

**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, 2003 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.

EXHIBIT A

8. **Mechanic.** The Township shall provide funds not to exceed \$30,000, 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 \$30,000, 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, 2004, 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.

JEFFERSON TOWNSHIP TRUSTEES: CITY OF GAHANNA, OHIO

Chairman

Rebecca W. Stinchcomb, Mayor

Vice-Chairman

Trustee

APPROVED AS TO FORM:

Jefferson Township Attorney

Thomas L. Weber
Gahanna City Attorney