

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

THIS AGREEMENT made and entered into, this 1st day of October, 2008, 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, control escalating 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 of 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 preventative maintenance shall not be sublet.
2. **Maintenance Records.** The City shall keep maintenance records for Township equipment serviced and shall be made available to the Township upon request.
3. **Supervision.** The City's Fleet Maintenance Superintendent will provide general supervision of the program.
4. **Scheduling.** The City in cooperation 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.

EXHIBIT A

7. **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.
8. **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.
9. **Parts and Supplies, Including Salt and Fuel Usage.** The City will bill the Township for actual costs of parts, supplies, fuel, sublets, and salt used.
10. **Term of Agreement.** The "contract period" will be from October 1, 2008 through September 30, 2009.
11. **Labor/Operating Expenses.**
 - The Township's contribution toward Labor/Operating Expenses for the current "contract period" will be \$58,440 (\$134,287 - \$75,847 Mechanic Provided = \$58,440). This amount will be paid in 12 monthly installments of \$4,870.

\$531,832	Actual Current Labor/Operating Expenses
<u>x 25.25%</u>	Percentage of Township's Proposed Use
\$134,287	Township's Current "Contract Period" Contribution
<u>- 75,847</u>	Township's Contribution of One Full-Time Mechanic
\$ 58,440	Net Amount of Township's Contribution
<u>÷ 12</u>	
<u>\$ 4,870</u>	Township's Monthly Contribution

- For the next "contract period," the Township's cost for Labor/Operating Expenses will be based upon the percentage of mechanics' time spent working on Township vehicles/equipment averaged over the previous four years.
 - In the month of June, an analysis will be performed by Gahanna. This analysis will include the actual operating expenses from the previous 12-month period (June through May), the actual dollar amount paid by the township in that same 12-month period, and the percentage of mechanics' time spent working on Township vehicles/equipment in that same period.
 - Labor/Operational Expenses include:
 - Labor/Fringe
 - Garage Utilities
 - Cell Phones
 - Garage Building Maintenance
 - Data Processing
 - Mileage Reimbursement

- Seminars/Meetings/Training
- Office Expense
- Tools
- Safety Supplies

- The City of Gahanna will communicate to the Township and allow their input on any changes that would increase the total Labor/Operational Expenses by ten percent (10%) or more. If there is disagreement and compromise can not be reached, the Township has the right to give ninety (90) days written notice stating the intent to terminate the Agreement and the effective date of such termination.


- The Township will be responsible for their actual percentage of actual costs. Any overages paid by the Township will be credited to the Township on the next invoice(s). Any underpayment by the Township will be billed to the Township on the next invoice(s).

• A calculation will then be performed to determine the average percentage of mechanics' time spent working on Township vehicles/equipment over the previous four years. This percentage will be applied to the next "contract period's" (October through September) projected labor/operating expenses. The resulting figure will determine the next annual contribution for the Township (to be billed in monthly increments). This process will be repeated each "contract period."

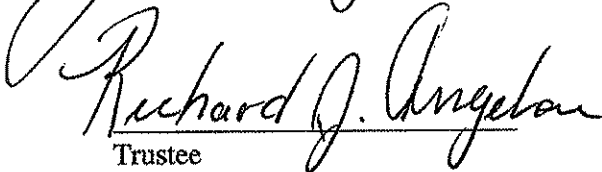
12. **Modification of Agreement.** This agreement may be modified by mutual consent between the City and the Township. Such modification shall be initiated no later one hundred twenty (120) days prior to the end of each "contract period."
13. **Cancellation.** It is agreed that either party may cancel 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.

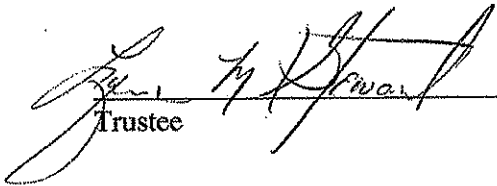
MIFFLIN TOWNSHIP TRUSTEES:

CITY OF GAHANNA, OHIO


Chairman

Rebecca W. Stinchcomb, Mayor


Trustee


Trustee

APPROVED AS TO FORM:

Mifflin Township Attorney

Thomas L. Weber
Gahanna City Attorney