INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLUMBUS AND FRANKLIN COUNTY, OHIO

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Franklin County Board of Commissioners (hereinafter referred to as the "County") and the City of Columbus hereinafter referred to as the "City").

WHEREAS, the County receives Wireless 9-1-1 Government Assistance funds from the Public Utilities Commission of Ohio; and

WHEREAS, the City is the recipient of 9-1-1 funds as approved by a resolution of the 9-1-1 Planning Committee on December 7, 2016; and

WHEREAS, the County and the City desire to enter into this Agreement to provide for the distribution of the 9-1-1 funds in order for the City to expeditiously acquire and pay for permissible wireless 9-1-1 expenditures as outlined in R. C. 128.57; and

WHEREAS, Revised Code §307.15 provides the requisite authority for the parties to enter into this Agreement and perform their respective obligations; and

WHEREAS, this Contract has been authorized by Resolution No. ________ of the Franklin County Board of Commissioners and Ordinance No. ___________, passed ________ day of _______________, 2017, by the City of ________________.

NOW THEREFORE, in consideration of the premises and the mutual promises covenants and conditions contained herein, the parties hereto agree to the following:

1. Franklin County shall disburse monies received from Ohio's 9-1-1 government assistance fund pursuant to the December 7, 2016 resolution of the Franklin County 9-1-1 Governing Board. The resolution and dollar amounts are attached hereto as Exhibit A and incorporated herein by this reference.

2. The City covenants and agrees that in the utilization of the 9-1-1 wireless funds that it shall comport with any and all rules, regulations, and laws as required by the State of Ohio.

3. The County shall process payment directly to City on a monthly basis.

4. The parties agree that the City shall be the sole owner of any and all equipment and/or software purchased by the City with funds disbursed pursuant to this Agreement.

5. With respect to 9-1-1 funds disbursed to the City, in the event that an authorized governmental agency or its agent having responsibility for conducting an audit

disallows certain costs and requires that a refund be issued, the City shall be responsible for providing the refund amount in full.

6. This contract is subject to amendments, modifications, or alterations anytime, provided such amendments, modifications, or alterations are agreed upon in their entirety by all parties hereto, and executed in accordance with applicable provisions of the Ohio Revised Code.

7. This contract shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this agreement this _____ day of ________________, 2017.

____
John O'Grady, President

____
Ned Pettus Jr., Director
Department of Public Safety

____
Marilyn Brown, Commissioner

____
Kevin Boyce, Commissioner

Approved as to Form:

____
By: Asst. Prosecuting Attorney

Approved as to Form:

____
By: City Attorney's Office

EXHIBIT I

Forecast for Wireless 9-1-1 Disbursements for 2017

(PSAP Distribution Based on Combination of Wireless Calls Received and Estimated Population Served)

	Plan A		Plan B		Plan C		Plan D	
AVAILABLE CASH								
Estimated Receipts	$	2,492,425	$	2,492,425	$	2,492,425	$	2,492,425
Available Cash	**$**	**2,492,425**	**$**	**2,492,425**	**$**	**2,492,425**	**$**	**2,492,425**
EXPENSES								
County Expenses								
Wireless Call Trunks	$	30,000	$	30,000	$	30,000	$	30,000
Wireless Tariff Charges	$	102,000	$	102,000	$	102,000	$	102,000
Wireless 9-1-1 Coordinator	$	50,000	$	50,000	$	50,000	$	50,000
Mapping Database Maintenance	$	50,000	$	50,000	$	50,000	$	50,000
Columbus - Communication System Specialist	$	-	$	100,000	$	100,000	$	-
Subtotal - County Expenses	**$**	**232,000**	**$**	**332,000**	**$**	**332,000**	**$**	**232,000**
Reserves								
Reserve for Countywide NextGen Upgrade	$	-	$	-	$	-	$	-
Contingency Reserve	$	120,000	$	120,000	$	-	$	120,000
Subtotal - Reserves	**$**	**120,000**	**$**	**120,000**	**$**	**-**	**$**	**120,000**
PSAP Disbursements*								
Columbus (74.2%)	$	1,480,975	$	1,396,369	$	1,497,897	$	1,499,257
Dublin (6.3%)	$	130,000	$	130,000	$	130,000	$	130,000
Franklin County Sheriff (13.5%)	$	269,450	$	254,056	$	272,528	$	254,582
Grove City (3.1%)	$	130,000	$	130,000	$	130,000	$	126,586
Westerville (2.9%)	$	130,000	$	130,000	$	130,000	$	130,000
Subtotal - PSAP Disbursements	**$**	**2,140,425**	**$**	**2,040,425**	**$**	**2,160,425**	**$**	**2,140,425**
TOTAL EXPENSES	**$**	**2,492,425**	**$**	**2,492,425**	**$**	**2,492,425**	**$**	**2,492,425**

Plan A - Current Formula with Updated Percentages

Plan B - Communication System Specialist for City of Columbus allocated to countywide expenses

Plan C - Communication System Specialist for City of Columbus allocated to countywide expenses with no contingency reserve

(Approved Plan) D - Communication System Specialist for City of Columbus paid proportionally among Columbus, Franklin County, and Grove City based on proportion of updated percentage.

*Minimum disbursement of $130,000.
No maximum disbursement.

Prepared by: Franklin County Office of Management Budget

Draft Date: November 10, 2017