

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
AND THE RECORDER TO ENTER INTO A CONTRACT WITH  
THE LEBANON RURAL FIRE PROTECTION DISTRICT.

) ORDINANCE BILL NO. 9  
) for 1956  
) ORDINANCE NO. 934

The people of the City of Lebanon do Ordain as Follows:

Section 1. The Mayor and the City Recorder are hereby authorized and directed to enter into a Contract on behalf of the City of Lebanon with the Lebanon Rural Fire Protection District. Said Contract to be as follows, to-wit:

THIS CONTRACT AND AGREEMENT, Made and entered into on this 1st day of July, 1956, by and between the CITY OF LEBANON, a municipal corporation of the State of Oregon, Party of the first part, and the LEBANON RURAL FIRE PROTECTION DISTRICT, a municipal corporation, party of the second part.

WITNESSETH: That the First part is regularly incorporated City of the State of Oregon and maintains fire fighting equipment and a force of men to man the same, and the Second Party is a Rural Fire Protection District organized for the purpose of furnishing to its electorate fire protection under the provisions of Title 99, Chapter 30, O.C.L.A., as amended.

That it is agreed that the City of Lebanon, during the term hereof, 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 Second Party's rural fire protection district, it being understood that the City of Lebanon shall have first claim upon its own fire fighting equipment and that the claim of the Second Party shall be secondary to the necessities of the First Party in protecting its own property.

It is further provided that the City's dispatchers, the 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, and the amount and type of equipment to be dispatched to said district, and no faulty judgment or illadvised action on the part of said dispatcher or commanding officer of the fire department, or unit thereof, shall create any liability against the individual or against the City or defeat the right of the City to compensation as herein provided.

That the Parties hereto agree that the Second Party shall, in its regular budget and levy in the fiscal year for 1956-57 and every year thereafter, during the term hereof, levy a 2 mill tax in its assessed valuation, and shall cause the same to be paid to the party of the First Part in the manner hereinafter provided for. Provided, however, if the 2 mill levy shall, because of an increase in the assessed valuation of the property within the boundaries of the rural fire district, exceed the 6 per cent limitation for the district, then the amount to be levied and paid to the part of the First Part shall be the amount levied during the year used as a basis for computing the limitation plus 6 per cent of that amount.

It is understood and agreed that the return from the levy shall be paid to the City of Lebanon as rapidly as same are collected and the Second Party binds itself no further than to make the levy and turn over the receipts therefrom.

This contract shall be in full force and effect commencing this 1st day of July, 1956, and terminating on the 1st day of July, 1961, it being the purpose and intent of the agreement that it shall be renewable as experience determines the propriety of the levy and the services.



IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their officers thereunto duly authorized on this 29th day of JUNE, 1956.

CITY OF LEBANON, a municipal corporation

By /s/ R. Scroggin  
Mayor

ATTEST: /s/ VAN R THOME  
Recorder

APPROVED AS TO FORM:

/s/  
City Attorney/

LEBANON RURAL FIRE PROTECTION DISTRICT, A Municipal Corporation

By: /s/ J. E. Fisher By: /s/ E. C. Ayers

By: /s/ Wayne Oakley By: /s/ A. J. Wilson  
/s/ Leigh Crissien

Passed by the Mayor and approved by the Council this 6th day of March, 1956.

R. Scroggin  
Mayor

ATTEST:  
Van R Thome  
City Recorder

(SEE SIGNED CONTRACT)