

BY \_\_\_\_\_

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE VILLAGE OF BUCKEYE LAKE, OHIO TO ENTER INTO CONTRACT WITH THE BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC., FOR FIRE PROTECTION SERVICES FROM JANUARY 1, 1982 THROUGH MARCH 31, 1982, AND MAKING SAID CONTRACT RETROACTIVE TO JANUARY 1, 1982.

DECLARING AN EMERGENCY - TO TAKE EFFECT

WHEREAS, the previous contract existing between the Village of Buckeye Lake, Ohio and the Buckeye Lake Volunteer Fire Department, Inc., expires December 31, 1981; and

WHEREAS, the Village of Buckeye Lake desires to renew that contract; and

WHEREAS, the Buckeye Lake Volunteer Fire Department, Inc. has provided fire protection services to the Village of Buckeye Lake for the months of January and February without a written contract on the assumption that a contract would be entered into.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BUCKEYE LAKE, COUNTY OF LICKING, AND STATE OF OHIO, That:

Section 1: The Mayor of the Village of Buckeye Lake is hereby authorized and directed to enter into contract with the Buckeye Lake Volunteer Fire Department, Inc., for fire protection for the period of January 1, 1982 through March 31, 1982.


Section 2: A copy of said contract is attached hereto and is incorporated herein as if fully rewritten.

Section 3: The sum of four thousand dollars (\$4,000) which represents the total cost of this contract has previously been appropriated by the Council for fire protection.

Section 4: Bidding procedures are hereby waived according to the applicable provision of the Ohio Revised Code.

Section 5: This resolution shall go into full force and effect from and after the earliest period allowed by law.

Adopted this 23 day of February, 1982.

  
MAYOR

ATTEST:

Pat Essex  
CLERK

FORM APPROVED:

Mike Higgins  
DIRECTOR OF LAW

CONTRACT

This AGREEMENT, entered into this 1st day January, 1982, by and between the VILLAGE of BUCKEYE LAKE, Licking County, Ohio, hereinafter called the First Party, and the BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC., hereinafter called the Second Party.

WITNESSETH

That WHEREAS, First Party is desirous of obtaining fire and emergency squad protection for residents thereof and property located therein, and has a 1978 FMC Pumper and other fire fighting equipment, and

WHEREAS, Second Party owns a firehouse, various pieces of fire fighting apparatus together with an emergency squad and medic unit,

Now, therefore be it agreed by and between all parties hereto that in consideration of the sum of FOUR THOUSAND DOLLARS (\$4,000.00) for the period of January 1, 1982 thru March 31, 1982 to be paid by the end of each month in One Thousand Three Hundred Thirty Dollars and 33/100 (\$1,333.33) payments. First Party agrees to allow it's FMC Pumper Truck and various equipment to be used by Second Party in and about the territory of First Party and also throughout jurisdiction of the Second Party. Second Party also agrees to operate First Party's FMC Pumper and all equipment owned by Second Party in and about the territory of the First Party.

It is mutually understood and agreed that in no case shall the Second Party be liable in damages to said Village of Buckeye Lake, or any of it's inhabitants for failure to answer any fire or emergency call, or for lack of speed in answering any such call, or for any inadequacy of equipment, negligent operation of apparatus, failure to extinguish any fire, or for any cause whatsoever growing out of this agreement or use of the fire and emergency equipment and the personnel of the said Second Party.

This Contract shall be for a term of three (3) months, commencing on the 1st day of January, 1982, and shall make null and void any and all agreements made heretofore by the Parties herein.

IN WITNESS WHEREOF, the Parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

VILLAGE OF BUCKEYE LAKE, LICKING COUNTY, OHIO

BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC.

BY \_\_\_\_\_

MAYOR

BY \_\_\_\_\_

PRESIDENT