

**CONTRACT BETWEEN THE CITY OF COLUMBUS AND THE BOARD OF FRANKLIN
COUNTY COMMISSIONERS FOR THE PAYMENT OF FUNDS IN SUPPORT OF PERSONNEL
ASSIGNED TO THE EXECUTION OF THE OPIATE ACTION PLAN**

This AGREEMENT IS MADE AND ENTERED INTO this ____ day of ____, 2018, by and between THE CITY OF COLUMBUS (City) and THE BOARD OF FRANKLIN COUNTY COMMISSIONERS (County) for the payment of funds in support of personnel dedicated to executing the recommendations contained within the Opiate Action Plan.

WHEREAS, the ongoing epidemic of opiate abuse and addiction in Central Ohio represents a public health crisis and a threat to neighborhood safety, stability, and welfare; and

WHEREAS, the Opiate Action Plan contains a series of recommendations aimed at reducing, mitigating, and eliminating opiate addiction and abuse; and

WHEREAS, the Opiate Action Plan is supported in part by federal funds, including funding through the 21st Century Cures Act; and

WHEREAS, the City of Columbus and Franklin County, Ohio deem it mutually beneficial to jointly act to execute the of the Opiate Action Plan; and

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Contract Term

The term of this agreement is January 1, 2018 through December 31, 2020. Subsequent terms are contingent upon the mutual agreement of the parties and approval by City Council.

2. Maximum Obligation

The County shall pay to the City the contract funds upon submission of an invoice by the City in support of up to 50% of the salary and fringe benefits for the position identified in Section 3(A). The County will ensure that funding is sufficient to timely pay all approved invoices. The maximum amount to be paid by the County to the City during the term of this Contract shall not exceed \$50,000.00 in any calendar year and shall not exceed \$150,000.00 in total.

3. Scope of Services

In exchange for the monies paid by the County to the City pursuant to this Contract, the City agrees to the following:

- A. The City shall employ within the office of the City Attorney a staff member having the classification of Deputy Chief of Administration. The incumbent within this position shall serve as the executor of the recommendations contained within the Opiate Action Plan.
- B. The City shall report to the County no later than December 31 of each year, beginning in 2018 and ending in 2020, regarding the progress achieved as to the execution of the recommendations contained within the Opiate Action Plan.
- C. The City shall commit sufficient funds necessary to maintain the aforementioned position during the term of the Contract, subject to the availability of resources.

- D. The City will provide a reconciliation of the funds provided by the County and subject to future authorization of City Council, shall reimburse the County in the event the amount paid by the County exceeds 50% of the salary and fringe benefits to the position identified in Section 3(A).

4. Entire Agreement

This contract sets forth the entire agreement between the parties with respect to the subject matter. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, or specifications of this Contract shall be binding on either party without written consent of both parties.

5. Contract Administrator

For the County, LaGrieta Holloway of the Franklin County Commissioners, or her successor, has been designated as the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. LaGrieta Holloway will manage the Contract on behalf of the County and will be the principal point of contact for the County concerning the performance of this contract.

For the City, Christi Plantz, or her successor, has been designated as the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. Christi Plantz will manage the Contract on behalf of the City and will be the principal point of contact for the City of Columbus concerning the performance of this contract.

6. Contract Administration

Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

To the County: LaGrieta Holloway
Franklin County Commissioners
373 South High Street, 26th Floor
Columbus, Ohio 43215

To the City: Christi Plantz
Columbus City Attorney
77 North Front Street
Columbus, Ohio 43215

7. Applicable law, Remedies

This Contract shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

8. Contract Termination

Termination for Default

If either the City or the County violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may

be terminated immediately by written notice from the aggrieved party. This section shall not apply to any failure to perform which results from the willful or negligent acts or omissions of the aggrieved party.

Termination for Convenience

When it is in the best interest of the City or the County, either party may terminate this Contract, in whole or in part, by providing 30 calendar days or other appropriate length of time written notice to the other party prior to the effective date of termination.

9. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the County and approved by the appropriate authorities and/or legislative bodies.

10. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

11. Review of Records

The City shall maintain books, records, documents and other evidence of procedures and practices that sufficiently and properly reflect all work in alignment with the scope of services outlined in this Contract. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying or audit by personnel so authorized by the County's Contract Administrator and/or the City Auditor and state or federal officials so authorized by law, rule, regulation or contract, when applicable.

12. Uncontrollable or Unavoidable Event

Neither party will be liable for failure to perform its obligation hereunder if such failure results from an uncontrollable or unavoidable event, act of God, refusal of any license or consent of any act of any national, federal, state or local government authority of any department, agency or representative thereof, fire, explosion, accident, industrial dispute, act of war, riot, epidemic or other natural disaster or anything beyond either party's reasonable control.

13. Severability

If any term or condition of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract and declared severable.

14. Waiver

Waiver of any breach, term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

15. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year by their respective signatures.

FOR THE CITY:

Zach Klein Date
Columbus City Attorney

[Additional signatures on following page]

FOR THE COUNTY:

Kevin L. Boyce Date
Franklin County Commissioner
President

Marilyn Brown Date
Franklin County Commissioner

John O'Grady Date
Franklin County Commissioner

Approved as to Form:

Assistant Prosecuting Attorney Date