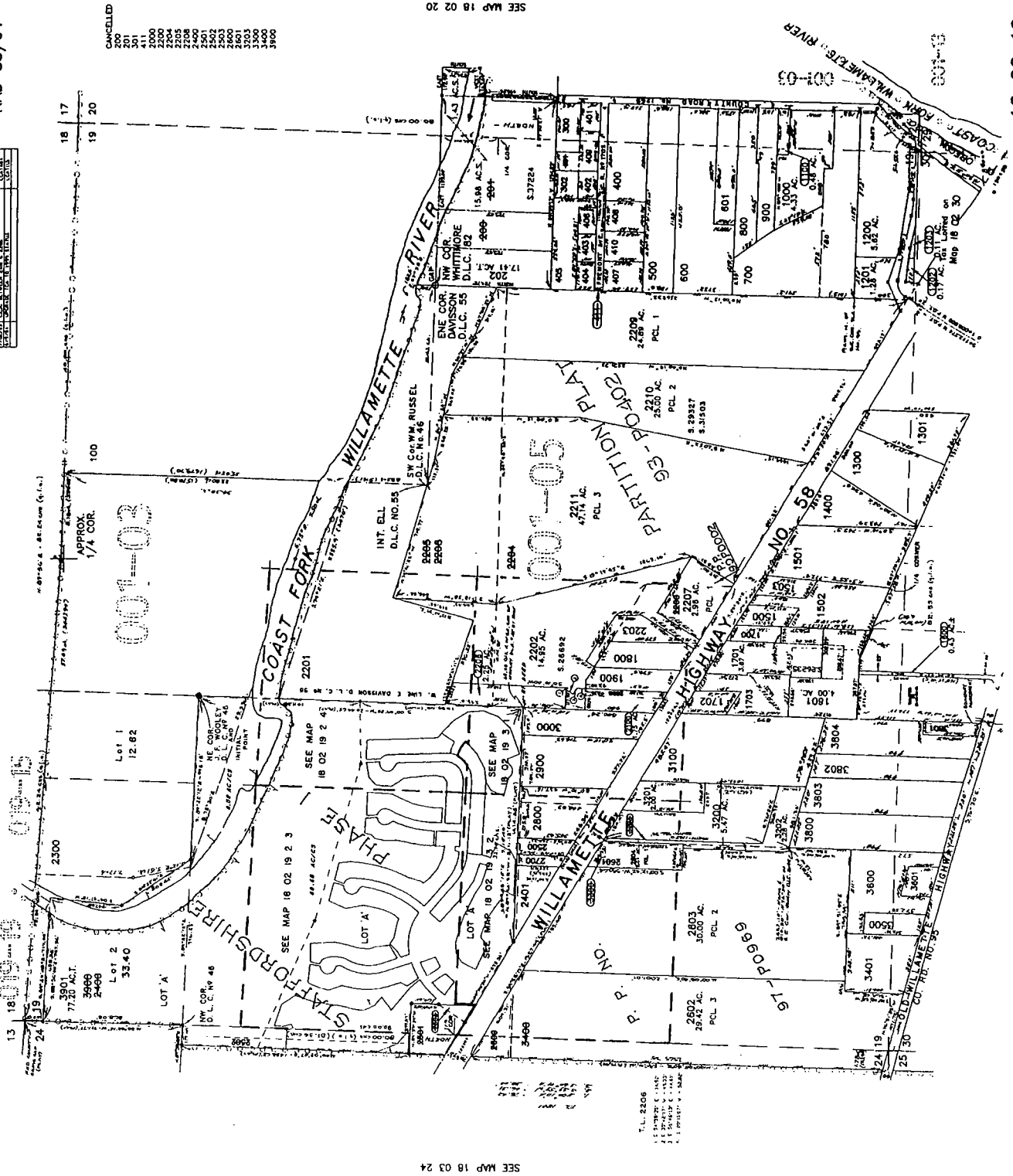
SECTION 19 T.18S.R.2W.W.M.  
LANE COUNTY

SCALE 1" = 400' SEE MAP 18 02 18

18 02 19

NAD 83/91

NO.	OWNER	ADDRESS	DATE
1	LANE COUNTY	1000 W. 1ST ST.	10/1/91
2	LANE COUNTY	1000 W. 1ST ST.	10/1/91
3	LANE COUNTY	1000 W. 1ST ST.	10/1/91
4	LANE COUNTY	1000 W. 1ST ST.	10/1/91
5	LANE COUNTY	1000 W. 1ST ST.	10/1/91
6	LANE COUNTY	1000 W. 1ST ST.	10/1/91
7	LANE COUNTY	1000 W. 1ST ST.	10/1/91
8	LANE COUNTY	1000 W. 1ST ST.	10/1/91
9	LANE COUNTY	1000 W. 1ST ST.	10/1/91
10	LANE COUNTY	1000 W. 1ST ST.	10/1/91



- CANCELLED
- 200
  - 301
  - 411
  - 500
  - 600
  - 700
  - 800
  - 900
  - 1000
  - 1100
  - 1200
  - 1300
  - 1400
  - 1500
  - 1600
  - 1700
  - 1800
  - 1900
  - 2000
  - 2100
  - 2200
  - 2300
  - 2400
  - 2500
  - 2600
  - 2700
  - 2800
  - 2900
  - 3000
  - 3100
  - 3200
  - 3300
  - 3400
  - 3500

SEE MAP 18 03 24

SEE MAP 18 02 20

SEE MAP 18 02 30

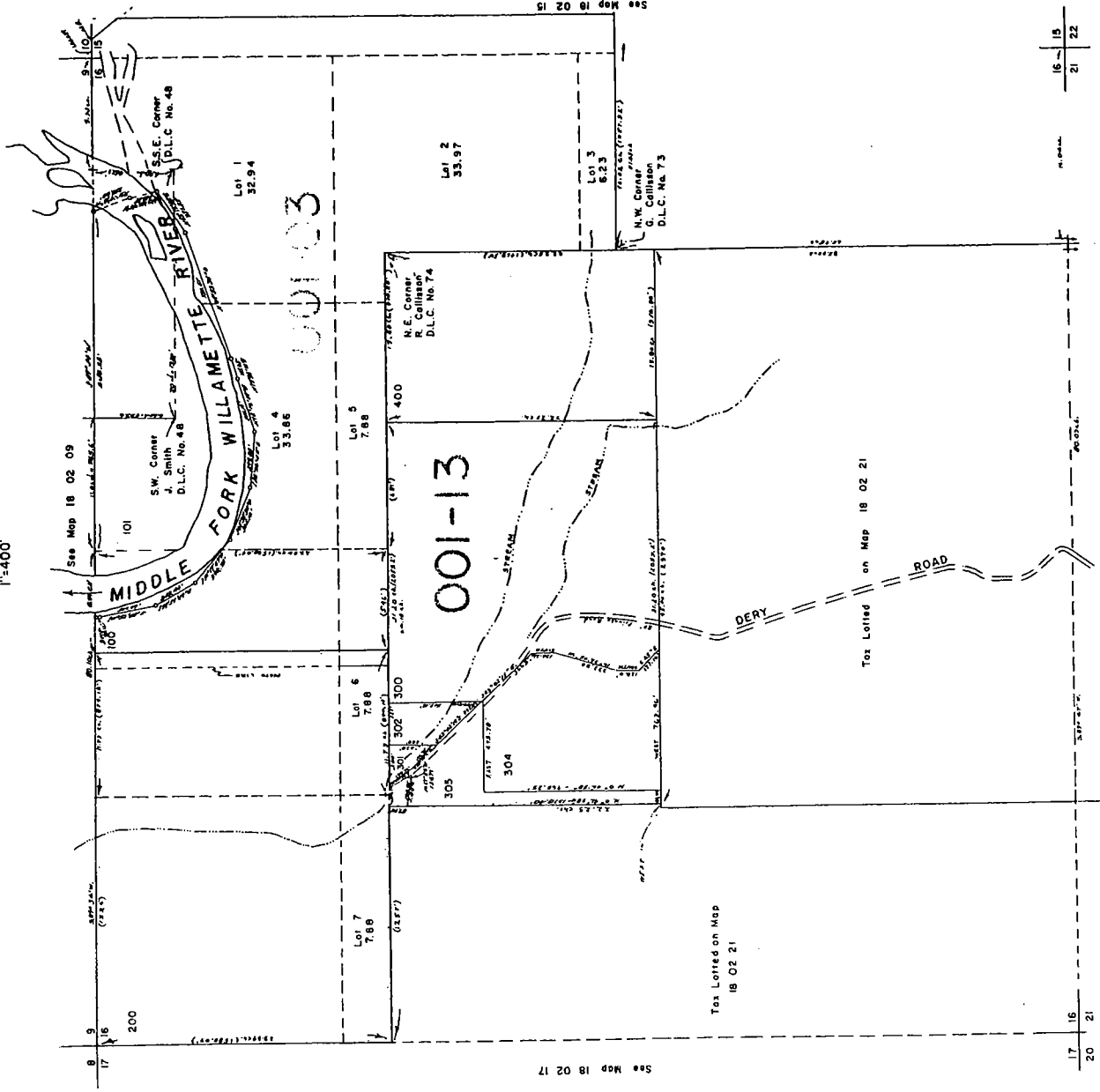
18 02 19

18 02 16

Section 16 T.18S. R.2W.W.M.

LANE COUNTY

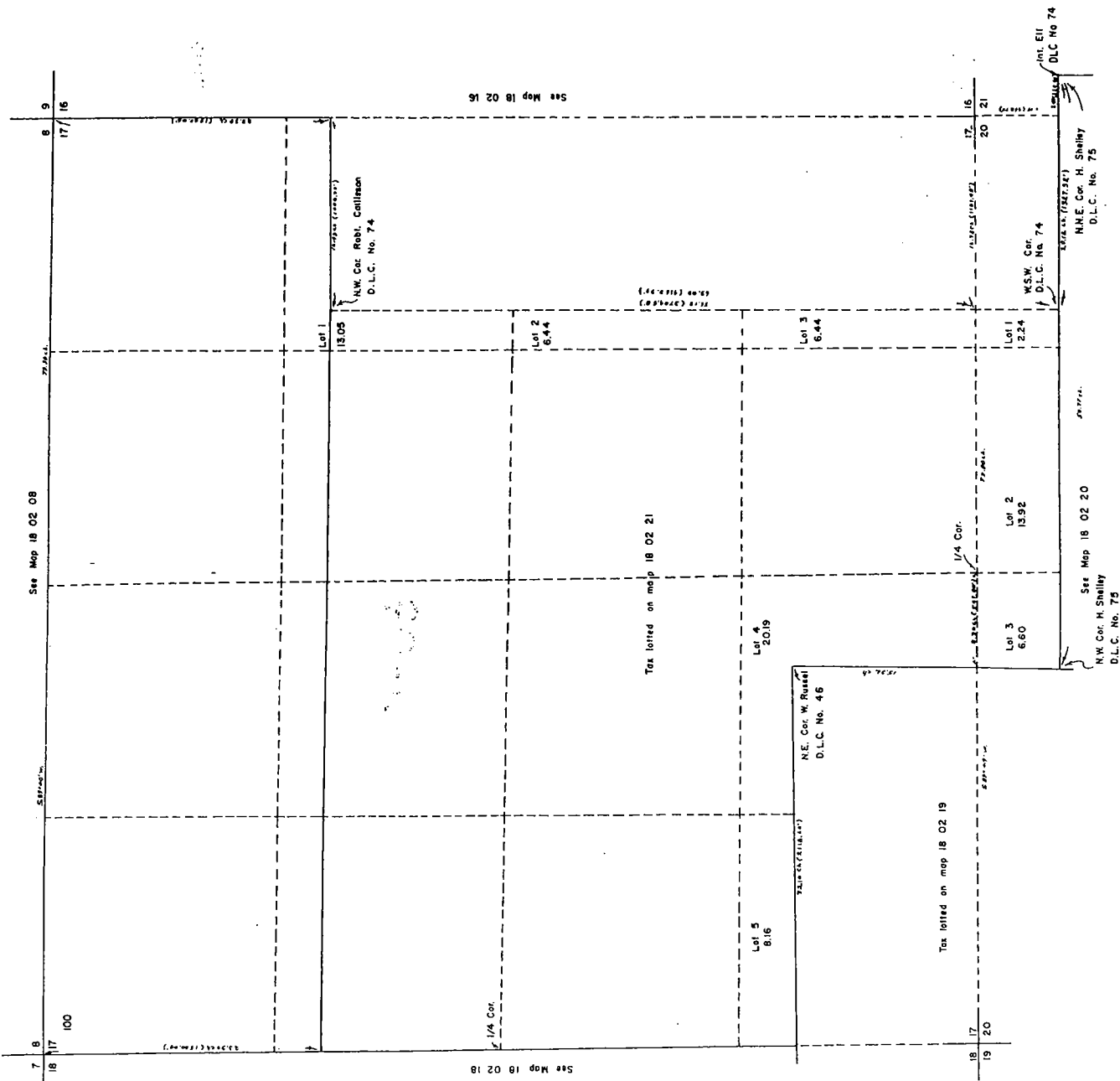
1"=400'



See Map 18 02 21

Section 17 T.18.S. R2W.WM.  
LANE COUNTY

1"=400'



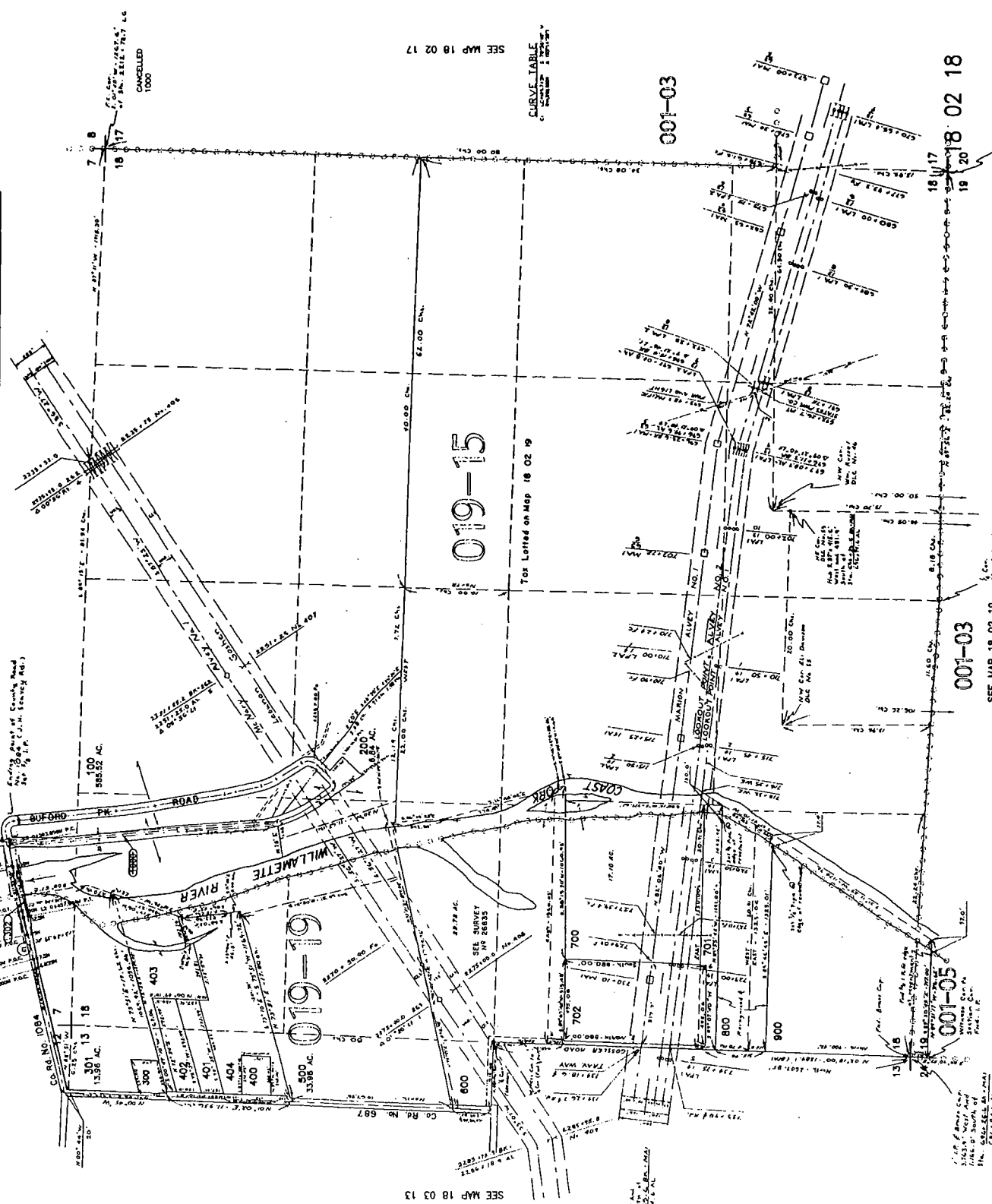
FOR ASSESSMENT  
AND TAXATION  
ONLY

SEC. 18, T.18S, R.2W, W.M.  
LANE COUNTY

SCALE 1" = 400'  
SEE MAP 18 02 07

18 02 18  
NAD 83/91

DATE	REVISION	BY	REASON



SEE MAP 18 02 17

CURVE TABLE

019-15

Top Lotted on Map 18 02 19

001-03

18 02 18

001-03

SEE MAP 18 02 19

001-05

SEE MAP 18 02 19

MND, OF STATE  
PLAT OF STATE  
1884-5 SOUTH 1/4  
T.18S, R.2W, W.M.  
SEC. 18, T.18S, R.2W, W.M.

SEE MAP 18 03 13

FOR ASSESSMENT AND TAXATION ONLY

SECTION 8 T.18S. R.2W. W.M.  
LANE COUNTY

SCALE 1" = 400'

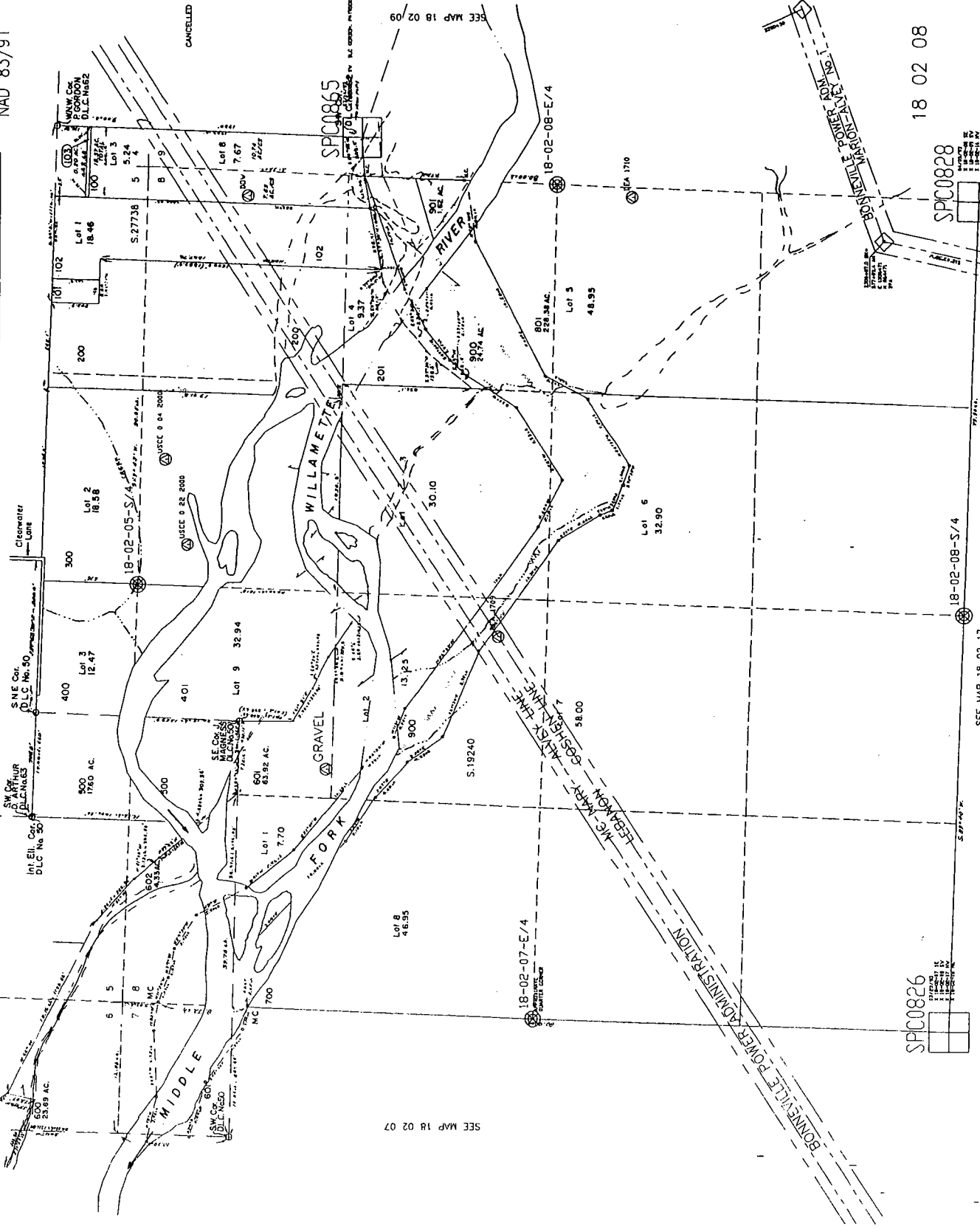
SEE MAP 18 02 05

18 02 08

C.A.D. SYS.

NAD 83/91

OWNER	AREA	ACRES	DATE



SEE MAP 18 02 07

18-02-07-E/4

SPC0826


SEE MAP 18 02 17

18-02-08-S/4

SPC0828


18 02 08

BONNIEVILLE TOWER ADMINISTRATION  
 LEGANOW GOSHENBANK  
 MC WALTER AERIAL TIME  
 SEE MAP 18 02 09

18-02-08-E/4

FOR ASSESSMENT  
AND TAXATION  
ONLY

SEC. 7 T.18S. R.2W. W.M.  
LANE COUNTY

SCALE 1" = 400'

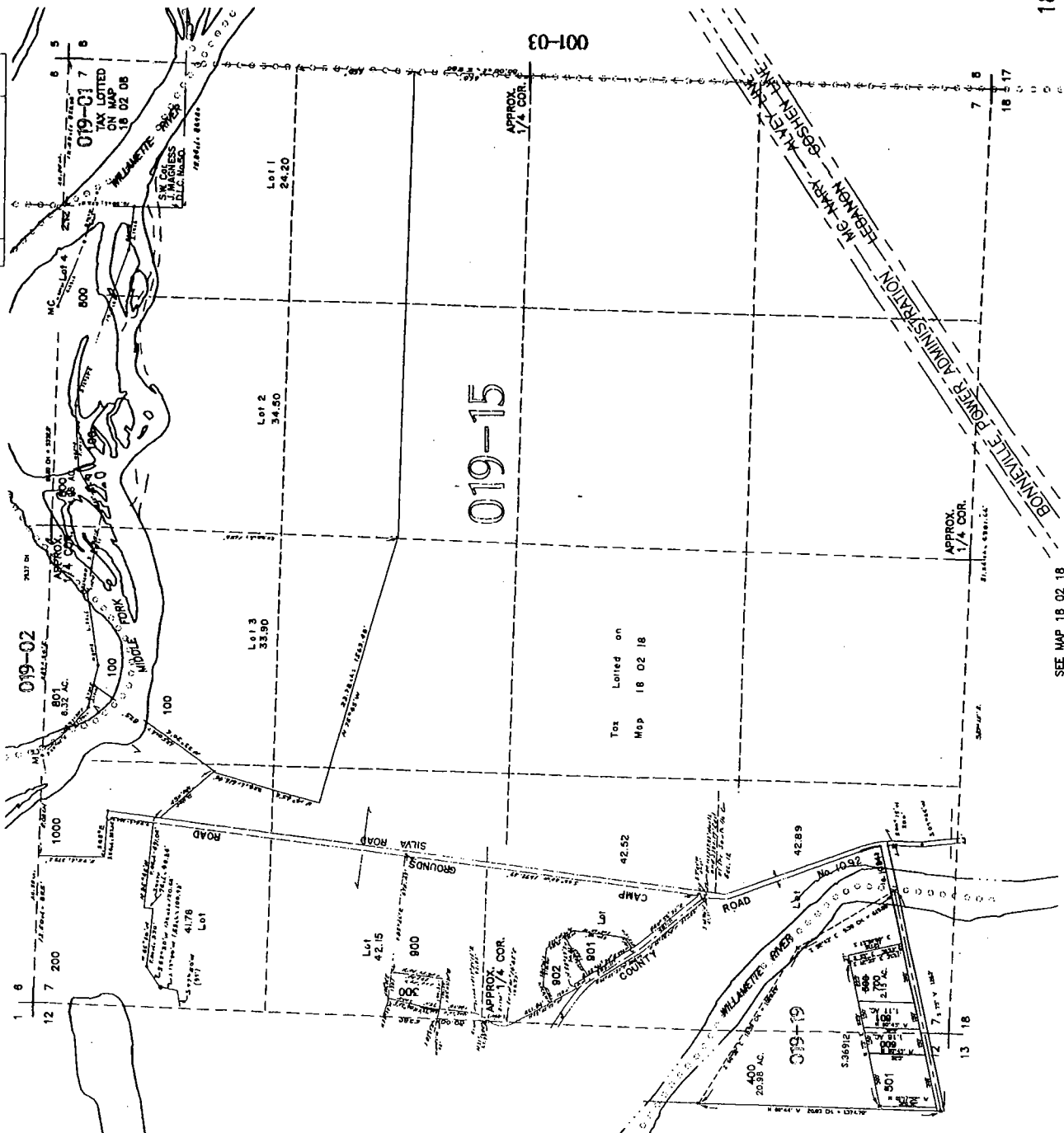
SEE MAP 18 02 06

NAD 83/91

18 02 07

SECTION	TOWNSHIP	RANGE	W.M.	DATE	STATUS
7	18S	2W	W.M.	18 02 07	CANCELLED
7	18S	2W	W.M.	18 02 08	CANCELLED
7	18S	2W	W.M.	18 02 09	CANCELLED
7	18S	2W	W.M.	18 02 10	CANCELLED
7	18S	2W	W.M.	18 02 11	CANCELLED
7	18S	2W	W.M.	18 02 12	CANCELLED
7	18S	2W	W.M.	18 02 13	CANCELLED
7	18S	2W	W.M.	18 02 14	CANCELLED
7	18S	2W	W.M.	18 02 15	CANCELLED
7	18S	2W	W.M.	18 02 16	CANCELLED
7	18S	2W	W.M.	18 02 17	CANCELLED
7	18S	2W	W.M.	18 02 18	CANCELLED

CANCELLED  
500



SEE MAP 18 03 12

SEE MAP 18 02 08

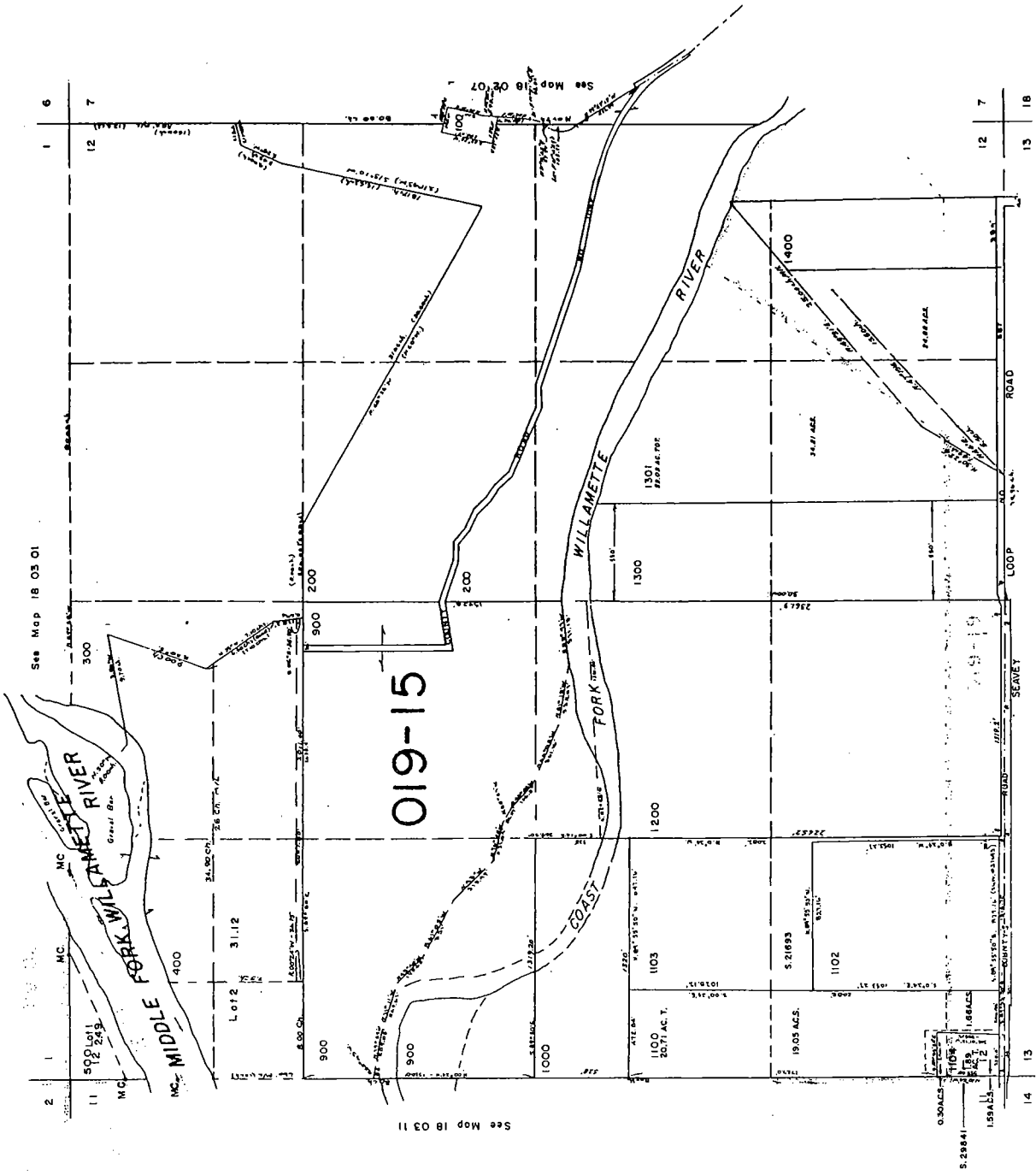
18 02 07

SEE MAP 18 02 18

Section 12 T. 18S. R. 3W.W.M.  
LANE COUNTY

18 03 12

1"=400'



See Map 18 03 13 2

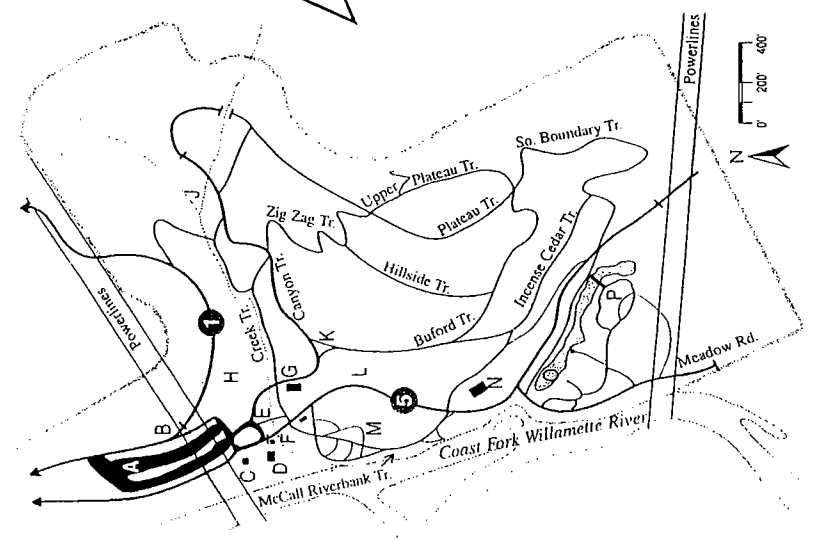
See Map 18 03 13 1



**Trails of the Howard Buford Recreation Area**

- ③-⑤ PRIMARY TRAILS (SINGLE-DIGIT)
- ⑤ HORSE/HIKER TRAILS
- ⑤-⑥ HIKER ONLY TRAILS
- ⑥-⑥ CONNECTOR TRAILS (DOUBLE-DIGIT)
- POWERLINES
- PARK PROPERTY (SHADED)

REVISED JANUARY 2001



**Arboretum Trail System**

(Hikers only, dogs on leash please)

The Mt. Pisgah Arboretum is a 210-acre area within HBRA that is leased to and managed by the Friends of Mt. Pisgah Arboretum (a separate organization from Friends of Buford Park & Mt. Pisgah).

- Arboretum Boundary
- Gravel Trails & Roads
- Bark Trails
- HBRA Trails
- A = Parking
- B = West Trailhead (W. Summit Tr. #1)
- C = Visitor Center (pay phone)
- D = Caretaker's Residence
- E = Information Kiosk
- F = Restrooms/Drinking Fountain
- G = Quonset Hut
- H = Picnic Area
- J = Canyon Creek
- K = Tree Round
- L = Oak Savanna
- M = Wildflower Garden Area
- N = Barn
- O = Water garden
- P = Adkison Bridge



**EXHIBIT A**  
**DESCRIPTION OF AREAS COVERED BY THIS AGREEMENT**  
**AND FURTHER DEFINED IN ARTICLE 4 SECTION 4.2**

All of the following land areas are outside of the official Eastern Lane Forest Protection District:

**Mt. Pisgah (Howard Buford Recreation Area)**

**2,363 acres**

## REPRESENTATIVES OF PARTIES

### LANE COUNTY – PARKS DIVISION

		Work Phone	Cell Phone	Home Phone
Parks Division Manager	Todd Winter	682-2001	954-8243	767-9891
Parks Superintendent	Jana Sorenson	682-2005	954-7781	484-2789
Parks Leadworker	Keith Grossman	682-2004	285-8696	935-2380
Public Works Assistant Director	Howard Schussler	682-6907	954-3548	744-9266
County Emergency Mgmt Coord	Linda Cook	682-6744	914-0267	687-8836

### OREGON DEPARTMENT OF FORESTRY - EASTERN LANE UNIT

		Work Phone	Cell Phone	Home Phone
Office		726-3588		
Duty Officer (After Hours)		341-9366		
Protection Unit Forester	Greg Wagenblast	726-3588	954-9872	988-1991
Protection Unit Supervisor	Jerry Messinger	726-3588	913-0349	988-5587
Prevention Specialist	Peter Dammen	726-3588	912-6948	689-1718
District Forester	Lena Tucker	726-3588	(541)401-0310	(541)367-6990

*Incase of Emergency contact in the order on the list above for either party.*

4.6 INDEMNIFICATION

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Lane County agrees to indemnify and save harmless, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, the Oregon Department of Forestry against any claim, liability or damages resulting from any error, omission or act of negligence on the part of Lane County, its officers, employees or agents in the performance of its responsibilities under this Agreement provided, however, Lane County shall not be required to indemnify the Oregon Department of Forestry for any such liability arising out of the wrongful acts of the Oregon Department of Forestry, its officers, employees or agents.

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Oregon Department of Forestry agrees to indemnify and save harmless, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Lane County against any claim, liability or damages resulting from any error, omission or act of negligence on the part of the Oregon Department of Forestry, its officers, employees or agents in the performance of its responsibilities under this Agreement provided, however, the Oregon Department of Forestry shall not be required to indemnify Lane County for any such liability arising out of the wrongful acts of Lane County, its officers, employees or agents.

**ARTICLE 5**  
**DURATION - TERMINATION**

5.1 DURATION: This agreement shall remain in continuous effect for three (3) years, beginning \_\_\_\_\_, 2006 or until terminated pursuant to Paragraph 5.2, herein.

5.2 TERMINATION: This agreement may be terminated by mutual consent of the parties, or by one party giving written notice to the other party no later than May 31 of any year. The effective date of any termination shall be June 30.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first here in above stated.

**FORESTRY:**

Witness:

\_\_\_\_\_  
Lena Tucker, District Forester

\_\_\_\_\_  
Date

**COUNTY:**

Witness:

*Sandra Cosio*

*William A. VanVactor*  
\_\_\_\_\_  
William A. VanVactor, County Administrator

*9/15/06*  
\_\_\_\_\_  
Date

9-13-06

*[Handwritten signature]*

**3.7 LIABILITY FOR FIRE CAUSED BY COUNTY:**

COUNTY agrees to pay all costs, including the "regular district costs" of fires that result from a willful, malicious, or negligent act of COUNTY.

**ARTICLE 4  
GENERAL PROVISIONS**

**4.1 STRUCTURAL PROTECTION:**

It is understood and agreed by the parties hereto that work to be provided by FORESTRY under this agreement shall not include structural fire protection.

**4.2 TYPES OF LAND:**

Under the provisions of Paragraph 2.2, hereof, the areas protected by FORESTRY may vary from forestland to "other lands" deemed necessary to protect by FORESTRY under the provisions of ORS 477.406.

**4.3 OFFICIAL REPRESENTATIVES:**

For purposes negotiating and executing this agreement, each party shall designate an official representative. Further, the official address of each party, unless by written notice changed, shall be as follows:

**FORESTRY:**

Lena Tucker, District Forester  
Eastern Lane Unit  
Cascade District  
3150 Main Street  
Springfield, OR 97478

**COUNTY**

William VanVactor, County Administrator  
Lane County  
125 E. 8<sup>th</sup> Avenue  
Eugene, Oregon 97401

**4.4 REPRESENTATIVES OF PARTIES:**

Personnel authorized to act in the fulfillment of obligations under this contract are:

- a) FORESTRY: District Forester, Unit Forester, Forest Unit Supervisor, District Duty Officer, and the Incident Commander;
- b) COUNTY: Parks Division Manager, Parks Superintendent, Parks Leadworker, Public Works Assistant Director, County Emergency Management Coordinator.

A list of current names and telephone numbers of the employees who fill the above positions shall be updated by June 15 annually and exchanged between the parties.

During a fire incident, in the absence of a COUNTY representative and where necessary, to carry out the purposes of this agreement, COUNTY designates the FORESTRY personnel listed in Article 2.5 to act in lieu of COUNTY for the purpose of extra firefighting costs.

**4.5 PUBLIC CONTRACTS**

The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are incorporated by this reference as if fully set forth.

**2.5 FIRE INCIDENT PROCEDURES:**

In the event of a fire incident, FORESTRY will take action to control the incident as judged necessary without consultation with COUNTY. FORESTRY will coordinate with COUNTY at the earliest available time that the incident allows. Action taken, without consultation with COUNTY may include the following extra fire fighting costs: one tanker load of aerial retardant, two hours of medium helicopter time, two hours of light helicopter time and twelve hours of one, 20 person fire suppression crew.

**2.6 PROVIDE INSPECTIONS:**

FORESTRY agrees to provide personnel to conduct fire safety inspections for open burning and industrial activities to be conducted by COUNTY.

**2.7 TRAINING:**

FORESTRY will provide basic wildland fire fighter training to Park Personnel designated by COUNTY.

**ARTICLE 3  
OBLIGATIONS OF COUNTY**

**3.1 DESIGNATION OF AREA:**

COUNTY does hereby designate those areas of land described in Article 2.1 as part of this agreement. It is understood that said areas within the boundaries of COUNTY and over which COUNTY has jurisdiction under its Charter and Oregon law. However, except for the services to be provided by FORESTRY, nothing herein contained shall be construed to alleviate the statutory duties and obligations of COUNTY.

**3.2 PAYMENT FOR WORK:**

COUNTY does hereby agree to make payment, as described in Articles 2.3 and 2.4, to FORESTRY for services provided by FORESTRY under this agreement. COUNTY agrees to pay said bills within 60 days of billing date.

**3.3 FIRE PREVENTION PRECAUTIONS FOR PUBLIC USE:**

COUNTY agrees to enforce the following precautions in the area designated by this contract to minimize the risk of wildfire occurrence: 1) Over night camping allowed only by permit of COUNTY and only in areas designated on Exhibit "A"; 2) Camp fires, warming fires or other open fire will be allowed only by written permit of COUNTY and only in areas designated on Exhibit "A"; 3) No motorized vehicles allowed, except COUNTY vehicles or those specifically authorized by COUNTY; 4) No smoking allowed while traveling on foot or otherwise during fire season; 5) Smoking allowed only in closed vehicles or only while stopped in cleared areas during fire season; 6) restrict the use of lands according to proclamations of the Forester as authorized by ORS 477.535 to 477.545 in the same manner as lands situated in the Forest Protection District, which may include additional fire precautions and public closures.

**3.4 FIRE PRECAUTIONS FOR INDUSTRIAL ACTIVITIES:**

COUNTY agrees to allow representatives of FORESTRY to inspect industrial activities. COUNTY, and any agent or contractor of COUNTY, will abide by recommendations made by FORESTRY consistent with fire prevention requirements of ORS 477 and related Oregon Administrative Rules (OAR). County agrees to notify FORESTRY of industrial activities prior to commencement.

**3.5 MAINTENANCE OF FIRE FIGHTING ACCESS:**

COUNTY will construct and maintain vehicle road access, as designated on Exhibit "A" or future recommendations presented to COUNTY from FORESTRY during annual field reviews, to accommodate fire fighting vehicles including adequate turnouts, turn-a-rounds and road side clearing.

**3.6 FIRE PRECAUTIONS FOR BURNING CONDUCTED BY COUNTY:**

COUNTY agrees to obtain a permit for any open burning done in the designated area and to allow FORESTRY to inspect areas to be burned prior to burning. COUNTY agrees to follow any precautions for the burn listed by FORESTRY. FORESTRY will assist in the conduct of the burning to the extent that resources are available.

1.5 "Extra Firefighting Costs":

means costs, which are incurred by FORESTRY, for the suppression of fire on the lands herein, designated, which are costs in addition to the Regular District Costs. Extra Firefighting Costs include costs for fire suppression resources, from third parties, that are needed in addition to the regular resources of the Forest Protection District to suppress fire. These resources include crews, fire engines, aircraft, dozers, and other resources.

1.6 "Industrial activities":

include but are not limited to logging, land clearing, road construction, road maintenance, trail construction, build construction and other use of power-driven machinery.

1.7 "Forester":

means the State Forester or authorized representative.

1.8 "Fire Season":

means that period of time when the conditions of fire hazard exist so that the Forester designates fire season for the forest protection district as authorized by ORS 477.505.

1.9 "Oregon Forest Land Protection Fund:

means an emergency fund established by Oregon Legislature as an insurance fund to equalize emergency fire suppression costs among various forest protection districts. The emergency fund system is designed to operate as an "insurance policy" whereby all districts to pay fire suppression costs on "emergency fires", An emergency fire is a fire that requires greater suppression action than a district can reasonably provide at a given time and place under fire season suppression resource levels (regular district forces). Landowners within the forest protection district contribute to the fund through various mechanisms established in statutes.

**ARTICLE 2**  
**OBLIGATIONS OF FORESTRY**

2.1 AREAS TO BE PROTECTED:

The area covered by this agreement includes a total of 2,363 acres of Howard Buford Recreation Area COUNTY park forestland and is shown and described on Exhibit "A", attached hereto and by this reference made a part hereof. Area designated may be amended from time to time by mutual agreement. Amendments may include an increase, decrease, or substitution of areas. Amendments will be made in writing, signed by the official representatives, and include a revised Exhibit A. Any such amendments to be effective July 1 each year.

2.2 SERVICES PROVIDED:

FORESTRY does hereby agree to provide the areas described under Article 2.1 hereof, with that standard of protection approved by the Oregon State Board of Forestry under ORS Chapter 477, which standard that provided by forest protection districts, excluding the protection provided by the Oregon Forest Land Protection Fund. Such protection shall be for the duration of this agreement, as designated in Article 5, unless otherwise agreed in writing. FORESTRY will provide personnel trained in the inspection of industrial activities to inspect industrial activities and to provide fire safety recommendations to COUNTY.

2.3 COSTS AND BILLING FOR REGULAR DISTRICT COSTS:

FORESTRY will deliver a bill to COUNTY for the services provided under this contract on or before October 31 each year. The bill will be calculated by multiplying the Base Rate, defined in Article 1.4, by the total number of acres covered by this agreement as indicated in Article 2.1 and shown in Exhibit "A." Base rate may vary each year, and acres included may be adjusted as described by Article 2.1.

2.4 COSTS AND BILLING OF EXTRA FIREFIGHTING COSTS:

FORESTRY will bill COUNTY for the actual amount of "extra firefighting costs," defined in Article 1.5, as soon as reasonably possible after incurring said costs.

PW 5499  
"A"

COOPERATIVE AGREEMENT  
FOREST LAND PROTECTION  
Provided to  
LANE COUNTY  
By  
STATE OF OREGON - STATE FORESTER  
EASTERN LANE UNIT of the SOUTH CASCADE DISTRICT

Lane County owns or otherwise controls forestland that is outside of any fire protection district and is, therefore, unprotected from fire. Further, Lane County wants to establish fire protection for these forestlands by agreement with Eastern Lane Forest Protection Unit, South Cascade District, of The State of Oregon, Department of Forestry. The objective of this agreement is, therefore, to provide limited fire protection to the forestland herein described.

Now therefore: Lane County hereinafter referred to as "COUNTY" and the State of Oregon; acting by and through the State Forester, hereinafter referred to as "FORESTRY"; parties hereto, by the authority referenced herein, do hereby agree to the following terms and conditions.

**AUTHORITY:**

FORESTRY is authorized to enter into cooperative contracts and agreements with public and private landowners to carry out fire protection services on forestlands by Oregon Revised Statutes (ORS) 526.046 and ORS 477.406 TO 412.

COUNTY is authorized to enter into agreements for the purpose of carrying out its duties and obligations by ORS 190 and Provisions of the Lane County Home Rule Charter.

**WITNESSTH:**

THIS AGREEMENT, made on \_\_\_\_\_, 2006, by and between FORESTRY and COUNTY.

**ARTICLE 1**  
**DEFINITIONS**

- 1.1 **"Forest land":**  
means any woodland, brush land, timberland, grazing land or clearing, which, during any time of the year, contains enough flammable forest growth, slashing or vegetation to constitute, in the judgment of the forester, a fire hazard, regardless of how the land is zoned or taxed.
- 1.2 **"Forest Protection District":**  
means Eastern Lane Forest Protection Unit, South Cascade District, established pursuant to ORS 477.225, and which is operated under procedures set forth in ORS Chapter 477.
- 1.3 **"Regular District Cost":**  
means the ordinary costs of regularly budgeted and employed personnel and equipment of the Forest Protection District. Those fire-fighting resources of the Eastern Lane Unit that are normally available for fire suppression.
- 1.4 **"Base Rate":**  
means the rate to be paid by COUNTY for services provided by FORESTRY, with Regular District Costs, under this agreement. Said rate to be per acre and is the amount listed as the "Local Public Lands Rate" in the "Fire Protection Fiscal Budget" for the Forest Protection District during the fiscal year that the costs are incurred. The Fire Protection Fiscal Budget is developed annually for the fiscal year (July 1 to June 30). The "Base Rate," as an example, is \$1.4469 per acre for the 2006 fiscal year. The base rate will vary each fiscal year.