

ORDINANCE BILL NO.4 FOR 1948

ORDINANCE NO. 142

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER OF THE CITY OF SWEET HOME, OREGON, TO ENTER INTO A CONTRACT WITH A.E.RUSSELL, JESS EMMERT, EDWARD HIRSHI, WALDO DEMOY, ASA SMITH, DIRECTORS OF SWEET HOME RURAL FIRE DISTRICT, A MUNICIPAL CORPORATION, PROVIDING FOR THE FURNISHING OF FIRE PROTECTION TO THE SWEET HOME RURAL FIRE DISTRICT BY THE CITY OF SWEET HOME, OREGON.

The City of Sweet Home does ordain as follows:

SECTION 1. The Mayor and City Manager of the City of Sweet Home, Oregon, are hereby authorized and directed to enter into a contract in writing with A.E.Russell, Jess Emmert, Edward Hirshi, Waldo Demoy, Asa Smith, Directors of the Sweet Home Rural Fire District, a Municipal Corporation, which said Contract shall specifically in words and figures as follows, to-wit:

CONTRACT

THIS CONTRACT AND AGREEMENT, Made and entered into this

_____ day of _____, by and between the City of Sweet Home,

a municipal corporation of the State of Oregon, party of the first

part, and the Sweet Home Rural Fire Protection District, a municipal corporation, party of the second part.

W I T N E S S E T H

That the first party is a regularly incorporated City of the State of Oregon and maintains fire fighting equipment and a force of men to man 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 negotiations have been had between the two municipalities and it is therefore agreed that the City of Sweet Home, Oregon commencing July 1, 1947, 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 Sweet Home 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 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 to be dispatched to said district, and no faulty judgement 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 that 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 of 1947-48 and in the four succeeding fiscal years, make a 4 mill levy for fire protection and agrees to pay to the City of Sweet Home a sum computed upon 4 mills of the assessed valuation of the district as shown in its levying in the fiscal year of 1947-48, and in each four succeeding fiscal years.

It is understood and agreed that the return from the levy shall be paid to the City of Sweet Home 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 July 1, 1947, and terminating July 1, 1952, 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.

The City of Sweet Home has ordered and plans to add a fire fighting vehicle of the type known as power wagon pumper to its present equipment, the better to perform this agreement. If this agreement or similar agreement between the parties of this agreement is not in force after July 1, 1952, then such additional fire fighting vehicle shall be transferred to and become the property of the second party without, cost, excepting the prior full performance by

the second party to its obligations here under.

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

CITY OF SWEET HOME, A municipal corporation

By  Mayor

By _____
City Manager

Sweet Home, RURAL FIRE PROTECTION DISTRICT, a municipal corporation

By _____

By _____

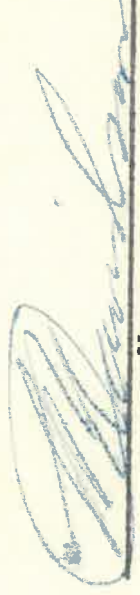
By _____

By _____

By _____

SECTION 2. It being necessary for the peace, health, and safety of the people of the City of Sweet Home, that provisions be made for the fire protection of the Country surrounding the said City of Sweet Home, Oregon an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its Passage by the Council and approved by the Mayor.

Passed by the Council and Approved by the Mayor, this 9th day of March, 1948.



Mayor

ATTEST:


City Manager