

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR SHARED SERVICES – FUEL STATION COOPERATIVE PROGRAM**

This Intergovernmental Cooperation Agreement for Shared Services - Fuel Station Cooperative Program (“Agreement”) is entered into this

\_\_\_\_\_, 20\_\_\_\_\_ (“Effective Date”)

by and between the Board of Trustees, Liberty Township, Delaware County, Ohio (“BOT”), whose principal place of business is located at 10104 Brewster Lane, Powell, Ohio 43065 and the following Political Subdivision (“Subdivision”), being a type of political subdivision as defined in R.C. § 2744.01:

\_\_\_\_\_  
Name of Subdivision

\_\_\_\_\_  
Address of Principal Office of Subdivision

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(individually “Party,” collectively, “Parties”).

**1. PURPOSE OF AGREEMENT:**

The purpose of this Agreement is to state the covenants and conditions under which the BOT will provide access to the fueling station located at Liberty Township Fire Station 321, 7761 Liberty Road, Powell, OH 43065, to the Subdivision (collectively “Services”).

**2. SCOPE OF SERVICES**

The BOT agrees to operate and maintain a fueling station supplied with appropriate grades of fuel in sufficient quantities to satisfy the reasonable requirements of Subdivision. The BOT shall provide Services to the Subdivision as follows:

- The BOT shall provide secure access to the fueling station to Subdivision through the use of key fobs and pin IDs.
- Services shall only be provided to vehicles owned or leased by the Subdivision.
- Township will notify Subdivision of any changes to station equipment, system software, or upgrade.

The Subdivision shall ensure the implementation of sufficient policies and procedures so that its officers, employees, agents, and assigns do not disclose any fuel station access or access

information to third-parties.

### 3. FINANCIAL AGREEMENT

#### A. Fees.

In exchange for performing the Services, the Subdivision shall pay the Township the following fees and compensation:

- \$5.95 for each key fob supplied to Subdivision – One Time Fee. The cost of replacement of a lost or destroyed fob shall also be invoiced to the Subdivision.
- Equal share of annual software maintenance cost – Invoiced Monthly\*
- Equal share of station upgrade costs – Invoiced Monthly\*
- Cost of actual fuel discharged under Subdivision fobs/PinIDs – Invoiced Monthly

**Commented [HEL1]:** For appropriation and Finance Director certification purposes, a not to exceed dollar amount should be specified.

**Commented [HEL2]:** Is "actual" cost the cost charged to the Township per gallon?

#### B. Invoice and Payment

After the Services are performed, the Township shall provide the Subdivision a detailed invoice for all Services. As applicable, the invoice shall be accompanied by documentation supporting the invoiced amount. The Subdivision shall have ten (10) business days from the date of [receipt of](#) the invoice to pay the invoice in-full.

### 4. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers.

### 5. INSURANCE

Each Party shall, for the life of this Agreement, maintain, without lapse, the following policies of insurance with the following minimum [coverage limits](#):

**Commented [HEL3]:** Do our limits meet or exceed the minimums?

A. Comprehensive general liability insurance with minimum coverage limits of at least \$1,000,000.00 per occurrence, with an annual aggregate of at least \$2,000,000.00.

B. Vehicle liability insurance covering all owned, leased, non-owned, and/or hired

\* This cost may vary dependent on the number of political subdivisions participating in the Agreement (e.g., if Subdivision is the only other Party to the Agreement, Subdivision and Township will each pay 50% of the software maintenance cost).

vehicles used in connection with and/or Serviced pursuant to this Agreement with minimum coverage limits of at least \$1,000,000.00 (Combined Single Limit) or, \$500,000.00 per person and \$1,000,000.00 per accident for bodily injury and \$500,000.00 per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

Each Party shall cause the other to be named as an additional insured on any applicable insurance policies and shall, upon request, provide copies of current certificates of insurance to the other evidencing the required policies of insurance and coverage.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

Each Party shall be responsible for any and all premiums for their respective policy(ies) of insurance.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain all such other and further rights and remedies as are available to them at law or in equity.

**6. WORKERS' COMPENSATION INSURANCE**

Each Party shall carry and maintain throughout the term of the Agreement and without lapse Workers' Compensation Insurance as required by Ohio law and any other state in which work will be performed. Each Party shall be responsible for any and all premiums for their respective Workers' Compensation Insurance. Proof of such insurance shall be promptly provided upon request.

**7. NO WARRANTY**

All Services are provided as is/where is and without warranty of any type or kind, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. The BOT, Township, and all of their respective boards, officers, officials, employees, agents, representatives and/or volunteers expressly disclaim any and all warranties of all types and kinds.

**8. LEGAL CONTINGENCIES**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

**9. PERSONNEL**

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel, including payments to pension and indemnity funds, and hereby agrees to release the other Party from any responsibility therefor.

#### **10. ACCESS TO RECORDS**

At any time during regular business hours, with reasonable notice, each Party shall make available to the other or their authorized representatives, at no cost, all contracts, subcontracts, invoices, receipts, reports, documents, and all other information or data, regardless of form or media, relating to all matters covered by this Agreement (collectively "Records"). The requesting Party shall be permitted to inspect or audit and/or make excerpts, copies, and/or transcripts of the Records.

#### **11. RETENTION OF RECORDS**

For a minimum of three (3) years after the Services are complete, or longer as may be required by any applicable records retention schedule, each Party shall retain and maintain all Records. Records shall be kept and maintained in accordance with Ohio law, including, but not limited to, Ohio's public records laws. If an audit, litigation, or other action related to this Agreement is initiated while the Services are being performed or during any applicable retention period, the Party that holds the Records shall retain and maintain the Records until the action is concluded and all issues are resolved, the three (3) years have expired, or any applicable retention period expires, whichever occurs last.

#### **12. TERMINATION**

This Agreement may be terminated as follows:

##### **A. Convenience:**

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.†

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

##### **B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or

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† If additional Subdivisions become part of this Agreement by mutually agreed addendum, this Agreement shall not be construed to survive termination if Liberty Township is the terminating Party.

default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a reasonable period of time. If the breach or default is not satisfactorily remedied within the stated period of time, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The terminating Party shall provide prompt written notice of such termination to the other Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that Liberty Township shall be entitled to receive compensation for any Services satisfactorily performed hereunder, including mileage incurred and/or parts and/or supplies obtained/used/consumed, through the date specified on the notice as the effective date of termination.

If the Agreement is terminated pursuant to this Section, neither Party shall have a cause of action against the other, except for a cause of action by Liberty Township against the Subdivision for non-payment for Services rendered prior to the effective date of termination.

**13. WAIVER**

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default is not and shall not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

**14. NOTICES**

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail, return receipt requested, by nationally recognized and reputable overnight courier, return receipt requested, by email, read receipt requested, or hand delivered to the signatories to this Agreement at the addresses listed under each signatory's name below, and shall be effective on the date sent or hand delivered.

**15. DRUG FREE ENVIRONMENT**

The Parties agree to comply with all applicable federal, state, and local laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**16. ASSIGNMENT**

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party.

**17. AUTHORITY**

This Agreement is authorized by [Ohio law](#) including, but not limited to, R.C § 9.482.

**18. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties irrevocably agree that venue is proper in the Courts of Delaware County, Ohio.

**19. HEADINGS**

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**20. DRAFTING**

This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

**21. SURVIVAL**

Sections 4 (Parties Responsible for Their Own Actions), 5 (Insurance), 6 (Worker’s Compensation Insurance), and 8 (No Warranty) shall survive termination or expiration of this Agreement.

**22. FORCE MAJEURE**

The Parties shall be temporarily excused from performance under this Agreement and shall not be entitled to impose any penalty as a result of any delay in performance or interruption of payments caused by reason of war, insurrection, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, acts, laws, rules or regulations of any government or government agency, failure to appropriate, strike, supplier and third party failure, lockouts, or labor difficulties, automobile fuel shortages, weather, explosion, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties (“Force Majeure”). A Party who has been affected by a Force Majeure shall immediately give written notice to the other Party, provide an estimate as to the duration of time the Party will be affected the Force Majeure, and shall do everything possible to expediently resume performance. Such excusal from performance or interruption of payments shall continue until such Force Majeure ceases to exist or the Agreement is terminated as provided in this Agreement.

**23. SEVERABILITY**

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

**24. COUNTERPARTS**

This Agreement may be executed in counterparts.

**25. SIGNATURES**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

**26. ENTIRE AGREEMENT**

This Agreement shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements/contracts relating to the subject matter hereof, whether written or oral, and may only be amended in writing with the mutual written and signed consent of the Parties.

**\*\* SIGNATURE PAGE TO FOLLOW \*\***

**SUBDIVISION**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email \_\_\_\_\_

**LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO**  
**(Pursuant to BOT Resolution No: \_\_\_\_\_)**

\_\_\_\_\_  
Shyra Eichhorn  
Trustee

\_\_\_\_\_  
Date

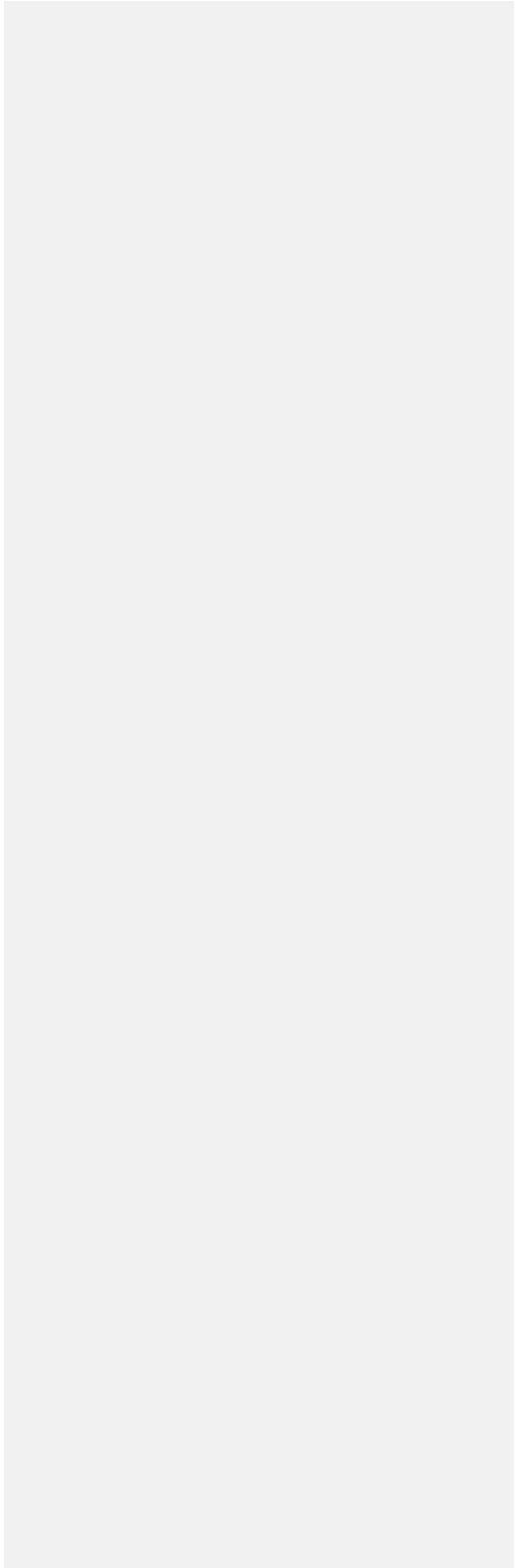
\_\_\_\_\_  
Michael Gemperline  
Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bryan Newell  
Trustee

\_\_\_\_\_  
Date

Board of Trustees  
Liberty Township  
Delaware County, Ohio  
10104 Brewster Lane  
Powell, Ohio 43065





Email:

**Approved as to form:**

\_\_\_\_\_  
Melissa A. Schiffel  
Delaware County Prosecuting Attorney

\_\_\_\_\_  
Date

**NO FISCAL OFFICER'S CERTIFICATION REQUIRED  
FROM LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO (RC 5705.41(D))‡**

No Liberty Township, Delaware County, Ohio funds are required to be paid in connection with this Agreement. No Fiscal Officer's Certification is required from Liberty Township, Delaware County, Ohio.

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‡ Pursuant to R.C. § 5705.41(D), an auditor or fiscal officer's certification will likely be required from the purchasing Subdivision. Check with the Subdivision auditor or fiscal officer and/or Subdivision legal counsel.