

**JOINT AGREEMENT
BETWEEN
THE CITY OF WORTHINGTON, OHIO
AND THE
BOARD OF TOWNSHIP TRUSTEES OF SHARON TOWNSHIP
FRANKLIN COUNTY, OHIO**

THIS JOINT AGREEMENT IS ENTERED INTO the 5th day of May 1993 by and between the City of Worthington, an Ohio municipal corporation (the "City") and the Board of Township Trustees of Sharon Township, Franklin County, Ohio, an Ohio board of township trustees (the "Township").

W I T N E S S E T H:

WHEREAS, the City and the Township, through their designated representatives, have been engaged in discussions about the funding of fire and emergency medical services currently provided by the Township (the "Services") and funded by a continuing Township property tax of 6 mills on real and personal property located in the Township (including the City, the Village of Riverlea and unincorporated areas of the Township, all of which are collectively referred to as the "Entire Township"); and

WHEREAS, the City and the Township have concluded, based in part on the fact that a substantial amount of the Services are provided to areas outside the Entire Township for which the Township receives no revenue or compensation, that there is a more fair and equitable method for funding the Services than through a property tax levied by the Township on the Entire Township; and

WHEREAS, the City and the Township have further concluded that the Services should be provided by the City to the Entire Township and should be funded as provided in this Joint Agreement commencing on the 1st day of January 1994; and

WHEREAS, the City and the Township have further concluded that the new arrangement for providing and funding the Services, as set forth in this Joint Agreement, will not interrupt or compromise the quality of such Services to the Entire Township; and

WHEREAS, the City intends to remain part of the Entire Township and to provide Services to the Entire Township in exchange for the City being fairly compensated therefor as provided in this Joint Agreement; and

WHEREAS, the Township is authorized by Sections 9.60, 505.10, 505.101, 505.37 and 505.39 of the Ohio Revised Code, upon the approval of its Board of Trustees, to contract with the City for the purposes and upon the terms as are set forth in this Joint Agreement; and

WHEREAS, the City is authorized by the Ohio Constitution, the Charter of the City, and Sections 9.60, 133.01 et seq., 715.05, 715.21, 735.053, 737.21 and 737.24 of the Ohio Revised Code, upon the approval of its Council, to contract with the Township for the purposes and upon the terms as are set forth in this Joint Agreement; and

WHEREAS, the City and the Township have each concluded that the new arrangement for providing and funding the Services, as set forth in this Joint Agreement, is in the best long-term interests of the citizens and taxpayers of the Entire Township; and

WHEREAS, the City and the Township, through their respective elected and appointed officials, are committed to supporting each other in implementing the arrangement for providing and funding the Services as set forth in this Joint Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and of the promises and covenants hereinafter set forth it is agreed by and between the City and the Township as follows:

Section 1. Definitions. Unless the context in which they are used clearly requires a contrary meaning, the following terms shall have the following meanings when used in this Joint Agreement:

- (a) "Agreement" means this Joint Agreement Between the City of Worthington, Ohio and the Board of Trustees of Sharon Township, Franklin County, Ohio;
- (b) "Assets" means the assets constituting or related to the Division of Fire set forth on Appendix A;
- (c) "City" means the municipal corporation known as the City of Worthington, Ohio;
- (d) "Division of Fire" means the Township Division of Fire except where the use of the term "Division of Fire" in this Agreement clearly refers to the Division of Fire to be created and operated by the City on and after the 1st day of January 1994;
- (e) "Due Diligence Period" means the period between the date of execution of this Agreement and the 30th day of April 1993;

- (f) "Effective Date of this Agreement" means the 1st day of January 1994;
- (g) "Entire Township" means the territory comprised of the City, the Village, and the unincorporated areas of the Township;
- (h) "Liabilities" means the disclosed liabilities of or related to the Division of Fire set forth on Appendix B;
- (i) "New Liability" means a liability first arising between the expiration of the Due Diligence Period and Closing;
- (j) "Property" means the real estate, buildings and other improvements which are located at 6500 North High Street, Worthington, Ohio;
- (k) "Services" means fire, emergency medical, and fire inspection and prevention services, provided either directly or indirectly pursuant to mutual aid agreements or automatic response arrangements with other political subdivisions, by the Division of Fire;
- (l) "Township" means the political subdivision known as Sharon Township, Franklin County, Ohio;
- (m) "Undisclosed Liabilities" means any liability, fixed or contingent, of or related to the Division of Fire which is not set forth on Appendix B, including any additional claim made after the execution of this Agreement, in connection with any Liability;
- (n) "Village" means the municipal corporation known as the Village of Riverlea, Ohio;

Section 2. City to Remain Part of the Township. The City shall remain part of the Township subject to the good faith efforts of the Township to perform its obligations under this Agreement.

Section 3. Transfer of Assets of the Division of Fire. On the terms and subject to the conditions set forth in this Agreement, the Township shall transfer and convey to the City the legal title and ownership of the Assets which constitute or are directly related to the Division of Fire and its operations as of the date of this Agreement, together with replacements thereof and additions thereto made between the date of this Agreement and the Effective Date of this Agreement. A list of the Assets which exist as of the date hereof, is set forth on the attached Appendix A which is incorporated into and made a part of this Agreement.

Section 4. Assumption of Liabilities of the Division of Fire. On the Effective Date of this Agreement, the City shall assume all of the Liabilities or incur new debt sufficient in amount to pay

or otherwise satisfy them (and shall pay and satisfy them) and, to the extent such Liabilities are assumed, shall defend and hold harmless the Township from any obligations, cost, claim, judgment, demand or liability arising in connection therewith from and after the Effective Date of this Agreement. The Township represents that the current Liabilities are set forth on the attached Appendix B which is incorporated into and made part of this Agreement. The Liabilities include, without limitation, (a) the principal of and interest on \$2,632,500 Township Fire Station Construction and Equipment Notes dated May 20, 1991 (the "Notes"), which were originally registered in the name of Society Bank National Association. The Notes were issued for the purpose of constructing a fire station; furnishing and equipping the same, including acquiring rescue/pumper and ladder fire trucks; acquiring land and interests in land necessary for the foregoing; and landscaping and improving the site thereof. The outstanding principal balance of the Notes is presently \$2,303,000 and shall be \$1,974,000 as of the Effective Date of this Agreement and (b) obligations of the Division of Fire to provide Services to political subdivisions pursuant to mutual aid agreements or automatic response arrangements. If the due diligence conducted by the City, pursuant to Section 14 reveals Undisclosed Liabilities which, in the aggregate, are in excess of \$100,000, then the City shall have the right to terminate this Agreement on or before the 30th day of April 1993; if the Undisclosed Liabilities, in the aggregate, are \$100,000 or less, the City shall assume the Undisclosed Liabilities, or may incur new debt sufficient to satisfy the same (and shall pay and satisfy them), as of the Effective Date of this Agreement.

From the date of this Agreement until the Effective Date of this Agreement, the Township shall pay existing liabilities as such liabilities become due and incur new liabilities only in the normal course of business and on terms consistent with existing practices. In addition, from the date of this Agreement to the Effective Date of this Agreement, the Township shall promptly disclose to the City the nature and amount of any liabilities, fixed or contingent, incurred other than in the normal course of business.

Section 5. Closing. The Closing shall take place on or prior to the 31st day of December 1993, at a time and place mutually selected by the City and the Township. The transfer and conveyance of the Assets by the Township, and the assumption of Liabilities by the City, shall be effective as of the Effective Date of this Agreement.

At the Closing, the Township shall convey the Property to the City in the same condition as on the date of this Agreement (reasonable wear and tear excepted), by transferrable and recordable limited warranty deed, granting and warranting good and marketable fee-simple title to the Property, free and clear of all liens, encumbrances, restrictions, conditions, easements, encroachments,

and other defects, except for (a) such liens, encumbrances, restrictions, conditions, easements, encroachments and other defects set forth in Title Insurance Policy No. 36 0092 93 008466 issued by Chicago Title Insurance Company to the Township in connection with the Township's acquisition of the Property, and (b) any utility easements granted by the Township in connection with the construction of the building on the Property or to any other political subdivision. Upon commencement of the Due Diligence Period, the City shall promptly conduct a title examination of the Property. If such title examination discloses any other liens, encumbrances, restrictions, conditions, easements, encroachments or defects which, in the opinion of the City, adversely affects the City's anticipated use of the Property, the City shall give the Township written notice thereof at least twenty-one (21) days prior to the expiration of the Due Diligence Period. If the Township is unable to remedy, cure, or obtain title insurance over such defects to the reasonable satisfaction of the City by the expiration date of the Due Diligence Period, then the City shall have the right to either terminate this Agreement or to proceed with the transaction notwithstanding such defects.

In addition to the foregoing deed, at the Closing, the Township shall deliver to the City such bills of sale, assignments, certificates of title, and any other documents necessary to transfer legal title and ownership of the Assets to the City.

After the Closing, the City and the Township shall continue to cooperate to the fullest extent necessary to effectuate each and every provision of this Agreement.

Section 6. City to Provide and Fund Services as a Municipal Division of Fire. Subject to the provisions of Section 7 of this Agreement and upon the Effective Date of this Agreement, the City shall create and fund a municipal division of fire which shall provide Services to the Entire Township. Provided that the Township compensates and continues to compensate the City for the Services as set forth in this Agreement, the City shall provide Services to the Township until (a) the Township no longer exists as a separate political subdivision; (b) the City becomes a participant in a different method of providing Services (e.g. a regional plan of Service delivery) which is available to the Township and is adopted by area political subdivisions; or (c) the Township no longer desires Services from the City.

If Services to the unincorporated areas of the Township are discontinued because the Township (a) ceases to exist as a separate political subdivision; (b) no longer desires Services from the City; or (c) fails to compensate the City for Services; or if, at any time, the Village is not part of the Township Fire District, as provided for below; then, during all such times, the City shall continue to provide Services to the Village, through a Contract for Fire and Emergency Medical Services, on such reasonable terms and

conditions as may be agreed upon between the City and the Village and in the form substantially similar to the Contract for Fire and Emergency Medical Services attached hereto as Appendix C. Provided that the Village compensates and continues to compensate the City for the Services, the City shall provide Services to the Village until (a) the Village no longer exists as a separate political subdivision; (b) the City becomes a participant in a different method of providing Services (e.g. a regional plan of Service delivery) which is available to the Village and is adopted by area political subdivisions; or (c) the Village no longer desires Services from the City.

Section 7. Funding of Services. At a Special Election to be held on the 4th day of May 1993, the City shall seek the approval of its electorate for an increase in the rate of its municipal income tax from the current rate of One Percent (1.00%) to a new rate of One and Sixty-five One Hundredths of One Percent (1.65%). The principal use of the additional funds collected by the City from the increase in the rate of its income tax will be to operate the City Division of Fire.

(a) If such increase in rate of the income tax is approved by the City electorate on the 4th day of May 1993 or at some later date then:

- (i) the Township shall promptly form a Township Fire District in accordance with Ohio Revised Code Section 505.37, which shall not include the City. The Township shall seek to include the Village in the Township Fire District, with the approval by the Village; and
- (ii) the Township Fire District shall promptly seek the approval of its electorate of a Township Fire District property tax levy, at a millage rate sufficient to produce Township Fire District revenue not more than the amount of revenue currently collected by the Township from the unincorporated area of the Township and the Village for fire services, but in any event not more than the current effective rate of 4.0076 mills. The revenue produced by such property tax levy will be used for the purpose of providing funds for and establishing the amount of the Township's financial obligations under a Contract for Fire and Emergency Medical Services, which it shall enter into with the City effective the 1st day of January 1994, on such terms and conditions as may be agreed upon between the Township and the City and in the form substantially similar to the Contract for Fire and Emergency Medical Services attached hereto as Appendix D. Prior to January 1, 1999, the City shall not seek any increase in the amount to be paid by the Township Fire District to the City under such Contract in excess of the amount collected from the property tax levy of the

Township Fire District. On and after January 1, 1999, the City may only seek an increase in the amount to be paid by the Township Fire District to the City under such Contract if the City enacts additional property taxes or obtains the approval of its electorate for an income tax increase to fund its division of fire operations. Should the City seek an increase in the amount to be paid by the Township Fire District under such Contract, the Township Fire District shall thereupon promptly seek the approval of its electorate for a property tax increase to cover the cost of such increase. The Township Fire District shall only be required to increase the amount it pays under such Contract in an equitable proportion to the increase in taxes by the City (taking into consideration such factors as area to be served, demands on Service delivery, assessed property valuation and relative population), which "equitable proportion" shall be based on the revenue realized by the City to fund the operations of its Division of Fire and not based on the percentage rate increase by the City; and

- (iii) the Township shall promptly take such steps as are necessary to cause the 6 mill (currently collected at the effective rate of 4.0076 mills) continuing property tax levied for Services on property in the Entire Township not to be levied in 1993 for Tax Collection Year 1994 and for subsequent Tax Collection Years until such continuing property tax levy is repealed by the electors of the Entire Township; and
 - (iv) the City and the Township shall encourage the prompt circulation of a petition to place on the ballot at the next general election the approval of a repeal by the electors of the Entire Township of the 6 mill continuing property tax levied by the Township for the Services.
- (b) If such increase in rate of the income tax is not approved by the City electorate on the 4th day of May 1993 or at some later date then:
- (i) effective as of the 1st day of January 1994, the Township shall enter into a Contract for Fire and Emergency Medical Services with the City on such terms and conditions as may be agreed upon between the Township and the City and in the form substantially similar to the Contract for Fire and Emergency Medical Services attached hereto as Appendix D, and the Township shall continue to levy and collect from the Entire Township the current continuing property tax levied by the Township for such Services; the amount so levied and collected shall be the amount of the financial obligation of the Township under such Contract.

(c) If the Village at any time is not part of the Township Fire District and Services are being provided to the Village by the City Division of Fire in accordance with the terms and conditions of a Contract for Fire and Emergency Medical Services as set forth in Section 6 of this Agreement, then:

- (i) the Village will take such action as is necessary to pay for the cost of the Services. Prior to January 1, 1999, the amount which the Village will be required to pay for Services under such Contract will not exceed the amount which is currently being collected by the Township from the 6 mill continuing property tax levied for fire services on property situated within the Village. On and after January 1, 1999, the City may only seek an increase in the amount to be paid by the Village to the City under such Contract if the City enacts additional property taxes or obtains the approval of its electorate for an income tax increase to fund its division of fire operations. Should the City seek an increase in the amount to be paid by the Village under such Contract, the Village shall promptly take such action as is necessary to cover the cost of such increase. The Village shall only be required to increase the amount it pays under such Contract in an equitable proportion to the increase in taxes by the City (taking into consideration such factors as area to be served, demands on Service delivery, assessed property valuation and relative population), which "equitable proportion" shall be based on the revenue realized by the City to fund the operations of its Division of Fire and not based on the percentage rate increase by the City.

Section 8. Township Division of Fire Employees to be Offered Employment by the City in Its Division of Fire. In order to prevent interruption in the Services, the Township shall use its best efforts to provide the City with a full complement of Division of Fire employees employed in the positions set forth in Appendix E attached hereto, on the Effective Date of this Agreement. Accordingly, all full-time and part-time employees in the Division of Fire who are employed by the Township in the positions set forth in Appendix E, may, at their option and by notice to the Township on or before October 1, 1993, elect to become employed by the City in its Division of Fire on the 1st day of January 1994. On or before December 1, 1993, the Township shall provide the City with a list of employees who elected on October 1, 1993 to become employed by the City in its Division of Fire, together with a list of replacements of employees who did not so elect.

Commencing on the 1st day of January 1994, any Township employee in its Division of Fire who so elected, or his or her replacement,

shall become a City employee in its Division of Fire. Each such City employee shall:

1. be placed in a position classification as identical as possible to the position classification he or she held as a Township employee in its Division of Fire; and
2. have substantially similar duties as he or she had as a Township employee in its Division of Fire; and
3. be placed at the range and step level which applied to each such employee as of December 31, 1993.

The salary schedule of the City for employees in its Division of Fire as of January 1, 1994, shall be established on the basis of the following calculation:

1. each step for each position classification of employees in the Township Division of Fire set forth on the 1992 salary Resolutions of the Township (dated February 19, 1992 and April 22, 1992) shall be multiplied by not more than 1.06 in order to increase each step by not more than six percent (6%); and
2. the salary step amounts determined pursuant to paragraph 1 immediately above shall be increased by the percentage of any across-the-board increase authorized for all Classified City employees to be effective in 1994.

For salary schedule placement and pension purposes, such employees shall be given credit, as an employee of the City in its Division of Fire, for years of service with the Division of Fire. Commencing on the 1st day of January 1994 and thereafter, such employees who become employees of the City shall be subject to the Charter, Ordinances, Administrative Code, Personnel Rules and Regulations of the City, together with any other Rules and Regulations of the City and its Division of Fire as may thereafter be enacted, adopted or promulgated. The Township shall remain fully responsible for its Division of Fire employee relations through December 31, 1993 and the Township shall advise the City of any changes in salaries, benefits, positions or classifications of its Division of Fire employees which are made prior to the Effective Date of this Agreement.

All accrued and unused sick leave and vacation leave to the credit as an employee of the Division of Fire who becomes an employee of the City in its Division of Fire, as provided in the paragraph above, shall transfer with and remain a credit to the employee upon his or her becoming an employee of the City. Employee benefits other than those specifically enumerated herein shall not transfer with such employees, and commencing on the 1st day of January 1994 and thereafter, sick leave, vacation leave and other employee benefits of such employees shall be accrued, used and converted

pursuant to the Charter, Ordinances, Administrative Code, Personnel Rules and Regulations of the City, together with any other Rules and Regulations of the City or its Division of Fire as may thereafter be enacted, adopted or promulgated.

Section 9. Inside Millage of the Township. The current six tenths (0.60) mill inside millage currently levied by the Township on property of the Entire Township shall be reduced by the Township commencing for Tax Collection Year 1999 and for each Tax Collection Year thereafter in such amount as to cause such inside millage to be eliminated not later than Tax Collection Year 2001, except for that amount of inside millage which may be required to fund the cost of operating Joint Cemeteries of the City and the Township.

Section 10. Fire and Emergency Medical Services Advisory Board. Effective the 1st day of January 1994, the City shall establish a "Fire and Emergency Medical Services Advisory Board" and shall appoint nine (9) members thereto, at least three (3) of whom shall be appointed by the City upon recommendation of the Township and at least one (1) of whom shall be appointed by the City upon recommendation of the Village. In making the appointments, the recommendations of the Township and Village shall not be unreasonably disregarded. Subject to the ultimate authority of the City to manage and operate its Division of Fire, the purpose of such Board shall be to consult with and assist the City in maintaining and improving the quality and delivery of Services by and the operation of the City Division of Fire.

Section 11. Division of Fire Transition Plan. In recognition of the value of planning and the necessity to provide for smooth, orderly and uninterrupted Services to the Entire Township upon the transition of such Services to the City, the City and the Township shall frequently consult during the period between the date of this Agreement and the 1st day of January 1994.

Section 12. Division of Fire Building to be Named. In recognition of the long-standing and extraordinary service of Sharon Township in providing Services to the Entire Township and as a permanent tribute to those who do serve and have served as Trustees and as Division of Fire Employees of Sharon Township, the City shall name its Division of Fire building at 6500 North High Street the "Sharon Fire Station" and shall permanently display that name on the west facade of the building or on the brick wall on the west side of said building.

Section 13. Other Township Services Unaffected. It is the intention of the City and the Township in entering into this Agreement that other services provided by the Township (e.g. police protection and road maintenance) shall not be adversely affected. In addition, the City and the Township shall continue to operate, fund and maintain the Joint Cemeteries at Walnut Grove and Flint Road as they are now operated, funded and maintained.

Section 14. Due Diligence by the City. During the Due Diligence Period, the City and its representatives shall have the right to make such analysis of the Division of Fire and to conduct a review of the Assets, Liabilities, operational details, and such other matters related to the Division of Fire as the City determines may be relevant to or which may adversely affect its obligations under this Agreement, including without limitation: (a) the right to enter upon the Property for purposes of making surveys, soil tests, engineering studies, and other reviews, investigations, and examinations relating to the Property, and the Township shall make available to the City for examination all hazardous waste or environmental audits, studies, or other tests, surveys, soil tests, utility studies, civil engineering drawings, governmental or deed restrictions, zoning and building code information, plans, warranties, specifications and other data in possession or control of the Township with respect to the Property; (b) the right of access to all relevant books and records of the Township relating to the Assets, the Liabilities, and the Division of Fire and its employees, and the Township shall make available for examination the Township's financial statements, licenses, permits, approvals relating to the Property, all pension, retirement, incentive bonus, vacation, holiday, or other plans or policies for the benefit of employees of the Division of Fire, all contracts, commitments, or agreements with any third party relating to providing Services, and all other contracts, commitments, or agreements that materially affect the Assets or the operation of the Division of Fire, including all maintenance, equipment, supply, service management or security agreements; (c) the right to review the status, substance, and potential exposure associated with any pending or overtly threatened litigation, and (d) the right to review the extent and amount of any unfunded liabilities of the Township related to its Division of Fire (including accumulated employee benefits, if any).

If, for any reason, this transaction is not closed, the City shall return to the Township all documents, work papers, and other materials obtained from the Township relating to the transactions contemplated by this Agreement, and the City will use its best efforts to keep confidential all such information, except that such restriction shall not apply to any information (i) that is in or comes into the public domain or is a public record as defined by Ohio law, (ii) that was in possession of the City before the date of this Agreement, or (iii) that at any time lawfully comes into the possession of the City from third parties who have a right to disclose such information otherwise than in connection with this Agreement.

Section 15. Involuntary Termination of Agreement. In the event that this Agreement is involuntarily terminated or otherwise does not become effective on the Effective Date of this Agreement through no fault of either the City or the Township, the City and the Township shall consider an extension of the Effective Date of this Agreement if such an extension would be likely to serve the

long-term purposes of this Agreement. In the event of such an involuntary termination or if this Agreement does not become effective as provided herein, the Township shall continue to provide Services to the Entire Township and the City shall, to the extent of its ability, support the Township if it thereafter determines to place a property tax increase on the ballot for approval by the electors of the Entire Township, provided that such property tax increase is reasonably necessary to maintain the level and quality of Services to the Entire Township.

Section 16. Care of Property/Possession. From the date of this Agreement until the Effective Date of this Agreement, the Township shall, at its sole expense, keep and maintain the Assets, including the Property, in good condition and repair, and shall immediately remedy all violations of any state, federal, or local law, ordinance, or regulation affecting the Assets of which it receives notice or has knowledge. The Township shall be entitled to possession of the Assets until the Effective Date of this Agreement, and the City shall be entitled to exclusive possession of the Assets at and after the Effective Date of this Agreement.

Section 17. Damage or Destruction Prior to Closing. The Township shall have all risk of loss, damage, or destruction of the Assets, including the Property, prior to the Effective Date of this Agreement. In the event that all or a substantial part of the Assets, including the Property, shall be damaged, destroyed, or taken (by eminent domain by a political subdivision other than the City or otherwise) prior to the Effective Date of this Agreement, the City shall have the right, at its election, to either (a) terminate this Agreement without liability on its part, or (b) proceed with this transaction in which event the City shall be entitled to all insurance proceeds or condemnation awards payable to the Township as a result of such damage, destruction, or taking. The City shall notify the Township of its election within 30 days after the City's receipt from the Township of notice of (i) the existence of such damage, destruction, or taking, (ii) the estimated cost to repair or replace the damaged or taken portion of the Assets, and (iii) the amount of insurance proceeds or condemnation awards available for same. If the City fails to notify the Township of its election within such 30 day period, the City shall be deemed to have elected to terminate this Agreement.

Section 18. Contingencies. In addition to any other contingency provided in this Agreement, the obligation of the parties to transfer and receive the Assets shall be contingent upon the following:

- (a) The City's satisfaction with the reports of such engineering, environmental, or other inspections, studies, or tests deemed necessary or appropriate by the City;

- (b) The City's satisfaction with the results of its due diligence analysis of the Division of Fire, the Assets, the Liabilities, and the Property;
- (c) The parties' mutual satisfaction that on and after Closing the City shall have all obligations, and the Township shall have no obligations, with respect to satisfying the unpaid balance, as of the date of Closing, of the Notes described in Section 4 of this Agreement;

The City shall have until the expiration of the Due Diligence Period to satisfy itself as to those matters described in (a) and (b) above. If, during the Due Diligence Period, the City determines, in its sole discretion, that it is not satisfied with any of the matters described in (a) and (b) above, or if Undisclosed Liabilities in excess of \$100,000 are revealed during the Due Diligence Period, the City may terminate this Agreement by notice delivered to the Township on or before the last day of such period.

If the City or the Township learn of New Liabilities which, in the aggregate, are in excess of \$100,000, then the City shall have the right to terminate this Agreement by giving notice to the Township within thirty (30) days after the City is notified of any New Liability. If the Undisclosed Liabilities and the New Liabilities, in the aggregate, are each less than \$100,000, the City shall assume the Undisclosed Liabilities and New Liabilities as of the Effective Date of this Agreement.

While the City and the Township shall exert their best efforts to satisfy the contingency described in (c) above prior to the expiration of the Due Diligence Period, if such contingency cannot be satisfied prior to Closing, this Agreement shall terminate.

Section 19. Representations. The Township represents to the City that the following shall be true as of the Effective Date of this Agreement:

- (a) Except as otherwise disclosed to the City in writing, there are no actions, suits, or proceedings pending or, to the best of the Township's knowledge, threatened against or affecting the Property or the Assets at law or in equity or before any federal, state, or local governmental department, commission, board, bureau, agency, court or instrumentality;
- (b) The Township has the full capacity, power, and authority to enter into and perform this Agreement in accordance with its provisions as written;
- (c) The Township has received no notice from any authority that any toxic or hazardous waste, substance or material, as the same are defined or listed in 40 C.F.R. Part 261

or any other "Environmental Laws" as defined below, used in the operation of the fire and emergency medical services performed by the Division of Fire have been stored at or disposed of other than in accordance with all Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and governmental restrictions and requirements relating to the environment or hazardous substances; and

- (d) To the best of the Township's knowledge, the building structures upon the Property are in good maintenance and repair, and the Township knows of no repairs of any type or sort whatsoever which may be required presently or prior to the Effective Date of this Agreement in order to render such building structure safe and reasonably maintained, excepting normal maintenance work for buildings of similar types and ages.

In connection with the foregoing representations, the Township hereby specifically discloses that it is operating, and intends to continue to operate, a medical waste center on the Property and that it has not received any notice that such medical waste center is being operated other than in accordance with applicable laws and regulations. The Township hereby further discloses that there may be a sub-surface (soils compaction) deficiency below the concrete floor of the building on the Property. Because the precise nature and magnitude of such deficiency, if any, is not known as of the date of this Agreement, its nature and scope shall be subject to the Due Diligence Period and it shall be considered an Undisclosed Liability for the purposes of this Agreement.

The City represents to the Township that it has the full capacity, power, and authority to enter into and perform this Agreement in accordance with its provisions as written.

Section 20. Claims Against the Parties. Any lawsuit, claim, demand or other action or proceeding of every kind and description arising out of or incident to the delivery of Services or to the operation of the Division of Fire which occurred, or were alleged to have occurred, prior to the Effective Date of this Agreement shall be and forever remain the responsibility of the Township, irrespective of the date upon which such lawsuit, claim, demand or other action or proceeding is made or commenced. The Township shall defend and hold harmless the City from any judgment or other payment made in settlement thereof. The Township shall comply with the provisions of this Section through a valid and effective policy or policies of insurance, which the Township shall maintain up to the Effective Date of this Agreement, with such types of coverage and in such limits and amounts set forth on the attached Appendix F, which is made a part hereof, and shall cause the City to be an insured under such policy or policies of insurance.

Notwithstanding the foregoing, the obligation of the Township to defend and hold harmless the City for any such judgment or other payment shall exist only to the extent that the Township's policy or policies of insurance cover such lawsuit, claim, demand or other action or proceeding, and only to the extent of the limits of such policy or policies, except that the Township shall defend and hold the City harmless from any judgment or other payment made in settlement thereof for any lawsuit, claim, demand or other action or proceeding which is based on acts of willful misconduct alleged to have been committed by the Township (or its employees) prior to the Effective Date of this Agreement, regardless of the existence or extent of insurance coverage.

Any lawsuit, claim, demand or other action or proceeding of every kind and description (including those involving the adequacy of training or the qualifications of personnel during times when they were employed by the Township Division of Fire) arising out of or incident to the delivery of Services or to the operation of the City Division of Fire which occurred, or were alleged to have occurred, on or after the Effective Date of this Agreement shall be and forever remain the responsibility of the City, irrespective of the date upon which such lawsuit, claim, demand or other action or proceeding is made or commenced. The City shall defend and hold harmless the Township from any judgment or payment made in settlement thereof. The City shall comply with the provisions of this Section through a valid and effective policy or policies of insurance and shall cause the Township to be insured under such policy or policies of insurance.

Section 21. Severability. The intention of the parties to this Agreement is to comply with all laws and public policies, and this Agreement shall be construed consistently with all laws and public policies to the fullest extent possible. If and to the extent that any court of competent jurisdiction determines that it is impossible to construe any provision of this Agreement consistently with any law or public policy and consequently holds that provision to be invalid, such holding shall in no way affect the validity of the other provisions of this Agreement, which shall remain in full force and effect, but only to the extent that by maintaining the validity of such other provisions the rights of the parties are not substantially or materially affected thereby.

Section 22. Third Party Benefit. Except as otherwise provided hereunder, this Agreement is intended for the exclusive benefit of the parties to this Agreement and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party. With respect to Sections 6, 7(a)(i), 7(c) and 10 of this Agreement only, the Village shall be considered to be a third party beneficiary to this Agreement as those provisions relate to the continuity of Services provided to the Village, and the obligations of the City hereunder may be enforced directly by the Village. No changes may be made to the

Sections listed above without the prior written consent of the City and the Village.

Section 23. Remedies. If either party is in breach with respect to any of the provisions of this Agreement, the aggrieved party shall be entitled to any applicable remedy provided by this Agreement, or any available remedy at law or in equity in any court of competent jurisdiction. The remedies available to the parties to this Agreement are separate and cumulative, and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any other legal or equitable right which the parties may have.

Section 24. Governing Law. All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of Ohio.

Section 25. Survival. All agreements, obligations, and representations under this Agreement shall survive the Closing.

Section 26. Captions. The captions of the various sections of this Agreement are not part of the context of this Agreement, but are only labels to assist in locating those sections and shall be ignored in construing this Agreement.

Section 27. Complete Agreement. This document (including its Appendices) contains the entire agreement between the parties and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement shall be made or be binding on any party unless made in writing and signed by the duly authorized representatives of each party to this Agreement.

IN WITNESS WHEREOF, the City and the Township, through their respective and duly authorized representatives, have executed this Agreement on the date first written above.

THE CITY OF WORTHINGTON, OHIO

By *David B. Feder*
City Manager

THE BOARD OF TOWNSHIP TRUSTEES OF
SHARON TOWNSHIP, FRANKLIN COUNTY,
OHIO

By *Paul L. Bachelor*
Township Trustee

By *John Butterfield*
Township Trustee

By *Phil C. Hartman*
Township Trustee

Approved as to Form:

Wanda Miller
Prosecuting Attorney of
Franklin County, Ohio

Richard E. Harris
Director of Law of the
City of Worthington, Ohio

APPENDIX A

ASSETS

1. The real property and the building and other improvements located at 6500 North High Street, Worthington, Ohio.
2. The items of personal property listed on the inventory prepared by the Township and delivered to the City on 3/3/93.
3. All warranties, rights and claims relating to the other Assets listed herein or otherwise related to the operation of the Division of Fire.
4. All contracts and agreements with respect to providing the Services, and any other contract, agreement, lease, permit or license related to the other Assets listed herein or to the operation of the Division of Fire.
5. Cash on hand and cash held on deposit with any financial institution in connection with the operation of the Division of Fire, including without limitation the balances as of December 31, 1993 in the so-called Fire District Fund, the Bond Retirement Fund and the Permanent Improvement Fund, and to the extent not described above, all other loan proceeds from the Notes held by or in the control of the Township as of December 31, 1993.
6. All accounts receivable related to the operation of the Division of Fire.
7. All other assets of the Township, wherever located, used in connection with the operation of the Division of Fire.
8. Any of the above-described types of Assets hereafter acquired by the Township.

APPENDIX B

LIABILITIES

1. The Notes.
2. Construction Claim by Cody-Zeigler, Inc., described in the Complaint filed on March 5, 1993 in Franklin County Court of Common Pleas, Case No. 93CVH03-1652 (General Contractor on the construction of the building).
3. Construction Claim by States Electric Company, Inc.
4. Construction Claim by Stevens Painton, Inc.
5. Construction Claim by Capital City Caulking (Subcontractor).
6. Construction Claim by Meacham and Apel Architects, Inc.
7. Mechanics' Lien filed by Timberwood Landscape Company, Inc.
8. Mechanics' Lien filed by W.R. Shepherd.
- * 9. Pending Legal Actions:
 - (a) Judy Eastman v. Sharon Township Board of Trustees and Sharon Township Division of Fire, et al. (filed in both the District Court of Southern Ohio and the Franklin County Court of Common Pleas);
 - (b) Donna Baranek v. Sharon Township Board of Trustees and Sharon Township Division of Fire, et al. (filed in both the District Court of Southern Ohio and the Franklin County Court of Common Pleas);
 - (c) Brad Malatesta v. Sharon Township Board of Trustees and Sharon Township Division of Fire, et al. (Court of Appeals of Franklin County);
 - (d) Edgar Swanson, et al. v. Sharon Township, et al. (Court of Appeals of Franklin County);
 - (e) Grange Mutual v. Hall and Sharon Township Fire Department (Court of Appeals of Franklin County).
10. Workers' Compensation Claim filed by Craig Hall.
11. Workers' Compensation Claim filed by William Noble.

APPENDIX B (CON'T)

12. Potential claims arising from significant exposures to blood and body fluids as recorded in the Township Division of Fire's Significant Exposure File.
- * 13. Potential claims arising from routine emergency medical treatment as recorded on the Township Division of Fire's EMS Incident Report Log.
- * 14. Potential claims arising from routine rescue and fire response as recorded in the Township Division of Fire's Fire Incident Report Log.
15. Potential liability arising from possible non-compliance with ADA building requirements (the building has not been evaluated for ADA approval).
16. Customary and non-delinquent bills for utilities and other similar services incurred in connection with the ownership and operation and maintenance of the Assets.

* These claims are not considered Liabilities to the extent that they are covered by insurance or based on willful misconduct of the Township or its employees, and to such extent, shall not be assumed by the City pursuant to Section 4 of this Agreement.

**CONTRACT FOR FIRE AND EMERGENCY MEDICAL SERVICES
BETWEEN
THE CITY OF WORTHINGTON, OHIO
AND THE
VILLAGE OF RIVERLEA, OHIO**

WHEREAS, the City of Worthington operates a Division of Fire which provides fire, emergency medical, and fire inspection and prevention services (the "Services"); and

WHEREAS, the City and the Board of Township Trustees of Sharon Township, Franklin County, Ohio (the "Township") entered into an agreement dated as of May____, 1993 (the "Joint Agreement") under which Joint Agreement the City is obligated, under certain circumstances, to continue to provide fire and emergency medical services to the Village at such times that services to the unincorporated areas of the Township are discontinued or if, at any time, the Village is not part of the Township Fire District (as defined in the Joint Agreement); and

WHEREAS, the Village is a third-party beneficiary of certain provisions of the Joint Agreement; and

WHEREAS, the Joint Agreement provides that the City and Village shall enter into this Agreement; and

WHEREAS, Section 9.60 of the Ohio Revised Code authorizes and permits intergovernmental fire fighting agreements.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and of the promises and covenants hereinafter set forth it is agreed by and between the Village of Riverlea (the "Village") and the City of Worthington (the "City") as follows:

Section 1. City Services to the Village. The City shall provide Services to the Village either directly or indirectly through mutual aid agreements or automatic response arrangements with other political subdivisions.

Section 2. Effective Date and Term. This Contract shall become immediately effective at such time that services to the unincorporated areas of the Township are discontinued because the Township (a) ceases to exist as a separate political subdivision; (b) no longer desires services from the City; or (c) fails to compensate the City for services and the City determines to terminate services; or if, at any time, the Village is not part of the Township Fire District, and this Contract shall remain in full force and effect until terminated pursuant to Section 5 hereof.

Section 3. Cost of and Payment for Services. For Services provided by the City through December 31, 1998, the Village shall pay annually to the City (in the manner set forth in the last paragraph of this Section 3) an amount to be determined annually which amount shall be the lesser of:

- (a) the amount of revenue which the Sharon Township Fire District collected, or would have collected if the Village had remained a part of such Fire District, for Tax Collection Year 1994 from its fire service continuing property tax levy upon real and personal property located in the Village;
- (b) the amount of revenue which would be produced by a Village continuing property tax levy at an effective rate not greater than 4.0076 mills.

The source and manner of collection of the funds necessary to pay the City for the Services provided to the Village hereunder shall be determined in the sole discretion of the Village.

On and after January 1, 1999, the City may only seek an increase in the amount to be paid by the Village to the City if the City enacts additional property taxes or obtains the approval of its electorate for an income tax increase to fund its Division of Fire operations. Should the City seek an increase in the amount to be paid by the Village, the Village shall only be required to increase the amount it pays under this Contract in an equitable proportion to the increase in taxes by the City (taking into consideration such factors as area to be served, demands on Service delivery, assessed property valuation and relative population), which equitable proportion shall be based on the revenue realized by the City to fund the operations of its Division of Fire and not based on the percentage rate increase by the City.

In the event that the Village does not agree with the City about the increased amount which the City determines shall be paid by the Village under this Contract, and if, after forty-five (45) days of negotiation about such increased amount, the Village and the City remain unable to agree about such amount, then the matter will be determined by arbitration. The arbitration panel shall consist of one member appointed by the City, one member appointed by the Village and the third member appointed by the first two members so appointed. Once all members are appointed, the arbitration panel shall have thirty (30) days to resolve the dispute and render a decision, which shall be binding upon the parties.

If, during such period of negotiation and arbitration, a payment under this Contract becomes due, then the Village shall pay to the City the base amount which it had been paying prior to any notification of an increase due. So long as the matter is either being negotiated or arbitrated, then the failure of the Village to

pay such requested increased amount shall not constitute a breach under this Contract.

All annual payments required under this Contract shall be due and payable in equal semi-annual installments commencing on March 31 of the calendar year immediately following the effective date of this Contract and continuing on each November 30 and March 31 thereafter through and including the second of each such dates following the termination of this Contract.

Section 4. Activity Reports. The City shall provide the Village with periodic reports, not less frequently than quarterly, of its activities in the Village.

Section 5. Termination of Contract. This Contract may only be terminated if:

- (a) there is a breach of this Contract and the non-breaching party serves written notice of such breach on the other party who shall have one hundred twenty (120) days from the date of receipt of such notice to cure such breach; in no event shall the Services be terminated by the City during any notice or cure periods required by this paragraph (a);
- (b) the Village ceases to exist;
- (c) the City becomes a participant in a different method of providing Services (e.g. a regional plan of Service delivery) which is available to the Village and is adopted by area political subdivisions;
- (d) the Village no longer desires Services from the City and so notifies the City.

The City may not and shall not otherwise unilaterally terminate this Contract.

Section 6. Non-Waiver. The failure of either party to insist upon compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon a breach of this Contract by any other party shall not affect or constitute a waiver of the right of such party to insist upon such compliance, to enforce any such right, or to seek any such remedy for a breach or any prior, contemporaneous, or subsequent breach; nor shall any custom or practice of the parties at variance with any provision of this Contract affect or constitute a waiver of any right of a party to demand strict compliance with the provisions of this Contract.

Section 7. Governing Law. All questions concerning the validity or meaning of this Contract or relating to the rights and obligations of the parties with respect to performance under this

Contract shall be construed and resolved under the laws of the State of Ohio.

Section 8. Captions. While the captions of various sections of this Contract are not part of its context, captions may be used in construing this Contract.

Section 9. Complete Agreement and Amendment. Except for the Joint Agreement, this document contains the entire agreement between the parties and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter hereof. No amendments to this Contract shall be made or be binding on any party unless made in writing and signed by the duly authorized representatives of each party to this Contract.

IN WITNESS WHEREOF, the City and the Village, through their respective and duly authorized representatives, have executed this Contract to be effective on the ____ day of _____ 19__.

THE CITY OF WORTHINGTON, OHIO

By _____
City Manager

THE VILLAGE OF RIVERLEA, OHIO

By _____

Approved as to Form:

Village Solicitor for the
Village of Riverlea, Ohio

Director of Law for the
City of Worthington, Ohio

**CONTRACT FOR FIRE AND EMERGENCY MEDICAL SERVICES
BETWEEN
THE CITY OF WORTHINGTON, OHIO
AND THE
BOARD OF TRUSTEES OF SHARON TOWNSHIP
FRANKLIN COUNTY, OHIO**

WHEREAS, the Board of Trustees of Sharon Township have formed a Township Fire District pursuant to Section 505.37(C) of the Ohio Revised Code; and

WHEREAS, the City of Worthington operates a Division of Fire which provides fire, emergency medical, and fire inspection and prevention services; and

WHEREAS, the Board of Trustees of Sharon Township desires to obtain, on behalf of the Township Fire District, and the City of Worthington desires to provide fire, emergency medical, and fire inspection and prevention services to the Township Fire District; and

WHEREAS, Section 9.60 of the Ohio Revised Code authorizes and permits intergovernmental fire fighting agreements.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and of the promises and covenants hereinafter set forth it is agreed by and between the Board of Trustees of Sharon Township, Franklin County, Ohio, an Ohio board of township trustees (the "Township"), on behalf of the Township Fire District, and the City of Worthington, an Ohio municipal corporation (the "City"), as follows:

Section 1. City Services to the Township Fire District. The City shall provide fire, emergency medical, and fire inspection and prevention services to the Township Fire District, as hereinafter defined, either directly or indirectly through mutual aid agreements or automatic response arrangements with other political subdivisions.

Section 2. Township Fire District Territory. The Township Fire District shall consist of:

- (a) the entire unincorporated area of the Township; and
- (b) the area of the Village of Riverlea, so long as the Village is a part of the Township Fire District.

If the Village of Riverlea subsequently withdraws from the Township Fire District, the Township Fire District shall consist only of the

entire unincorporated area of the Township. The City shall not be part of the Township Fire District.

Section 3. Effective Date and Term. This Contract shall be effective on the 1st day of January 1994 and shall remain in full force and effect until terminated pursuant to Section 6 hereof.

Section 4. Cost of and Payment for Services. For Services provided by the City between January 1, 1994 and December 31, 1998, the Township Fire District shall pay annually to the City (in the manner set forth in the last paragraph of this Section 4) an amount to be determined annually which amount shall be the lesser of:

- (a) the amount of revenue which the Township collected for Tax Collection Year 1993 from its fire service continuing property tax levy upon the unincorporated areas of the Township and the Village of Riverlea;
- (b) the amount of revenue produced by a Township Fire District continuing property tax levy upon the unincorporated areas of the Township and the Village of Riverlea which tax levy shall be at an effective rate not greater than 4.0076 mills.

Notwithstanding the foregoing, if the Village of Riverlea subsequently withdraws from the Township Fire District, the amount to be paid annually to the City by the Township Fire District, in the manner set forth in the last paragraph of this Section 4, shall be the lesser of:

- (a) the amount of revenue which the Township collected for Tax Collection Year 1993 from its fire service continuing property tax levy upon the unincorporated area of the Township;
- (b) the amount of revenue produced by a Township Fire District continuing property tax levy upon the unincorporated area of the Township which tax levy shall be at an effective rate not greater than 4.0076 mills.

On and after January 1, 1999, the City may only seek an increase in the amount to be paid by the Township Fire District to the City if the City enacts additional property taxes or obtains the approval of its electorate for an income tax increase to fund its Division of Fire operations. Should the City seek an increase in the amount to be paid by the Township Fire District, the Township Fire District shall thereupon promptly seek the approval of its electorate for a property tax increase to cover the cost of such increase. The Township Fire District shall only be required to increase the amount it pays under this Contract in an equitable proportion to the increase in taxes by the City (taking into

consideration such factors as area to be served, demands on Service delivery, assessed property valuation and relative population), which equitable proportion shall be based on the revenue realized by the City to fund the operations of its Division of Fire and not based on the percentage rate increase by the City.

In the event that the Township Fire District does not agree with the City about the increased amount which the City determines shall be paid by the Township Fire District under this Contract, and if, after forty-five (45) days of negotiation about such increased amount, the Township Fire District and the City remain unable to agree about such amount, then the matter will be determined by arbitration. The arbitration panel shall consist of one member appointed by the City, one member appointed by the Township Fire District and the third member appointed by the first two members so appointed. Once all members are appointed, the arbitration panel shall have thirty (30) days to resolve the dispute and render a decision, which shall be binding upon the parties.

If, during such period of negotiation and arbitration, a payment under this Contract becomes due, then the Township Fire District shall pay to the City the base amount which it had been paying prior to any notification of an increase due. So long as the matter is either being negotiated or arbitrated, then the failure of the Township Fire District to pay such requested increased amount shall not constitute a breach under this Contract.

All annual payments required under this Contract shall be due and payable in equal semi-annual installments commencing on March 31, 1995 and continuing on each November 30th and March 31st thereafter through the second of such dates following the termination of this Contract.

Section 5. Activity Reports. The City shall provide the Township Fire District with periodic reports, not less frequently than quarterly, of its activities in the Township Fire District.

Section 6. Termination of Contract. This Contract may only be terminated if:

- (a) there is a breach of this Contract and the non-breaching party serves written notice of such breach on the other party who shall have one hundred twenty (120) days from the date of receipt of such notice to cure such breach; in no event shall the Services be terminated by the City during any notice or cure periods required by this paragraph (a);
- (b) the Township Fire District ceases to exist;
- (c) the City becomes a participant in a different method of providing Services (e.g. a regional plan of

Service delivery) which is available to the Township Fire District and is adopted by area political subdivisions;

- (d) the Township Fire District no longer desires Services from the City and so notifies the City.

The City may not and shall not otherwise unilaterally terminate this Contract.

Section 7. Non-Waiver. The failure of either party to insist upon compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon a breach of this Contract by any other party shall not affect or constitute a waiver of the right of such party to insist upon such compliance, to enforce any such right, or to seek any such remedy for a breach or any prior, contemporaneous, or subsequent breach; nor shall any custom or practice of the parties at variance with any provision of this Contract affect or constitute a waiver of any right of a party to demand strict compliance with the provisions of this Contract.

Section 8. Governing Law. All questions concerning the validity or meaning of this Contract or relating to the rights and obligations of the parties with respect to performance under this Contract shall be construed and resolved under the laws of the State of Ohio.

Section 9. Captions. While the captions of various sections of this Contract are not part of its context, captions may be used in construing this Contract.

Section 10. Complete Agreement and Amendment. Except for the Joint Agreement executed on May____, 1993 between the City and the Township, this document contains the entire agreement between the parties and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter hereof. No amendments to this Contract shall be made or be binding on any party unless made in writing and signed by the duly authorized representatives of each party to this Contract.

IN WITNESS WHEREOF, the City and the Township, through their respective and duly authorized representatives, have executed this Contract to be effective on the 1st day of January 1994.

THE CITY OF WORTHINGTON, OHIO

By _____
City Manager

THE BOARD OF TOWNSHIP TRUSTEES OF
SHARON TOWNSHIP, FRANKLIN COUNTY,
OHIO

By _____
Township Trustee

By _____
Township Trustee

By _____
Township Trustee

Approved as to Form:



Prosecuting Attorney of
Franklin County, Ohio

Director of Law for the
City of Worthington, Ohio

APPENDIX E

EMPLOYEE POSITIONS OF THE SHARON TOWNSHIP
DIVISION OF FIRE

Administrative Positions

- 1 Fire Chief
- 1 Division Fire Chief
- 1 Assistant Fire Chief
- 1 Administrative Secretary
- 1 Full-time Fire Inspector
- 1 Part-time Fire Inspector *
- 1 Part-time Fire Educator *

Suppression

- 3 Lieutenants
- 3 Captains
- 21 Full-time Firefighters (15 Emergency Medical Technician-Paramedics)
- 30 Part-time Firefighters (6 Emergency Medical Technician-Paramedics) *
- 4 Full-time Dispatchers **
- 11 Part-time Dispatchers * **

* The City of Worthington Division of Fire will not guarantee to the employees in the Part-time positions listed above that a minimum (or any) number of hours will be scheduled.

** If Dispatching is anticipated to be a function of the Division of Fire as of January 1, 1994, then those Full- and Part-time Dispatchers employed on October 1, 1993 will be subject to the election and subsequent employment provisions set forth in Section 8 of this Agreement.

APPENDIX F

SHARON TOWNSHIP TRUSTEES
SUMMARY OF COVERAGES

Package Policy
Cincinnati Insurance Company
Policy No. CPP0638636

PROPERTY:

\$1,984,500	Blanket Building and Contents Limit Direct Risks of Physical Loss Subject to Listed Policy Exclusions Excluding Earthquake and Flood Replacement Cost 90% Coinsurance, Agreed Amount Clause
\$500	Deductible
\$25,000	Blanket Extra Expense Limit Direct Risks of Physical Loss Subject to Listed Policy Exclusions Excluding Earthquake and Flood 40% - 80% - 100% Monthly Limitation

COMMERCIAL GENERAL LIABILITY:

\$1,000,000	Each Occurrence Limit
\$1,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal and Advertising Injury Limit
\$100,000	Fire or Explosion Damage Limit
\$5,000	Medical Expense Limit

EMPLOYEE BENEFIT LIABILITY:

\$100,000	Each Occurrence Limit
\$300,000	Aggregate Limit
\$1,000	Each Occurrence Deductible

EMPLOYER'S LIABILITY:

\$100,000	Aggregate Limit of Insurance
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APPENDIX F (CON'T)

Law Enforcement Professional Liability
Monticello Insurance Company
Policy No. MLE100469

\$1,000,000 Occurrence Limit of Liability
\$1,000,000 Aggregate Limit of Liability
\$5,000 Deductible

Public Official & Employees Liability
National Union Insurance
Policy No. POL439-51-77

\$1,000,000 Aggregate Limit of Liability
\$5,000 Retention Each Loss

Commercial Auto Policy
Personal Service Insurance Company
Policy No. PES530010-34

\$1,000,000 Combined Single Limit of Liability
\$1,000,000 Uninsured Motorists
\$250 Deductible Comprehensive
\$500 Deductible Collision
Non-owned & Hired Auto Coverage
No Collision Insurance for Vehicle Numbers
8, 9, 10, 11, 13 and 14.
No Comprehensive Insurance for vehicle #11