

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OHIO DEPARTMENT OF PUBLIC SAFETY,
EMERGENCY MANAGEMENT AGENCY
AND
THE CITY OF COLUMBUS**

This Memorandum of Understanding ("MOU") is entered into by and between the Ohio Department of Public Safety, Emergency Management Agency ("ODPS") and the City of Columbus (or "the City"), jointly "the Parties," to combine the resources of the State of Ohio and the City of Columbus to properly maintain the flood warning network of precipitation gauges that currently exist in the Columbus – Ohio Local Protection Project, Flood Warning System.

I. Introduction

ODPS has established and implemented a statewide State of Ohio Rain Monitoring System ("STORMS"). The system is used by the State, local governments, and the National Weather Service ("NWS") to provide improved flood forecasting and weather warnings. A major portion of the system is made up of remote precipitation gauge stations.

Attachment A is a current list of all precipitation gauges installed by either the City of Columbus or the Army Corps of Engineers ("C.O.E."), which are part of the Columbus Local Protection Project. ODPS maintains the precipitation gauges listed in Attachment A. The purpose of this MOU is to document the terms and conditions of continuing the Parties' past practice.

II. Duties of ODPS

Under this MOU, ODPS agrees to:

- A. Provide technicians and equipment to conduct maintenance of the precipitation gauges listed in Attachment A as part of STORMS. Each precipitation gauge will be inspected twice each calendar year. As part of this inspection, preventative maintenance will be performed. Any needed corrective maintenance will also be done at this time. ODPS will invoice the City of Columbus for the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) every six (6) months for preventative maintenance performed during such period. Preventative maintenance includes all labor, vehicle mileage, and repair and replacement of parts. For preventative maintenance requiring replacement of any part that costs over Three Hundred Dollars (\$300.00), the City of Columbus may purchase the part directly or reimburse ODPS for the part in accordance with Section III of this MOU.
- B. Provide additional inspections and maintenance operations as requested by the City of Columbus. ODPS will invoice the City of Columbus for the actual costs of each Special Inspection and Maintenance Operation in excess of one regular preventative maintenance visit every six (6) months. Actual cost consists of vehicle miles driven, parts, and labor hours worked. The rate for mileage is Fifty-Two Cents (\$0.52) per mile. The rate for labor is Eighty-One Dollars (\$81.00) per hour. Special Inspections and Maintenance Operations

will be a result of a specific written request by the City of Columbus for inspection and maintenance operations beyond the regular preventative maintenance visit. Such Special Inspections and Maintenance Operations will only be conducted after express approval by the City. The City will contact ODPS through the Ohio Emergency Management Agency's Communications Branch to request Special Inspections and Maintenance Operations.

- C. Repair, or cause to be repaired, any precipitation gauges that are found or reported malfunctioning or non-operational within three (3) business days of an outage being identified by ODPS or reported by the City of Columbus. ODPS will monitor the operational condition and performance of the precipitation gauges using the STORMS wireless monitoring system.
- D. Calibrate the actual precipitation measuring instruments contained within the reporting units annually, and provide all calibration information, notes, analyses, and journals to the City within two (2) weeks of completion.
- E. Provide access for the City to the STORMS internet-based user interface and allow access to the same network to collect data directly from STORMS for all precipitation gauges of interest to the City as listed in Attachment A, and all of the precipitation gauges linked to the network whether or not listed in Attachment A.

The Parties agree that the actual physical replacement of equipment rendered inoperable through fair wear and tear or vandalism, lightning damage, or other means shall not be the responsibility of ODPS. For purposes of this MOU, equipment includes the entire precipitation gauge standpipe assembly and internal sub-units and housing assemblies.

III. Duties of the City of Columbus

Under this MOU, the City of Columbus agrees to:

- A. Reimburse ODPS in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) every six (6) months for preventative maintenance performed during such period. The City further agrees to reimburse ODPS for, or directly purchase and supply, replacement parts that cost over Three Hundred Dollars (\$300.00) for any of the gauges listed in Attachment A. Additional visits associated with the replacement of these reimbursed/directly-provided replacement parts shall be considered Special Inspections and Maintenance Operations and treated as outlined in Section II of this MOU.
- B. Promptly address all ODPS requests for additional payment for Special Inspections and Maintenance Operations visits or the provision of replacement parts.
- C. Notify ODPS of any malfunctioning or non-operational precipitation gauges upon discovery.
- D. Allow ODPS access to the precipitation gauges for purposes of inspections, maintenance, and repairs.

IV. Contact Information for the Parties

Contact information for the Parties to this MOU is set forth below and will be updated by the Parties as needed:

ODPS
Ohio Emergency Management Agency
Communications Branch
2855 West Dublin-Granville Road
Columbus, Ohio 43235-2206
Telephone: 614-799-3645

City of Columbus
Department of Public Utilities
Division of Sewage and Drainage
910 Dublin Road
Columbus, Ohio 43215-9053
Telephone 614-645-6141

V. Self-Insurance and Liability

It is understood that the Parties to this MOU are both self-insured. Nothing in this MOU shall be construed as an assumption of liability by one Party for the other arising out of the activities described in this MOU. Each Party will be responsible for its own acts and/or omissions and those of its agents, officers, and employees according to applicable law. In no event shall either Party be liable to the other Party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

VI. Force Majeure

If a Party is unable to perform any part of its obligations under this MOU by reason of force majeure, such Party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. To the extent possible, the Party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this MOU. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, or any other severe weather; explosions; restraint of government and people; war; strikes; and other like events or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the Party.

VII. Effective Date; Renewal; Termination

This MOU is effective upon the date of last execution by the Parties and shall remain in effect for two (2) years. The Parties, upon mutual, written agreement, may renew this MOU in two (2) year increments. Either Party may terminate this MOU upon ninety (90) days prior written notice to the other Party.

Ohio Department of Public Safety

City of Columbus

Signature: DA Wilson 11/24/25

D. Andrew Wilson, Director
Ohio Department of Public Safety

Date: 11/24/25

Signature: Sima S. Merick

Sima S. Merick, Executive Director
Ohio Emergency Management Agency

Date: 11/24/25

Signature: Kristen Atha

Printed Name: Kristen Atha
Title: Director of Public Utilities

Date: 11/21/2025

Signature: _____

Printed Name: _____
Title: _____

Date: _____