Resolution 2023-06

Contract for Fire Protection Between Township Trustees of Union Township, Ohio And Village of Chesapeake, Ohio

THIS AGREEMENT, made and entered into this day of
the year, 2023, by and between the Trustees of Union Township, Lawrence County,
Ohio, a party of the first part, and the Village of Chesapeake, Lawrence County, Ohio,
party of the second part,
WITHNESSETH:
Whereas, by a motion passed at its regular meeting on the day of, in the year, the Trustees of Union Township, Lawrence
Hugust, in the year 2023, the Trustees of Union Township, Lawrence
County, Ohio, was authorized to enter into a contract with the Village of Chesapeake,
Lawrence County, Ohio, on the adoption of a resolution by the Board of Trustees of said
Union Township, Lawrence County, Ohio, providing therefore, for furnishing fire
protection to the Village of Chesapeake and its inhabitants thereof, for a period of one (1)
year from the date of said contract; and,
Whereas, by a resolution duly adopted by the Village of Chesapeake, Lawrence
County, Ohio, on the day of, in the year, said
Council were authorized to enter into a Contract with the, Trustees of Union Township,
Lawrence County, Ohio, for such service; now,
For the consideration hereinafter named, by the first party, Trustees of Union

For the consideration hereinafter named, by the *first party, Trustees of Union Township*, Lawrence County, Ohio, hereby agrees that it will answer fire calls from said *Village of Chesapeake* and its inhabitants and send fire apparatus and firemen thereto for the purpose of extinguishing fires in said Village for a period of one (1) year from date of said contract.

IN CONSIDERATION for which, the said Township Trustees of Union Township, Lawrence County, Ohio, first party, agrees to pay the second party annually, 1200 Dollars rental fee for the building, and one-half of said utilities used by the Fire Department. For this year, the Union Township Board of Trustees also agrees to pay the full premiums for Worker's Compensation Coverage.

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It is mutually understood and agreed that in no case shall the *first party* be liable to said *Village of Chesapeake*, Lawrence County, Ohio, or to any of its inhabitants, for failure to answer any fire call, or for the 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 equipment and the personnel of the said *first party*.

It is mutually understood and agreed that the *Fire Chief* of said *Chesapeake – Union Township Volunteer Fire Department*, may make and enter into any Mutual aid Agreement with the surrounding area fire departments, for purpose of insuring additional equipment and manpower in times of dire need, for *VILLAGE OF CHESAPEAKE* as well as other surrounding communities.

It is mutually agreed and understood that either party hereto may cancel and terminate this contract agreement before the expiration thereof by giving ninety (90) days written notice to the opposite party of its intention to do so.

IN WITNESS WHEREOF, the said parties have caused their names to be subscribed hereto by their proper officers duly authorized in the primacies, as hereinabove set forth, on the day and year first written above:

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By

Cole Webb, Union Township Trustee

By

Dain Spears, Union Township Trustee

By

Shelley Pinkerman, Union Township Fiscal Officer

VILLAGE OF CHESAPEAKE Lawrence County, Ohio PARTY OF THE SECOND PART

By Alex Martin, Council Member

By Lisa Blake, Council Member

By Marvin Henson, Council Member

Stephanie Henson, Fiscal Officer