

**Resolution #08-0616-14**

**Authorizing the Township Administrator to sign a joint services agreement with Berlin Township**

**WHEREAS**, the Liberty Township Board of Trustees has had the opportunity to review the proposed Joint Service Agreement, and

**WHEREAS**, the proposed concept fairly distributes the tax base generated as agreed upon by the representatives of the two communities, and

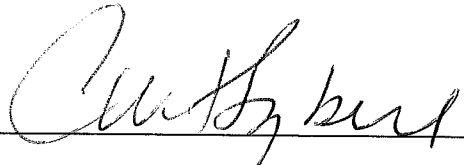
**NOW, THEREFORE BE IT RESOLVED** by the Liberty Township Board of Trustees, Delaware County, that the attached Joint Services Agreement is approved as presented, and

**BE IT FURTHER RESOLVED**, that the Liberty Township Board of Trustees authorizes the Township Administrator to sign the agreement accordingly and coordinate the required activities in the upcoming years..

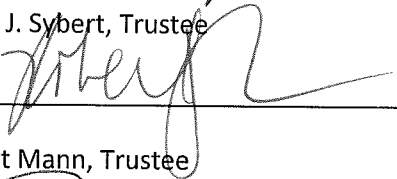
This Resolution shall be in force and become effective immediately upon its execution.

June 16, 2008

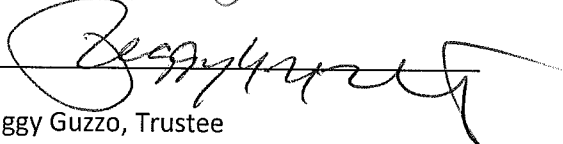
Date



Curtis J. Sybert, Trustee

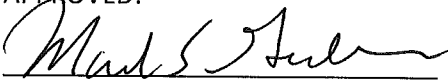


Robert Mann, Trustee



Peggy Guzzo, Trustee

APPROVED:



Mark Gerber, Fiscal Officer

**CONTRACT FOR FIRE, POLICE AND EMERGENCY SERVICES  
BY AND BETWEEN  
BERLIN TOWNSHIP AND LIBERTY TOWNSHIP  
FOR TWO PARCELS OF REAL ESTATE LOCATED AT  
59 AND 62 GREIF PARKWAY, DELAWARE, OHIO  
BOTH SITUATED IN DELAWARE COUNTY, OHIO**

**1. INTRODUCTION AND PURPOSE**

This contract for services for fire, police and emergency services ("Joint Services Contract") is made and entered into on the date subscribed below, by and between the Berlin Township Board of Trustees, as duly elected officers for Berlin Township, Delaware County, Ohio ("Berlin Township") and the Liberty Township Board of Trustees, as duly elected officers for Liberty Township, Delaware County, Ohio ("Liberty Township") to provide services for fire, police and other emergency services for two parcels of real estate, the first located at 59 Greif Parkway, Delaware, Ohio 43015, bearing a Delaware County Auditor's parcel identification of 419-44-005-014-000 and the second located at 62 Greif Parkway, Delaware, Ohio 43015, bearing a Delaware County Auditor's parcel identification of 419-44-005-001-000 (collectively "subject parcels"). The subject parcels are located partially in Liberty Township and partially in Berlin Township. The full amount of tax revenue earned for the subject parcels for the township general levy, along with the fire services levy is directed to Liberty Township from the Delaware County Auditor. The purpose of this Joint Services Contract is to define specific services which will be provided to the subject parcels by each township and to provide fair compensation for those services.

**2. OVERVIEW OF AUTHORITY**

**2.1** WHEREAS O.R.C. 505.37(B) authorizes the boards of township trustees of any two or more townships to unite in use and operation of fire-fighting equipment, or for any other purpose designated in sections 505.37 to 505.42 of the Revised Code and further authorizes the boards of township trustees to prorate the expense of the joint action on any terms that are mutually agreed upon; and

**2.2** WHEREAS O.R.C. 505.43 authorizes boards of township trustees to enter into a contract with one or more townships in order to obtain police protection, or to obtain additional police protection upon any terms that are agreed to by them, for services of police departments or use of police equipment, or the interchange of the service of police departments or use of police equipment within the several territories of the contracting subdivisions, if the contract is first authorized by respective boards of township trustees or other legislative bodies. The cost of the contract may be paid for from the township general fund or from funds received pursuant to the passage of a levy authorized pursuant to division (J) of section 5705.19 and section 5705.25 of the Revised Code; and

WHEREAS O.R.C. 505.44 authorizes boards of township trustees to enter into a contract with one or more townships for the interchange of services from ambulance or emergency medical service organizations upon such terms as are agreed to by them. The contract may provide for a fixed annual charge to be paid at the times agreed upon and stipulated in the contract, or for compensation based upon a stipulated price for each run, call, or emergency or the elapsed time of service required in such run, call, or emergency, or any combination thereof.

**3. SCOPE OF SERVICES**

**3.1 MUTUAL AID AGREEMENTS:** On or about November 4, 1974, Berlin Township entered into a mutual aid agreement with all participating fire districts in the State of Ohio ("Berlin Mutual Aid Agreement"). On or about April 20, 1992, Liberty Township entered into a mutual aid agreement with all participating fire districts in the State of Ohio ("Liberty Mutual Aid Agreement"). This Joint Services Contract shall not invalidate or alter any provision of the Berlin Mutual Aid Agreement or the Liberty Mutual Aid Agreement, which shall continue in full force and effect upon approval and adoption hereof.

**3.2 BERLIN TOWNSHIP:** Berlin Township, by and through the appropriate response agency, shall be required to perform the following services:

- 3.2.1. Respond to fire, police and other emergency calls related to incidents related to or occurring on those portions of the subject parcels which are located in Berlin Township;
- 3.2.2. Provide fire, police and other emergency assistance to those portions of the subject parcels which are located in Berlin Township;
- 3.2.3. All Fire companies responding as "Additional Response" shall report to the Incident Commander, and shall operate according to known SOG's and accepted practices for the region.

**3.3 LIBERTY TOWNSHIP:** Liberty Township, by and through the appropriate response agency, shall be required to perform the following services:

- 3.3.1. Respond to fire, police and other emergency calls related to incidents related to or occurring on those portions of the subject parcels which are located in Liberty Township;
- 3.3.2. Provide fire, police and other emergency assistance to those portions of the subject parcels which are located in Liberty Township;
- 3.3.3. All Fire companies responding as "Additional Response" shall report to the Incident Commander, and shall operate according to known SOG's and accepted practices for the region.

**4. CHARGES FOR SERVICES/METHOD OF PAYMENT:**

- 4.1 **CURRENT CHARGES/FEEES:** Liberty Township currently receives 100% of the general tax revenue for the subject parcels, as well as revenue from any fire, police and emergency services levies assessed against the subject parcels. Portions of the subject parcels are located in Berlin Township. Due to expected growth, development and construction on the subject parcels, the respective Boards of Trustees have determined that the necessity for fire, emergency and police services will vary during the term of this Joint Services Contract.
- 4.2 **METHOD OF COMPUTATION:** Due to the uncertainty of growth, construction and requirement for fire, police and emergency services for the subject parcels, Liberty Township and Berlin Township have determined that it is fair and equitable and in the best interest of the respective townships to apportion revenue from the general tax levy as well as revenue from any special levy for fire, police and emergency services on an annual basis as fair compensation under the terms of this Joint Services Contract.
- 4.3 **CHARGES/FEEES:** Pursuant to the terms of this Joint Services Contract and effective January 1, 2008, the Liberty Township Board of Trustees shall pay to Berlin Township from the general fund of Liberty Township an amount equal to forty percent (40%) of the annual sum of all revenue derived from the general real estate tax levy against the subject parcels and all revenue derived from any special assessment for fire, police any emergency services from the subject parcels as compensation for the services set forth in this contract.
- 4.4 **PAYMENT DATE:** All amounts due under the terms of this Joint Services Contract shall be paid from Liberty Township to Berlin Township once annually, which amount shall be paid on or before December 1 of each year. The first payment date shall be on or before December 1, 2008, and shall include the full proration as set forth in Section 4.3 herein.

## 5. FUTURE LEVIES

- 5.1 **DEFINITION:** Both Liberty Township and Berlin Township hereby agree that from time to time additional tax levies may be assessed against the subject parcels as authorized by the Ohio Revised Code ("future levies").
- 5.2 **INCLUSION:** Insofar as any future levies represent collection of fees or expenses proposed or incurred by Berlin Township or Liberty Township for fire, police or emergency services as delineated by this contract, any revenue received from such future levies shall be included in the annual sum of revenue described in Section 4.3 of this Joint Services Contract as due and payable in Section 4.4 herein.
- 5.3 **EXCLUSION:** Revenue for any future levies which are not related to fire, police or emergency services shall be collected by and paid solely to the levying township.
- 5.4 **GOOD FAITH EFFORTS:** Liberty Township and Berlin Township agree to cooperate and apply good faith efforts in discussions and negotiations for compensation from additional levies for services not contemplated by this Joint Services Contract which may be required from both townships in the future for the subject parcels.

Joint Services Contract for Fire, Police and Emergency Services

Liberty Township - Berlin Township

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6. **TERM OF CONTRACT**

- 6.1 **APPROVAL:** This Joint Services Contract shall be unanimously adopted and signed by the current Board of Trustees for Liberty Township and the current Board of Trustees for Berlin Township. A fully signed original of the Agreement shall be provided to each party.
- 6.2 **COMMENCEMENT/EXPIRATION DATE:** This Joint Services Contract shall continue for a ten (10) year period, commencing upon the date of unanimous adoption by each of the respective Boards of Trustees and continuing until December 31, 2017.
- 6.3 **EXTENSION/TERMINATION:** Upon mutual agreement duly adopted by both the Board of Trustees for Liberty Township and the Board of Trustees for Berlin Township, this Joint Services Contract may be extended. Any extension of this Joint Services Contract beyond the term described in Section 6.2 of this Joint Services Contract shall be done in writing and signed by a majority of the members of each Board of Trustees. Absent such agreement, this Contract shall terminate upon the expiration of the term described in Section 6.2 of this Joint Services Contract.

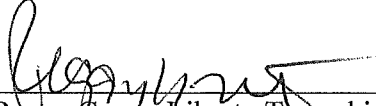
7. **MISCELLANEOUS**

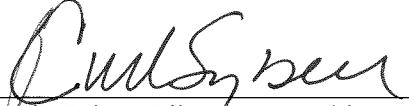
- 7.1 **NON-ASSIGNABILITY:** Neither party may assign, convey, pledge or otherwise encumber its interest in this Joint Services Contract.
- 7.2 **APPLICABLE STATE LAW:** This Joint Services Contract shall be governed by and construed in accordance with the laws of the State of Ohio. Any and all disputes arising from this Joint Services Contract shall be filed and decided in the courts of Delaware County, Ohio.
- 7.3 **ENTIRE AGREEMENT:** This Joint Services Contract shall embody the entire Agreement between the parties with respect to the matters referred to therein, and it shall not be modified, except in writing as mutually agreed between the parties.
- 7.4 **SUCCESSORS/ASSIGNS:** This Joint Services Contract and the terms and provisions thereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties thereto;
- 7.5 **NOTICE:** Any notice or other communication required and permitted in connection with this Joint Services Contract shall be deemed to have been given if delivered by hand or by first class mail, postage prepaid, at the principal place of business of the Liberty Township Board of Trustees and the Berlin Township Board of Trustees.

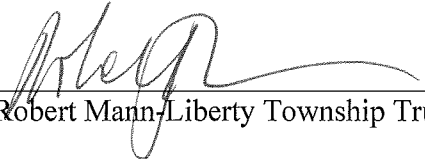
- 7.6 **CAPTIONS:** The captions or headnotes of the various sections in this Joint Services Contract are intended for convenience and for reference purposes only and do not limit the scope or intent of the Joint Services Contract;
- 7.7 **HOLD HARMLESS:** Both Berlin Township and Liberty Township agree to be responsible for their own actions and those of their officers, employees, contractors agents and assigns and further agree hold the other harmless from and against any and all claims, demands, damages, actions or causes of action, together with any and all losses, costs or expenses in connection therewith or related thereto asserted by any person or persons for bodily injury, death or property damage arising or in any manner related to the services provided under the terms of this Joint Services Contract and any modification and extensions hereto.
- 7.8 **SEVERABILITY:** If any item, condition, portion or section of this Joint Services Contract or the application thereof to any person, premises, or circumstance shall to any extent be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision or section or section to persons, premises or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Joint Services Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

APPROVED THIS 16 DAY OF

June, 2008:

  
 \_\_\_\_\_  
 Peggy Guzzo-Liberty Township Trustee

  
 \_\_\_\_\_  
 Curtis Sybert-Liberty Township Trustee

  
 \_\_\_\_\_  
 Robert Mann-Liberty Township Trustee

**BOARD OF TRUSTEES OF  
 LIBERTY TOWNSHIP,  
 DELAWARE COUNTY, OHIO**

APPROVED THIS \_\_\_ DAY OF

\_\_\_\_\_, 2008:

\_\_\_\_\_  
 Phillip Panzarella-Berlin Township Trustee

\_\_\_\_\_  
 Tom D'Amico-Berlin Township Trustee

\_\_\_\_\_  
 Ronald W. Bullard-Berlin Township Trustee

**BOARD OF TRUSTEES OF  
 BERLIN TOWNSHIP,  
 DELAWARE COUNTY, OHIO**

## Dave Anderson

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**From:** Hitzeman, Janice [JHitzeman@co.delaware.oh.us]  
**Sent:** Monday, June 02, 2008 2:14 PM  
**To:** Dave Anderson; pguzzo@earthlink.net; Sybert, Curtis; Robert Mann; Mark Gerber  
**Cc:** Phil Panzarella; Ron Bullard; trusteeamico@berlintwp.us; Yost, David; Owen, William; Betts, Christopher  
**Subject:** Joint Service Contract  
**Attachments:** Liberty-Berlin Greif Joint Services Contract (P&D).pdf

Dear Berlin Township Board of Trustees, Liberty Township Board of Trustees, Fiscal Officer and Administrator:

Pursuant to a joint request by Berlin Township Trustee Phillip Panzarella and Liberty Township Trustee Peggy Guzzo, please find attached the draft services contract for the two Greif parcels located at 59 and 62 Greif Parkway, Delaware, Ohio. These parcels are currently slated for development by P&D Builders. Although portions of the subject parcels are located in Berlin Township, the Delaware County Auditor is providing 100% of the general tax levy for both parcels to Liberty Township. It is my understanding that the respective Boards of Trustees have tentatively agreed to equitably divide the tax revenue between the Liberty Township and Berlin Township in a 40-60 split.

The Ohio Revised Code does not give specific authority to the townships to apportion general tax revenue between various subdivisions. Since both Berlin Township and Liberty Township will be providing services to those areas of the subject parcels located within the respective townships, the Ohio Revised Code does authorize joint service agreements under R.C. 505.37(B), 505.43 and 505.44.

Based on the information provided by Trustee Guzzo and Trustee Panzarella, I have attached an initial draft of the proposed joint services agreement for review by the various board members. The agreement calls for a ten (10) year term, with one annual payment due on or before December 1 of each year. These terms can be modified to represent alternate terms as agreed upon by the parties.

Please review the contract and let me know if you have questions or concerns. When I have approval of the terms from both Boards, I will forward the originals for signature and formal adoption in open session.

Janice Hitzeman  
Assistant Prosecuting Attorney  
Delaware County Prosecutor's Office  
140 North Sandusky Street 3rd Floor  
Delaware, Ohio 43015  
Telephone: (740) 833-2700  
Facsimile: (740) 833-2689

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