

ORDINANCE 2301

AN ORDINANCE AUTHORIZING THE MAYOR AND THE ACTING CITY MANAGER OF THE CITY OF ALBANY, OREGON, TO ENTER INTO A CONTRACT TO FURNISH CERTAIN FIRE PROTECTION BY THE CITY TO THE ALBANY RURAL FIRE PROTECTION DISTRICT.

WHEREAS, there exists a municipal corporation known as the Albany Rural Fire Protection District adjacent to the City of Albany established under Chapter 3C, Title 99 of O.C.L.A. as amended, and

WHEREAS, prior to this time the municipal corporation known as the City of Albany did enter into a contract with the said District on the 27th day of June, 1946, for the purpose of furnishing to Albany Rural Fire District certain fire protection by the said municipality, the City of Albany, and

WHEREAS the said contract was to be for the period of five years, and

WHEREAS the said contract is now at its consummation,

THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

1. That the Mayor and Acting City Manager of the City of Albany shall be and are hereby authorized to enter into a contract with the Albany Rural Fire Protection District for the purpose of furnishing the said District a certain fire protection.
2. That the said contract shall be and read as follows:

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into the _____ day of June, 1951, by and between the City of Albany, a municipal corporation of the State of Oregon, hereinafter designated the City, and the Albany Rural Fire Protection District, a municipal corporation, hereinafter designated the District.

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That the City is a regular incorporated City of the State of Oregon and maintains fire-fighting equipment and a force of men to man the same and the District is a rural fire protection district organized for the purpose of furnishing to its electorate fire protection under the provisions of Chapter 30, Title 99, O.C.L.A. and the amendments thereto.

That negotiations have been had between the two municipalities and it is therefore agreed that the City, commencing July 1, 1951, shall, upon notice by telephone or otherwise, afford an fire prevention and fire protection aid that can be reasonably furnished by the City for the protection of the property in the District. It being understood that the City shall have first claim upon its own fire-fighting equipment and that the claim of the District shall be secondary to the necessities of the City in protection of the property situated therein.

It is further provided that the City's dispatcher, commanding officer of the Fire Department, or any unit thereof, shall exercise its judgment in the information received as to the amount and type of equipment which may be spared from the City at the time and the amount and type of equipment to be dispatched to said district and no faulty judgment or ill-advised action on the part of the said dispatcher or commanding officer of the Fire Department or unit thereof shall create any liability against that individual or against the City or defeat the right of the City to compensation as herein provided.

That the district shall, in its regular budget and levy in the year 1951 make a two mill levy for fire protection and agrees to pay the City a sum computed upon two mills of the assessed valuation of the taxable property of the District as shown in the Linn County Assessor's Office for the year 1951-52 or the sum of \$12,000.00, whichever is the lesser and the said District shall in its regular budget and levy in the year 1952 make a two mill levy for fire protection and agrees to pay the City a sum computed upon two mills of assessed valuation of the taxable property of the District as shown in the Linn County Assessor's office for the year 1952-53 or the sum of \$12,000.00, whichever is the lesser. Providing, however, that the District may deduct its necessary organization and operating expenses from the above amounts not to exceed \$200.00 annually.

It is understood and agreed that the said amounts shall be paid to the City as and when the same are collected and turned over to the District by the County Treasurer of Linn County and the District binds itself no further than to make a levy and turn over the receipts thereof as hereinabove provided. This contract shall be in full force and effect commencing July 1, 1951, and terminating July 1, 1953, it being the purpose and intent of this agreement that it shall be renewable as experience determines the propriety of the levy and services upon such terms and conditions as may then be agreed upon.

That the City shall, at its own expense, maintain and pay such charges as are now levied or may be hereinafter levied by Pacific Telephone and Telegraph Company for the use of a through telephone line to Tangent, Oregon.

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IN WITNESS WHEREOF The parties hereto have caused these presents to be executed by their officers thereunto duly authorized this _____ day of June, 1951.

CITY OF ALBANY

By Tom Bain
Mayor

By E. J. Eastman
Acting City Manager

ALBANY RURAL FIRE PROTECTION DISTRICT

By _____

Passed by Council . . . 4 - 13 - '51
Approved by Mayor

Tom Bain
Mayor

ATTEST:

E. J. Eastman
Recorder