

**BIG DARBY ACCORD  
PARTICIPATION AGREEMENT**

This Big Darby Accord Participation Agreement (“the Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Columbus (“Columbus”), an Ohio municipal corporation; the City of Grove City (“Grove City”), an Ohio municipal corporation; the City of Hilliard (“Hilliard”), an Ohio municipal corporation; the Village of Harrisburg (“Harrisburg”), an Ohio municipal corporation; the Board of Trustees of Prairie Township, Franklin County, Ohio (“Prairie Township”); the Board of Trustees of Brown Township, Franklin County, Ohio (“Brown Township”); the Board of Trustees of Pleasant Township, Franklin County (“Pleasant Township”); the Board of Trustees of Norwich Township, Franklin County, Ohio (“Norwich Township”); the Board of Trustees of Washington Township, Franklin County, Ohio (“Washington Township”) and the Board of Commissioners of Franklin County, Ohio (“the County”).

**BACKGROUND INFORMATION**

WHEREAS, all ten (10) of the parties to this Agreement are local jurisdictions within the Franklin County portion of the Big and Little Darby Creeks’ Watershed (the “Watershed “); and

WHEREAS, the Watershed is one of the most biologically diverse aquatic systems in the Midwest and is among the top warm, fresh water habitats in the United States; and

WHEREAS, the Watershed represents the largest undeveloped area in Franklin County, Ohio and is experiencing increased pressure for development; and

WHEREAS, in order to maintain the unique nature of the Watershed, any development within the Watershed must be carefully planned and managed; and

WHEREAS, the parties to this Agreement have initiated a multi-jurisdictional effort to protect this environmentally sensitive area, and establish cooperation among the jurisdictions involved in areas such as provision and utilization of public facilities and services, through the development of a multi-jurisdictional plan and related preservation and growth strategies which are capable of implementation, oversight and enforcement; and

WHEREAS, the parties desire and intend to retain a consultant or consultants to develop a multi-jurisdictional plan for the growth and development which may occur within the Watershed in Franklin County; and

WHEREAS, the parties desire to have Columbus enter into an Agreement with a consultant or consultants selected by mutual agreement among the parties; and

WHEREAS, the costs for hiring consultant services for this initiative are estimated to be no greater than \$500,000; and

WHEREAS, the parties recognize that the costs for such consultant services should be shared by all jurisdictions; and

WHEREAS, each of the parties has pledged assistance in funding a portion of the costs of consultant services, which funds shall be provided to Columbus to be used by Columbus, as the financial agent for the parties hereto, to pay such costs; and

WHEREAS, each party's willingness to both participate in this initiative and provide a proportionate share of funding assistance is based upon the understanding and condition that all parties adhere to the terms of this Agreement.

NOW THEREFORE, in consideration of the above Background Information and the mutual promises and covenants contained in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Consultant Services. The parties agree that they shall jointly select and retain consultant services ("Consultant") selected by mutual agreement of the parties, at a total cost not to exceed Five Hundred Thousand Dollars (\$500,000.00). The selected service provider shall develop a comprehensive, multi-jurisdictional plan to protect the Watershed and guide future growth and development in the Watershed, based on the Mission Statement attached hereto as Exhibit A ("Services"). The parties shall agree on a competitive process by which to select the Consultant and shall each participate in the selection of such provider,

2. Columbus to Act as Agent. The parties agree that Columbus shall act as agent for the parties hereto and shall enter into a contract with the consultant or consultants (the "Contract") and shall oversee payments to the consultant for work performed pursuant to the Contract. However, the parties shall agree on a scope of services to be incorporated into the Contract to be signed by the consultant or consultants jointly selected by the parties. A copy of the Contract to be executed by Columbus and the selected consultant shall be provided in a timely manner to each party for review and comment prior to such Contract being executed.

3. Payment of Contract Costs. The parties agree to jointly finance the costs of the Contract and to appropriate monies for the hiring of a consultant on the following basis:

a) The parties that are municipal corporations agree to contribute funds sufficient to pay 50% of the costs of the Contract with Columbus to provide 35.8% of the Contract costs, not to exceed \$179,000; Grove City to provide 4% of the Contract costs, not to exceed \$20,000; Hilliard to provide

10% of the Contract costs, not to exceed \$50,000; and Harrisburg to provide .2% of the Contract costs, not to exceed \$1,000.

b) The County and Townships agree to contribute funds sufficient to pay 50% of the costs of the Contract with the County to provide 25% of the Contract costs not to exceed \$125,000; Prairie Township to provide 8% of the Contract costs, not to exceed \$40,000.00; Brown Township to provide 6.5% of the Contract costs, not to exceed \$32,500.00; Pleasant Township to provide 6.5% of the Contract costs, not to exceed \$32,500.00; Norwich Township to provide 2% of the Contract costs, not to exceed \$10,000.00; and Washington Township to provide 2% of the Contract costs, not to exceed 10,000.00.

c) Each party agrees to pay to Columbus their agreed upon percentage of the costs of the contract within 60 days of the execution of this agreement.

d) Columbus agrees to make each payment to the consultant in a timely manner and shall notify each party of the payments made under the contract as are paid.

e) If there is any amount remaining after the Contract has been completed (or cancelled, as the case may be), this amount shall be distributed within sixty days of contract termination as follows: 50% to the Municipal Corporations to be divided among them according to their percentage of contribution; and 50% to the County and Townships to be divided among them according to their percentage of contribution

4. Participation. Each party agrees to assign a representative to attend meetings with the consultant and to keep elected officials informed of the Consultant's progress. For project continuity, the same party representatives should attend all meetings, in absence of illness or emergency. Each party further agrees to provide active representation at all meetings and to work with the other parties hereto to analyze existing policies, procedures and resources; identify suggested modifications or improvements to existing policies, procedures and resources, and to recommend additional policies and procedures that will assist in meeting the goals of this Agreement. Each party also agrees to assist Columbus and the Consultant in conducting research and gathering information to the extent such information is available to it, and which is not readily available to the Consultant, and to secure necessary approvals from their own local government and departments which do not require legislative approval. While entering into this Agreement in the spirit of cooperation, none of the parties are obligated in any way to support, agree with, or be bound by the findings, recommendations or final report issued by the Consultant.

5. Warranties. Each party represents, warrants and covenants to the other parties that: (1) the officer or officers executing this Agreement on behalf of the party is or are duly authorized to enter into this Agreement on behalf of the party; (2) each party has all necessary power and authority to enter into this Agreement; and (3) the

execution of this Agreement constitutes the valid and binding obligation of the party in accordance with its terms.

6. Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate Notice Address or hand delivered to the other parties at the following addresses:

Columbus  
ATTN: Director/Planning Administrator  
Department of Development  
50 West Gay Street  
Columbus, OH 43214

Grove City  
ATTN: Mayor  
4035 Broadway  
Grove City, Ohio 43123

Hilliard  
3800 Municipal Way  
Hilliard, Ohio 43026  
Attention: Service Director

Harrisburg  
ATTN: Mayor  
1100 High Street  
PO Box 17  
Harrisburg, OH 43126

Prairie Township  
ATTN: Administrator  
23 Maple Drive  
Columbus, Ohio 43228

Brown Township  
ATTN: Township Clerk  
2491 Walker Road  
Hilliard, Ohio 43026

Pleasant Township  
ATTN: Township Clerk  
5373 Norton Road  
Grove City, Ohio 43123

Norwich Township  
ATTN: Township Clerk  
4164 Avery Road

Hilliard, Ohio 43026

Washington Township  
ATTN: Administrator  
5965 Wilcox Place, Suite B  
Dublin, Ohio 43016

Franklin County  
Board of County Commissioners  
373 South High Street  
Columbus, OH 43215

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns. Each party shall at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Agreement. Each provision of this Agreement is binding upon such officer of each party as may, from time to time, have the authority or duty under law to take such actions as may be necessary to perform all or any part of the duty required by such provision.

8. Amendments, Changes and Modifications. This Agreement may only be amended by written instrument executed by all parties to this Agreement.

9. Severability. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part hereof, made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder hereof or any other section or provision hereof or any other covenant, stipulation, obligation, agreement, act or action, or part hereof, made, assumed, entered into, or taken hereunder, which shall be construed and enforced as if such illegal or invalid portion were not contained herein, nor shall such illegality or invalidity of any application hereof affect any legal and valid application hereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part hereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

10. Term. This Agreement shall terminate at midnight on December 31, 2005; or the date the Consultant's contract terminates, whichever date is last to occur.

11. Governing Law. This Agreement shall be governed exclusively and construed exclusively by and in accordance with the laws of the State of Ohio.

12. Assignment. This Agreement may not be assigned by any of the parties without the prior written approval of the other parties, except to a transferee through a merger or consolidation and only if such resulting entity expressly assumes in writing, in a form satisfactory to the other parties, all obligations of the party under this Agreement.

13. Entire Agreement. This Agreement is signed by the parties as a final expression of all of the terms, covenants and conditions of their Agreement and as a complete and exclusive statement of its terms, covenants and conditions, and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

14. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

15. Legislative Approval. The financial obligations of the parties herein are contingent upon the passage and effectiveness of legislation from their respective legislative bodies authorizing the execution of this Agreement and appropriating the funds therefore.

IN TESTIMONY WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CITY OF COLUMBUS

By\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

CITY OF GROVE CITY

By\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_  
Law Director

CITY OF HILLIARD

By \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Law Director

VILLAGE OF HARRISBURG

By \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Law Director

PRAIRIE TOWNSHIP BOARD  
OF TRUSTEES

By \_\_\_\_\_

BROWN TOWNSHIP BOARD  
OF TRUSTEES

By \_\_\_\_\_

PLEASANT TOWNSHIP BOARD

OF TRUSTEES

By\_\_\_\_\_

NORWICH TOWNSHIP BOARD  
OF TRUSTEES

By\_\_\_\_\_

WASHINGTON TOWNSHIP BOARD  
OF TRUSTEES

BY\_\_\_\_\_

FRANKLIN COUNTY

BY\_\_\_\_\_



**FISCAL OFFICER'S CERTIFICATE**

The undersigned, Clerk of \_\_\_\_\_ Township, hereby certifies that the amount required to meet the obligations of the Township during the current fiscal year under the foregoing Agreement have been lawfully appropriated for that purpose, and is in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
Township Clerk