

AGREEMENT to LOAN 1980 FORD L-900 PUMPER
BETWEEN THE CITY OF DUNDEE
AND
CITY OF NEWBERG

THIS AGREEMENT, made and entered into as of the 21st day of December, 2001, by and between the following parties:

City of Dundee
hereinafter known as DUNDEE
c/o, Roger Worrall, Mayor and
John Stock, Fire Chief
PO Box 220
Dundee, OR 97115
(503) 554-8442

City of Newberg
hereinafter known as CITY
c/o Terrence Mahr, City Mgr. Pro-Tem and
Michael Sherman, Fire Chief
414 East First Street, PO Box 970
Newberg, OR 97132
(503) 538-9421

RECITALS:

1. **DUNDEE** would like to borrow the **CITY's** 1980 Ford L-900 Pumper (VIN F91PVJJ5377) because they will be one pumper short for 30 to 45 days beginning December 20, 2001.
2. **CITY** consents to the loaning this pumper.

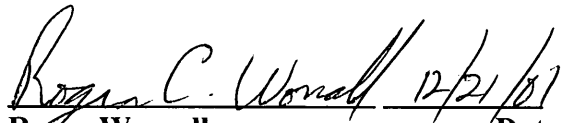
DUNDEE AND CITY, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AGREE AS FOLLOWS:

1. **DUNDEE** shall pay for the vehicle's insurance during the time they have the vehicle in their possession.
2. **DUNDEE** to transport the pumper to and from **CITY**.
3. In normal use of vehicle, **DUNDEE** will perform minor regular maintenance such as oil changes. **CITY** will be responsible for repair and major regular maintenance costs exceeding Two Hundred and Fifty Dollars (\$250.00).
4. If damage/repair and maintenance is not a result of the normal wear and tear of the vehicle, then the cost will be the responsibility of the **DUNDEE**.

5. CITY shall not charge DUNDEE any "rent" for the loan of the pumper. However, DUNDEE shall reimburse CITY for any costs that CITY should incur as a result of this loan.

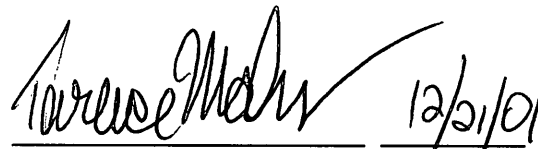
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF DUNDEE


Roger Worrall
Mayor

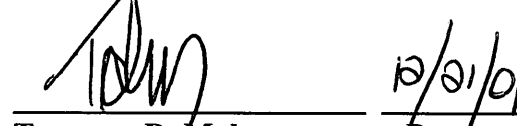

John Stock
Fire Chief

CITY OF NEWBERG


Terrence Mahr
City Manager Pro-Tem


Michael Sherman
Fire Chief

APPROVED AS TO FORM AND CONTENT:


Terrence D. Mahr
City Attorney