

AGREEMENT

This Agreement made and concluded at Celina, Ohio, this _____ day of _____, 2017 by and between the Board of Trustees of Center Township, Mercer County, Ohio, hereinafter designated the "Trustees", and the City of Celina, Ohio, hereinafter called the "City", Witnesseth:

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 five (5) years, beginning on the 1st day of January 2018 and ending on the 31st day of December 2022. This agreement may be amended based on mutual agreement of both parties prior to the ending date. It is mutually understood and agreed, however, 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 services of said fire department for Sections 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 of Center Township, and to promote guard and protect the public welfare and safety, and in consideration of the covenants and agreements of said City, hereby promise and agree to pay to said City for such fire protection service the total sum of the tax millage from the fire levy collected for the area of the Township described above as was approved at the general election in November of 2017, during the term of this Agreement semiannually, as each settlement is received from the Mercer County Auditor.

The parties further agree that the City reserves the right to refuse to give fire department service in the event such service would jeopardize the property in the City of Celina, Ohio, and is mutually understood and agreed by and between the parties hereto, that in no event shall the City of Celina 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 and the Township shall indemnify and hold the City harmless from the same.

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

In WITNESS WHEREOF, the Board of Trustees of Center Township, Mercer County, Ohio, and the City of Celina, Ohio, by its Safety-Service Director, duly authorized by action of the Council to execute this Agreement for and on behalf of the 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 CENTER
TOWNSHIP, MERCER COUNTY, OHIO

Jeff Everman, Trustee

Rick Germann, Trustee

Jerry Albers, 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