

ORDINANCE NO. 9-54

By Mr. Hunt

Authorizing the Mayor and Auditor to enter into a contract on behalf of the City of Bexley with the City of Columbus, Ohio, for furnishing Bexley with fire protection, and declaring an emergency.

WHEREAS, the contract with the City of Columbus, Ohio, to furnish fire protection to the City of Bexley has expired and it is deemed to be for the best interests of said respective municipalities that a contract shall be entered into for the furnishing of fire protection, including the services of Inhalator Squad of the Division of Fire, for the period beginning January 1, 1954, and ending on the 31st day of December 1956, NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, STATE OF OHIO:

Section 1. That the Mayor and Auditor be and they are hereby authorized and directed to enter into a contract with the City of Columbus, Ohio, for the furnishing of fire protection by said City of Columbus to the City of Bexley and the inhabitants thereof, including the services of the Inhalator Squad of the Division of Fire for the period of three years, beginning January 1, 1954 and ending December 31, 1956, which agreement shall be substantially as follows:

AGREEMENT

THIS AGREEMENT made and entered into this 25TH day of MARCH, 1954, by and between the City of Columbus, Ohio, by George O. Doyle, its Director of Public Safety, party of the first part, and the City of Bexley, Ohio, by W. A. Schneider, its Mayor, party of the second part, WITNESSETH:

WHEREAS, by Ordinance No. 391-54, passed by the Council of the City of Columbus, Ohio, March 22, 1954, the Director of Public Safety of the City of Columbus, on behalf of said city, was authorized to enter into a contract with the City of Bexley for the services of the Division of Fire on the terms and conditions in said ordinance set forth; and,

WHEREAS, the City of Bexley, party of the second part, by Ordinance No. 9, passed Mar 25TH, 1954 by the Council of the City of Bexley, authority was granted by that body to the Mayor and Auditor, on behalf of said City, to contract with the said City of Columbus for such services; now, therefore,

FOR THE CONSIDERATION hereinafter named, the first party, the City of Columbus, Ohio, hereby agrees that its Division of Fire, Department of Public Safety, will answer fire calls from said City of Bexley and its inhabitants and send fire apparatus and firemen thereto for the purpose of extinguishing fires in said City of Bexley in like manner as fire calls are answered and fires extinguished in the City of Columbus, the said City of Bexley being also to receive the services of the Inhalator Squad of the Division of Fire, under this agreement.

IN CONSIDERATION for which the said City of Bexley, the second party, agrees to pay to the said first party for said services the sum of \$50,000.00 for the year 1954, \$50,000.00 for the year 1955 and \$50,000.00 for the year 1956. The amounts in each of said years to be paid in equal semi-annual installments on or before January 15th and July 15th of each mentioned year. It is understood by and between the parties to this contract that the amount to be paid for the year 1954 shall commence on and be effective January 1, 1954.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that in no case shall the first party be liable in damages to said City of Bexley, or any of its inhabitants, for failure to answer any fire call, or for lack of speed in

