

AGREEMENT

This Agreement ("Agreement") is entered into by and between the following municipalities of the State of Ohio: City of Columbus, City of Gahanna, City of Grandview Heights, City of Upper Arlington, City of Dublin, City of Westerville, City of Worthington, City of Hilliard and the City of New Albany (hereinafter, the "Parties" and the "Member Cities" and individually, a "Member City").

WHEREAS, the Parties hereunder are in the process of reviewing operations, services and procedures within their respective organizations in an effort to identify areas where shared services may be appropriate; and

WHEREAS, the Member Cities, in discussing their respective fleet operations, including maintenance and repairs, have agreed in principle that using the fleet maintenance and repair services ("Fleet Maintenance Services") of a Member City may result in efficiencies and/or cost savings; and

WHEREAS, Section 9.482 of the Ohio Revised Code, as recently enacted pursuant to H.B. 153 (the state budget bill), permits political subdivision to enter into agreements with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render, subject to the approval of their respective legislative authorities; and

WHEREAS, the Parties desire to put forth in writing their mutual understanding of being the consumer of, and providing the use of, Fleet Maintenance Services of a Member City.

NOW, THEREFORE, in consideration of the above, the Parties have agreed as follows:

1. Each Member City may provide Fleet Maintenance Services to, or receive the Fleet Maintenance Services of, another Member City by entering into one or more "Letters of Agreement" detailing the agreed upon transaction, consistent with the Scope of Services, attached hereto as Exhibit "A" and incorporated herein.
2. Per Section 9.482 of the Ohio Revised Code, employees acting outside the boundaries of their employing Member City, while providing a service under this Agreement, are permitted to participate in any pension or indemnity fund established by their employing Member City to the same extent as while they are acting within the boundaries of their

employing Member City, and entitles them to all the rights and benefits of the Workers' Compensation Law to the same extent as while they are performing a service within the boundaries of their employing Member City.

3. Chapter 2744. of the Revised Code, insofar as it applies to the operation of a political subdivision, applies to each Member City that are parties to this Agreement and to their employees when they are rendering a service outside the boundaries of their respective Member City under the Agreement. Employees acting outside the boundaries of their employing Member City while providing a service under this Agreement may participate in any pension or indemnity fund established by that employee's Member City to the same extent as while they are acting within the boundaries of their respective Member City, and are entitled to all the rights and benefits of Chapter 4123 of the Revised Code to the same extent as while they are performing a service within the boundaries of their respective Member City.
4. This Agreement does not suspend the possession by a Member City receiving services hereunder, of any power or function that is exercised or performed on its behalf by another Member City under this Agreement.
5. Each Member City agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other Member Cities and the results thereof. Each Member City agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.
6. The Member Cities are political subdivisions and are entitled to all of the immunities and defenses provided by law.
7. Notwithstanding anything to the contrary, a Member City shall not be liable to another Member City for any special, consequential, incidental, punitive, or indirect damages or attorney fees arising from or relating to this Agreement.
8. No covenant, obligation, or promise of the Member Cities contained in this Agreement shall be deemed to be a covenant, obligation, or promise of any present or future council member, officer, or employee of the Member Cities in other than their official capacity and neither the officer, employee, or council members of the Member Cities approving or executing this Agreement shall be liable personally by reason of the covenants, obligations, or promises contained in this Agreement.
9. For employment relationship purposes, the provider Member City employee providing the Fleet Maintenance Services pursuant to this Agreement shall be considered an

employee of the provider Member City and shall not be entitled to any additional compensation or employment benefits from the receiving Member City.

10. The Member Cities agree to maintain records pertaining to this Agreement in compliance with Section 149.43 of the Ohio Revised Code (the "Public Records Law"). The Member Cities understand and acknowledge that this Agreement, and any reports, data, or other information supplied to another Member City due to the work performed pursuant to this Agreement, may be subject to disclosure as a public record in accordance with the laws of the State of Ohio, including the Public Records Law. The Member Cities agree to cooperate with each other so that the Member Cities can comply with any public record request. To the extent required by the laws of the State of Ohio, the Member Cities shall permit any authorized representative of the Auditor of the State of Ohio to audit and inspect any and/or all agreement related records necessary to prepare financial reports or conduct audits.
11. **Any party to this Agreement may withdraw at any time, provided, however, that a withdrawing Member City shall provide at least 30 days' written notice of withdrawal to one or more member municipalities with which it has entered into one or more letters of agreement to either receive or provide Fleet Maintenance Services.**
12. All Member Cities agree to attempt to resolve any differences or disputes arising from this Agreement or the provision of Fleet Maintenance Services, through a non-adversarial conflict resolution process prior to taking any formal legal action.
13. The effective date of this Agreement shall be the last date signed by a Member City and shall be for an initial 12-month period, subject to four, one-year renewal periods evidenced by a writing signed by the Member Cities authorizing a renewal.
14. Within the first 30 days of each 12-month renewal period, other municipalities or political jurisdictions may join this agreement, with support of member cities.
15. This Agreement may be amended in writing signed by an authorized representative of each participating Member City, as authorized by their respective legislative authorities, if required.
16. Each Member City shall provide a Certificate of Funds or Purchase Order, signed by that City's fiscal officer, evidencing the appropriation of funds sufficient to cover the costs of the services to be provided.
17. Fleet Maintenance staffs from each Member City are encouraged to meet jointly each quarter for the exchange of information and refinement of services.

18. This Agreement may be executed in multiple counterparts, each of which shall be recognized as an original signature.

19. This Agreement may be executed with signatures delivered by either facsimile or scanned email and copies of such signatures so delivered shall be deemed as originals.

IN WITNESS WHEREOF, the Member Cities, each by an authorized agent, have entered into this Agreement on the date last signed by a party below.

CITY OF COLUMBUS, OHIO

By: _____

Title: _____

Date: _____

CITY OF DUBLIN, OHIO

By: _____

Title: _____

Date: _____

CITY OF GAHANNA, OHIO

By: _____

Title: _____

Date: _____

CITY OF GRANDVIEW HEIGHTS

By: _____

Title: _____

Date: _____

CITY OF HILLIARD, OHIO

By: _____

Title: _____

Date: _____

CITY OF UPPER ARLINGTON

By: _____

Title: _____

Date: _____

CITY OF WORTHINGTON, OHIO

By: _____

Title: _____

Date: _____

CITY OF NEW ALBANY, OHIO

By: _____

Title: _____

Date: _____

CITY OF WESTERVILLE, OHIO

By: _____

Title: _____

Date: _____

EXHIBIT A:
SCOPE OF SERVICES

Member Cities that are staffed, able and available to provide Fleet Maintenance Services shall make all charges known, in advance of the work to be provided, to other Member Cities. "Charges" shall include all costs associated with providing the service, including hourly service charges, parts, administrative and/or diagnostic fees, after-hours or overtime fees, towing fees and specialty repair fees (if applicable).

Use of after-market parts, in addition to or instead of original equipment manufacturer parts, may be used contingent upon those after-market parts being covered under the same level and standard of warranty as original parts, and which parts perform in the same manner as original parts.

The use of a Member City's fleet maintenance services is subject to availability and a determination by that Member City that it has the time, resources and qualified staff to accommodate the fleet maintenance requests of another Member City.

After conducting an initial diagnostic inspection of the fleet vehicle, the service provider Member City shall provide an estimate of the charges, along with an estimated date for completion, to the receiving Member City. Upon written acceptance of the estimate by the receiving Member City, the provider Member City shall provide the service and complete the work (by way of one or more documents, this is the "letter of agreement" referenced in the Agreement). Each Member City shall keep accurate records of all services requested and received, including identifying vehicles, dates, estimates, odometer readings, fuel levels, costs and payments of accounts.

Service provider Member Cities shall promptly invoice receiving Member Cities for services provided hereunder, and receiving Member Cities shall pay those invoices within 30 days of receipt.

Any complaints regarding the level or quality of Services received shall promptly be made known to the provider Member City.

Member Cities may enter into exclusive contracts with one another to provide Fleet Maintenance Services on terms and conditions mutually agreed upon, and as authorized by their respective legislative authorities.