

AGREEMENT BETWEEN THE CITY OF PATASKALA
AND
THE WEST LICKING FIRE DISTRICT

This Agreement between the City of Pataskala, Ohio and the West Licking Fire District is to set forth the terms, conditions and understandings of the City and the District relative to the sharing of costs and user credits associated with the MARCS communication tower constructed within the City and currently the subject of a number of Agreements between the City and the State of Ohio.

The City and the District agree as follows:

1. The agreed upon base cost for purpose of cost sharing and credit allocations shall be \$166,890 one-half of which shall be \$83,445.00.
2. The District shall contribute to the City the sum of \$83,445.00 as its share for the construction of the tower.
3. The District shall, consistent with the terms and conditions set forth in the Agreements between the City and the State of Ohio, (attached hereto as Exhibit "A"), be entitled to \$41,722.00 in MARCS services user credits established by the City-State Agreements.
 - a) Consistent with the provisions of Section 5.3 of the *Agreement Between The Ohio Department Of Administrative Services And City Of Pataskala For Use Of Premises For The Multi-Agency Radio Communication System ("Marcs")*, (Exhibit "A"), the City shall allocate to the District service credits from those allocated to the City as identified in Section 5.3 equal to \$41,722.00.
 - b) Should the City and the State terminate their Agreement (Exhibit "A"), for any reason, prior to the expiration of the user credits established therein, the District shall be entitled to up to fifty percent (50%) of any compensation that the City is entitled to pursuant to Section 4.3 of the Agreement (Exhibit "A").

4. The District shall be entitled to one-half of any of the net proceeds received by the City from the rental of tower space to third parties as allowed by the City until the District has received \$83,445.00 after which the District shall no longer share in any such net-proceeds. Net proceeds are those amounts actually received by the City after any adjustments, offsets, credits or other reductions. Should the City not be entitled to all of the net proceeds from tower rental space as a consequence of the relationship between the City and the State of Ohio, the District will be entitled to one-half of the net proceeds the City does, in fact, receive from such rentals.

5. The District's participation amount may be paid to the City in not less than five equal annual installments on an interest free basis with the first payment due upon acceptance of this Agreement. All future payments will be due and owing the 1st of January of each year.

6. Should the District fail to make the payments required in item #5 above, this agreement shall lapse and the benefits set forth herein shall be recomputed on a pro-rata basis to the date immediately preceding default.

For The City:

Date

For The District:

Date