

MUTUAL AID -- AUTOMATIC RESPONSE AGREEMENT

CITY OF NEWBERG -- DUNDEE FIRE DEPARTMENT

This agreement is made and entered into this 12th day of October, 1998 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 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 Dundee Fire Department; and

WHEREAS, It may be beneficial at times to render or receive mutual assistance in certain areas encompassing both jurisdictions; 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 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.

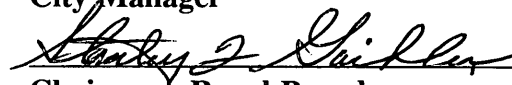
The effective date of the Agreement is the date and year first above written. The term of this Agreement is from the effective date aforementioned until such time either party terminates this Agreement by providing thirty (30) days written notice to the other party of its intention to terminate. Such 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.

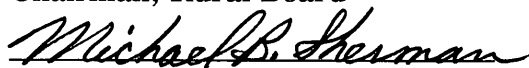
CITY OF NEWBERG



City Manager



Chairman, Rural Board

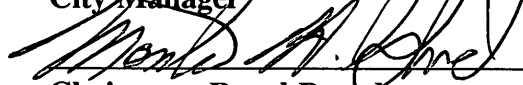


Fire Chief

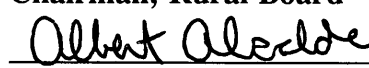
CITY OF DUNDEE FIRE DEPARTMENT



City Manager



Chairman, Rural Board



Fire Chief

LEGAL DESCRIPTION:

Automatic responses for all calls within all jurisdictions

Residential Structure Fires (In Newberg)

One engine automatically responds directly to the incident scene. One additional engine automatically responds to cover the Newberg Main Fire Station.

Residential Structure Fires (In Dundee)

One engine automatically responds directly to the incident scene. One additional ladder truck automatically responds directly to the incident scene.

Commercial Structure Fires (In Newberg)

One engine automatically responds directly to the incident scene. One additional engine automatically responds to cover the Newberg Main Fire Station.

Commercial Structure Fires (In Dundee)

One engine automatically responds directly to the incident scene. One additional ladder truck automatically responds directly to the incident scene.

Rural Structure Fires (In Newberg)

One engine automatically responds directly to the incident scene. One water tender automatically responds directly to the incident scene.

Rural Structure Fires (In Dundee-Zone 1, 2)

One engine automatically responds directly to the incident scene. One water tender automatically responds directly to the incident scene.

Rural Structure Fires (In Dundee-Zone 3)

One engine automatically responds to cover the Dundee Fire Station.

Wildland Fires (In Newberg or Dundee)

One brush unit automatically responds directly to the incident scene. One additional water tender responds directly to the incident scene.

Water Rescue Incidents (In Dundee)

One water rescue boat automatically responds directly to the incident scene.