

**Intergovernmental Agreement
Between The Ohio State University and the City of Columbus
Regarding The University District Neighborhood Policing Center**

Whereas, The Ohio State University (hereinafter "University") and the City of Columbus (hereinafter "City") wish to further enhance security in the University District by the construction and operation of a new Neighborhood Policing Center; and

Whereas, a program of building requirements, policing and site location have been jointly developed;

Whereas, as a construction cost estimate of \$3.8 million dollars has now been developed, an intergovernmental agreement will now be entered into which defines the rights and duties of the respective parties; and

The parties agree to the following:

1. The City shall design and construct the University District Neighborhood Policing Center.
2. Total project cost shall not exceed \$3.8 million without mutual agreement by the parties.
3. The parties shall each provide \$1.9 million.
4. The University shall disperse to the City their \$1.9 million dollar share of the capital costs of the project.

With respect to site acquisition costs, the City shall send an invoice and shall be promptly reimbursed.

With respect to construction costs, the University will promptly reimburse the City whenever a construction progress payment is due. The City shall send to the University an invoice as those costs become due. This invoice will include a certified statement by the City stating the amount of cost then due and payable. Attached to the invoice will be the following three (3) items: (A) a copy of the draw request or bill from the architect and/or contractor as to the amount then due and payable for the capital costs, (B) a certification of the architect supervising construction of the project stating that the construction of the project has been substantially completed in accordance with the design plan, if payment is being requested for construction services, and (C) the affidavit(s) required by Ohio Revised Code §4115.07.

5. With respect to ongoing operation costs and maintenance (both internal and external), the University will pay in proportion to their assigned square footage. Moreover, the University will pay 50% of the space assigned to community groups.
6. Any financial obligation imposed upon the City as a result of this agreement is expressly contingent upon certification by the City Auditor that such funds are available and not appropriated for any other purpose and approval by Columbus City Council as required by Section 159 of the Columbus City Charter.

William J. Shkurti
Senior Vice President
For Business and Finance

Mitchell J. Brown
Director of Public Safety
City of Columbus

Joel Taylor, Director of Finance
City of Columbus

The within instrument is hereby approved as to form.

City Attorneys Office

Date