RESOLUTION NUMBER hale maths

WHEREAS, the Village Council has determined that it would be in the Village's best interest to contract for a State Program Manager rather than have an employee of the Village perform those duties; and

WHEREAS, the current Program Manager has agreed to perform those duties pursuant to contract.

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

- Section 1: Resolution 83-14 is hereby repealed.
- Section 2: The Mayor and Clerk are authorized and directed to enter into contract, a copy of which is attached hereto as if fully rewritten herein, with Bruce Gerencser, according to the terms of the contract attached hereto.
- Section 3: An emergency is hereby declared to exist in that in order to adequately protect the health of the citizens of the Village of Buckeye Lake, it is necessary to contract for such services immediately.

Passed this 14th day of January

Charles E. St

ATTEST:

CLERK/TREASURER

FORM APPROVED:

1 pt read 11 play

DIRECTOR OF LAW

OF BUCKETE LAKE, OHIO

| Ordinance or Resolution Number:  | 5-05   |        |       |
|--|--------|--------|-------|
| Introduced By:   |        |        |       |
| Motion to Suspend Rules Wall   | Sec    | ond On | atts  |
| 7  | Ayes   |        | Nayes |
| Mrs. Braig Mrs. Motts Mr. Nimocks Mr. Wilson Mr. Wolf                  |        | +      |       |
| Mr. Swartzwalder   | ~      |        |       |
| Total:   | 5      |        | 0.    |
| Motion to Adopt Mottles  | Second | wal    | /     |
|  | Ayes   | 7      | Nayes |
| Mrs. Braig Mrs. Motts Mr. Nimocks Mr. Wilson Mr. Wolf Mr. Swartzwalder |        |        |       |
| Total:   |        | * .    |       |
| Date Posting Began Effective Date                                      |        |        |       |
| Directive Date   |        |        |       |

# Certification

I hereby certify the above to be an accurate account of the action of Council on the above matter.

### MEMORANDUM OF AGREEMENT

THIS AGREEMENT made at Buckeye Lake, Licking County, Ohio, this / 5 day of femuray, 1984, by and between Bruce Gerencser, hereinafter "the party of the first part" or "The Program Manager", and the Council of the incorporated Village of Buckeye Lake, Ohio, hereinafter "the party of the second part" or "the Council";

WITNESSETH, that for and in consideration of the mutual promises of each of the other, and other good and valuable consideration of the adequacy of which is hereby stipulated, the party of the first part and the party of the second part agree as follows:

#### ITEM I

#### OBLIGATIONS OF PARTY OF THE FIRST PART

- 1. To administer the litter grant program which was recently awarded to the Village of Buckeye Lake, Ohio and to accomplish the objectives of the litter control grant.
- 2. To work forty (40) hours per week administering the litter grant and supervising the workers hired by the Village or appointed by the Village to work on the litter program.
- 3. To attend Council meetings and give periodic reports in writing to Council concerning the implementation of the litter grant.
- 4. To prepare, report, complete and file all documents required to be filed with the State of Ohio Department of Natural Resources.
- 5. To insure that all money is received from the State of Ohio for the implementation of the litter grant are properly disbursed and that all State accounting procedures are being properly followed.

#### ITEM II

## OBLIGATIONS OF THE PARTY OF THE SECOND PART

The Village agrees as follows:

- To compensate the Program Manager at a rate of pay equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) until such time as the funds available for the State litter grant have been exhausted.
- To assist the party of the first part in completing any and all required paperwork in connection with the implementation of the State litter grant.
- 3. To provide health and disability insurance as provided for in the litter grant.

  CHIEF
- 4. The Village council reserves the right to terminate this contract upon two (2) weeks written notice to the party of the first part.

#### ITEM III

## TERM OF CONTRACT

This contract shall be effective from January 1, 1985, until December 31, 1985, or the unavailability of funds from the State litter grant, whichever event occurs sooner.

Charles E. Slater

12-24-1984

Stellainette Jarman

18/24/84 DATE

12-24-84 DATE