

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

**THIS AGREEMENT** made and entered into, this 1st day of October, 2008, 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 and shall be made available to the Township upon request.
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.

**EXHIBIT A**

8. Labor/Operating Expenses.

- The Township's contribution toward Labor/Operating Expenses for the current "contract period" will be \$51,854. This amount will be paid in 12 monthly installments of \$4,321.

\$531,832	Actual Current Labor/Operating Expenses
x 9.75%	Percentage of Township's Proposed Use
\$ 51,854	Township's Current "Contract Period" Contribution
÷ 12	
<u>\$ 4,321</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, 2009, 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" (November through October) 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 for each "contract period."
- 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. **Parts and Supplies, Including Fuel Usage.** The actual costs of parts, supplies, fuel, and sublets 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.
- 11. **Term of Agreement.** This Agreement is for a term of ten (12) months, beginning October 1, 2008 and ending September 30, 2009.
- 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 ninety (90) days prior to the expiration date 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 the intent to terminate the Agreement and the effective date of such termination.

JEFFERSON TOWNSHIP TRUSTEES

CITY OF GAHANNA, OHIO

By:



Ellen Walker, Township Administrator

By:

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Rebecca W. Stinchcomb, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Jefferson Township Fiscal Officer

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Thomas L. Weber  
Gahanna City Attorney