

JEFFERSON TOWNSHIP BOARD OF TRUSTEES

RESOLUTION No. 00-7-2

TO RENEW AN EXISTING FLEET AND EQUIPMENT MAINTENANCE AGREEMENT WITH THE CITY OF GAHANNA.

WHEREAS, an agreement between the City of Gahanna and Jefferson Township providing terms by which the City shall maintain and repair rolling stock and other mechanical equipment at its city garage has expired, and

WHEREAS, the Township has found that this agreement is beneficial and have agreed to terms of renewal offered by the City.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, FRANKLIN COUNTY, OHIO,

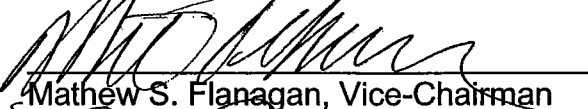
That the Board of Trustees agrees to renew the Joint Maintenance Agreement between the Township and the City of Gahanna, which is attached hereto as if fully reproduced herein.

Motion for adoption by ROWAN, seconded by FLANAGAN,
this 11th day of JULY, 2000.

Voting Aye thereon:



Donna T. Finn, Chairman



Mathew S. Flanagan, Vice-Chairman



Mike A. Rowan, Trustee

Voting Nay thereon:

Donna T. Finn, Chairman

Mathew S. Flanagan, Vice-Chairman

Mike A. Rowan, Trustee

Attest:



Carl Glenn, Clerk

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

THIS AGREEMENT made and entered into, this 1st day of January, 2001 by and between JEFFERSON 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;

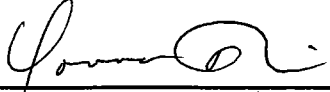
NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, terms, conditions, and agreements herein contained, the City and Township mutually agree to the following:

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. Maintenance records shall be kept by the City for Township equipment serviced.
3. Supervision. Mechanics for the Township fleet maintenance shall be employed by the City. General supervision of the program will be provided by the City's Fleet Maintenance Superintendent.
4. Scheduling. All maintenance for Township equipment shall be scheduled by the City.
5. Priorities. Priority of maintenance will be given to emergency equipment on a 24-hour emergency basis.
6. Reports. A monthly report on service performed shall be provided by the City's Fleet Maintenance Superintendent to the Township and the City. This report shall include fuel, parts, sublet, and labor.
7. Advisory Capacity. If the Township desires, the City will act as an advisor on Township equipment purchases.
8. Mechanic. The Township shall provide funds not to exceed \$28,000, for the service of a mechanic who may work on either Township or City equipment, at the direction of the

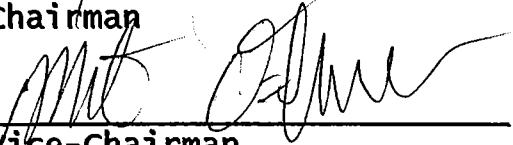
City's Fleet Maintenance Superintendent, with the understanding that Emergency equipment will receive first priority in the work schedule. Salary, health insurance, workers' compensation and benefits for the mechanic shall be established and paid fully by the City (subject to negotiated union contract).

9. Liability Coverage. Both the City and the Township shall place the other as additional insured under the terms of their Comprehensive General Liability policies, and provide other certificates of insurance. Comprehensive General Liability in the amount not less than \$3,000,000 will be provided by each entity.
10. Payments. The Township shall pay an annual payment, not to exceed \$28,000, in twelve (12) monthly installments.
11. Parts and Supplies, Including Salt and Fuel Usage. The actual costs of parts, supplies, fuel, sublets, and salt used by the Township will be billed to the Township. Invoices are to be paid within thirty (30) working days from date of receipt by the Township.
12. Term of Agreement. This Agreement is for a term of two (2) years ending December 31, 2002, with an option to renew by either party for three (3) additional one-year periods, under the same conditions of this agreement.
13. 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 ninety (90) days prior to the expiration date of each agreement period.
14. Cancellation. It is agreed that either party may cancel this Agreement by giving the other party at least ninety (90) days written notice stating the intent to terminate the Agreement and the effective date of such termination.
15. The original Joint Maintenance Agreement between the City of Gahanna, Ohio and Jefferson Township, Franklin County, Ohio, which was entered into on September 1, 1997, is hereby extended through December 31, 2000.

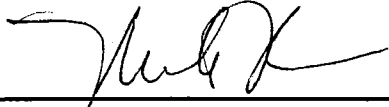
JEFFERSON TOWNSHIP TRUSTEES:



Chairman

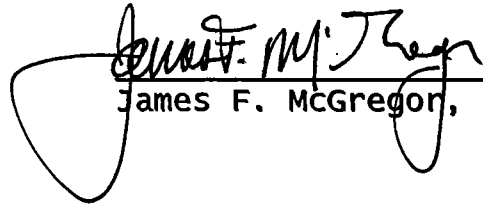


Vice-Chairman



Trustee

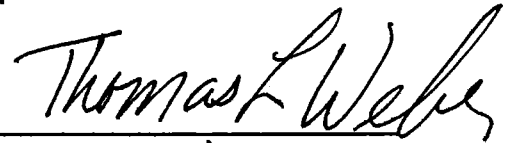
CITY OF GAHANNA, OHIO



James F. McGregor, Mayor

APPROVED AS TO FORM:

Jefferson Township Attorney



Thomas L. Weber
Gahanna City Attorney