

ORDINANCE 2300

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 NORTH ALBANY FIRE DISTRICT.

WHEREAS, there exists a municipal corporation known as the North Albany Fire District adjacent to the City of Albany established under Chapter 30, 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, 1950, for the purpose of furnishing to North Albany 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 one year, 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 North Albany Fire 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 27th 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 North Albany Fire District, a municipal corporation, hereinafter designated the District.

WITNESSETH

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 any 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 his judgment from the information received as to the amount and type of equipment which may be spared from the City at the time on 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 2 mill levy for fire protection and agree to pay the City a sum computed upon 2 mills of the assessed valuation of the taxable property of the District as shown in the Benton County Assessor's office for the year 1951-52 or the sum of \$2,400.00, whichever is the lesser, providing that the District may first deduct its necessary organization and operating expenses from the amounts above stipulated not to exceed \$50.00.

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 Benton 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, 1952, 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.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their officers thereunto duly authorized this 27th day of July, 1951.

NORTH ALBANY FIRE DISTRICT

City of Albany

By _____

By _____

W. B. Bain
Mayor

By _____
Acting City Manager

Passed by Council _____

Approved by Mayor _____