INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLUMBUS AND FRANKLIN COUNTY, OHIO

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Franklin County Board of Commissioners (hereinafter referred to as the "County") and the City of Columbus hereinafter referred to as the "City").

WHEREAS, the County receives Wireless 9-1-1 Government Assistance funds from the Public Utilities Commission of Ohio; and

WHEREAS, the City is the recipient of 9-1-1 funds as approved by a resolution of the 9-1-1 Planning Committee on October 26, 2022; and

WHEREAS, the County and the City desire to enter into this Agreement to provide for the distribution of the 9-1-1 funds in order for the City to expeditiously acquire and pay for permissible wireless 9-1-1 expenditures as outlined in R. C. 128.57; and

WHEREAS, Revised Code §307.15 provides the requisite authority for the parties to enter into this Agreement and perform their respective obligations; and

WHEREAS, this Contract has been authorized by Resolution No. **911-2022-01** of the Franklin County Board of Commissioners and Ordinance No. **0619-2023**, passed _____ day of _____, 2023, by the City of Columbus.

NOW THEREFORE, in consideration of the premises and the mutual promises covenants and conditions contained herein, the parties hereto agree to the following:

1. Franklin County shall disburse monies received from Ohio's 9-1-1 government assistance fund pursuant to the November 16, 2021 resolution of the Franklin County 9-1-1 Governing Board. The resolution and dollar amounts are attached hereto as Exhibit A and incorporated herein by this reference.

2. The City covenants and agrees that in the utilization of the **2023** 9-1-1 wireless funds that it shall comport with any and all rules, regulations, and laws as required by the State of Ohio.

3. The County shall process payment directly to City on a monthly basis.

4. The parties agree that the City shall be the sole owner of any and all equipment and/or software purchased by the City with funds disbursed pursuant to this Agreement.

5. With respect to 9-1-1 funds disbursed to the City, in the event that an authorized governmental agency or its agent having responsibility for conducting an audit

disallows certain costs and requires that a refund be issued, the City shall be responsible for providing the refund amount in full.

6. This contract is subject to amendments, modifications, or alterations anytime, provided such amendments, modifications, or alterations are agreed upon in their entirety by all parties hereto, and executed in accordance with applicable provisions of the Ohio Revised Code.

7. This contract shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

8. This Agreement may be executed with signatures delivered by either facsimile or scanned e-mail and copies of such signatures so delivered shall be deemed originals. The undersigned warrant their authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this agreement this _____ day of _____, 2023.

_____
Ken Wilson, County Administrator

_____
Robert W. Clark., Director
Department of Public Safety

Approved as to Form:

Approved as to Form:

_____
By: Asst. Prosecuting Attorney

_____
By: City Attorney's Office