

RESOLUTION NO. 62-16
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Belinda Kenley ON THE 19th
DAY OF September, 2016.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRE/EMS COOPERATIVE AGREEMENT WITH SUGARCREEK TOWNSHIP TO PROVIDE FOR REMITTANCE OF A PORTION OF SERVICE PAYMENTS TO SUGARCREEK TOWNSHIP TO FACILITATE THE PROVISION OF FIRE/EMS SERVICES TO THE CITY OF CENTERVILLE IN GREENE COUNTY, OHIO.

WHEREAS, Cornerstone Developers, Ltd, an Ohio limited liability company (together with its successors and assigns, the "Developer") and other parties are the several owners of certain land and improvements thereon located in the City (the "Developer Property"), which property remains in Sugarcreek Township, Greene County, Ohio; and

WHEREAS, the City, pursuant to Ordinance No. 7-13 of the City Council of the City adopted on July 15, 2013, which was amended on June 2, 2014 (as amended, the "Amended TIF Ordinance"), among other things, (i) declared the Improvement to certain portions of the Developer Property (such portions being collectively referred to as the "TIF Parcels" to be a public purpose under Section 5709.40(B) of the Ohio Revised Code, (ii) exempted one hundred percent (100%) of the Improvement to each TIF Parcel (the "TIF Exemption") for a period commencing with the first tax year that begins after the effective date of the Amended TIF Ordinance (as hereinafter defined) and in which an Improvement first appears on the tax list and duplicate of real and public utility property for that TIF Parcel and ending on the earlier of (a) thirty (30) years after such exemption commenced or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (in each case, an "Exemption Period") and (iii) created the required TIF Fund (the "Cornerstone TIF Fund"); and

WHEREAS, the City and the Developer heretofore entered into a Development Agreement dated November 14, 2013, as amended, to provide for, among other things, the construction and financing of certain public infrastructure improvements which will directly benefit the TIF Parcels and payment by the owners of the TIF Parcels amounts equal to the amount of real property taxes that would have been paid on the Improvement had the TIF Exemption not been granted by the City pursuant to the Amended TIF Ordinance (collectively, the "Service Payments"); and

WHEREAS, the Development Agreement also allowed the parties to negotiate a compensation agreement with Sugarcreek Township with respect to fire and/or EMS services; and

WHEREAS, the Parties, including Sugarcreek Township, agree that it is important to work jointly to provide for fire-fighting and emergency medical services ("*Fire/EMS Services*") to the TIF Parcels; and

WHEREAS, to work jointly and facilitate the provision of Fire/EMS Services to the TIF Parcels, the City and the Township have determined to enter into an Agreement to provide for the remittance of a portion of the Service Payments to the Township which will be used by the Township to pay the cost of acquiring certain fire-fighting and EMS related public infrastructure improvements and other capital improvements that will be used to directly but not exclusively benefit the TIF Parcels; and

WHEREAS, the Township and the City have reached a resolution of all issues involved in the provision of fire and EMS services to all Property located in the City of Centerville that is also located in Sugarcreek Township in Greene County; and

WHEREAS, a settlement is beneficial to the citizens of the City of Centerville; and

WHEREAS, a FIRE/EMS Cooperative Agreement ("Agreement") that sets forth the terms for a settlement has been created for review by the City and the Township.


NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The Fire/EMS Cooperative Agreement by and between the City and the Township, in the form presently attached hereto and marked Exhibit "A", providing for, among other things, the provision of periodic payments from the City to the Township in exchange for the Township provision of fire and EMS services to the unincorporated areas of the Township located in the City, is hereby approved and authorized. The City Manager is hereby authorized and directed to execute a Fire/EMS Cooperative Agreement with Sugarcreek Township in substantial conformity to the document attached hereto, marked Exhibit "A" and incorporated herein.

Section 2. Consistent with the terms of the FIRE/EMS Cooperative Agreement and the City's TIF Ordinance and its amendments, the City Manager is also hereby authorized to negotiate with the Bellbrook-Sugarcreek Local School District regarding an amendment to the Tax Incentive Agreement for terms not inconsistent with the terms of the Fire/EMS Cooperative Agreement with regards to the percentage of service payments.


Section 3. This Resolution is to take effect at the earliest time allowed by law.

PASSED THIS 19th day of September, 2016.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 62-16, passed by the Council of the City of Centerville, Ohio on the 19th day of September, 2016.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

FIRE/EMS COOPERATIVE AGREEMENT

This FIRE/EMS COOPERATIVE AGREEMENT (the "*Agreement*"), made and entered into as of the ____ day of _____, 2016, by and between the CITY OF CENTERVILLE, OHIO, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter (the "*City*"), and the TOWNSHIP OF SUGARCREEK (GREENE COUNTY), OHIO, a township and political subdivision of the State of Ohio (the "*Township*") (collectively referred to herein as the "*Parties*").

RECITALS:

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code authorize a municipality to (i) declare the increase in the assessed value of parcels of real property from improvements made thereon to be a public purpose (which increase in assessed value is hereinafter referred to as the "*Improvement*" as defined in Ohio Revised Code Section 5709.40) (ii) exempt up to 100% of the Improvement from real property taxation for a period of up to 30 years and (iii) require the owner of real property for which an Improvement has been exempted from real property taxation under Section 5709.40 of the Ohio Revised Code to make payments in lieu of taxes, which payments are equivalent to the amount of real property taxes which would be payable on the Improvement but for the exemption from taxation; and

WHEREAS, Section 5709.43 of the Ohio Revised Code further requires a municipality receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund (the "*TIF Fund*") for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements directly benefiting the real property for which an Improvement has been exempted from real property taxation and, if provided, to make payments to school districts impacted by such exemption from real property taxation; and

WHEREAS, Cornerstone Developers, Ltd, an Ohio limited liability company (together with its successors and assigns, the "*Developer*") and other parties are the several owners of certain land and improvements thereon located in the City (the "*Developer Property*"); and

WHEREAS the City, pursuant to Ordinance No. 7-13 of the City Council of the City adopted on July 15, 2013, which was amended on June 2, 2014 (as amended, the "*Amended TIF Ordinance*"), among other things, (i) declared the Improvement to certain portions of the Developer Property (such portions being collectively referred to as the "*TIF Parcels*" which TIF Parcels are depicted on EXHIBIT A which is attached hereto and incorporated herein by reference) to be a public purpose under Section 5709.40(B) of the Ohio Revised Code, (ii) exempted one hundred percent (100%) of the Improvement to each TIF Parcel (the "*TIF Exemption*") for a period commencing with the first tax year that begins after the effective date of the Amended TIF Ordinance (as hereinafter defined) and in which an Improvement first appears on the tax list and duplicate of real and public utility property for that TIF Parcel and ending on the earlier of (a) thirty (30) years after such exemption commenced or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (in each case, an "*Exemption Period*") and (iii) created the required TIF Fund (the "*Cornerstone TIF Fund*"); and

WHEREAS, the City and the Developer heretofore entered into a Development Agreement dated November 14, 2013, as amended on June 4, 2014 and July 7, 2014, and May 4, 2015, to provide for, among other things, the construction and financing of certain public infrastructure improvements which will directly benefit the TIF Parcels and payment by the owners of the TIF Parcels amounts equal to the amount of real property taxes that would have been paid on the Improvement had the TIF Exemption not been granted by the City pursuant to the Amended TIF Ordinance (collectively, the “*Service Payments*”); and

WHEREAS, in connection with the approval of the TIF Exemption, the City has heretofore agreed to remit a portion of the Service Payments to the Bellbrook-Sugarcreek Local School District (in accordance with the Tax Incentive Agreement dated June 3, 2014 between the City and that School District, the “*Tax Incentive Agreement*”) and the Greene County Vocational School District; and

WHEREAS, the Parties agree that it is important to work jointly to provide for fire-fighting and emergency medical services (“*Fire/EMS Services*”) to the TIF Parcels; and

WHEREAS, to work jointly and facilitate the provision of Fire/EMS Services to the TIF Parcels, the City and the Township have determined to enter into this Agreement to provide for the remittance of a portion of the Service Payments to the Township which will be used by the Township to pay the cost of acquiring certain fire-fighting and EMS related public infrastructure improvements and other capital improvements that will be used to directly but not exclusively benefit the TIF Parcels;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the City and the Township agree and bind themselves as follows:

Section 1. Provision of Fire/EMS Services and Related Financial Resources.

(a) The Township covenants that it will provide Fire/EMS Services to any parcels located in both the City and the Township including the TIF Parcels, at a level which would be customarily required for the type of development located on said parcels. The Parties acknowledge that the level of services to be provided to such parcels is and will be the same level of Fire/EMS services the Township provides to the remainder of the Township.

(b) The City agrees that within sixty (60) days following the satisfaction of the condition in subsection 3(f) of this Agreement, the City shall amend the Amended TIF Ordinance to create a fund which shall be maintained in the custody of the City and segregated from all other funds and accounts of the City (such fund being designated and referred to herein as the “*Cornerstone TIF Fire/EMS Fund*”). The City further agrees that the only monies which will be deposited into this Fund will be those monies described in this Agreement.

(c) During any year or any portion thereof in which the City receives Service Payments, the City agrees to deposit the following amounts into the Cornerstone TIF Fire/EMS Fund (which amounts shall be payable solely from the Service Payments actually received by the City):

(i) For the period described in Section 1(c)(i) of the Tax Incentive Agreement, an amount equal to fifty-four percent (54%) of the Township Fire/EMS Share of the Service Payments derived from the TIF Parcels.

(ii) For the period described in Section 1(c)(ii) of the Tax Incentive Agreement, an amount equal to the Township Fire/EMS Share of the Service Payments derived from the TIF Parcels.

The monies deposited pursuant to subsection 1(c) shall be collectively referred to herein as the "*TIF Fire/EMS Monies*". Notwithstanding any provision herein to the contrary, the total aggregate TIF Fire/EMS Monies payable by the City to the Township during the term of this Agreement shall not exceed the total amount of taxes which would have been payable to the Township in respect of the Township Fire/EMS Share if the Improvement to the TIF Parcels had not been exempted from taxation.

As used herein, the following terms shall have the following meanings:

"*Township Fire/EMS Share*" means the real estate taxes that would have been paid to the Township in connection with a levy authorized under Ohio Revised Code Section 5705.19(I) if the Improvement to the TIF Parcels had not been exempted from taxation by the City pursuant to the Amended TIF Ordinance.

(d) The Township acknowledges and agrees that all monies disbursed to the Township from the Cornerstone TIF Fire/EMS Fund shall be expended solely and exclusively for the acquisition of public infrastructure improvements (meaning capital expenditures and not operating expenditures) which will be used to provide Fire/EMS Services by the Township which will directly but not exclusively benefit the TIF Parcels.

(e) The City agrees that it will remit payments from the Cornerstone TIF Fire/EMS Fund to the Township on April 1 and September 1 of each year, beginning on April 1, 2017. The amount of each payment will be equal to the amount on deposit in the Cornerstone TIF Fire/EMS Fund on the first business day next preceding the date on which such payment is required to be made to the Township. The Township agrees that it will deposit each payment from the City into one or more separate Fire and EMS funds maintained in the custody of the Township and such monies shall thereafter be subject to any expenditure restrictions as set forth in the Ohio Revised Code and as may be mandated by the Ohio Auditor of State (i.e. regarding the expenditure of TIF funds). The only monies which will be deposited into the aforementioned Township funds will be the payments from the City as described in this Agreement.

The Parties agree that the monies which are paid by the City to the Township pursuant to this Agreement and on deposit in the aforementioned Township funds may only be expended on the items included on **EXHIBIT B** (which is attached hereto and incorporated herein by reference and each such item included thereon is referred to herein as an "*Permitted Expenditure*"). The Parties further agree that while every attempt has been made to include all expected eligible expenses on **EXHIBIT B**, the Parties may hereafter identify additional eligible expenses. In the event the Township wishes to make an expenditure that is not identified on **EXHIBIT B**, the Township will submit a request to the City for concurrence of such expenditure. The City will

be required to respond in writing to the Township within 30 days following receipt of the request with the City's concurrence or objection to the proposed expenditure. If the City fails to object to a proposed expenditure request submitted by the Township within 30 days of receipt of the request, the City will be deemed to have concurred that such requested expenditure is a Permitted Expenditure.

The Parties acknowledge and agree that pursuant to Ohio law and this Agreement, any Service Payments deposited in the Cornerstone TIF Fire/EMS Fund may only be expended for the purpose described in subsection 1(d). Accordingly, the Township further agrees that annually it will authorize an audit of the expenditure of the Fire/EMS Monies theretofore deposited into the Township funds to be undertaken by an independent public accounting firm (which may include the Ohio Auditor of State) which audit will examine whether such Fire/EMS Monies have been expended appropriately. The City agrees that it shall bear the cost of any special audit that is requested. The Township will share the results of the audit with the City. If the independent public accountant firm reasonably determines that the Township has expended the Fire/EMS Monies for a purpose not described in subsection 1(d), the Parties will meet and discuss the situation in good faith for a period of thirty (30) days. If, after this period, the City Law Director believes that the expenditure was not in accordance with the applicable law and this Agreement, the Township agrees that it shall, within thirty (30) days following the date of that determination, reimburse the appropriate Fire and EMS fund and notify the City in writing of such reimbursement. If such monies are not fully reimbursed to that Fund and such notification is not provided within that thirty (30) day period, then the default provisions of subsection 3(h) shall apply and the Parties shall be entitled to take any and all actions permitted at law or in equity.

Section 2. Further Provisions.

(a) The Township further covenants and agrees that:

(i) it will not file any future legal or administrative action against the City or any developer(s) of the TIF Parcels that would reduce the amount of Service Payments to be received by the City, contest the purpose for which any Service Payments may be expended by the City or impact or alter, in any fashion the operation and administration of the TIF Exemption provided to the TIF Parcels,

(ii) it will not take action to reduce or eliminate Fire/EMS Services to any parcels located both in the City and the Township, including the TIF Parcels, that such services will be provided at a level which would be customarily required for the type of development located on said parcels, and that the level of services to be provided will be the same level of Fire/EMS Services the Township provides to the remainder of the Township,

(iii) no later than thirty (30) days following the satisfaction of either of the events set forth in subsections 3(f)(i) and 3(f)(ii), the Township's Board of Township Trustees shall take such actions as are necessary to modify or rescind the tax increment financing created pursuant to Township Resolution No. 2006-04-20-01 adopted on April 20, 2006, (the "*Township TIF*") including but not limited to, repeal and/or modification

of that Resolution and the provision of proper notifications to the County Auditor of Greene County, Ohio, the Ohio Development Services Agency and the Ohio Department of Taxation in order that all of the TIF Parcels be excluded from coverage or inclusion in the Township TIF effective for tax year 2016, payable in 2017. One Hundred and Eighty (180) days after the Township has fully complied with its obligations set forth in this Section 2(a)(iii), the City will transfer the amount of One Hundred and Sixty Thousand and no/100 Dollars (\$160,000.00) to the Township general fund to reimburse the Township for expenses incurred in construction of Clyo Road,

(iv) Within thirty (30) days of the Effective Date, the Township shall pay to the City, the amount of Five Hundred Forty-Two Thousand, One Hundred Thirty and 06/100 Dollars (\$542,130.06),

(v) The Township will rescind Resolution 2015.10.19.06 creating the new fire district; Resolutions 2016.06.24.01 and 2016.07.14.01 which sought a 7.5 mill levy to fund the fire district; and Resolution 2015.10.08 which provided for a repeal of the five existing fire levies if a new 7.5 mill levy for the fire district passed. Should the Township create a Township or Joint Fire District at some date in the future, the City incorporated properties located in the Township will be included in any such district without further necessity of negotiation or agreement and Fire and EMS service will be provided in the same manner as it is provided to other properties within the created district.

(b) The City further covenants and agrees that:

(i) The City covenants and agrees that it will not take any action to extend the thirty (30) year Tax Exemption period which applies to each TIF Parcel as authorized by the Amended TIF Ordinance or issue securities for which an amendment to the TIF Ordinance is required.

(ii) The City will agree, in perpetuity, not to annex, or accept an annexation, of the property currently known as Sweet Arrow Park, parcel number L32000100010007900 and the adjoining tract owned currently by Dille Laboratories, parcel number L32000100020008300, or any subsequent parcel that may be created from these parcels at a future date.

(iii) If the Township shall be required, pursuant to a final judicial determination in the Greene County Court of Common Pleas case captioned *Cornerstone Developers, Ltd., v. Auditor of Greene County, Ohio, et. al*, case no. 2016 CV 0575 after exhaustion of all available appeals, to retribute to the Greene County Auditor or Greene County Treasurer a portion of the service payments in lieu of taxes heretofore received by the Township in connection with the Township TIF, parcel ID #L49000100010000202, (the "*Township Restitution Amount*"), the City shall, within sixty (60) days following the expiration of all applicable appeal periods and upon proof from the Township of the Township's remittance of the Township Restitution Amount to the Greene County Auditor or Greene County Treasurer, remit to the Township an amount equal to the Township Restitution Amount.

(c) The Parties agree that nothing in this Agreement shall be interpreted to characterize the City's obligations hereunder as general obligation debt or bonded indebtedness, or a pledge of the full faith and credit of or taxes levied by the City.

Section 3. Miscellaneous.

(a) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) Duration of Agreement. Subject to subsection 3(f), this Agreement shall remain in effect until (i) the TIF Exemption shall have expired in accordance with the Amended TIF Ordinance or been earlier terminated and (ii) all monies shall have been disbursed from the Cornerstone TIF Fire/EMS Fund in accordance with this Agreement.

(f) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto. Provided, however, the Parties acknowledge and agree that this Agreement will terminate on the date which is ninety (90) days following the Effective Date (which date may be extended by written agreement of the Parties) unless one of the following shall have occurred within that ninety (90) day period: (i) the City shall receive consent from the Bellbrook-Sugarcreek Local School District to amend the Tax Incentive Agreement to facilitate the payments from the City to the Township as set forth herein (which consent may be evidenced by a resolution of the School District's Board of Education or an executed amendment to the Tax Incentive Agreement) or (ii) the City shall determine that such consent is not required from the Bellbrook-Sugarcreek Local School District and the City shall notify the Township to that effect.

(g) Entire Agreement. This Agreement (including the portions of the Tax Incentive Agreement (as amended) as referenced herein) constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(h) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is

of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(i) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(j) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Township other than in his or her official capacity, and neither the members of the legislative bodies of the City or the Township nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Township contained in this Agreement.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws.

(l) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(m) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City or the Township be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(n) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the

recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- (i) the Township at: Sugarcreek Township, Ohio
 2090 Ferry Road
 Sugarcreek Township, Ohio 45305
 Attention: President, Board of Township Trustees

- (ii) the City at: City of Centerville, Ohio
 100 W. Spring Valley Road
 Centerville, Ohio 45458
 Attention: City Manager

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(o) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(p) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(q) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(r) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(s) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the City and the Township have caused this Fire/EMS Cooperative Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

SUGARCREEK TOWNSHIP (GREENE COUNTY), OHIO

By: _____

Printed: Carolyn L. Destefani

Title: Township Trustee

By: _____

Printed: Nadine S. Daugherty

Title: Township Trustee

By: _____

Printed: Michael E. Pittman

Title: Township Trustee

CITY OF CENTERVILLE, OHIO

By: _____

Printed: Gregory B. Horn

Title: City Manager

Approved as to form and correctness:

Municipal Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2016 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2016

Finance Director
City of Centerville, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Township under the foregoing Agreement, certifies hereby that the Township does not have any financial obligations under the foregoing Agreement during Fiscal Year 2016. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated _____, 2016

Fiscal Officer
Sugar creek Township (Greene County), Ohio

EXHIBIT A
TIF PARCELS



EXHIBIT B

APPROVED EXPENDITURE TYPES

Capital expenditure items with an estimated useful life of five (5) years or more:

- Buildings such as fire stations or accessory buildings and payments on bonds/loans/financing of such
- Motor vehicles for fire/EMS service
- Rescue equipment – Includes hand tools, gas operated power tools, hydraulic power tools, air tools, breathing apparatus, generators, radios, radio systems, microwave communication equipment,
- Computers, computer systems, and software integrated for fire/EMS service