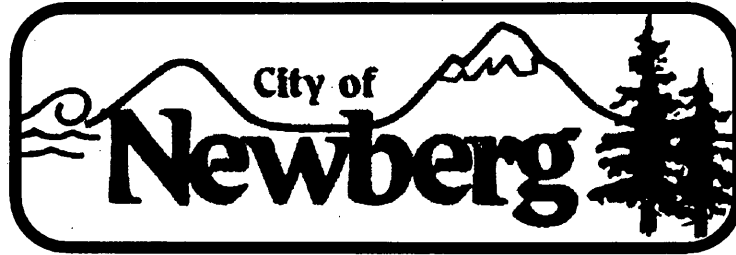


Original
Signed
Agr.'s

30004-01279

Fire Department

Fire Chief
Michael B. Sherman



414 E. Second Street
Newberg, OR. 97132-3006
(503) 537-1230
Fax: (503) 538-7441

July 24, 1995

COPY

Gary Nees, Administrative Chief
Tualatin Valley Fire & Rescue
20665 SW Blanton
Aloha, OR. 97007

Dear Gary,

Here is the long awaited original of our Mutual Response Agreement for your file. Please forward a color copy of the large district map I have included to the WACCA dispatch center. The blue areas, they will be dispatching us automatically on first alarm structure fires. In the pink area, our dispatch will be requesting a unit from the appropriate district in Washington County.

This should finally codify what we've already been doing for years. If you can handle the connection with your dispatch center I would appreciate it. Please contact me if you have any problems or concerns.

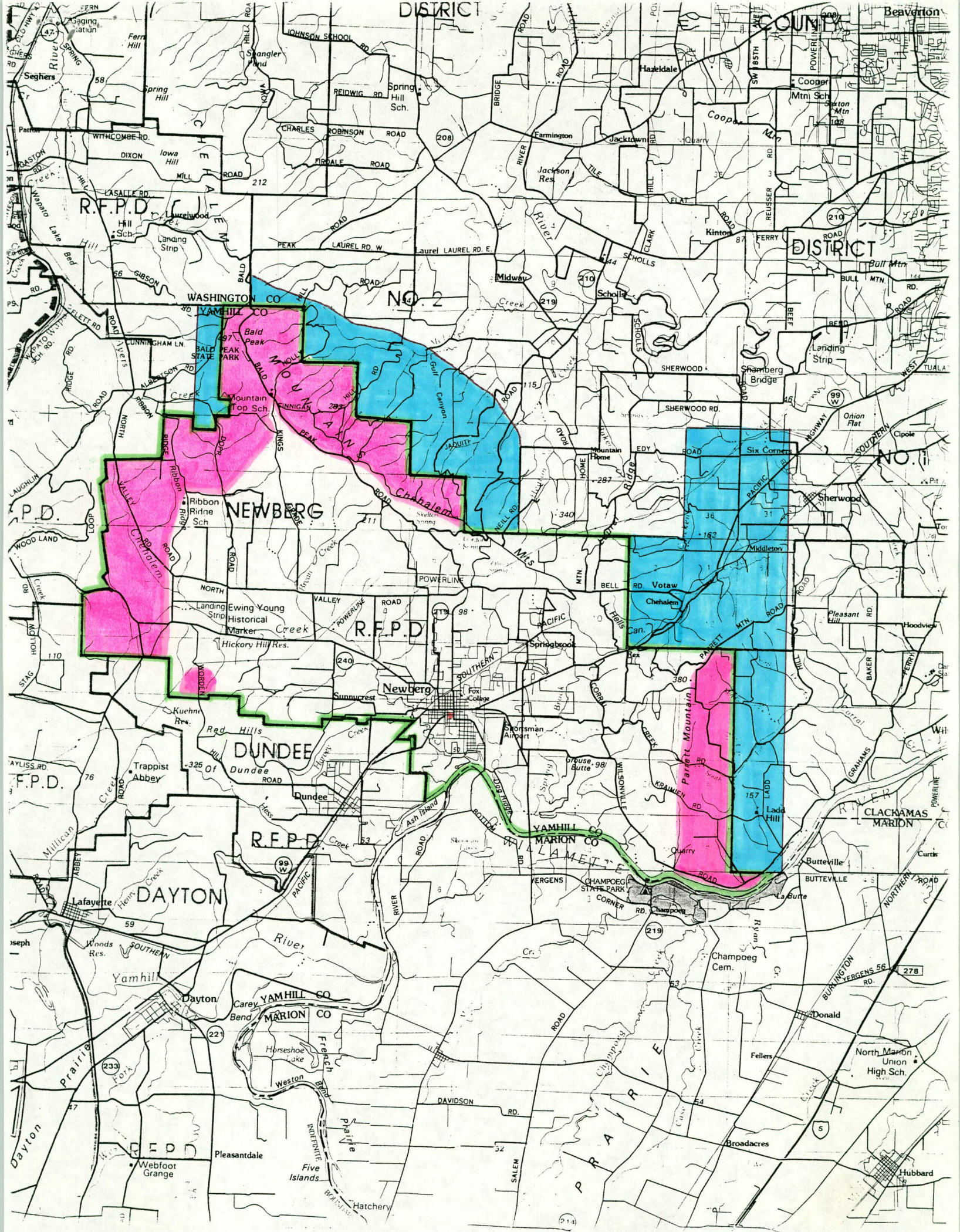
Sincerely,

Michael B. Sherman



Home of Old Fashioned Festival





MUTUAL AID -- AUTOMATIC RESPONSE AGREEMENT

CITY OF NEWBERG -- WASHINGTON COUNTY RFPD No. 2

This agreement is made and entered into this 20th day of June, 1995 by and between the **City of Newberg, an Oregon municipal corporation** and **Washington County RFPD No. 2**, a Rural Fire Protection District, formed under ORS Chapter 478, for the purpose securing to each the benefits of mutual aid assistance in medical emergencies, fire protection, firefighting and civil defence and other natural or man-made disasters.

WHEREAS, The Newberg Rural Fire Protection District which is served by contract by the City of Newberg adjoins Washington County RFPD No. 2; and

WHEREAS, It may be beneficial at times to render or receive mutual assistance at or near the common boundary; and

WHEREAS, It may also be desirable to provide automatic response between the two jurisdictions in certain areas encompassing both jurisdictions; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, This Agreement is in compliance with the provisions of the Oregon State Fire Service Plan currently in effect.

NOW, THEREFORE, the parties agree as follows:

Section 1.

- A. Each of the parties hereto shall furnish to the other party such assistance as may be deemed necessary by the person in charge of the incident or in command of firefighters and equipment at an incident in the jurisdiction where such incident occurs.
- B. Automatic aid shall apply to areas of either district where an adjoining district may have a station closer to the incident. If necessary, a map may be attached to this agreement to designate these approximate areas. Only such firefighters and equipment shall be dispatched to assist the requesting party as may, in the opinion of the Fire Chief of the jurisdiction from which aid is requested or of the commanding officer then on duty, be spared for rendering such aid and assistance.
- C. It is also agreed that any such assistance shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance.
- D. It is further agreed that aid and assistance given under order of the State Director of Emergency in the event of proclamation by the Governor or the existence of an emergency or under the "Emergency Conflagration Act" shall be governed by this act. Implementation of such aid and assistance shall conform to the Oregon Fire Services Plan, as published by the office of State Fire Marshal.

Section 2.

When firefighters and/or equipment are furnished upon call pursuant to this agreement, the person in charge of the fire suppression or incident control in the jurisdiction where such incident occurs shall have supervision over the firefighters and equipment furnished during the time when a fire or incident is being

fought and/or controlled. Provided, however, when such officers shall not have arrived at the fire or incident, the chief or commanding officer of the firefighters and equipment dispatched from the party rendering aid shall be in command of the fire until the arrival of the chief or officer of the party requesting aid and during such time shall exercise all lawful authority of the chief of such district.

Section 3.

- A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury of death occurring to personnel or equipment as a consequence of the performance of this agreement.
- B. The party responding to a request for assistance under the terms of this agreement shall save and hold harmless the requesting party from and indemnify the requesting party against any and all third party liability for or on account of any death or injury to persons, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this agreement. Each party hereto agrees to obtain liability insurance covering its activities assumed under this agreement, to the minimum dollar amounts provided by ORS 30.270.

Section 4.

Nothing in this agreement shall be construed to prevent the chief or commanding officer of the firefighters and equipment of the party rendering assistance from refusing, in the exercise of his best judgment and discretion, to commit firefighters or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the party furnishing aid on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.

Section 5

Each party hereto shall receive and transmit without charge such calls for firefighters and equipment for fire suppression and incident control as may be received when authorized by and transmitted in accordance with the regulations of the Federal Communications Commission.

Section 6.

The effective date of the Agreement is the date and year first above written. The term of this Agreement is from the effective date aforementioned until such time either party terminates this Agreement by providing thirty (30) days written notice to the other party of its intention terminate. Such notice of termination shall be sent to the governing body of said party and a copy thereof shall also be sent to the Chief of the Department so notified of such termination.

IN WITNESS WHEREOF, the parties undersigned pursuant to ordinance or resolutions duly and regularly adopted, have caused this Agreement to be signed and attested by the officers shown on the day and year first above written.

CITY OF NEWBERG

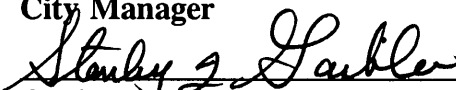
WASHINGTON COUNTY RFPD No. 2

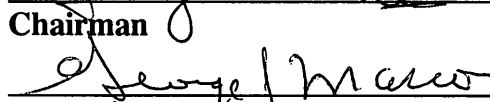


City Manager

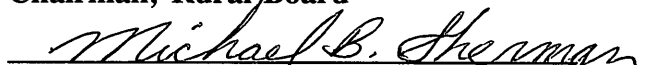


Chairman


Chairman, Rural Board



Secretary

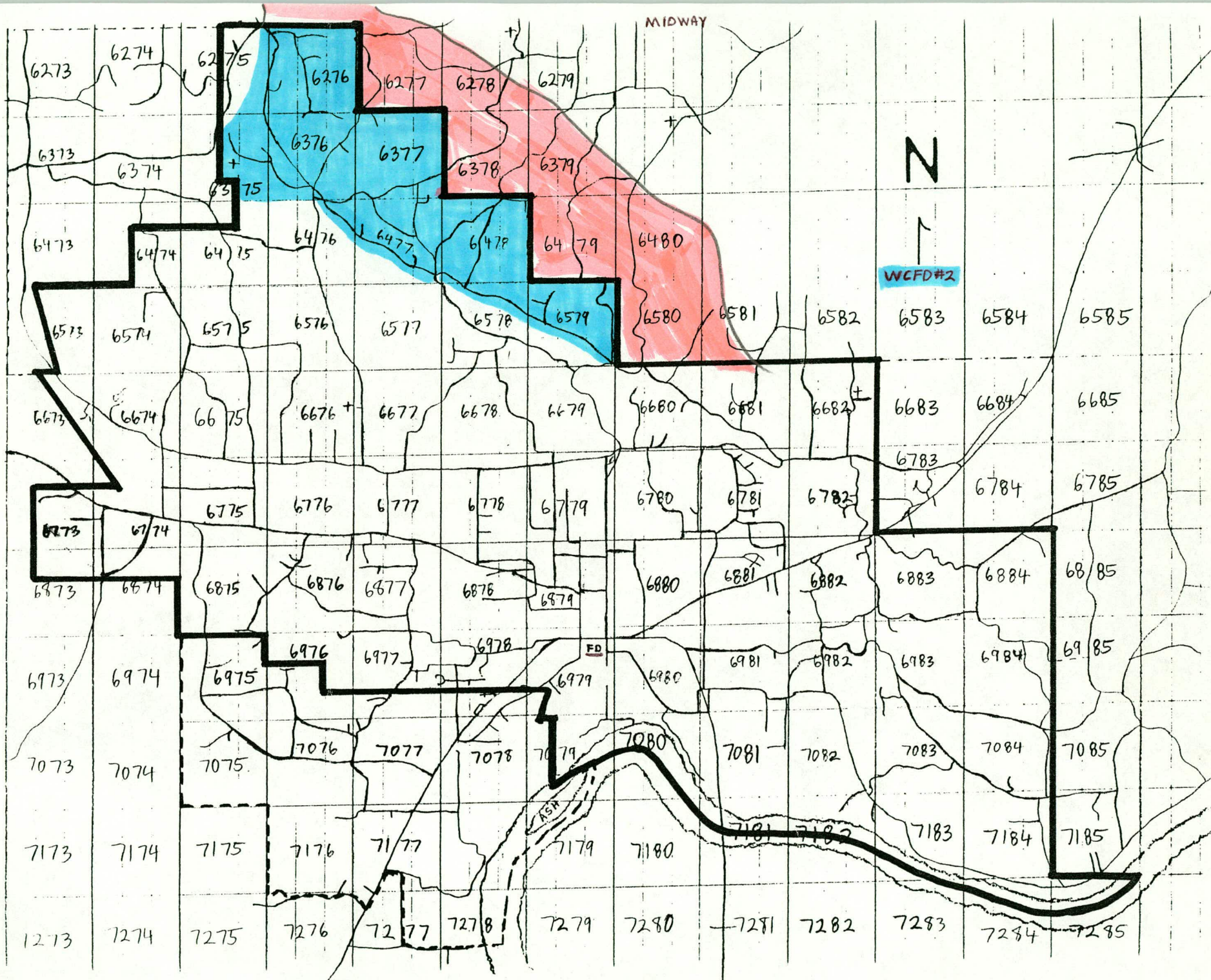

Fire Chief


Fire Chief

Legal Description:

Automatic Response Area within NRFPD with WCFPD #2

Those areas within T2S - R2W, Section 31 and within T2S - R3W, Sections: 15; 16; 21; 22; 23; 25; 26; 27 and 36, that are within the boundaries of the NRFPD and are accessed by NE Bald Peak Rd, NE Bachelor Blvd, NE Brooks Ln, SW Buckhaven Rd, NE Cady Rd, NE Camelot Ln, NE Casavant Dr, NE Colby Ln, NE Cougar Hill Rd, NE Ellis Ln, SW Finnigan Hill Rd, NE Guenther Rd, NE Holly Hill Rd, NE Jaquith Rd, NE Lews Rd, SW McCormick Hill Rd, NE Melott Rd, NE Mel Vista Rd, NE Mountain Top Rd, NE Oak Grove Rd, NE Ornduff Rd, NE Sunrise Peaks Rd, NE Turner Ln and NE Vista Hill Rd.



MUTUAL AID -- AUTOMATIC RESPONSE AGREEMENT

CITY OF NEWBERG -- CARLTON RURAL FIRE DEPARTMENT

This agreement is made and entered into this June day of 20th, 19 95 by and between the **City of Newberg, an Oregon municipal corporation** and **Carlton Rural Fire Department**, a Rural Fire Protection District, formed under ORS Chapter 478, for the purpose securing to each the benefits of mutual aid assistance in medical emergencies, fire protection, firefighting and civil defence and other natural or man-made disasters.

WHEREAS, The Newberg Rural Fire Protection District which is served by contract by the City of Newberg adjoins Carlton Rural Fire Department; and

WHEREAS, It may be beneficial at times to render or receive mutual assistance at or near the common boundary; and

WHEREAS, It may also be desirable to provide automatic response between the two jurisdictions in certain areas encompassing both jurisdictions; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, This Agreement is in compliance with the provisions of the Oregon State Fire Service Plan currently in effect.

NOW, THEREFORE, the parties agree as follows:

Section 1.

- A. Each of the parties hereto shall furnish to the other party such assistance as may be deemed necessary by the person in charge of the incident or in command of firefighters and equipment at an incident in the jurisdiction where such incident occurs.
- B. Automatic aid shall apply to areas of either district where an adjoining district may have a station closer to the incident. If necessary, a map may be attached to this agreement to designate these approximate areas. Only such firefighters and equipment shall be dispatched to assist the requesting party as may, in the opinion of the Fire Chief of the jurisdiction from which aid is requested or of the commanding officer then on duty, be spared for rendering such aid and assistance.
- C. It is also agreed that any such assistance shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance.
- D. It is further agreed that aid and assistance given under order of the State Director of Emergency in the event of proclamation by the Governor or the existence of an emergency or under the "Emergency Conflagration Act" shall be governed by this act. Implementation of such aid and assistance shall conform to the Oregon Fire Services Plan, as published by the office of State Fire Marshal.

Section 2.

When firefighters and/or equipment are furnished upon call pursuant to this agreement, the person in charge of the fire suppression or incident control in the jurisdiction where such incident occurs shall have supervision over the firefighters and equipment furnished during the time when a fire or incident is being

fought and/or controlled. Provided, however, when such officers shall not have arrived at the fire or incident, the chief or commanding officer of the firefighters and equipment dispatched from the party rendering aid shall be in command of the fire until the arrival of the chief or officer of the party requesting aid and during such time shall exercise all lawful authority of the chief of such district.

Section 3.

- A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury of death occurring to personnel or equipment as a consequence of the performance of this agreement.
- B. The party responding to a request for assistance under the terms of this agreement shall save and hold harmless the requesting party from and indemnify the requesting party against any and all third party liability for or on account of any death or injury to persons, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this agreement. Each party hereto agrees to obtain liability insurance covering its activities assumed under this agreement, to the minimum dollar amounts provided by ORS 30.270.

Section 4.

Nothing in this agreement shall be construed to prevent the chief or commanding officer of the firefighters and equipment of the party rendering assistance from refusing, in the exercise of his best judgment and discretion, to commit firefighters or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the party furnishing aid on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.

Section 5

Each party hereto shall receive and transmit without charge such calls for firefighters and equipment for fire suppression and incident control as may be received when authorized by and transmitted in accordance with the regulations of the Federal Communications Commission.

Section 6.

The effective date of the Agreement is the date and year first above written. The term of this Agreement is from the effective date aforementioned until such time either party terminates this Agreement by providing thirty (30) days written notice to the other party of its intention terminate. Such notice of termination shall be sent to the governing body of said party and a copy thereof shall also be sent to the Chief of the Department so notified of such termination.

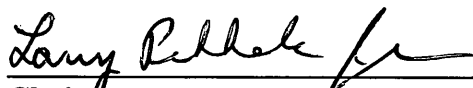
IN WITNESS WHEREOF, the parties undersigned pursuant to ordinance or resolutions duly and regularly adopted, have caused this Agreement to be signed and attested by the officers shown on the day and year first above written.

CITY OF NEWBERG

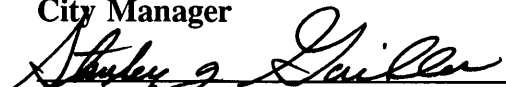
CARLTON RURAL FIRE DEPARTMENT



City Manager



Chairman



Chairman, Rural Board



Secretary



Fire Chief



Fire Chief

Legal Description:

Automatic Response Area within NRPFD with Carlton RFPD

Those areas with T3S - R3W, Sections; 8; 17, that are within the boundaries of the NRFPD and are accessed by NE Kuehne Rd and NE Kinney Rd.

WASHINGTON COUNTY

GASTON FIRE

W.C.F.D.#2

YAMHILL COUNTY

FLETT

CUNNINGHAM

CHEHALEM WAY

MELOTT

RIDGE

SPRING HILL

LAUGHLIN

ALBERTSON

GASTON FIRE

DOPP

COUNTRY RIDGE

BALD PEAK

TYKESON

KINGS GRADE

YAMHILL FIRE

NORTH VALLEY

HWY-240

YFD

HWY-240

YAMHILL FIRE

RIDGE

DOPP

NORTH VALLEY

GOSPEL

HAPS

RIBBON

KUEHNE

KINNEY

NO

MANS

CARLTON FIRE

HENDRICKS

ABBIEY

OAK SPRINGS FARM

DUNDEE FIRE

WORDEN HILL

WILLIAMSON
DUDLEY

WORDEN HILL

N

CFD

LFD

MUTUAL AID -- AUTOMATIC RESPONSE AGREEMENT

CITY OF NEWBERG -- YAMHILL FIRE PROTECTION DISTRICT

This agreement is made and entered into this 4TH day of APRIL, 19 95 by and between the **City of Newberg, an Oregon municipal corporation** and **Yamhill Fire Protection District**, a Rural Fire Protection District, formed under ORS Chapter 478, for the purpose securing to each the benefits of mutual aid assistance in medical emergencies, fire protection, firefighting and civil defence and other natural or man-made disasters.

WHEREAS, The Newberg Rural Fire Protection District which is served by contract by the City of Newberg adjoins Yamhill Fire Protection District; and

WHEREAS, It may be beneficial at times to render or receive mutual assistance at or near the common boundary; and

WHEREAS, It may also be desirable to provide automatic response between the two jurisdictions in certain areas encompassing both jurisdictions; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, This Agreement is in compliance with the provisions of the Oregon State Fire Service Plan currently in effect.

NOW, THEREFORE, the parties agree as follows:

Section 1.

- A. Each of the parties hereto shall furnish to the other party such assistance as may be deemed necessary by the person in charge of the incident or in command of firefighters and equipment at an incident in the jurisdiction where such incident occurs.
- B. Automatic aid shall apply to areas of either district where an adjoining district may have a station closer to the incident. If necessary, a map may be attached to this agreement to designate these approximate areas. Only such firefighters and equipment shall be dispatched to assist the requesting party as may, in the opinion of the Fire Chief of the jurisdiction from which aid is requested or of the commanding officer then on duty, be spared for rendering such aid and assistance.
- C. It is also agreed that any such assistance shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance.
- D. It is further agreed that aid and assistance given under order of the State Director of Emergency in the event of proclamation by the Governor or the existence of an emergency or under the "Emergency Conflagration Act" shall be governed by this act. Implementation of such aid and assistance shall conform to the Oregon Fire Services Plan, as published by the office of State Fire Marshal.

Section 2.

When firefighters and/or equipment are furnished upon call pursuant to this agreement, the person in charge of the fire suppression or incident control in the jurisdiction where such incident occurs shall have supervision over the firefighters and equipment furnished during the time when a fire or incident is being

fought and/or controlled. Provided, however, when such officers shall not have arrived at the fire or incident, the chief or commanding officer of the firefighters and equipment dispatched from the party rendering aid shall be in command of the fire until the arrival of the chief or officer of the party requesting aid and during such time shall exercise all lawful authority of the chief of such district.

Section 3.

- A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury of death occurring to personnel or equipment as a consequence of the performance of this agreement.
- B. The party responding to a request for assistance under the terms of this agreement shall save and hold harmless the requesting party from and indemnify the requesting party against any and all third party liability for or on account of any death or injury to persons, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this agreement. Each party hereto agrees to obtain liability insurance covering its activities assumed under this agreement, to the minimum dollar amounts provided by ORS 30.270.

Section 4.

Nothing in this agreement shall be construed to prevent the chief or commanding officer of the firefighters and equipment of the party rendering assistance from refusing, in the exercise of his best judgment and discretion, to commit firefighters or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the party furnishing aid on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.

Section 5

Each party hereto shall receive and transmit without charge such calls for firefighters and equipment for fire suppression and incident control as may be received when authorized by and transmitted in accordance with the regulations of the Federal Communications Commission.

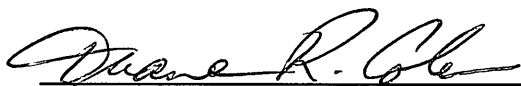
Section 6.

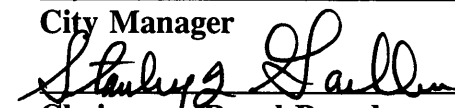
The effective date of the Agreement is the date and year first above written. The term of this Agreement is from the effective date aforementioned until such time either party terminates this Agreement by providing thirty (30) days written notice to the other party of its intention terminate. Such notice of termination shall be sent to the governing body of said party and a copy thereof shall also be sent to the Chief of the Department so notified of such termination.

IN WITNESS WHEREOF, the parties undersigned pursuant to ordinance or resolutions duly and regularly adopted, have caused this Agreement to be signed and attested by the officers shown on the day and year first above written.

CITY OF NEWBERG

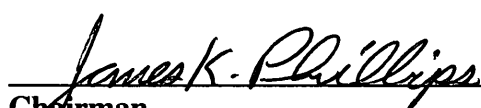
YAMHILL FIRE PROTECTION DISTRICT

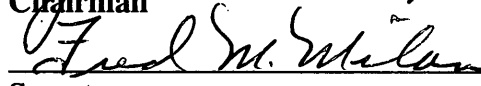


City Manager


Chairman, Rural Board


Fire Chief



Chairman


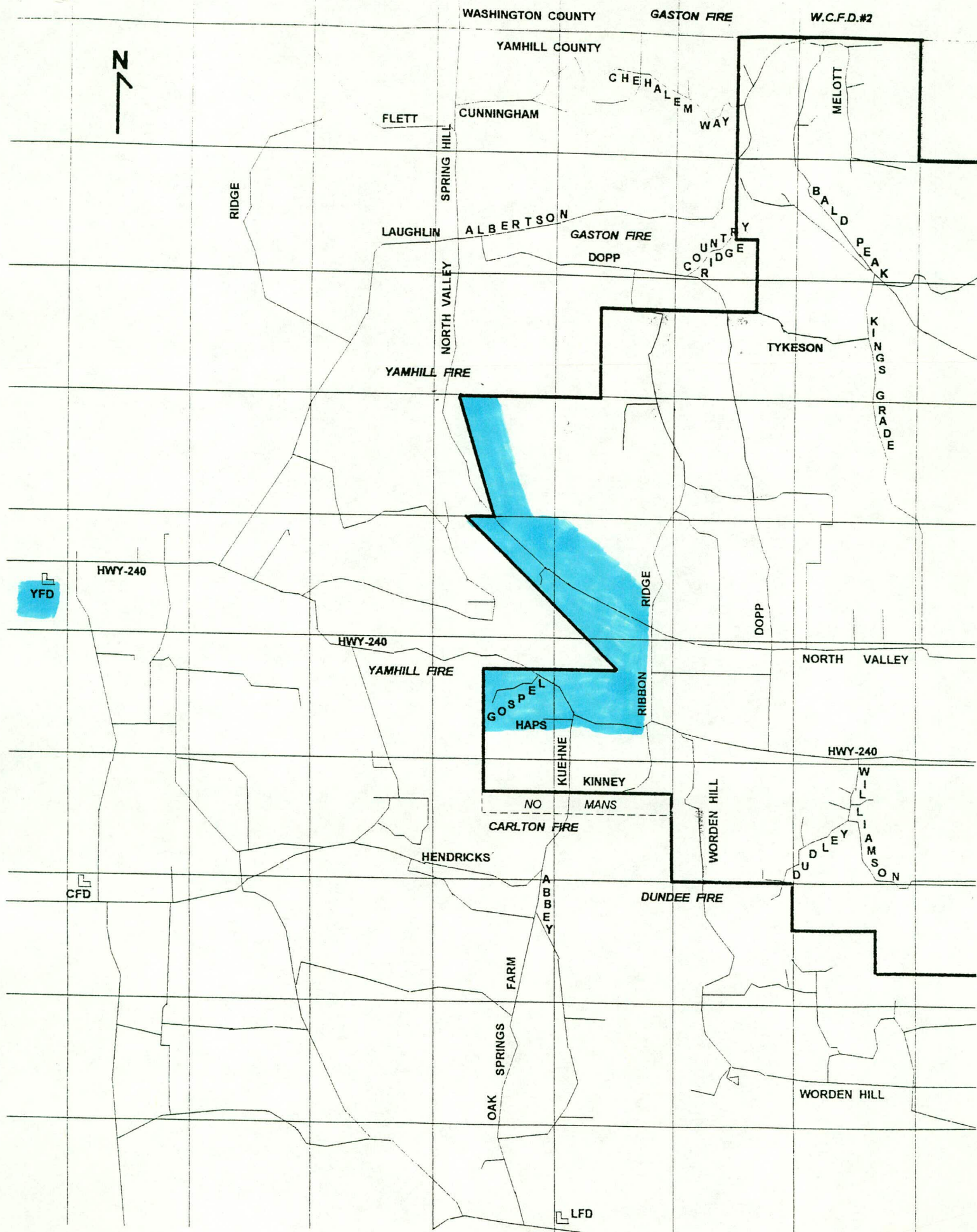
Secretary


Fire Chief

Legal Description:

Automatic Response Area within NRPFD with Yamhill RFPD

Those areas with T2S - R3W, Sections; 30; 31; 32, and within T3S - R3W, Sections; 5; 6; 7; 8, that are within the boundaries of the NRFPD and are accessed by NE Baker Trail Ln, NE Gospel Ln, NE Haps Ln, NE Hwy 240 and NE North Valley Rd.



MUTUAL AID -- AUTOMATIC RESPONSE AGREEMENT

CITY OF NEWBERG -- GASTON RFPD

This agreement is made and entered into this 20th day of June, 1995 by and between the **City of Newberg, an Oregon municipal corporation** and **Gaston RFPD**, a Rural Fire Protection District, formed under ORS Chapter 478, for the purpose securing to each the benefits of mutual aid assistance in medical emergencies, fire protection, firefighting and civil defence and other natural or man-made disasters.

WHEREAS, The Newberg Rural Fire Protection District which is served by contract by the City of Newberg adjoins Gaston RFPD; and

WHEREAS, It may be beneficial at times to render or receive mutual assistance at or near the common boundary; and

WHEREAS, It may also be desirable to provide automatic response between the two jurisdictions in certain areas encompassing both jurisdictions; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, This Agreement is in compliance with the provisions of the Oregon State Fire Service Plan currently in effect.

NOW, THEREFORE, the parties agree as follows:

Section 1.

- A. Each of the parties hereto shall furnish to the other party such assistance as may be deemed necessary by the person in charge of the incident or in command of firefighters and equipment at an incident in the jurisdiction where such incident occurs.
- B. Automatic aid shall apply to areas of either district where an adjoining district may have a station closer to the incident. If necessary, a map may be attached to this agreement to designate these approximate areas. Only such firefighters and equipment shall be dispatched to assist the requesting party as may, in the opinion of the Fire Chief of the jurisdiction from which aid is requested or of the commanding officer then on duty, be spared for rendering such aid and assistance.
- C. It is also agreed that any such assistance shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance.
- D. It is further agreed that aid and assistance given under order of the State Director of Emergency in the event of proclamation by the Governor or the existence of an emergency or under the "Emergency Conflagration Act" shall be governed by this act. Implementation of such aid and assistance shall conform to the Oregon Fire Services Plan, as published by the office of State Fire Marshal.

Section 2.

When firefighters and/or equipment are furnished upon call pursuant to this agreement, the person in charge of the fire suppression or incident control in the jurisdiction where such incident occurs shall have supervision over the firefighters and equipment furnished during the time when a fire or incident is being

fought and/or controlled. Provided, however, when such officers shall not have arrived at the fire or incident, the chief or commanding officer of the firefighters and equipment dispatched from the party rendering aid shall be in command of the fire until the arrival of the chief or officer of the party requesting aid and during such time shall exercise all lawful authority of the chief of such district.

Section 3.

- A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury of death occurring to personnel or equipment as a consequence of the performance of this agreement.
- B. The party responding to a request for assistance under the terms of this agreement shall save and hold harmless the requesting party from and indemnify the requesting party against any and all third party liability for or on account of any death or injury to persons, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this agreement. Each party hereto agrees to obtain liability insurance covering its activities assumed under this agreement, to the minimum dollar amounts provided by ORS 30.270.

Section 4.

Nothing in this agreement shall be construed to prevent the chief or commanding officer of the firefighters and equipment of the party rendering assistance from refusing, in the exercise of his best judgment and discretion, to commit firefighters or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the party furnishing aid on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.

Section 5

Each party hereto shall receive and transmit without charge such calls for firefighters and equipment for fire suppression and incident control as may be received when authorized by and transmitted in accordance with the regulations of the Federal Communications Commission.

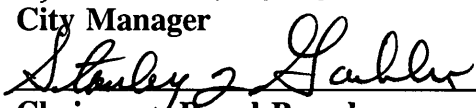
Section 6.

The effective date of the Agreement is the date and year first above written. The term of this Agreement is from the effective date aforementioned until such time either party terminates this Agreement by providing thirty (30) days written notice to the other party of its intention terminate. Such notice of termination shall be sent to the governing body of said party and a copy thereof shall also be sent to the Chief of the Department so notified of such termination.

IN WITNESS WHEREOF, the parties undersigned pursuant to ordinance or resolutions duly and regularly adopted, have caused this Agreement to be signed and attested by the officers shown on the day and year first above written.

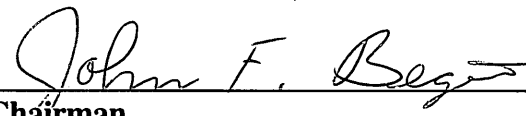
CITY OF NEWBERG


City Manager

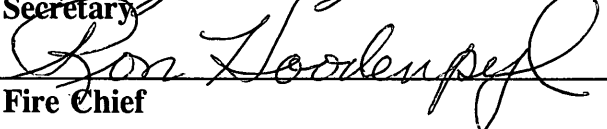

Chairman, Rural Board


Fire Chief

GASTON RFPD


Chairman

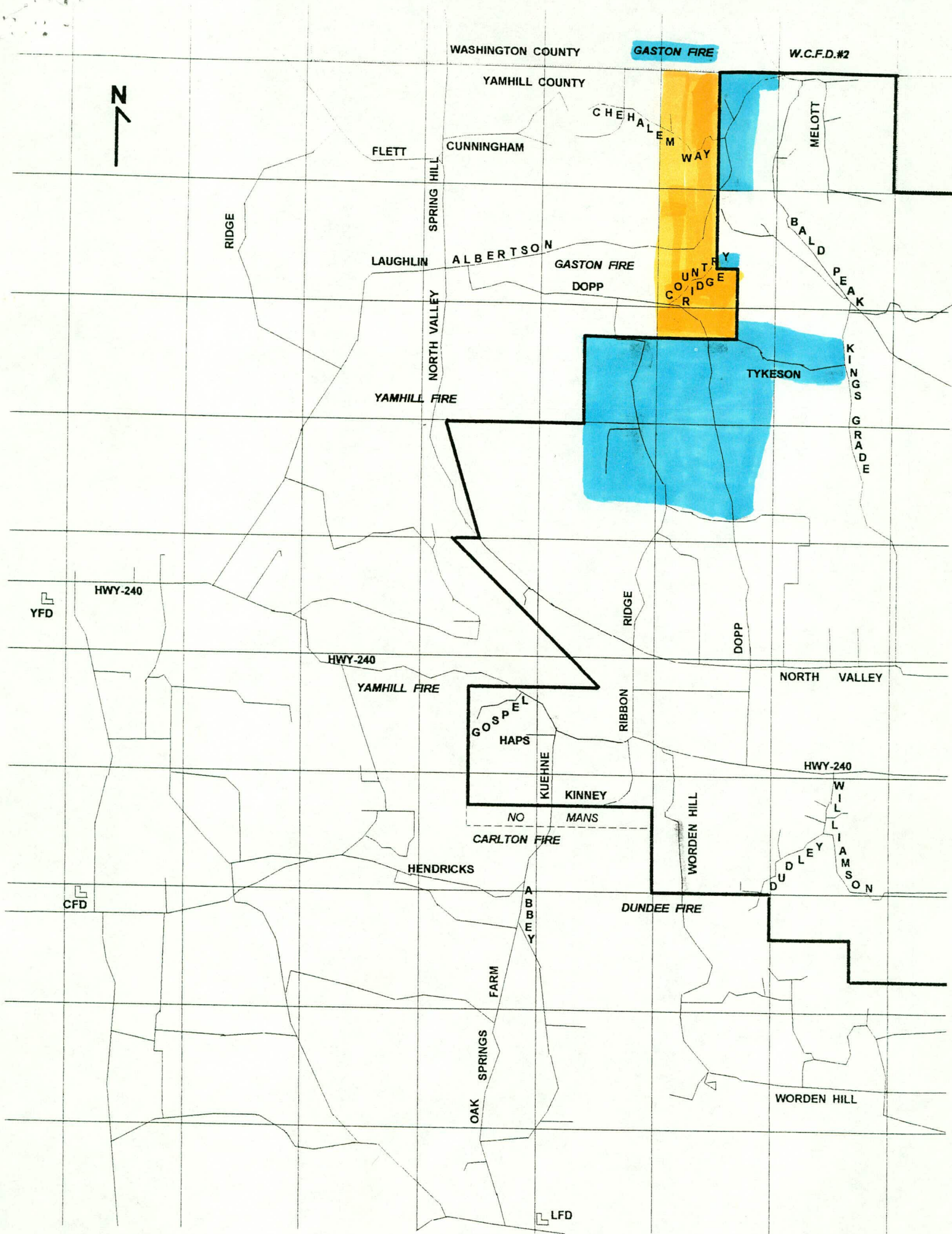

Secretary


Fire Chief

Legal Description:

Automatic Response Area within NRFPD with Gaston RFPD

Those areas with T2S - R3W, Sections; 16; 21; 22; 27; 28; 29; 32; 33, that are within the boundaries of the NRFPD and are accessed by NE Albertson Rd, NE Chehalem Way, NE Country Ridge Rd, NE Dopp Rd, NE Ribbon Ridge Rd, NE Ridgeview Rd, NE Tykeson Rd and NE Wind Ridge Rd.



MUTUAL AID -- AUTOMATIC RESPONSE AGREEMENT

CITY OF NEWBERG -- TUALATIN VALLEY FIRE & RESCUE

This agreement is made and entered into this 20th day of June, 1995 by and between the City of Newberg, an Oregon municipal corporation and Tualatin Valley Fire & Rescue, a Rural Fire Protection District, formed under ORS Chapter 478, for the purpose securing to each the benefits of mutual aid assistance in medical emergencies, fire protection, firefighting and civil defense and other natural or man-made disasters.

WHEREAS, The Newberg Rural Fire Protection District which is served by contract by the City of Newberg adjoins Tualatin Valley Fire & Rescue; and

WHEREAS, It may be beneficial at times to render or receive mutual assistance at or near the common boundary; and

WHEREAS, It may be desirable to provide automatic response between the two jurisdictions in certain areas encompassing both jurisdictions; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, This Agreement is in compliance with the provisions of the Oregon State Fire Service Plan currently in effect.

NOW, THEREFORE, the parties agree as follows:

Section 1.

- A. Each of the parties hereto shall furnish to the other party such assistance as may be deemed necessary by the person in charge of the incident or in command of firefighters and equipment at an incident in the jurisdiction where such incident occurs.
- B. Automatic aid shall apply to areas of either district where an adjoining district may have a station closer to the incident. If necessary, a map may be attached to this agreement to designate these approximate areas. Only such firefighters and equipment shall be dispatched to assist the requesting party as may, in the opinion of the Fire Chief of the jurisdiction from which aid is requested or of the commanding officer then on duty, be spared for rendering such aid and assistance.
- C. It is also agreed that any such assistance shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance.
- D. It is further agreed that aid and assistance given under order of the State Director of Emergency in the event of proclamation by the Governor or the existence of an emergency or under the "Emergency Conflagration Act" shall be governed by this act. Implementation of such aid and assistance shall conform to the Oregon Fire Services Plan, as published by the office of State Fire Marshal.

Section 2.

When firefighters and/or equipment are furnished upon call pursuant to this agreement, the person in charge of the fire suppression or incident control in the jurisdiction where such incident occurs shall have supervision over the firefighters and equipment furnished during the time when a fire or incident is being

fought and/or controlled. Provided, however, when such officers shall not have arrived at the fire or incident, the chief or commanding officer of the firefighters and equipment dispatched from the party rendering aid shall be in command of the fire until the arrival of the chief or officer of the party requesting aid and during such time shall exercise all lawful authority of the chief of such district.

Section 3.

- A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury or death occurring to personnel or equipment as a consequence of the performance of this agreement.
- B. The party responding to a request for assistance under the terms of this agreement shall save and hold harmless the requesting party from and indemnify the requesting party against any and all third party liability for or on account of any death or injury to persons, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this agreement. Each party hereto agrees to obtain liability insurance covering its activities assumed under this agreement, to the minimum dollar amounts provided by ORS 30.270.

Section 4.

Nothing in this agreement shall be construed to prevent the chief or commanding officer of the firefighters and equipment of the party rendering assistance from refusing, in the exercise of his best judgment and discretion, to commit firefighters or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the party furnishing aid on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.

Section 5.

Each party hereto shall receive and transmit without charge such calls for firefighters and equipment for fire suppression and incident control as may be received when authorized by and transmitted in accordance with the regulations of the Federal Communications Commission.

Section 6.

The effective date of the Agreement is the date and year first above written. The term of this Agreement is from the effective date aforementioned until such time either party terminates this Agreement by providing thirty (30) days written notice to the other party of its intention terminate. Such notice of termination shall be sent to the governing body of said party and a copy thereof shall also be sent to the Chief of the Department so notified of such termination.

Section 7.

The parties agree that, at the request of Tualatin Valley Fire & Rescue, the Newberg Rural Fire Protection District shall respond under Automatic Aid in those areas southwest of the City of Sherwood on those occasions when the Sherwood First Response Engine is out of its area.

Section 8.

The scope of this Agreement does not include response to hazardous materials incidents. Tualatin Valley Fire and Rescue has entered into an agreement with the State of Oregon to act as a Regional Hazardous Materials Response Team and, if appropriate, will respond to such incidents pursuant to that agreement.

IN WITNESS WHEREOF, the parties undersigned pursuant to ordinance or resolutions duly and regularly adopted, have caused this Agreement to be signed and attested by the officers shown on the day and year first above written.

CITY OF NEWBERG

TUALATIN VALLEY FIRE & RESCUE



City Manager

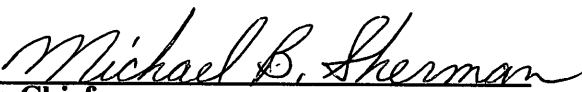


President

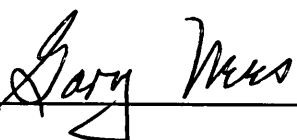


Chairman, Rural Board

Secretary



Fire Chief

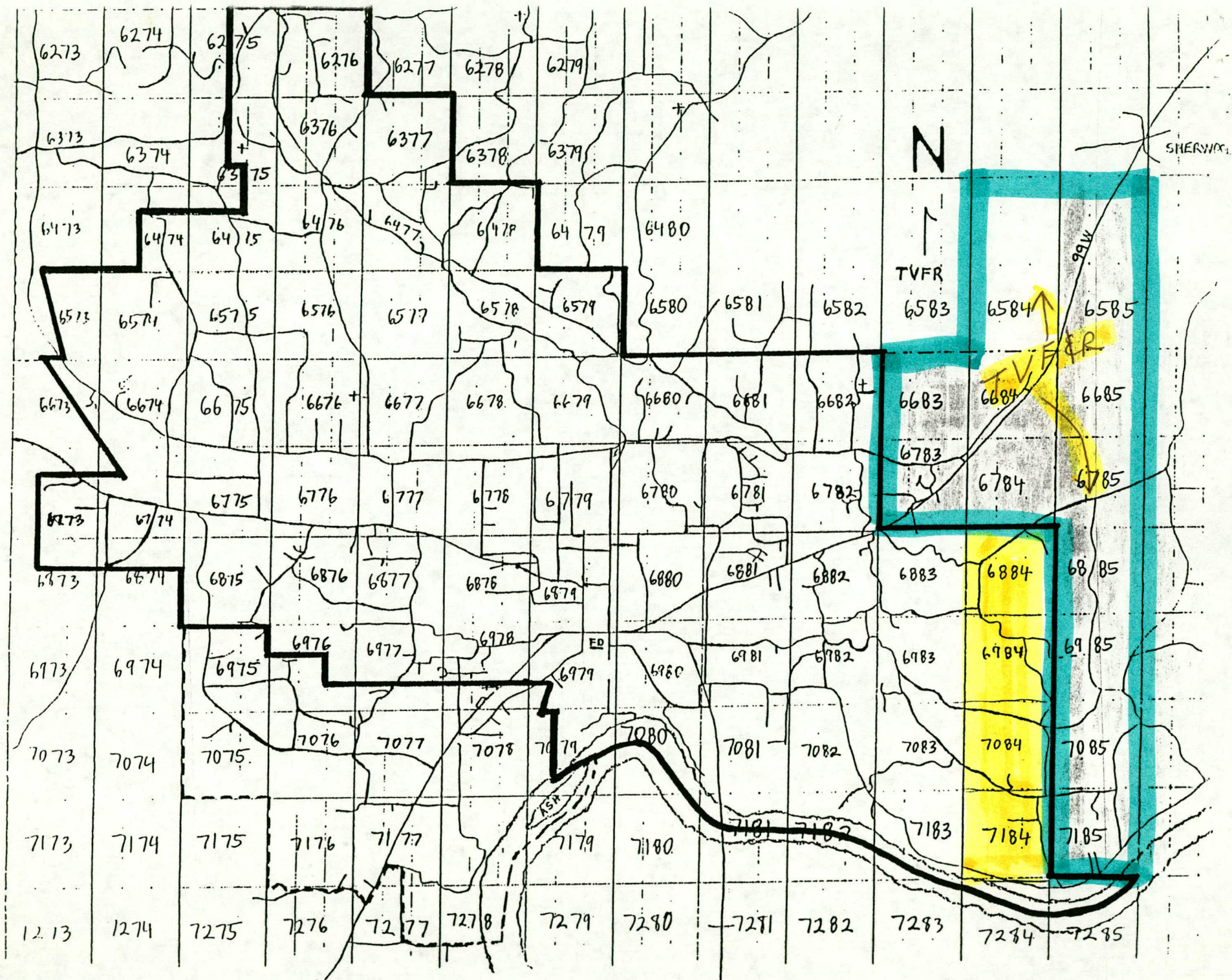


Fire Chief

Legal Description:

Automatic Response Area within NRFPD with TVF & R

Those areas with T3S - R2W, Sections; 13; 24; 25; 36 and within T4S - R1W, Section 6 and within T4S - R2W, Section 1, that are within the boundaries of the NRFPD and are accessed by NE Corral Creek Rd, NE Earlwood Rd, NE Kramien Rd, NE Parrett Mountain Rd, NE Rising Star Ln, NE Rocky Hill Rd, NE Smith Rd, NE Wildhorse Mountain Rd and Wilsonville Rd.



MUTUAL AID -- AUTOMATIC RESPONSE AGREEMENT

CITY OF NEWBERG -- DUNDEE FIRE DEPARTMENT

This agreement is made and entered into this 22 day of MARCH, 1995 by and between the **City of Newberg, an Oregon municipal corporation** and **City of Dundee, an Oregon Municipal Corp.**, and the **Dundee Fire Department**, formed under ORS Chapter 478, for the purpose securing to each the benefits of mutual aid assistance in medical emergencies, fire protection, firefighting and civil defence and other natural or man-made disasters.

WHEREAS, The Newberg Rural Fire Protection District which is served by contract by the City of Newberg adjoins Dundee Fire Department; and

WHEREAS, It may be beneficial at times to render or receive mutual assistance at or near the common boundary; and

WHEREAS, It may also be desirable to provide automatic response between the two jurisdictions in certain areas encompassing both jurisdictions; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, This Agreement is in compliance with the provisions of the Oregon State Fire Service Plan currently in effect.

NOW, THEREFORE, the parties agree as follows:

Section 1.

- A. Each of the parties hereto shall furnish to the other party such assistance as may be deemed necessary by the person in charge of the incident or in command of firefighters and equipment at an incident in the jurisdiction where such incident occurs.
- B. Automatic aid shall apply to areas of either district where an adjoining district may have a station closer to the incident. If necessary, a map may be attached to this agreement to designate these approximate areas. Only such firefighters and equipment shall be dispatched to assist the requesting party as may, in the opinion of the Fire Chief of the jurisdiction from which aid is requested or of the commanding officer then on duty, be spared for rendering such aid and assistance.
- C. It is also agreed that any such assistance shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance.
- D. It is further agreed that aid and assistance given under order of the State Director of Emergency in the event of proclamation by the Governor or the existence of an emergency or under the "Emergency Conflagration Act" shall be governed by this act. Implementation of such aid and assistance shall conform to the Oregon Fire Services Plan, as published by the office of State Fire Marshal.

Section 2.

When firefighters and/or equipment are furnished upon call pursuant to this agreement, the person in charge of the fire suppression or incident control in the jurisdiction where such incident occurs shall have supervision over the firefighters and equipment furnished during the time when a fire or incident is being

fought and/or controlled. Provided, however, when such officers shall not have arrived at the fire or incident, the chief or commanding officer of the firefighters and equipment dispatched from the party rendering aid shall be in command of the fire until the arrival of the chief or officer of the party requesting aid and during such time shall exercise all lawful authority of the chief of such district.

Section 3.

- A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury of death occurring to personnel or equipment as a consequence of the performance of this agreement.
- B. The party responding to a request for assistance under the terms of this agreement shall save and hold harmless the requesting party from and indemnify the requesting party against any and all third party liability for or on account of any death or injury to persons, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this agreement. Each party hereto agrees to obtain liability insurance covering its activities assumed under this agreement, to the minimum dollar amounts provided by ORS 30.270.

Section 4.

Nothing in this agreement shall be construed to prevent the chief or commanding officer of the firefighters and equipment of the party rendering assistance from refusing, in the exercise of his best judgment and discretion, to commit firefighters or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the party furnishing aid on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.

Section 5

Each party hereto shall receive and transmit without charge such calls for firefighters and equipment for fire suppression and incident control as may be received when authorized by and transmitted in accordance with the regulations of the Federal Communications Commission.

Section 6.

The effective date of the Agreement is the date and year first above written. The term of this Agreement is from the effective date aforementioned until such time either party terminates this Agreement by providing thirty (30) days written notice to the other party of its intention terminate. Such notice of termination shall be sent to the governing body of said party and a copy thereof shall also be sent to the Chief of the Department so notified of such termination.

IN WITNESS WHEREOF, the parties undersigned pursuant to ordinance or resolutions duly and regularly adopted, have caused this Agreement to be signed and attested by the officers shown on the day and year first above written.

CITY OF NEWBERG


City Manager


Chairman, Rural Board


Fire Chief

CITY OF DUNDEE FIRE DEPARTMENT


Mayor


Chairman, Rural Board


Fire Chief

Legal Description:

Automatic Response Area within NRFPD with Dundee RFPD

Those areas with T3S - R3W, Sections 16, that are within the boundaries of the NRFPD and are accessed by NE Worden Hill Rd.

WASHINGTON COUNTY

GASTON FIRE

W.C.F.D.#2

YAMHILL COUNTY

N

FLETT

CUNNINGHAM

CHEHALEM WAY

MELOTT

RIDGE

SPRING HILL

LAUGHLIN

ALBERTSON

GASTON FIRE

DOPP

COUNTRY COUNTRY COUNTRY

BALD PEAK

NORTH VALLEY

YAMHILL FIRE

TYKESON

KINGS GRADE

RIDGE

DOPP

HWY-240

YFD

HWY-240

YAMHILL FIRE

NORTH VALLEY

GOSPEL

HAPS

RIBBON

HWY-240

KUEHNE

KINNEY

NO

MANS

CARLTON FIRE

HENDRICKS

WORDEN HILL

WILLIAMSON
DUDLEY

CFD

DUNDEE FIRE

ABBIEY

OAK SPRINGS FARM

WORDEN HILL

LFD

MUTUAL AID -- AUTOMATIC RESPONSE AGREEMENT

CITY OF NEWBERG -- ST. PAUL RFPD

This agreement is made and entered into this 20th day of March, 19 95 by and between the **City of Newberg, an Oregon municipal corporation** and **St. Paul RFPD**, a Rural Fire Protection District, formed under ORS Chapter 478, for the purpose securing to each the benefits of mutual aid assistance in medical emergencies, fire protection, firefighting and civil defence and other natural or man-made disasters.

WHEREAS, The Newberg Rural Fire Protection District which is served by contract by the City of Newberg adjoins St. Paul RFPD; and

WHEREAS, It may be beneficial at times to render or receive mutual assistance at or near the common boundary; and

WHEREAS, It may also be desirable to provide automatic response between the two jurisdictions in certain areas encompassing both jurisdictions; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, This Agreement is in compliance with the provisions of the Oregon State Fire Service Plan currently in effect.

NOW, THEREFORE, the parties agree as follows:

Section 1.

- A. Each of the parties hereto shall furnish to the other party such assistance as may be deemed necessary by the person in charge of the incident or in command of firefighters and equipment at an incident in the jurisdiction where such incident occurs.
- B. Automatic aid shall apply to areas of either district where an adjoining district may have a station closer to the incident. If necessary, a map may be attached to this agreement to designate these approximate areas. Only such firefighters and equipment shall be dispatched to assist the requesting party as may, in the opinion of the Fire Chief of the jurisdiction from which aid is requested or of the commanding officer then on duty, be spared for rendering such aid and assistance.
- C. It is also agreed that any such assistance shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for or dispatch of assistance.
- D. It is further agreed that aid and assistance given under order of the State Director of Emergency in the event of proclamation by the Governor or the existence of an emergency or under the "Emergency Conflagration Act" shall be governed by this act. Implementation of such aid and assistance shall conform to the Oregon Fire Services Plan, as published by the office of State Fire Marshal.

Section 2.

When firefighters and/or equipment are furnished upon call pursuant to this agreement, the person in charge of the fire suppression or incident control in the jurisdiction where such incident occurs shall have supervision over the firefighters and equipment furnished during the time when a fire or incident is being

fought and/or controlled. Provided, however, when such officers shall not have arrived at the fire or incident, the chief or commanding officer of the firefighters and equipment dispatched from the party rendering aid shall be in command of the fire until the arrival of the chief or officer of the party requesting aid and during such time shall exercise all lawful authority of the chief of such district.

Section 3.

- A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury of death occurring to personnel or equipment as a consequence of the performance of this agreement.
- B. The party responding to a request for assistance under the terms of this agreement shall save and hold harmless the requesting party from and indemnify the requesting party against any and all third party liability for or on account of any death or injury to persons, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this agreement. Each party hereto agrees to obtain liability insurance covering its activities assumed under this agreement, to the minimum dollar amounts provided by ORS 30.270.

Section 4.

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Section 5

Each party hereto shall receive and transmit without charge such calls for firefighters and equipment for fire suppression and incident control as may be received when authorized by and transmitted in accordance with the regulations of the Federal Communications Commission.

Section 6.

The effective date of the Agreement is the date and year first above written. The term of this Agreement is from the effective date aforementioned until such time either party terminates this Agreement by providing thirty (30) days written notice to the other party of its intention terminate. Such notice of termination shall be sent to the governing body of said party and a copy thereof shall also be sent to the Chief of the Department so notified of such termination.

IN WITNESS WHEREOF, the parties undersigned pursuant to ordinance or resolutions duly and regularly adopted, have caused this Agreement to be signed and attested by the officers shown on the day and year first above written.

CITY OF NEWBERG

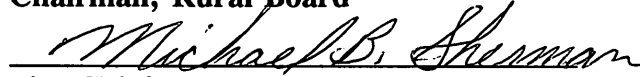
ST. PAUL RFPD



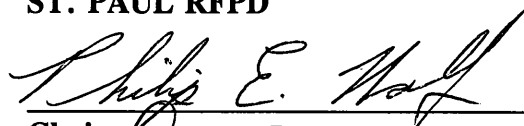
City Manager



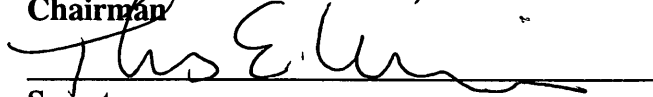
Chairman, Rural Board



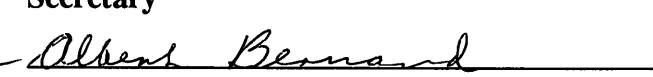
Fire Chief



Chairman



Secretary



Fire Chief