

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE CLERK AND MAYOR TO ENTER INTO CONTRACT RETROACTIVE TO APRIL ~~130~~, 1982, FOR FIRE PROTECTION, BIDDING PROCEDURES BEING WAIVED, AND DECLARING AN EMERGENCY.

Section 1: The Clerk and Mayor are hereby directed to enter into contract with the Buckeye Lake Volunteer Fire Department, Inc., for the the Village of Buckeye Lake, Ohio.

Section 2: A copy of said contract is attached hereto and made a part hereof as if fully rewritten herein.

Section 3: An Emergency is hereby declared to exist in that the Village is currently without fire protection which is necessary to preserve the lives and property of the citizens of Buckeye Lake.

Section 4: Bidding procedures are hereby waived according to the authority of Section 735.051 of the Ohio Revised Code.

Adopted this 13 day of July, 1982.

Charles E. Slater
MAYOR

ATTEST:

Frances Floyd
CLERK

Form Approved:

[Signature]
LAW DIRECTOR

CONTRACT

This AGREEMENT, entered into this 1st day April, 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 FIFTEEN THOUSAND DOLLARS (\$15,000.00) for the period of April 1, 1982 thru December 31, 1982 to be paid by the end of each month in One Thousand Six Hundred Sixty Six Dollars and 66/100 (\$1,666.66) payments with the first payment being One Thousand Six Hundred Sixty Six Dollars and 72/100 (\$1,666.72). 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 nine (9) months, commencing on the 1st day of

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April, 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 23 day of

July, 1982.

VILLAGE OF BUCKEYE LAKE, LICKING COUNTY, OHIO

BY Charles E. Slater
MAYOR

BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC.

BY Gary E. Gaus
PRESIDENT