

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. 35  
for 1965

ORDINANCE NO. 1200

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 2nd day of NOVEMBER, 1965, by and between the CITY OF LEBANON, a municipal corporation of the State of Oregon, hereinafter called "First Party", and the LEBANON RURAL FIRE PROTECTION DISTRICT, a municipal corporation, hereinafter called "Second Party,"

WITNESSETH:

I.

That the First Party 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 Chapter 478, O.R.S.

II.

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 Second Party's rural fire protection district, and to Western Veneer Plywood Co., the City of Waterloo, and the City of Sodaville, with whom Second Party has contracts to furnish fire protection, it being understood that the City of Lebanon shall have first claim upon its own fire fighting equipment and that the claim of Second Party shall be secondary to the necessities of the First Party in protecting its own property.

III..

It is further provided that the City's dispatchers, the commanding officer of the fire department, or any unit thereof, shall exercise his judgement 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 which may be dispatched to said district, and no faulty judgment or ill-advised 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.

IV.

That the parties hereby agree that the Second Party shall, in its



regular Budget and Levy in the fiscal year 1965-66, levy a tax to produce \$26,550.00, which is a sum of money equal to that amount budgeted to the City of Lebanon for fire protection services for the fiscal year 1965-66, and shall cause the same to be paid to First Party as hereinafter provided.

V.

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.

VI.

This Contract shall be in full force and effect commencing the 1st day of July, 1965, and terminating on the 1st day of July, 1966, 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 2nd day of NOVEMBER, 1965.

CITY OF LEBANON, a municipal corporation

By Tim Reeves Mayor PRO-TEM

ATTEST: Walter Shaw  
City Recorder

APPROVED AS TO FORM:

WARRYL GIL  
City Attorney

LEBANON RURAL FIRE PROTECTION DISTRICT, a municipal corporation

By Leigh Crossman By A. J. Wilson  
By Wayne Cakley By John W. Cleveland  
By Silbert Gray

Passed by the Council and approved by the Mayor this 2nd day of NOVEMBER, 1965.

Tim Reeves  
Mayor PRO-TEM

ATTEST: Walter Shaw  
City Recorder