

MEMORANDUM OF UNDERSTANDING REGARDING FIRE DEPARTMENT SERVICES AGREEMENT

This **MEMORANDUM OF UNDERSTANDING** (MOU), City Of Toledo, a municipal corporation of the State of Ohio (hereinafter referred to as "Toledo") and The Village of Ottawa Hills, a municipal corporation of the State of Ohio (hereinafter referred to as "VOH").

WITNESSETH:

WHEREAS, the parties hereto entered into a certain Fire Department Services Agreement and Lease with a term of January 1, 2011 through December 31, 2030 (Copy attached hereto as Exhibit 1); and,

WHEREAS, pursuant to the terms of the Fire Department Services Agreement Toledo agreed to provide certain Fire Department Services to VOH and to staff the VOH fire station; and

WHEREAS, the parties continue to be desirous of enabling VOH to utilize Toledo's Fire Department Services in the Village of Ottawa Hills, and thereby avoid unnecessary duplication of effort and expenditures of public funds; and

WHEREAS, the parties have discussed instituting a "trial period" in which Toledo would continue to provide services to VOH but would do so from Toledo fire stations outside of VOH; and

WHEREAS, the parties wish to temporarily modify certain terms of the Fire Department Services Agreement and Lease for a six-month period as described herein to effectuate a "trial period"; and,

WHEREAS, this MOU will be the first written amendment of the Fire Department Services Agreement and Lease by the parties; and,

WHEREAS, the Council for the Toledo has authorized this MOU with the passage of Ordinance ____-18, and the Council for the VOH has authorized this MOU with the passage of _____;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. That commencing October 1, 2018 and continuing until March 31, 2019 the provisions of Section 8 of the Fire Department Services Agreement between the parties shall be waived by mutual agreement.

SECTION 2. That provisions for Annual Service Fee by VOH to Toledo as set forth in Section 4 the Fire Department Services Agreement between the parties shall be temporarily modified as follows:

- The quarterly fee owed to Toledo for the final quarter of 2018 shall be reduced to zero (0) dollars,
- The quarterly fee owed to Toledo for the first quarter of 2019 shall be reduced to zero (0) dollars,

SECTION 3. On or before March 1, 2019, the parties shall meet in good faith to determine whether to permanently modify the Fire Department Services Agreement as set forth in Section 1 above. Should the parties agree to a permanent amendment, the parties will negotiate a fair and reasonable Annual Service Fee to take effect for the remainder of the Term of the Fire Department Services Agreement. Should the parties not agree to a permanent modification to the Fire Department Services Agreement said Fire Department Services Agreement shall continue after March 31, 2019 pursuant to its original terms.

SECTION 4. Except specifically set forth herein, all other provisions of the Fire Department Services Agreement shall continue in effect

IN WITNESS WHEREOF. The parties have hereby executed this MOU by affixing hereto the signatures of the proper officers with authority on the dates below indicated.

CITY OF TOLEDO

VILLAGE OF OTTAWA HILLS

By: Wade Kapszukiewicz

Date: _____

By: Kevin Gilmore, Mayor

Date: _____

Approved as to form:

City Law Director

Date: _____

Village Solicitor

Date: _____

Approved as to content:

Chief of Fire Operations

Date: _____

DRAFT