

## CONTRACT

by and between

**The City of Columbus, Ohio and The County of Franklin, Ohio**

This Contract is entered into by and between the City of Columbus, Ohio ("City"), pursuant to Columbus City Council Ordinance Number \_\_\_\_\_, and the Board of Commissioners of Franklin County, Ohio ("County"), pursuant to Franklin County Resolution Number \_\_\_\_\_, in order to provide for amendments to existing agreements between the parties dealing with the provision of water and sewer services within Franklin County. The City and County shall hereinafter be referred to collectively as the "Parties".

### Witnesseth:

WHEREAS, The Parties have engaged in negotiations to address longstanding issues relating to the provision of surplus sewer and water services to areas of the County currently not within the corporate boundaries of the City; and

WHEREAS, These discussions of extraterritorial services have involved issues relating to the health, safety, and welfare of the citizens of the City and the County, including environmental and public health concerns, promoting economic development and orderly growth, cost-effective and efficient provision of services, tax base growth and annexation; and

WHEREAS, This agreement is the result of ongoing dialogue between the City and County in furtherance of addressing these issues through intergovernmental cooperation;

NOW, THEREFORE, in consideration of the premises, and the mutual promises, covenants and conditions contained herein, the parties agree as follows:

- A. The Parties agree that they will enter into a standard full service agreement for water service for the Rickenbacker service area, as defined in the Contract Between the City of Columbus, Ohio and the Board of County Commissioners of Franklin County, Ohio for Rickenbacker/Lockbourne Service Area, dated October 31, 1991, replacing the current master meter contract. This agreement shall be executed by the parties on or before March 31, 2011, and shall be in the form substantially similar to the one attached as Exhibit A, hereto.

- B. The Parties agree that City water service will be provided to two residential subdivisions located in the County: Mon-E-Bak Farms Subdivision, consisting of 168 residential units, and Leonard Park, consisting of 177 residential units, as those areas are identified in Exhibit B and Exhibit C, attached hereto. All costs associated with this extension of water service will be the responsibility of the County and/or the property owners, with the property owners becoming County customers upon connection. The County will be permitted to add a surcharge to the water and sewer billing to provide for appropriate maintenance and capital cost recovery of the utilities. No annexation to the City will be required as a condition of accessing City water service for the properties in these two residential subdivisions unless the property is redeveloped and the use of the property changes from residential to commercial, in which case annexation will be required as a condition of continuation of City water service. The agreements implementing this commitment shall be completed on or before March 31, 2011, and shall be in a form substantially similar to the agreement attached hereto as Exhibit D.
- C. The Parties agree to establish a working group comprised of City and County personnel for the purpose of establishing a new policy related to the provision of City water service and annexation relating to the 23 areas the County identified in the list attached hereto as Exhibit E. The working group will review these areas, which represent residential areas where public health is an issue and where future commercial development is not likely, and make a recommendation to the City and County, with a deadline of establishing a new policy on or before June 30, 2011. Any resulting policy shall include the following provisions: 1) that all costs associated with this extension of water service will be the responsibility of the County and/or the property owners, with the property owners becoming County customers upon connection; 2) that no annexation to the City will be required as a condition of accessing City water service for the properties in these residential subdivisions unless the property is redeveloped and the use of the property changes from residential to commercial, in which case annexation will be required as a condition of continuation of City water service; and 3) the County will be permitted to add a surcharge to the water and sewer billing to provide for appropriate maintenance of the utilities.
- D. The Parties agree to amend the existing Rickenbacker Sewer Service Contract between the City, County, Rickenbacker Port Authority and Village of Lockbourne to provide for the City's assumption of all responsibilities of the County with respect to the Rickenbacker service area. This amendment shall be completed on or before June 30, 2011.

- E. That the existing Agreement Between the City of Columbus, Ohio and the Board of County Commissioners of Franklin County, Ohio for Sewage Disposal From the Franklin County Sewer District Contract Areas, dated August 25, 2003, is hereby amended by redrawing the district boundary as reflected in Exhibit 9-1 and Exhibit 9-2, attached hereto, which hereby replace the Exhibits 9-1 and 9-2 contained in the Agreement dated August 25, 2003. This amendment shall be effective upon execution of this Contract by the Parties.
- F. It is mutually understood and intended by the City and the County that their respective commitments set forth in this Contract are legally binding and enforceable in accordance with Ohio law, notwithstanding the fact that the parties expressly contemplate that they will be required to enter into formal amendments to existing agreements and/or new agreements in order to effectuate their respective commitments.
- G. Either party may bring an action in a court of competent jurisdiction to enforce the obligations contained in paragraph A through F, inclusive.
- H. This Contract sets forth the entire agreement between the Parties with respect to the subject matter hereof, and no other terms, conditions or contingencies shall be binding on either party without the written consent of both the City and the County.
- I. In the event a claim is made against either, or both parties, as a result of this Contract, both parties agree to mutually undertake the defense of themselves and each other and to participate in the defense of such claims and to work cooperatively in such defense. Such cooperation shall include, but is not limited to, sharing of resources and exchanging information and ideas deemed essential for the development of common strategies, both offensive and defensive or negotiation related. The parties shall take all steps necessary to ensure that all privileged communications and work product are fully protected at all times.

CITY OF COLUMBUS, OHIO

By: \_\_\_\_\_  
Tanya Arsh, Public Utilities Director

Date: \_\_\_\_\_

COUNTY OF FRANKLIN, OHIO

By: \_\_\_\_\_  
John O'Grady, Commissioner

\_\_\_\_\_  
Paula Brooks, Commissioner

\_\_\_\_\_  
Marilyn Brown, Commissioner

Date: \_\_\_\_\_

Approved as to form:

Columbus City Attorney

\_\_\_\_\_

Franklin County Prosecuting Attorney

\_\_\_\_\_