

AGREEMENT

This Agreement made and concluded at Celina, Ohio, this _____ day of _____, 2023 by and between the Board of Trustees of Hopewell Township, Mercer County, Ohio, hereinafter designated the "Trustees", which desires to provide fire protection to the Township, and the City of Celina Fire Department, Celina, Ohio, hereinafter called the "City", that operates a fire department.

It is mutually agreed by and between the parties hereto that this Contract for fire protection shall be in force and effect for a period of four (4) years, beginning on the 1st day of January 2024 and ending on the 31st day of December 2027. This agreement may be amended based on mutual agreement of both parties prior to the ending date. It is mutually understood and agreed that either party hereto may cancel and terminate this Agreement before the expiration thereof by giving a ninety (90) day written notice to the opposite party of its intention to do so.

The Trustees, in order to secure the fire protection services from the City for that portion of Sections 1 laying south of the centerline of Tama Road, that portion of Section 11 laying east of the centerline of Hoenie Road, all of Sections 12, 13 and 14, the south half of Sections 15 and 16, and all of Sections 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30, of Hopewell Township, agree to pay the City for that fire protection service Fifty-Seven (57%) percent of the net sum received by the Township from the fire levy, approved at the general election in November of 2021, with the first collection of that tax to be in 2024. Payment shall be semiannually as each settlement is received from the Mercer County Auditor.

The parties further agree that the City reserves the right to refuse to provide fire service in the event such service would jeopardize the property in the City of Celina, and it is mutually understood and agreed by and between the parties that in no event shall the City or its employees be liable for damages to any individual, firm or corporation of the Township on account of any act of commission or omission on the part of any employee or employees of the City. Further, the Township shall indemnify and hold the City harmless from any such liability.

The parties further agree that the Chief of the City of Celina Fire Department, or his designated representative, shall serve as Fire Prevention Officer for the above described said Sections of Hopewell Township during the term of this Contract.

In WITNESS WHEREOF, the Board of Trustees of Hopewell Township, Mercer County, Ohio, and the Safety Service Director of the City of Celina, duly authorized to execute this Agreement for and on behalf of the Township and City have hereunto affixed their names to duplicate copies hereof on the day and year first above written.

Signed in the presence of:

BOARD OF TRUSTEES OF HOPEWELL
TOWNSHIP, MERCER COUNTY, OHIO

Keith Canary, Trustee

Steve Heckler, Trustee

Eldon Sell, Trustee

Signed in the presence of:

CITY OF CELINA, OHIO

Thomas J. Hitchcock, Safety-Service Director

Approved as to Form:

George Erik Moore, Esq., Law Director

