

AMENDED CONTRACT FOR FIRE PROTECTION

This Amended Contract For Fire Protection ("Amended Contract") is entered into this 26th day of December, 2016, by and between the City of Wauseon, Ohio ("City") and the Board of Trustees of the Township of Dover, Fulton County, Ohio ("Dover") (the parties are collectively referred to as the "Parties").

WHEREAS, the City and Dover previously entered into a Contract For Fire Protection dated March 21, 2001 ("Original Contract"), for the furnishing of fire protection and emergency medical services from the City to Dover for the benefit of the inhabitants thereof in return for payment from Dover for such services.

WHEREAS, the City and Dover desire to amend the Original Contract to increase the compensation to be paid the City for fire and EMS services due to the growth of Dover and increase in costs and expenses to the City incurred since 2001.

WHEREAS, the City and Dover have been duly authorized by Resolution and Ordinance, respectively, to enter into this Amended Contract for the furnishing of fire and EMS services by City to Dover pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the mutual promises and benefits expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereby agree as follows:

1. Services. The City shall furnish fire protection and provide emergency medical service for Dover in a like manner as fire protection is furnished and emergency medical services provided in the City.
2. Compensation. In consideration for furnishing fire protection and providing emergency medical services, Dover agrees to pay to City for said protection and services as of January 1, 2017, the annual sum of \$36,203. Such amount shall be paid in four (4) equal installments of \$9,050.75 on February 15, May 15, August 15, and November 15 of each year this Amended Contract is in effect. All payments shall be made to the Director of Finance of the City of Wauseon. No other compensation shall be paid to the City by Dover for the fire and EMS services.
3. Scope Of Authority. Dover agrees that the Wauseon Fire Department, in performing the services under this Amended Contract, shall be under the exclusive control of the City Fire Chief. The Parties agree that the authority of the Wauseon Fire Department and City Fire Chief in fighting fires and providing emergency medical services in Dover shall be governed by the Ohio Fire Code, Ohio Administrative Code 1301:7-7- *et seq.*
4. Insurance. The City shall maintain and pay for insurance coverage of fireman's professional liability and ambulance attendant' errors and omissions.
5. Duration; Termination. This Amended Contract shall be for a one year period commencing on January 1, 2017, and ending on December 31, 2017, and shall

automatically renew each year for up to an additional nine years unless terminated pursuant to this paragraph. Either party to this Amended Contract may cancel and terminate this Amended Contract, with or without cause, by giving written notice 90 days prior to the date of termination to the other party to the Amended Contract.

6. Invalidity. If any one or more of the provisions of this Amended Contract shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Amended Contract.

7. Entire Agreement. With regard to the subject matter hereof, this Amended Contract sets forth the entire agreement and understanding among the Parties and merges and supersedes all prior discussions, agreements (including the Original Contract), and understandings between or among the Parties.

8. Amendment. This Amended Contract may not be amended, modified, waived or terminated orally or discharged, except in a writing executed by all of the Parties.

CITY OF WAUSEON

By: Kathy Huner
Kathy Huner, Mayor

Approved as to Form

[Signature]
Thomas A. McWatters III
City Law Director

TOWNSHIP OF DOVER, FULTON
COUNTY, OHIO

By: Stephen M. Justwiller

By: [Signature]

By: [Signature]

Approved as to Form

[Signature]
Scott A. Haselman
Fulton County Prosecutor