

**JOINT MAINTENANCE AGREEMENT  
BETWEEN  
CITY OF GAHANNA, OHIO  
AND  
MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO**

THIS AGREEMENT made and entered into, this 1<sup>st</sup> day of January, 2001, by and between MIFFLIN TOWNSHIP, hereinafter called "TOWNSHIP", and the CITY OF GAHANNA, OHIO, hereinafter called "CITY",

WHEREAS, the Township, acting pursuant to ORC Section 505.101, and the City wish to enter into a joint fleet maintenance program to improve fleet maintenance costs, maximize the use of staff and existing physical plant; and

WHEREAS, the Township and the City have found that such a joint fleet maintenance program is beneficial to the taxpayers and the residents of the Township and the City;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, terms, conditions, and agreements herein contained, the City and Township mutually agree to the following:

1. **Regular and Preventive Maintenance.** Programs of regular maintenance, as needed and prescribed by vehicle manufacturers, and preventive maintenance shall be created for all fleet equipment owned by the Township. Regular preventive maintenance shall not be sublet.
2. **Maintenance Records.** The City shall keep maintenance records for Township equipment serviced.
3. **Supervision.** The City's Fleet Maintenance Superintendent will provide general supervision of the program.
4. **Scheduling.** The City in co-operation shall schedule all maintenance for Township equipment with the Township department liaison.
5. **Priorities.** Priority of maintenance will be given to **emergency equipment** on a 24-hour emergency basis.
6. **Reports.** The City's Fleet Maintenance Superintendent shall provide a monthly report on service performed to the Township and the City. This report shall include fuel, parts, sublet, and labor.

7. **Township Mechanic.** The Township will provide a full-time mechanic, whose salary will be established and paid fully by the township, and who may work on either Township or City equipment, at the discretion of the City's Fleet Maintenance Superintendent.
8. **Liability Coverage.** The Township will provide comprehensive liability coverage on all personnel furnished by the Township to perform service under this Agreement. Both the City and the Township will place the other as secondary insured under the terms of their liability policies.
9. **Payments.** In addition to furnishing a full-time mechanic, the Township will pay the City an annual sum of Twenty Thousand Dollars (\$20,000), for administration and facilities overhead. Payments are to be made in twelve equal installments with the monthly billing within ten (10) days of receipt by the Township. Payment of invoices will be monitored by the Director of Public Service to ensure that bills are paid in a timely manner, as prescribed by this contract.
10. **Uniform Rental, Parts and Supplies, Including Salt and Fuel Usage.** The City will bill the Township for actual costs of uniform rental, parts supplies, fuel sublets, and salt used.
11. **Terms of Agreement.** This Agreement is for a term of two (2) years ending December 31, 2002, with an option to renew by the Director of Public Service for a three (3) additional one year terms, under the same conditions of this agreement.
12. **Modification of Agreement.** This agreement may be modified by mutual consent between the City and the Township. Such modification shall be determined no later than September 1, 2002 for a contract period beginning January 1, 2003. The annual contract price of Twenty Thousand Dollars (\$20,000), as provided in paragraph 10 shall not be modified to a lesser amount during the term of the contract.
13. **Cancellation.** It is agreed that either party may cancel this Agreement by giving the other party at least ninety (90) days written notice stating intent to terminate the Agreement and the effective date of such termination.
14. **Original Joint Maintenance Agreement.** The original joint maintenance agreement between the City and Township, was entered into on September 1997, is hereby extended through December 31, 2000.

**MIFFLIN TOWNSHIP TRUSTEES**

**CITY OF GAHANNA, OHIO**

\_\_\_\_\_  
Chairman Date

\_\_\_\_\_  
James F. McGregor, Mayor Date

\_\_\_\_\_  
Trustee Date

\_\_\_\_\_  
Trustee Date

Approved As to Form:

\_\_\_\_\_  
Mifflin Township Attorney Date

\_\_\_\_\_  
Thomas L. Weber, City Attorney Date