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NORTHFIELD CENTER TOWNSHIP-MACEDONIA
JOINT ECONOMIC DEVELOPMENT
DISTRICT CONTRACT

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This Northfield Center Township-Macedonia Joint Economic Development District Contract (the "Contract") is made and entered into as of July 13, 1995, by and between the Township of Northfield Center (the "Township") and the the City of Macedonia (the "City"), in accordance with the terms and provisions set forth herein.

RECITALS

A. The City and the Township intend to enter into this Contract to create and provide for the operation of the District in accordance with Section 715.70 and/or 715.71 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"). The parties intend to proceed under 715.71 ORC. All references to 715.70 ORC are to allow additional areas to be added or deleted in the future by petition of a property owner to the JEDD Board.

B. The legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 55--1995 enacted by City Council on July 13, 1995, and Resolution No. 1995/7-13, adopted by the Board of Township Trustees on July 13, 1995.

Accepted and filed for record
James P. Hunsberger,
Northfield Ctr. Twp.
6/8/95

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees and successors as follows:

Section 1. Creation of District: Name. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district in accordance with the terms and provisions of this Contract. The joint economic development district created pursuant to this Contract shall be known as the "Northfield Center Township-Macedonia Joint Economic Development District (the "District"). The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The contracting parties to this Contract are the City of Macedonia, a municipal corporation existing and operating under the laws of the State including the Charter of the City, and the Township of Northfield Center, a township existing and operating under laws of the State, and their respective successors.

Section 3. Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County, the City, the Township and the District.

Section 4. Territory of District. The territorial boundaries of the District (two abutting geographical areas marked C-4 & O-C) are set forth in the Northfield Center Township Zoning Districts map, marked as Addendum A, attached to and made part of this Contract. The territory of the District is located entirely within the Township and the County of Summit (the "County"), and does not include any "parcel of land" (as defined in Section 715.70[B] of the Revised Code) that is owned in fee by or is leased to a municipal corporation or a township.

Section 4(A). Addition and Removal of Areas from District. This Contract may be amended from time to time to add certain property within the Township to the territory of the District, upon the filing of a request by the owner of that property with the Board and in accordance with 715.70 O.R.C. Upon agreement by the City and the Township, this Contract shall be amended to add such property to the territory of the District, pursuant to the request of the owner of that property. Upon petition of the property owner to the JEDD Board, and by agreement of the City and Township, evidenced by Legislative Action of each, this Contract may also be amended from time to time to remove property from the territory of the District. As used in this Contract, the term "Legislative Action" means proper enactment of a resolution or ordinance by the Board of Trustees of the Township or the Council of the City, respectively, which resolution or ordinance becomes effective in accordance with the law.

Section 5. Term. The initial term of this Contract shall commence on December 1, 1995, or as early thereafter as permitted by law, and shall terminate ninety-nine (99) years thereafter (unless otherwise terminated prior to that date as provided herein). The parties shall have the right to extend this Agreement for two (2) successive fifty (50) year periods by mutual consent, agreed upon in writing, on or before 180 days prior to the expiration of the term of this Agreement or any extension thereof.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative action of the parties that terminates this Agreement must occur and be effective within a period of 90 days of each other.

The provisions herein for the initial term of, and the right of the parties to extend, this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein are of permanent usefulness and duration.

Upon termination of this Contract in accordance with its terms or by mutual termination of the parties, all agreements by the parties hereto shall be null and void and all other services provided by the parties shall terminate, unless the parties agree to continue to provide one or more

services in accordance with this Contract or otherwise.

This Contract may also be terminated by the City or by the Township if there is a final, non-appealable Judicial determination at any time for any reason that this joint economic development district cannot be entered into, cannot be implemented, or is held invalid by a court of competent jurisdiction or that the income tax provided for in Sections 9 and 13 hereof is not legal or valid or that the District may not legally levy, collect or distribute that income tax in accordance with this Contract.

The decision of the City or Township to terminate this Contract shall be evidenced by written notice of such termination, including the effective date of termination, served by one party upon the other.

Upon termination of this Contract, any newly created property or assets and obligations of the District created by this Contract shall be divided between the City and Township, as determined by the District Board and agreed to by the City and Township. If the results of this procedure are not satisfactory, this issue shall be resolved in accordance with Sections 14 and 12 of this Contract.

Any records or documents of the District shall be placed with the City for safekeeping, which records and documents shall be maintained by the City as are public records of the City, and subject to inspection and copying at all times by the Township. The City shall provide a copy of all district documents and records to the Township Clerk.

Pursuant to Section 715.70(J) of the Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the contracting parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to or as a substitute for the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Sections 9 and 13 hereof.

Section 6. Contributions to the District. In accordance with Section 715.70(D)(1) and/or 715.71(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District. Service facilities in and to the District shall be provided where possible, at the cost of the user, but when necessary, shared by user, District, City and Township, as agreed among them.

The City and the Township shall work together and cooperate to provide, or cause to be provided, water, sanitary sewer, storm sewer, street lighting, roads, sidewalks and

other local government services to the area, for example, e.g., fire, EMS and law enforcement services.

Section 7. Additional Specific Services and Contributions. In addition, the parties agree to the following specific services and contributions to be provided:

- A. Zoning and planning considerations in the development of the District shall be at the final discretion of the Township Trustees and zoning officials, subject to the limitations on zoning and planning provided herein. However, Township Trustees and zoning officials will consult with the elected City officials, City Planning Department and/or City Planning Commission to provide the best watershed control and best commercial development possible, utilizing the resources of both City of Macedonia Planning Commission and Northfield Center Township zoning authorities.
- B. The Township and the City agree that the close geographic proximity of the Township and the City and the impact of development in each community, one upon the other, require that the infrastructure concerns outlined above be as equal as possible in both communities. The Township agrees that building in the JEDD will conform where feasible to the Western Reserve architectural style and design.

- C. Where legally permissible within the District, the Township agrees to maintain the property currently zoned C-4, and as to the property currently zoned O-C, the Township agrees to pursue the appropriate use of this property and zoning to facilitate the purpose of this agreement, in keeping with sound environmental and land use practices. The provisions of this Section 7 constitute an agreement by the parties pursuant to Section 715.70(I) of the Revised Code, provided that the City and the Township may enter into other agreements in accordance with Section 715.70(I) of the Revised Code.
- D. The parties agree that the building standards of the City shall prevail in the JEDD district, insofar as permitted by law. The parties further agree that the City shall be the permit issuing/enforcing authority, if law permits. To the extent that modifications of the Northfield Center Township zoning resolution, or the Summit County Planning Department requirements are necessary, the parties agree to jointly work to achieve said changes.
- E. The Township and the City agree that they will consult and cooperate with the Macedonia Mayor and all Northfield Center Township zoning

authorities on a joint, comprehensive development plan for the District. Further, the Township and City agree that they will hold planning advisory committee meetings no less frequently than once a year to further this spirit of cooperation.

- F. The Township and the City will undertake collaborative efforts to apply for, receive and utilize Aid for Public Improvements awarded by the Federal government and/or the State of Ohio for public infrastructure capital improvements, pursuant to Chapter 164 of the Ohio Revised Code, and other similar provisions of law.
- G. In the event that Ohio law is amended to permit tax abatements in the District, the District Board may determine the amount and allocation of cost(s) of such abatements, with the approval of the Township.
- H. The City and Township will cooperate to enter into first responder mutual aid contracts for police, fire and EMS services, wherein the first responder shall be the entity able to respond faster, and with high quality service, to the area. The City and the Township agree that the party providing services may be reimbursed for the provision of such services to the JEDD, including police, fire and EMS

services, from the gross proceeds of the income tax. The parties acknowledge that each may bill non-residents for EMS service. The City and the Township agree that they shall not bill each other's residents for EMS service. The parties further agree, with regard to EMS billing, that whichever department provides the services shall bill and collect from non-residents for those services rendered.

Section 8. Local Control of Development. The JEDD Board shall determine the need to provide services to encourage orderly development. Both the City and the Township shall cooperate and share on an equal basis any public portion of the cost of such services from the gross income tax receipts of the District, as determined by the JEDD Board, the City and the Township.

The City, through its administration (or its respective successors), may provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District.

Section 9. Administration and Distribution of Taxes. The City may provide secretarial services and other staffing for the District. The costs for such services and staffing may be paid from the District income tax revenues as an operating expense of the District.

The City shall be responsible for the collection of the income tax and forward to the Administration an amount

equal to the amount needed to pay for the expenses for the District not to exceed .25% (one-fourth of one percent) of the income tax collected, unless otherwise agreed to by the District Board, City and Township. The City shall distribute 50% of the net balance of income taxes after district expenses collected to the Township. The City shall distribute 50% of the net balance to the City. The gross income tax shall be the total income tax collected from the JEDD District and shall not exceed the income tax rate then in effect for the City of Macedonia.

Thus, the income tax revenue remitted to the City and Township shall each equal 50% of the total net income tax generated. Said remittance shall be made to the Township quarterly for the prior three (3) month period.

The City and Township shall prepare, or cause to be prepared, all documents of the City, the Township and the District relating to the formation of the District including, but not limited to, this Contract, instruments describing the District boundaries, petitions, notices, forms of City, Township, County and District legislation and District income tax election proceedings. Any costs incurred by the City and the Township in preparing such documents shall be paid (or reimbursed) from revenues of the District income tax.

To the extent permitted by law, the City agrees that the Township shall retain all tax revenues generated from; any real property, personal property, or estate taxes, or any

other taxes [excluding shared income taxes], from within the District covered by this agreement.

In the event of a legal challenge by a third party to this contract, the parties agree to share equally the cost of defending this agreement.

Each of the parties to this agreement shall use their best efforts to ensure that each and every element and provision of this agreement is adhered to and shall in good faith work for and publicly support all of its terms.

Section 10. Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of six members, three each from the City and the Township. The Township members of the Board shall be the Township Trustees. The City members shall be the Mayor and two elected members of Council who are appointed to the Board by the Mayor and approved by Council. The members of the Board shall serve as long as they are such officials of the City and the Township, provided that the members of the Board appointed by the Mayor shall, so long as they are members of the City Council, serve at the pleasure of the Mayor and until new members of the Board are appointed by the Mayor and approved by Council.

In the event that the Township shall cease to exist or the territory of the District shall be included within a municipal corporation, but prior to such event, the Board shall establish a procedure for the appointment of members to the Board from the political subdivision or entity succeeding

to the Township or being added as a party to this Contract in accordance with Section 715.71 and/or 715.70 of the Revised Code, particularly Section 715.70(E) of the Revised Code.

The members of the Board shall serve without compensation, unless allowed by law. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District income tax in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Chairman, a Vice Chairman, a Secretary and a Treasurer, provided that the Secretary and the Treasurer may be the same person. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 11. Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board shall occur within 30 days of the certification by the Board of Elections of Township voter approval of this Contract, or otherwise permitted by law. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the

City or the Township or at other locations within the County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of five members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least five members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by Section 715.71 or 715.70 of the Revised Code.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract.

The Chairman shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chairman may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. Any five members of the Board may also call a special meeting by providing the same notice.

The Vice Chairman shall act as Chairman in the temporary absence of the Chairman.

The Secretary shall be responsible for the records of the Board, including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board, including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of funds of the Board, and maintaining or providing for the maintenance of accurate accounts of all receipts, expenditures, assets and obligations of the Board. The Board may provide in the Tax Agreement (as defined in Sections 9 and 13 hereof) that the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution or in its by-laws those Officers who may sign documents on behalf of the Board.

The Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the City. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Sections 9 and 13 hereof.

The Board is authorized to take such necessary and appropriate actions, or establish such programs to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

(1) purchase, receive, hold, lease or otherwise acquire and sell, convey, transfer, lease, sublease or otherwise dispose of real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including, but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(2) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;

(3) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(4) apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;

(5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the Township;

(6) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of

the District, the City, the Township, the County and the State;

(7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(8) employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the District;

(9) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

(10) purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its

operations, and any other insurance that the Board may determine to be reasonably necessary.

This Contract grants to the Board the power and authority to levy an income tax within the District in accordance with Section 715.71(G) initially, and, in areas added to the JEDD, with 715.70(F) of the Revised Code and Sections 9 and 13 hereof.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract and all other things permitted by law.

The City and the Township may exercise all of the powers and may perform all of the functions and duties set forth in Section 715.70(H) of the Revised Code.

Section 12. Annexation. The City agrees that, so long as the Contract is in effect, it will not approve and will not pass any resolution of services under 709.031 ORC nor any ordinance accepting annexation pursuant to ORC 709.04 to the City of any property located in the District without the consent of the Township. The Township agrees that, so long as the Contract is in effect, it will not approve, and will use its best efforts to oppose, the annexation, merger or consolidation of any property located in the District by any other municipal corporation without the consent of the City. Neither the City nor the Township is or will be divested of its rights or obligations under this Contract because of annexation, merger or succession of interests. In the event any provision of this contract that affects this Section is

held to be invalid or this Contract unilaterally terminated, in either event, a two (2) year moratorium on all annexation shall go into effect in order to permit the parties to negotiate a new provision or new JEDD contract.

Section 13. Income Tax. The Board, at its first meeting, pursuant to ORC 715.71(G), shall by resolution levy an income tax at a rate of One and one-half Percent (1½%) in the District in accordance with Section 715.71(G) of the Revised Code. The revenues of that income tax shall be used for the purposes of the District and the contracting parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City's income tax legislation, as it may be amended from time to time. The income tax levied by the Board, pursuant to this Contract and Section 715.71 (G) of the Revised Code, shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

In conjunction with Section 9 of this Contract and for purposes of this Contract, the "Income Tax" shall include the "Gross Income Tax" which shall constitute all receipts from the tax imposed on income or earnings of those persons or entities located within the JEDD District and "Net Income Tax" which shall constitute the remainder of said monies collected from the gross income tax after providing for payment of expenses incurred by the Board in the operation of the

District, which net income tax shall be distributed 50% to the Township and 50% to the City.

In accordance with Section 715.71(G) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the Director of Finance of the City shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Parcels added to the JEDD after initial passage shall be subject to all provisions of 715.70, including those of referendum, pursuant to 715.70(F)(1).

On the first business day of each quarter, the Administrator shall provide the District with an amount sufficient to pay the outstanding or expected expenses of the operation of the District for that quarter (including, but not limited to, the expense of administering the income tax pursuant to the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board, which amount shall not exceed .25% (one-fourth of one percent) of the estimated income tax revenues for that calendar year, unless otherwise agreed to by the District Board, City and Township. Income tax revenues in excess of those provided to the District (referred to elsewhere herein as net income tax) shall be paid or credited

on a 50-50 basis by the Administrator to the City and Township without need of further action by the Treasurer or the Board, in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board. The income tax revenues so paid or credited to the City and the Township shall be used by the City and the Township to encourage and promote economic development, including, but not limited to, maintaining and improving the infrastructure facilities of the City and the Township (including paying debt charges related thereto), providing for economic development projects of the City and the Township, providing safety and health services within the City and the Township, providing urban development planning, counseling and financing services for the City and the Township and for the District if agreed to by the City and the Township generally improving the environment for those working and residing in the City and the Township or the District, and for other purposes as permitted by law.

The Tax Agreement shall provide that the Administrator shall make an annual report to the Board regarding the receipt and distribution of the income tax of the District.

Section 14. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not

cured within that time period, the non-defaulting party shall exercise the following procedures so long as no other provisions in this contract provide a different remedy or procedure:

A. Any and all disputes which arise under this section, whether regarding an alleged breach of the obligations set forth in this Contract or otherwise arising out of its subject matter or matters related to it, shall be resolved initially by the use of mediation. If such a dispute arises, then the aggrieved party shall give notice to the other party that the aggrieved party has a claim against the other party (the date that notice is delivered shall be called the "Notice Date"). If said dispute cannot be settled through negotiation or by correction among the parties of any alleged breach within at least 60 calendar days after the Notice Date, then the City and the Township agree to engage a mediator to assist them in the good faith negotiation of a settlement of that dispute. If after three days of mediation with the mediator the dispute is not settled, or if the mediator declares an impasse prior to the end of the three-day period, then any party dissatisfied with the results of mediation may pursue Court action and all legal remedies, including, without limitation, a suit for declaratory judgment, specific performance and/or money damages.

B. If the parties are unable to choose a mediator or to choose the rules which will apply to the mediation of the dispute, then the parties shall request the American

Arbitration Association [or some other mediation agency or service] (the "Provider") to choose the mediator and supply the rules of mediation, as required. Any and all necessary mediation hearings shall be held in Akron, Ohio, unless the parties agree otherwise. Mediation effected pursuant to this Contract shall be governed by the terms of this Section and shall be construed in accordance with the laws of Ohio.

C. Other than as provided, this Contract may not be canceled or terminated because of a default, unless both the City and the Township agree to such cancellation or termination.

Section 15. Modifications. This Contract may be modified by the City and the Township only in writing approved by the legislative authorities of both parties by appropriate legislation authorizing that modification. Such modification, in order to be effective, must be authorized by appropriate legislation passed by both parties within 90 days of each other.

Section 16. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

Section 17. Support of Contract. In the event that this Contract, or any of its terms, conditions or provisions,

is challenged by any third party or parties in a court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. Each party shall bear its own costs in any such proceeding challenging this Contract or any term or provisions thereof.

Section 18. Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments, petitions and similar documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 19. Severability. In the event that any section or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 20. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular Section 715.70 or 715.71 of the Revised Code.

Section 21. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 22. Effective Date. This contract shall be effective at the earliest time allowed by law.

IN WITNESS WHEREOF, the City and the Township have caused this contract to be duly signed at Summit County, Ohio, in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City
in the presence of:

Mary Stedius
Joseph Arcesi
(Witnesses as to the City)

CITY OF MACEDONIA
Joseph Migliorini
Mayor Joseph Migliorini

Approved as to legal form and
correctness:

By: Joseph W. Diemert
Joseph Diemert
Director of Law
City of Macedonia

Signed as to the Township
in the presence of:

James Honsbarger
7/12/95

James Honsbarger
7/12/95

James Honsbarger
7/13/95
(Witnesses as to the Township)

TOWNSHIP OF NORTHFIELD CENTER

A. J. Lepri 7/13/95
A. J. Lepri, Chairperson
Township of Northfield Center

Mary Kirk Catalano 7/13/95
Mary Kirk Catalano, Trustee
Township of Northfield Center

Edward A. Duber 7/13/95
Edward A. Duber, Trustee
Township of Northfield Center

Approved as to legal form and
correctness:

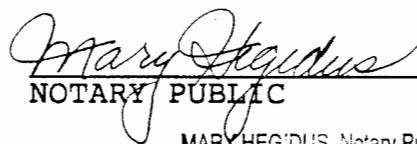
By: Alfred E. Schrader
Alfred E. Schrader
Legal Counsel to
Northfield Center Township

STATE OF OHIO)
) ss:
 SUMMIT COUNTY)

On this 19th day of July, 1995, before me, a Notary Public in and for said County and State, personally appeared Joseph Migliorini, Mayor of the City of Macedonia, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City, he did sign said instrument on behalf of the City and who acknowledged that the same is his voluntary act and deed, individually as said officer and the voluntary and corporate act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(seal)


 NOTARY PUBLIC
 MARY HEGIDUS, Notary Public
 State of Ohio
 My Commission Expires July 10, 1999

STATE OF OHIO)
) ss:
 SUMMIT COUNTY)

On this 13 day of July, 1995, before me, a Notary Public in and for said County and State, personally appeared A. J. Lepri, Mary Kirk Catalano and Edward A. Duber, Trustees of the Township of Northfield Center, who acknowledged that with due authorization and as such officers on behalf of the Township, they did sign said instrument on behalf of the Township and who acknowledged that the same is their voluntary act and deed, individually as said officers and the voluntary and corporate act and deed of the Township.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(seal)


 NOTARY PUBLIC

**ADDENDUM TO AGREEMENT
OF
JULY 13, 1995**

THIS AGREEMENT is an Addendum to the original Northfield Center Township-Macedonia Joint Economic Development District Contract entered into between THE CITY OF MACEDONIA ("City") and the TOWNSHIP OF NORTHFIELD CENTER ("Township") on the 13th day of July, 1995.

WHEREAS, City and the Township desire to amend Section 7, Paragraphs A, B, and C of said Agreement, beginning on Page 7 and finishing on Page 8, providing for the JEDD to have the authority to review all plans of development within the JEDD District, and have available to it the services of the Macedonia City Engineer, the Macedonia City Consulting Engineer, the Macedonia City Planner, the Macedonia City Architect and the Macedonia City Law Department. Subsequent to this review, the JEDD committee by a majority vote shall make a recommendation to the City of Macedonia Planning Commission who shall then have final approval authority pursuant to Ohio law and the Charters and Codified Ordinances of the City of Macedonia, when applicable.

NOW, THEREFORE, Macedonia and the Township hereby and herein agree to amended Section 7, Paragraphs A, B, and C of the Agreement entered into on July 13, 1995, to read as follows:

*

*

*

Section 7. Additional Specific Services and Contributions

In addition, the parties agree to the following specific services and contributions to be provided:

A. The JEDD Committee shall have the authority to review all plans of development within the JEDD District, which shall be in keeping with the best interests of the JEDD, the best interests of the City and the best interests of the Township. The JEDD Committee shall have available to it the ability to consult with the City Engineer, the City Consulting Engineer, the City Planner, the City Architect, and the City Law Department. The City shall be paid and/or reimbursed for the cost of such consulting services from revenues of the District income tax, pursuant to Section 9 of the Agreement. Subsequent to this review, the Committee, by majority vote, shall make a recommendation on the plans of development to the City of Macedonia Planning Commission. The City shall have final approval authority pursuant to the City Charter, City Ordinances, and Ohio law. This authority shall be in addition to and include allowing the Township Trustees and Zoning officials to consult with the City Engineer, the City Consulting Engineer, the City Planner, the City Architect and the City Law Department to provide the best watershed control and the best commercial development possible.

B. The purpose of this section is to provide adequate review by the JEDD Committee of proposed developments in the JEDD District where the uses permitted are of such a nature because of their size, skill or effect on surrounding property, that review of specific plans is deemed necessary to protect the public health,

safety and general welfare of the community. The Township and the City agree that the close geographic proximity of the Township and the City and the impact of development in each community, one upon the other, require that the infrastructure concerns outlined above be as equal as possible in both communities. The Township agrees that building in the JEDD will conform where feasible to the Western Reserve Architectural style and design.

C. The JEDD shall consider the location of buildings, parking areas and other features with respect to the topography of the lot and existing natural features such as streams and large trees; the efficiency, adequacy and safety of the proposed layout of internal streets and driveways, the location of the green area provided, bearing in mind the possible effects of irregularly shaped lots; the adequacy of location, landscaping and screening of the parking lots; and any other matters as the JEDD may find to have a material bearing upon the JEDD and the communities' best interests. Where legally permissible within the District, the Township agrees to maintain the property currently zoned C-4, and as to the property currently zoned O-C, the Township agrees to pursue the appropriate use of this property in zoning to facilitate the purpose of this Agreement, in keeping with sound environmental and land use practices. The provisions of this Section 7 constitute an agreement by the parties pursuant to Section 715.70(I) of the Revised Code, provided that the City and Township may enter into other agreements in accordance with Section 715.70(I) of the Revised Code.

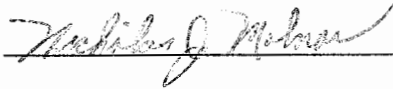
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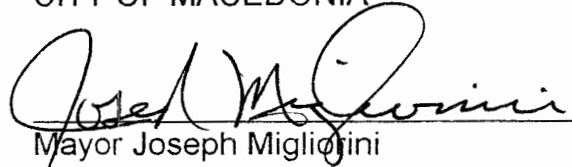
IN WITNESS WHEREOF, the City and the Township have hereunto caused this Agreement to be executed by their duly authorized representatives on this 3^d day of DECEMBER, 1998.

Signed as to the City
in the presence of:

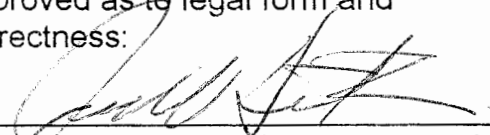





CITY OF MACEDONIA


Mayor Joseph Miglionini

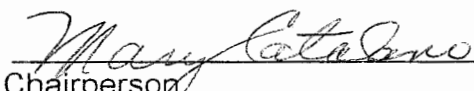
Approved as to legal form and
correctness:

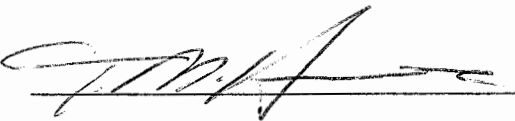
By: 
Joseph W. Diemert, Jr., Director of Law
City of Macedonia

Signed as to the Township
in the presence of:



TOWNSHIP OF NORTHFIELD CENTER


Chairperson
Township of Northfield Center




Trustee,
Township of Northfield Center

Trustee
Township of Northfield Center

Approved as to legal form and
correctness:

By: _____
Alfred E. Schrader, Legal Counsel
Northfield Center Township

43
ADDENDUM TO AGREEMENT
OF
JULY 13, 1995

THIS AGREEMENT is an Addendum to the original Northfield Center Township-Macedonia Joint Economic Development District Contract entered into between THE CITY OF MACEDONIA ("City"), and the TOWNSHIP OF NORTHFIELD CENTER ("Township"), on the 13th day of July, 1995.

WHEREAS, Five R's Corporation owns a single 197 acre parcel of land, with 66.6463 acres of said parcel located in the Township and the remaining acres located in the City; and

WHEREAS, the City and the Township have received a petition from Five R's Corporation to include within the JEDD a 66.6463 acre parcel of land owned by Five R's Corporation (legal description attached hereto as Exhibit A), and

WHEREAS, the City of Macedonia shall provide the same services to the entire parcel, including the 66.6463 acres located in the Township, that it provides to other property in the City; and

WHEREAS, the zoning classification of said parcel is and will remain Industrial; and

WHEREAS, the addition of the 66.6464 acres of the parcel to the JEDD complies with the requirements of Ohio Revised Code Section 715.73.

NOW, THEREFORE, the City and Township agree pursuant to Section 4(A) of the Northfield Center Township-Macedonia Joint Economic Development District Contract to add the property described in Exhibit A to the existing JEDD between the City and the Township. The City and the Township agree that said addition to the JEDD shall take effect and be in force upon successful completion of the procedures contained in Ohio Revised Code Section 715.761.

Further, in accordance with Section 15 of the Northfield Center Township-Macedonia Joint Economic Development District Contract and Ohio Revised Code Section 715.74 the parties agree to add a new Section 13(a) to the agreement entitled "Property Tax". The City and

Township agree that the provisions of Section 13(a) shall be only applicable to the property added to the JEDD by this Addendum and shall not be applicable to the property set forth under the original JEDD contract. The new Section 13(a) shall provide as follows:

"13(a) Property Tax. The City and the Township agree that property taxes payable to the General Fund of the Township attributable to the 66.6463 acre parcel of land described in the attached Exhibit "A" shall be split on a 50/50 basis. The Township Clerk shall compute the amount of the property tax received from the subject property which is payable to the General Fund of the Township. Twice a year following receipt of the property tax payment from Summit County, the Clerk shall forward 50% of the tax on the property as calculated above to the City. The tax so paid or credited to the City and the Township shall be used by the City and the Township to encourage and promote economic development, including, but not limited to, maintaining and improving the infrastructure facilities of the City and the Township (including paying debt charges related thereto), providing for economic development projects of the City and the Township, providing safety and health services within the City and the Township, providing urban development planning, counseling and financing services for the City and the Township and for the District if agreed to by the City and the Township generally improving the environment for those working and residing in the City and the Township or the District, and for other purposes as permitted. The parties specifically understand and acknowledge that the City of Macedonia will be the sole services provider for governmental services to this property and that the costs incurred for these services shall be included in the charge for administrative services pursuant to Paragraph 9 of the JEDD Agreement."

This section shall be effective for the tax years beginning in 2002 and thereafter.

IN WITNESS WHEREOF, the City and the Township have hereunto caused this Agreement to be executed by their duly authorized representatives on this 8 day of March, 2001.

Signed as to the City
In the Presence of:

James Kozelka
Stephen Greco

CITY OF MACEDONIA

Joseph Miglirini
Mayor Joseph Miglirini

Approved as to legal form and
correctness:

Joseph W. Diemert, Jr.
Joseph W. Diemert, Jr. Director of
Law, City of Macedonia

Signed as to the Township
In the Presence of:

John Amici
MP Carr

TOWNSHIP OF NORTHFIELD CENTER

Chairperson
Township of Northfield Center

John Amici
MP Carr

Mary Catalano
Trustee
Township of Northfield Center

John Amici
MP Carr

Trustee
Township of Northfield Center

Approved as to legal form and
correctness:

Russell M. Fry
Russell M. Fry, Legal Counsel
Northfield Center Township

EXHIBIT A

Situated in the Township of Northfield Center, County of Summit, State of Ohio and known as being part of original Township Lot 9 and being more completely described as follows:

Beginning at a marked stone marking the northwest corner of original Township Lot 9.

- 1) Thence along the north line of said Lot on an azimuth of 90d-17'-17" a distance of 1778.48 ft. to a #5 rebar 5916.
- 2) Thence on an azimuth of 147d-25'-27" a distance of 448.41 ft. to a #5 rebar.
- 3) Thence on an azimuth of 147d-41'-59" a distance of 1122.85 ft. to a #5 rebar.
- 4) Thence on an azimuth of 270d-16'-33" a distance of 2611.65 ft. to the west line of original Lot 9 and a 1/2 open top pipe.
- 5) Thence along the west line of original Lot 9 on an azimuth of 359d-38'-27" a distance of 1320.77 ft. to the place of beginning.

The above described parcel contains 66.6463 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor 5916 in July, 1986.

The meridian was determined by a Solar Observation using the Angle Hour Method and converted to the Ohio State Plane Grid system 1927 Datum North Zone.

CITY OF MACEDONIA, OHIO
ORDINANCE NO. 4 - 2001

FIRST RDG 1/11/01
SECOND RDG 1/25/01
THIRD RDG 3/2/01
OTHER ACTIONS
PUBLIC HEARING 7th 22/01
Rescinded 2nd Reg 2/8/01

AN EMERGENCY ORDINANCE AUTHORIZING AN AMENDMENT TO THE
NORTHFIELD CENTER TOWNSHIP- MACEDONIA JOINT ECONOMIC
DEVELOPMENT DISTRICT AGREEMENT TO ADD APPROXIMATELY 66.6463
ACRES OF LAND OWNED BY THE FIVE R CORPORATION TO THAT DISTRICT.

WHEREAS, there currently exists an agreement which establishes the Northfield Center Township- Macedonia Joint Economic Development District between the City of Macedonia and the Township of Northfield Center; and

WHEREAS, the Five R Corporation has petitioned the JEDD Board to include within the JEDD District a 66.6463 parcel acre of land and owned by that corporation; and

WHEREAS, the JEDD Board has approved a motion to include this land within the JEDD District; and

WHEREAS, the City of Macedonia seeks to approve this amendment and the addition of this property into the Joint Economic Development District.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the addendum to the original Northfield Center Township- Macedonia Joint Economic Development District contract which is attached to this ordinance and incorporated by reference as Exhibit A is hereby and herein approved, conditioned upon completing the requirements set forth in Ohio Revised Code Section 715.761 which would include publication, and public hearing.

Section 2. That a public hearing with regards to the proposed addendum to the JEDD agreement is hereby scheduled before the Macedonia City Council for February 22, 2001 at 7:00 p.m..

Section 3. That pursuant to Ohio Revised Code Section 715.761 and 715.75, the Clerk of Courts is hereby authorized and instructed to provide at least thirty days public notice of the time and the place of the public hearing in a newspaper of general circulation in the City of Macedonia and shall further make available for public inspection in the office of the Clerk a copy of the contract creating the District, and a description of the area to be included in the District, including a map with boundaries and zoning restrictions.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. WHEREFORE, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it provides for the daily operation of a municipal department, and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: March 8, 2001

EFFECTIVE: March 9, 2001

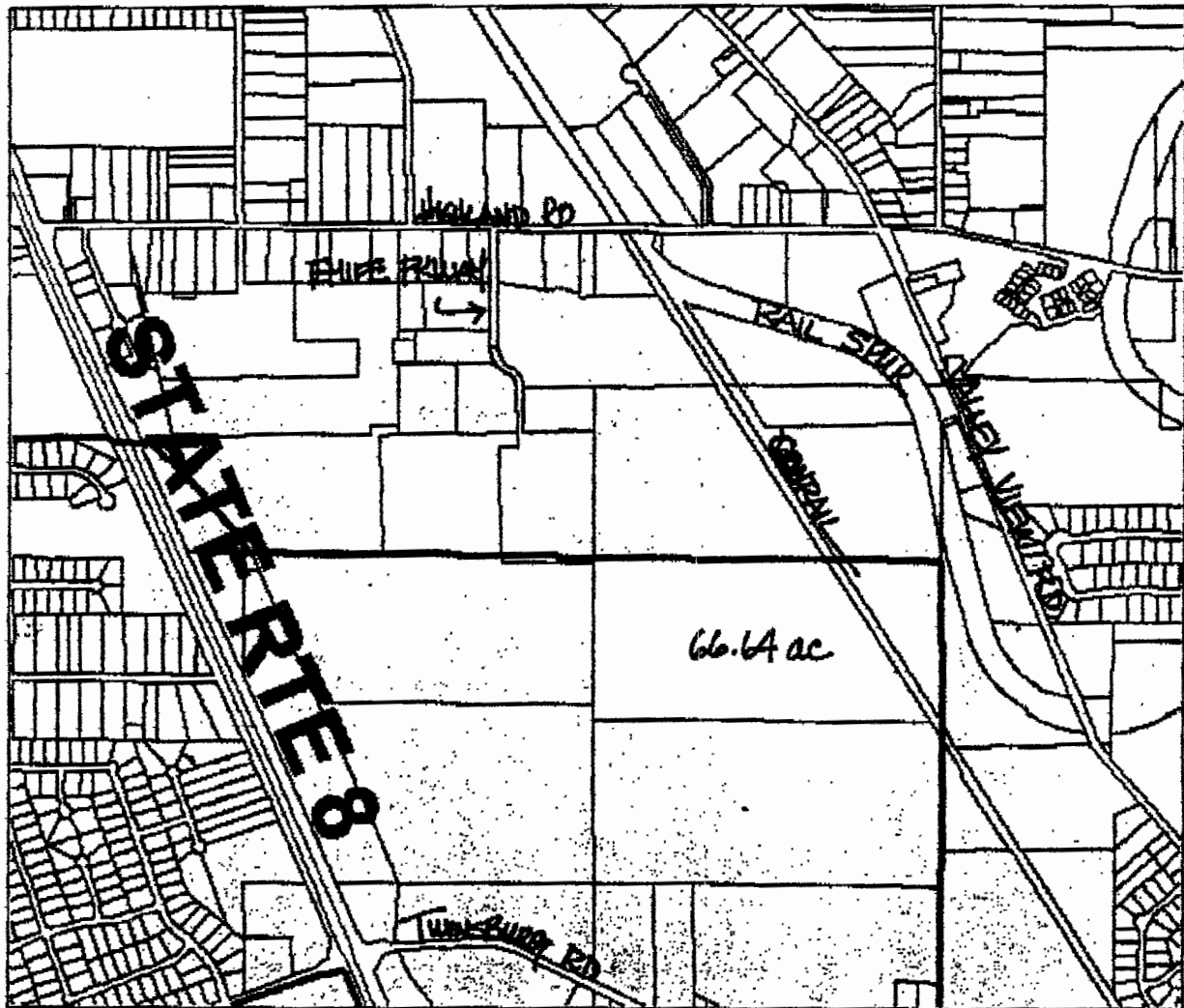
POSTED: March 12, 2001

MAYOR:

Joseph Miglionini
Joseph Miglionini

ATTEST:

Josephine Arceci
Josephine Arceci, Clerk of Council



**AMENDMENT NO. 4 TO THE NORTHFIELD CENTER TOWNSHIP –
MACEDONIA JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
DATED JULY 13, 1995**

This Amendment No. 4 is entered into this 27 day of September, 2001
by and between Northfield Center Township (hereinafter referred to as "Township") and
the City of Macedonia (hereinafter referred to as "City").

WHEREAS, the City and Township desire to amend Section 9, **Administration
and Distribution of Taxes**, of the Agreement dated July 13, 1995 and subsequently
amended;

WHEREAS, the parties wish to amend the Agreement so that the payment of all
expenses may be made from revenues received, without the imposition of a cap on
expenses; and

WHEREAS, the City and Township desire to amend Section 13, **Income Tax**, of
the Agreement dated July 13, 1995 and subsequently amended; and

WHEREAS, the parties wish to amend Section 13 in accordance with O.R.C.
715.71(G) increasing the income tax rate to an amount equal to the rate currently in
effect in the City of Macedonia.

NOW THEREFORE, the City and Township hereby and herein agree to the
following:

1. Section 9, Administration and Distribution of Taxes, shall be amended to read
as follows:

The City may provide secretarial services and other staffing for the
District. The cost for such services and staffing may be paid from the
District income tax revenues as an operating expense of the District.

EXHIBIT A

The City shall be responsible for the collection of income tax revenue and forward to the Administration, annually or on the first day of each quarter, an amount equal to the projected estimate for expenses (hereinafter referred to as "advanced expenses"), prepared by the City's Finance Director, for the payment of all expenses. Any amount needed to pay for expenses over and above the projected estimate shall not exceed 0.25% (one-fourth of one percent) of the income tax collected, unless otherwise agreed to by the District Board, City, and Township. Any advanced expenses, which exceed actual expenses, shall be retained by the Director of Finance and applied towards expenses for the subsequent year. Such expenses shall be taken into consideration by the Director of Finance when preparing the projected estimate of expenses.

The City shall distribute 50% of the net balance of income taxes collected, after District expenses to the Township. The City shall distribute 50% of the net balance to the City. The gross income tax shall be the total income tax collected from the JEDD District and shall not exceed the income tax rate then in effect for the City of Macedonia.

Thus, the income tax revenue remitted to the City and Township shall each equal 50% of the total net income tax generated. Said remittance shall be paid to the Township quarterly for the prior three (3) month period.

The City and Township shall prepare, or cause to be prepared, all documents of the City, the Township, and the District relating to the formation of the District, including but not limited to, this contract, instruments describing the district boundaries, petitions, notices, forms of City, Township, County, and District legislation, and District income tax election proceedings. Any cost incurred by the City and Township in preparing such documents shall be paid (or reimbursed) from revenues of the District income tax.

To the extent permitted by law, the City agrees that the Township shall retain all tax revenues generated from; any real property, personal property, or estate taxes, or any other taxes (excluding shared income taxes), from within the District covered by this Agreement.

In the event of a legal challenge by a third party to this contract, the parties agree to share equally the cost of defending this Agreement.

Each of the parties to this Agreement shall use their best efforts to ensure that each and every element and provision of this Agreement is adhered to and shall in good faith work for and publicly support all its terms.

2. Section 13, Income Tax, of the Agreement shall be amended to read as follows:

The Board, at its first meeting, pursuant to O.R.C. 715.71(G), by resolution, levied and income tax at a rate of one and one-half percent (1.5%) in the District. In accordance with O.R.C. 715.71(G), the rate of income tax may be increased to a rate no higher than the highest rate levied by the City. The tax rate, as of the date of this Amendment, which is currently in full force and effect in the City of Macedonia, is two percent (2%). Therefore, the Board, at its next regularly scheduled meeting, by resolution, and at any time thereafter, by resolution, may increase the income tax rate to an amount in accordance with O.R.C. 715.71(G), but in no event may this rate be higher than the rate set forth in the City, unless amended by statute. The revenues of this income tax shall be used for the purposes of the District and the contracting parties pursuant to this contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City's income tax levied by the Board, pursuant to this Contract and Section 715.71(G) of the Revised Code, shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger, or incorporation.

In conjunction with Section 9 of this Contract and for purposes of this Contract, the "Income Tax" shall include the "Gross Income Tax" which shall constitute all receipts from the tax imposed on income or earnings of those persons or entities located within the JEDD District and "Net Income Tax" which shall constitute the remainder of said monies collected from the gross income tax after providing for payment of expenses incurred by the Board in the operation of the District, which net income tax shall be distributed 50% to the Township and 50% to the City.

In accordance with Section 715.71(G) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect, and enforce the income tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the Director of Finance of the City shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping, and investment of the income tax revenues collected within the District.

Parcels added to the JEDD after initial passage shall be subject to all provisions of 715.70, including those of referendum, pursuant to 715.70(F)(1).

On the first business day of each quarter or annually, the administrator shall provide the District with an amount sufficient to pay the outstanding or expected expenses of the operation of the District for that quarter or year (including but not limited to, the expense of administering the income tax pursuant to the tax agreement) in accordance with the budget and the appropriations resolution as amended from time to time by the Board. Income tax revenue in excess of those provided to the District (referred to elsewhere herein as Net Income Tax) shall be paid or credited on a 50/50 basis by the administrator to the City and Township without the need for further action by the Treasurer or the Board, in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board.

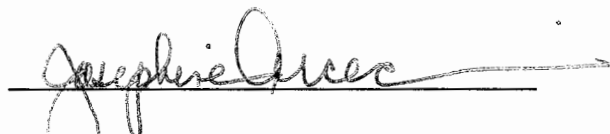
The income tax revenue so paid or credited to the City and the Township shall be used by the City and the Township to encourage and promote economic development, including, but not limited to, maintaining and improving the infrastructure facilities of the City and Township (including paying debt charges related thereto), providing for economic development projects of the City and Township, providing safety and health services within the City and Township, providing urban development planning, counseling, and financing services for the City and Township, and for the District if agreed to by the City and Township generally improving the environment for those working and residing in the City and the Township or the District, and for other purposes as permitted by law.


The tax agreement shall provide that the Administrator shall make an annual report to the Board regarding the receipt and distribution of the income tax of the District.

IN WITNESS WHEREOF, the City and Township have caused this contract to be duly signed at Summit County, Ohio, in their respective names by their duly authorized officers as of the date hereinbefore written.


Signed as to the City in presence of:

CITY OF MACEDONIA




BARBARA A. KORNUC, Mayor


(Witnesses as to the City)


JOSEPH W. DIEMERT, JR., Director of Law
City of Macedonia

Monica James

Mary Catalano
Chairperson

Mani Mukherjee

AMENDMENT TO THE NORTHFIELD CENTER TOWNSHIP • MACEDONIA
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
AS APPROVED BY THE JEDD BOARD ON SEPTEMBER 5, 2002.

WHEREAS, the City of Macedonla and Northfield Center Township have previously entered into an Agreement establishing a Joint Economic Development District on or about July 13, 1995; and

WHEREAS, the JEDD Board pursuant to Motion adopted on September 5, 2002 has approved an amendment to that Agreement, specifically Section 7(H) which addresses billing for EMS services; and

WHEREAS, as mandated by that Agreement, the Macedonla City Council has approved this amendment by the adoption of Ordinance No. 70 - 2002 on October 10, 2002; and

WHEREAS, the Northfield Center Township Trustees have approved this amendment by legislation identified as Resolution 02/9-16A adopted on 9/16/02, 2002.

NOW, THEREFORE, this amendment shall be deemed to have taken effect on the latter approval date of either party to the contract, that amendment set forth as follows:

Section 7. Additional Specific Services and Contributions. In addition, the parties agree to the following specific services:

* * *

- H. The City and Township cooperate to enter into first responder mutual aid contracts for police, fire and EMS services, wherein the first responder shall be the entity able to respond faster, and with high quality service, to the area. The City and the Township agree that the party providing services may be reimbursed for the provision of such services to the JEDD, including police, fire and EMS, from the gross proceeds of the income tax. The parties acknowledge that each may bill ~~nonresidents~~ for EMS service. ~~The City and the Township agree that they shall not bill each other's residents for EMS service.~~ The parties further agree, with regard to EMS billing, that whichever department provides the services shall bill and collect from ~~nonresidents~~ for those services rendered.

* * *

For the Northfield Center Township:

Mary Ann Day
Trustee Mary Ann Day

Mary Catalano
Trustee Mary Catalano

Marc Pepera
Trustee Marc Pepera

For the City of Macedonla:

Barbara Kornuc
Mayor Barbara Kornuc

Nicholas Molnar
Councilman Nicholas Molnar

Michael Menhart
Councilman Michael Menhart

Approved as to Form:

[Signature]

Approved as to Form:

[Signature]
Joseph W. Diemert, Jr.
Director of Law



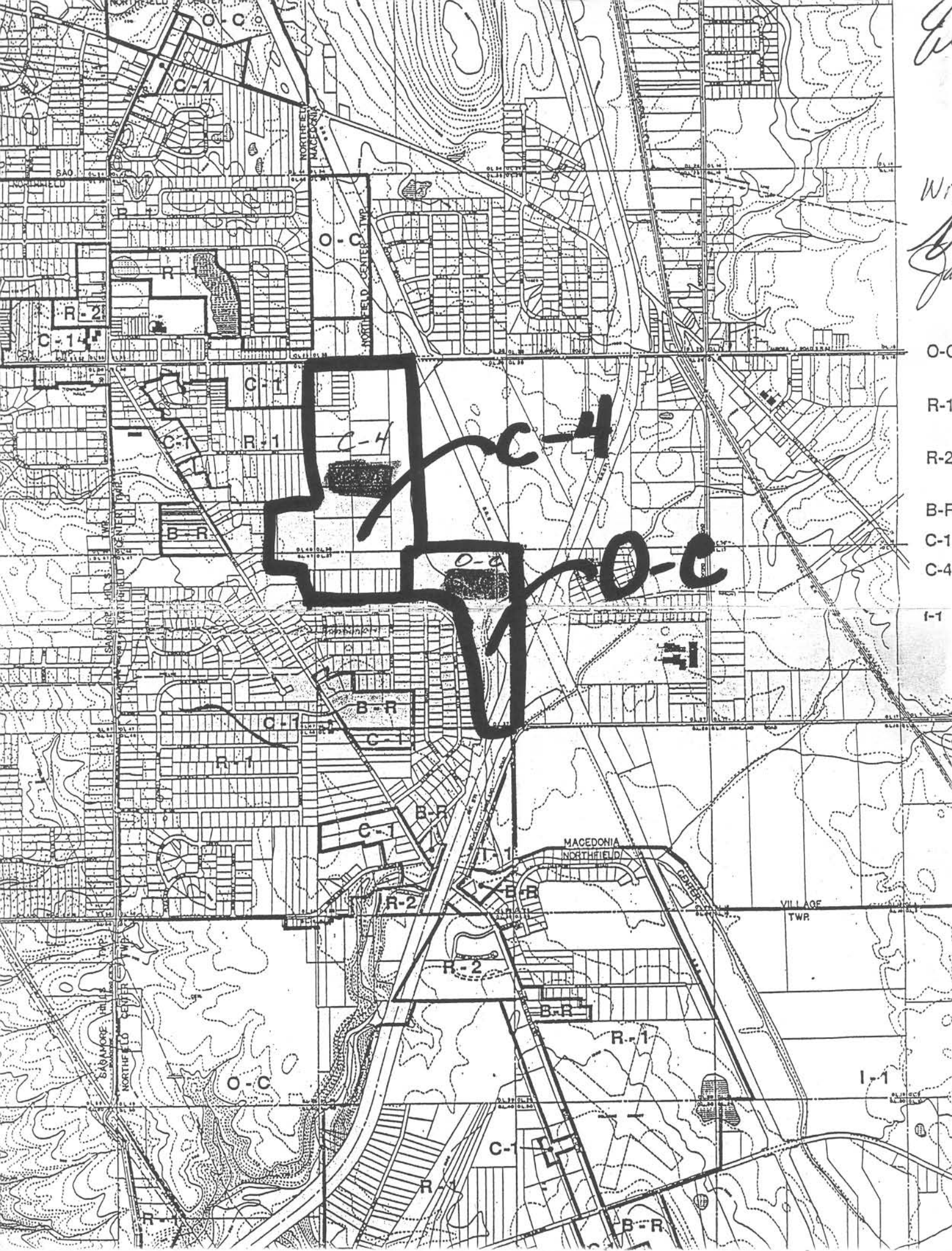
Section 7. Additional Specific Services and Contributions.

* * *

- H. Police, Fire, EMS and Services. The Township shall provide the JEDD with police, fire and EMS services. The City shall provide state mutual aid for police, fire and EMS services to the Township for the entire JEDD territory. Neither the Township nor the City will be reimbursed from the gross proceeds for the JEDD providing these services. The parties acknowledge that each may bill patients for EMS service. The parties further agree, with regard to EMS billing, that whichever department provides the services shall bill and collect from the patient for that service rendered.

* * *

EXHIBIT A



W. J.

- O-C
- R-1
- R-2
- B-F
- C-1
- C-4
- I-1