

Law Enforcement

State Homeland Security Grant Program

FY 2011

Ohio Region Four

October 21, 2013

Crawford County
 Delaware County
 Fairfield County
 Fayette County
 Franklin County
 Hardin County
 Knox County
 Licking County
 Logan County
 Madison County
 Marion County
 Morrow County
 Pickaway County
 Union County
 Wyandot County

Chief Kim Jacobs
 Columbus Division of Police
 120 Marconi Blvd.
 Columbus, Ohio 43215

Project Approval - Application # 2011-LE SHSG- CTU & EOC

Final approval for this project is being sought from the DHS Office of Grants and Training and the Ohio Emergency Management Agency. This regional project was recommended by the Region Four Law Enforcement Terrorism Prevention Program (LETPP) Advisory Committee. Your project is being administered by the Office of Homeland Security & Justice Programs under the FY 2011 Law Enforcement State Homeland Security Grant Program (LE SHSGP). The details of this project are as follows:

Recommended Equipment Item(s)	Quantity	Approved Unit Cost	Approved Total
Homesteade Trailer	1	\$5,524.00	\$5,524.00
Pace America Trailer	1	\$4,824.00	\$4,824.00
EZGO Express L6 Utility Vehicle	2	\$10,891.13	\$21,782.26
Polaris Utility Vehicle	1	\$14,295.00	\$14,295.00
CTU Analyst Computer	1	\$2,008.00	\$2,008.00
Astro Digital APX 6000 Radio	1	\$5,098.00	\$5,098.00
K-log workstation	6	\$551.00	\$3,306.00
Crowd Control Barricade Trailers	2	\$9,000.00	\$18,000.00
F350 4X2 Pick Up	1	\$23,740.00	\$23,740.00
EOC Dispatcher Console Upgrades:			
Computer Monitors	4	\$220.00	\$880.00
Desktop Computer	1	\$1,200.00	\$1,200.00
800 MHz Radio Base Station	1	\$6,000.00	\$6,000.00
Computer Tables	6	\$600.00	\$3,600.00
Hardware and wiring			\$1,000.00
Total			\$111,257.26

Award Amount: \$111,257.26
 Project Start Date: October 15, 2013
 Project Completion Date: March 31, 2014
 Funding Source: FY 11 LE SHSGP
 Required Reporting: Project Performance Report—Quarterly
 Federal Equipment Inventory

Sincerely,
 Melissa Pierson
 Grants Administrator
 (614)- 525-5563
 mspierson@franklincountyohio.gov

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Franklin County Board of Commissioners and **City of Columbus, Ohio**.

WHEREAS, Franklin County is responsible for the administration of the Law Enforcement State Homeland Security Grant Program (LESHSGP) grant funds from the Federal government, through the state of Ohio; and

WHEREAS, the Region 4 Ohio Homeland Security Law Enforcement Advisory Committee recommends a sub-contract award be issued to the **City of Columbus** for LESHSGP funds, as more fully described below; and

WHEREAS, Franklin County and **City of Columbus** desire to enter into this Agreement to provide for the administration of a sub-contract in order to expeditiously acquire and pay for the services and equipment sought to be obtained pursuant to the sub-contract award; 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 _____, **2013, by City of Columbus.**

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

1. Final approval for the **City of Columbus'** requested FY11 Law Enforcement State Homeland Security Grant Program Funds has been requested from the Office of Domestic Preparedness and the Ohio Emergency Management Agency. The project descriptions (the "Project") and dollar amounts are listed in the Project Approvals, attached hereto as Exhibit A and incorporated herein by this reference.

Franklin County shall be responsible for monitoring **City of Columbus'** compliance with this agreement.

2. **City of Columbus** will procure all equipment and/or services specified in the Project Awards in a timely manner. **City of Columbus** covenants and agrees that it will utilize any and all competitive selection processes as required by state

law or its Charter and Ordinances. Prior to the payment of funds, **City of Columbus** shall submit a signed and completed procurement form.

3. Upon receipt and acceptance of the equipment and/or services, **City of Columbus** shall forward the invoice and a completed Federal equipment inventory to Franklin County, to the attention of the Director of the Franklin County Office of Homeland Security & Justice Programs for payment. Franklin County shall process payment directly to vendor.
4. The parties agree that **City of Columbus** shall be the sole owner of any and all equipment purchased pursuant to this Agreement, and shall be solely responsible for requisite maintenance, insurance and upkeep. Franklin County shall have no obligation or responsibility for any maintenance of the equipment subject to this Agreement. Franklin County reserves the right to remove the equipment from the recipient jurisdiction if equipment is not used for purposes as intended and approved by the Region 4 LE SHSGP Advisory Committee and/or recipient fails to maintain said equipment or share equipment with regional partners when not in use by recipient jurisdiction.
5. This agreement shall commence October 1, 2013 and shall terminate by March 31, 2014 unless extended by a mutual agreement of the parties.
6. The application for this Sub-contract submitted by **City of Columbus** to the Franklin County Office of Homeland Security & Justice Programs, and the Sub-contract Award, is incorporated into this agreement by reference.
7. **City of Columbus** hereby agrees to provide the services and achieve the objectives described in the submitted application, and to adhere to all Standard Federal Subgrant Conditions and Special Conditions of the Sub-contract Awards. Further, **City of Columbus** agrees to comply with the Franklin County Office of Homeland Security & Justice Programs Law Enforcement State Homeland Security Grant Program Award Terms and Conditions.
8. Payments made by Franklin County to the Vendor shall be made according to procedures stipulated by the Sub-contract Conditions, Standard Federal Subgrant Conditions and Special Conditions of the Sub-contract Award.
9. **City of Columbus** shall allow access to any books, documents, papers, and records that are pertinent to the Sub-contracts received, for the purposes of audit, evaluation or examination, to the following entities:
 1. Franklin County Office of Homeland Security & Justice Programs
 2. U.S. Department of Homeland Security
 3. Comptroller General of the United States
 4. Auditor of State of Ohio
 5. Franklin County Auditor

6. Ohio Department of Public Safety, Emergency Management Agency
7. Any other entity entitled by applicable law

Records must be retained for a period of three (3) years following the final program termination date in accordance with Chapter 12 (Retention and Access Requirement for Records) of the Standard Federal Subgrant Conditions of the Subgrant Award. If any action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action or until the end of the three year period, whichever is later. Sub-contractor must also receive prior written approval from the Office of Homeland Security & Justice Programs prior to the disposal of any Sub-contract records, documents, or files.

10. Either party may cancel completely the obligations delineated in this agreement by giving the other party thirty (30) days written notice.
11. Upon breach of this agreement, the aggrieved party may terminate this agreement by giving thirty (30) days written notice to the breaching party.
12. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on March 31, 2014, unless the Sub-contract period is changed and approved by a Sub-contract Adjustment Notice. Any request for a contract extension must be made in writing by **City of Columbus** to the Office of Homeland Security & Justice Programs at least thirty (30) days prior to the termination date.
13. 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.
14. 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.
15. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Sub-contract disallows certain costs and requires that a refund be issued, **City of Columbus** shall be responsible for providing the refund amount in full.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to
this agreement this day _____, 2013.
(to be completed by the Franklin County Clerk upon approval by the Franklin County Board of Commissioners)

Paula Brooks
Franklin County Commissioner

Michael B. Coleman, Mayor
City of Columbus

Marilyn Brown
Franklin County Commissioner

John O'Grady, President
Franklin County Commissioner

Approved as to form:
Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

By: _____

Date: _____

**FRANKLIN COUNTY OFFICE
OF HOMELAND SECURITY
&
JUSTICE PROGRAMS
FY 2011 Law Enforcement State Homeland Security Grant (LE SHSGP)
SUBCONTRACT AWARD \$111,257.26**

SUB-CONTRACTOR: City of Columbus

PROJECT PERIOD: 10/15/13 – 3/31/14

GRANT NUMBER: 2011-LE SHSGP-CTU & EOC

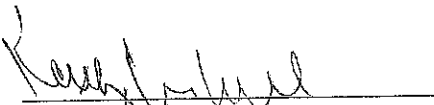
AWARD DATE: October 15, 2013

PROJECT TITLE: CTU and EOC Equipment

In accordance with the provisions of the Law Enforcement State Homeland Security Grant Program as established on October 1, 2003 through the Department of Homeland Security Appropriations Act FY 2004. The Franklin County Board of Commissioners, as the duly authorized County Agent and the Columbus City Mayor, as the duly authorized City Agent hereby approve this award as complying with allowable programs that meet the intent of the Act..

This Subcontract Award is for the project as set forth in the final application submitted which is hereby incorporated by grant reference number herein and which project is associated with a goal(s) specified in the State of Ohio Homeland Security Strategy, and within the purposes and categories authorized by the Office of Grants and Training, Department of Homeland Security.

This Subcontract shall become effective as of the award date, for the period indicated, upon return to the Franklin County Office of Homeland Security and Justice Programs of the award copy executed on behalf of the Subcontractee in the space provided.


Kathy Crandall
Franklin County, POC

On behalf of the city of Columbus, this Law Enforcement State Homeland Security Grant Subcontract Award is hereby accepted and the stated project will be performed to the specifications of the submitted project description with a cost not to exceed the awarded amount. Required fiscal and programmatic progress reporting will be submitted on a quarterly basis as required.

Signature of Authorized Official

Michael B. Coleman, Mayor

Name, Title of Official and Date