

INTERGOVERNMENTAL AGREEMENT

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 is responsible for the administration of the State Homeland Security grant funds from the Federal government, through the state of Ohio; and

WHEREAS, the City is the recipient of a sub-grant award from Franklin County Emergency Management and Homeland Security for SHSP funds, as more fully described below; and

WHEREAS, the County and the City desire to enter into this Agreement to provide for the administration of those sub-grant awards in order to expeditiously acquire and pay for the services and equipment sought to be obtained pursuant to the sub-grant award; and

WHEREAS, Revised Code § 307.15 provides the requisite authority for the parties to enter into this Agreement and perform the 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 _____, 2015, by the 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's requested FY14 State Homeland Security Grant Funds has been received from the Office of Domestic Preparedness and the Ohio Emergency Management Agency. The project description (the "Project") and dollar amounts are listed in the Project Approval, attached hereto as Exhibit A and incorporated herein by this reference.

The County shall be responsible for monitoring the City's compliance with this agreement.

2. The City will procure the equipment and/or services specified in the Project award in a timely manner. The City 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 Franklin County Emergency Management and Homeland

Security opening a purchase order to acquire the equipment and/or services, the City shall submit a signed and completed procurement form.

3. Upon receipt and acceptance of the equipment and/or services, the City shall forward a completed Federal equipment inventory to the County, to the attention of the Director of Franklin County Emergency Management and Homeland Security for payment. The County shall process payment directly to vendor.
4. The parties agree that the City 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. County shall have no obligation or responsibility for any maintenance of the equipment subject to this Agreement.
5. This agreement shall commence December 1, 2014 and shall terminate on January 29, 2016 unless extended by a mutual agreement of the parties.
6. The application for this Sub-grant submitted by the City to Franklin County Emergency Management and Homeland Security, and the Sub-grant Award, are incorporated into this agreement by reference.
7. The City hereby agrees to provide the services and achieve the objectives described in the attached application, and to adhere to all Standard Federal Sub-grant Conditions and Special Conditions of the Sub-grant Award. Further, the City agrees to comply with Franklin County Emergency Management and Homeland Security State Homeland Security Grant's FY 2014 Award Terms and Conditions.
8. Payments made by the County to the Vendor shall be made according to procedures stipulated by the Sub-grant Conditions, Standard Federal Sub-grant Conditions, and special Conditions of the Sub-grant Award.
9. The City shall allow access to any books, documents, papers, and records that are pertinent to the Sub-grant received, for the purposes of audit, evaluation, or examination, to the following entities:
 1. Franklin County Emergency Management and Homeland Security
 2. Dept. 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 Sub-grant Conditions of the Sub-grant 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. Implementing Agency must also receive prior written approval from Franklin County Emergency Management and Homeland Security and the Franklin County Records Commission prior to the disposal of any Sub-grant records, documents, or files.

11. Either party may cancel completely the obligations delineated in this agreement by giving the other party thirty (30) days written notice.
12. Upon breach of this agreement, the aggrieved party may terminate this agreement by giving thirty (30) days written notice to the breaching party.
13. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on January 29, 2016, unless the Sub-grant period is changed and approved by a Sub-grant Adjustment Notice. Any request for a contract extension must be made in writing by the City to the Franklin County Emergency Management and Homeland Security at least sixty (60) days prior to the termination date.
14. 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.
15. 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.
16. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Sub-grant disallows certain costs and requires that a refund be issued, the City 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 of _____, 2015.

Fr. Co. Board of Commissioners

Michael B. Coleman
Mayor, City of Columbus

Fr. Co. Board of Commissioners

Fr. Co. Board of Commissioners

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

By _____
Assistant Prosecuting Attorney

Date

State Homeland Security Grant Program



Columbus Urban Area December 1, 2014

City of Bexley
 City of Columbus
 City of Dublin
 City of Grandview Hts.
 Grove City
 City of Gahanna
 City of Hilliard
 City of Reynoldsburg
 City of Upper Arlington
 City of Westerville
 City of Whitehall
 City of Worthington
 Village of Brice
 Village of Canal Winchester
 Village of Groveport
 Village of Harrisburg
 Village of Lockbourne
 Village of Marble Cliff
 Village of Minerva Park
 Village of New Albany
 Village of Obetz
 Village of Urbancrest
 Village of Valleyview
 Blendon Township
 Brown Township
 Clinton Township
 Franklin Township
 Hamilton Township
 Jackson Township
 Jefferson Township
 Madison Township
 Mifflin Township
 Norwich Township
 Perry Township
 Plain Township
 Pleasant Township
 Prairie Township
 Sharon Township
 Truro Township
 Washington Township
 Franklin County

Mr. Dan Giangardella
 City of Columbus
 Public Safety Building
 77 North Front Street
 Columbus, Ohio 43215

Project Approvals: Tactical LE Robot; Bomb Squad PPE Equipment; Bomb Squad Response Robot; BOZ Robot Upgrade; TEWG Response Vehicles; PPE Sustainment; Biological Detection Sustainment; First Responder Antibiotic Cache
Grant Award Numbers - 55884; 55885; 55886; 55887; 55891; 55893; 55894; 55895

Final approval for these projects have been received from the DHS Office of Grants and Training and the Ohio EMA.

Your projects are being administered by Franklin County Emergency Management & Homeland Security under the FY 2014 State Homeland Security Program. The details of this project are as follows:

<u>Approved Equipment Item(s)</u>	<u>Quantity</u>	<u>Approved Unit Cost</u>	<u>Approved Total</u>
Columbus Division of Police			
SWAT Tactical Law Enforcement Robot	1	\$ 14,100.00	\$ 14,100.00
Columbus Fire Bomb Squad Response			
Personal Protective Equipment (PPE)	36	\$ 2,378.47	\$ 85,625.00
Columbus Fire Bomb Squad BOZ Robot			
Upgrade	1	\$ 62,280.00	\$ 62,280.00
Columbus Fire Bomb Squad Bomb Squad			
Response Robot	1	\$222,828.00	\$ 222,828.00
Columbus Fire HazMat 4 PPE Sustainment	24	\$ 1,637.00	\$ 39,288.00
Columbus Fire HazMat 4 Biological			
Detection Sustainment	1	\$ 16,098.00	\$ 16,098.00
Columbus Police/Terrorism Early Warning			
Group Response Vehicles	2	\$ 50,000.00	\$ 100,000.00
Columbus Public Health First Responder			
Antibiotic Cache	1	\$100,000.00	\$ 100,000.00
		Total	\$ 640,219.00

Award Amount: \$640,219.00
 Project Start Date: December 1, 2014
 Project Completion Date: January 29, 2016
 Funding Source: FY 14 SHSP

Billing and Ordering Process (Please review in detail.)

Please read the attachments and enclosed materials carefully and return the required forms as soon as possible to expedite these projects.

Sincerely,
 Pamela Tickle, Manager Training/Grants
 (614) 794-0213

IMPORTANT — please make sure to review this document in detail and maintain within your grant file for reference and direction regarding the administration of your State Homeland Security Program (SHSP) project.

THE FOLLOWING AWARD DOCUMENT FORMS MUST BE SUBMITTED TO FRANKLIN COUNTY EMERGENCY MANAGEMENT AND HOMELAND SECURITY PRIOR TO PROJECT IMPLEMENTATION:

Award Processing:

1. Recipient agency must return the Green Award Document, the Green Project Award Terms and Conditions document, and the attached conditions and assurances signed by the Chief Executive Official. Agency shall maintain the White signed copies and are encouraged to make copies of all assurance and conditions signed and returned to FCEM&HS. A copy of all signed documents should be retained in the project grant file.
2. Political sub-divisions must submit the **Inter-governmental Agreement** (sample enclosed) signed by the Chief Executive Official.
3. Non-profits must submit the Contract for Services signed by the Chief Executive Official.

Equipment Procurement, Ordering and Billing:

1. Political sub-divisions shall follow their own local procurement rules. In the absence of local procurement rules, Franklin County procurement rules must be followed.
2. Once a vendor for services has been selected, the recipient agency is required to submit a signed **Procurement Process Verification** (enclosed) with an attached updated quote for the approved equipment to be purchased.
3. For contracts exceeding ten thousand dollars (\$10,000), the recipient agency is required to secure from the vendor a **certification of compliance regarding ORC 3517.13** (enclosed). Certification must be submitted with the procurement form. Because Franklin County is the sub-grantee, compliance with ORC 3517.13 is based upon the vendor's relationship with Franklin County and not the grant recipient's local jurisdiction.
4. If using the sole source procurement method, the sole source justification form from the Ohio Emergency Management Agency will also need to be completed and returned for approval (enclosed).
5. Ohio EMA pre-approval required if project costs exceed the simplified acquisition or small purchase threshold amount of \$100,000
6. FCEM&HS will provide recipient with a purchase order number upon receipt of all required forms including the Procurement Process Verification and ORC 3517.13 certification.
7. Upon receipt of the Purchase Order (P.O.) number, FCEM&HS shall be responsible for ordering the approved equipment
8. Order forms shall include the following:

SHSP Grant Number

Invoice Detail: Franklin County Emergency Management and Homeland Security
5300 Strawberry Farms Boulevard
Columbus, Ohio 43230

Shipping Detail: Recipient Agency address

Receipt of Equipment:

1. Upon receipt of equipment, the **Federal Equipment Inventory** (enclosed) must be completed and a copy forwarded to Franklin County Emergency Management & Homeland Security.
2. The implementing agency will be responsible for annually updating and submitting the Federal Equipment Inventory to Franklin County Emergency Management & Homeland Security by January 30th of each succeeding year following the project period. Inventory must include any SHSP purchased equipment with a unit value exceeding \$5,000.00.
3. A representative from FCEM&HS will contact your agency to schedule a site visit to verify receipt of equipment and implementation.
4. Recipient is responsible for submitting **quarterly programmatic reports** (enclosed) detailing project progress, procurement or implementation barriers, highlights, etc. through completion of project.



**FRANKLIN COUNTY EMERGENCY MANAGEMENT
AND HOMELAND SECURITY
FY 2014 STATE HOMELAND SECURITY PROGRAM (SHSP)


SUBGRANT AWARD \$640,219.00**

SUB-CONTRACTOR: City of Columbus	PROJECT PERIOD: 12/01/14 – 01/29/16
GRANT NUMBERS: 55884; 55885; 55886; 55887; 55891; 55893; 55894; 55895	AWARD DATE: December 01, 2014

In accordance with the provisions of the Department of Homeland Security Appropriations Act FY 2014. 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 State Homeland Security Program.

This Subcontract Award is for the projects as set forth in the final applications submitted which is hereby incorporated by grant reference numbers herein and which projects are authorized by the Office of Grants and Training, Department of Homeland Security.

This Subgrant shall become effective as of the award date, for the period indicated, upon return to Franklin County Emergency Management & Homeland Security of the award copy executed on behalf of the Subgrantee in the space provided.



Michael R Pannell
FCEM&HS, Director

On behalf of the political subdivision of _____, this State Homeland Security Program 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

Name, Title of Official and Date

**FRANKLIN COUNTY EMERGENCY MANAGEMENT AND HOMELAND SECURITY
STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) - C.F.D.A. No. 97.067**

Awarding Federal Agency: U.S. Dept of Homeland Security/Awarding State Agency: Ohio Emergency Management Agency/Awarding
Local Agency: Franklin County Emergency Management & Homeland Security

FY 2014 Project Award Terms and Conditions

- Recipient agrees to comply with 44 CFR Part 13 and Part 7 Administrative Requirements as applicable to Local and State Governments. Institutions of Higher Education, Hospitals and other Non-Profit Organizations shall adhere to the Administrative Requirements of 2 CFR part 215. Recipient agrees to comply with applicable Cost Principals as applicable to their form of government or organization: State and Local Governments (2 CFR Part 225), Educational Institutions (2 CFR Part 220) and Non-Profit Organizations (2 CFR Part 230). CFR Titles 2 and 44 are available online. (<http://ecfr.gpoaccess.gov>) Contracts with Commercial Organizations must comply with Federal Acquisition Regulation Sub-part 31.2. (www.arnet.gov/far/current/html/Subpart%2031_2.html) and Executive Order 13166 (<http://www.lep.gov/13166/eo13166.html>)
- Recipient agrees to comply with Office of Management and Budget (OMB) Circulars A-87, A-102, and A-133, as applicable as well as Circulars A-21 and A-122 for grants to non-profits. (www.whitehouse.gov/omb/circulars)
- In accordance with the requirements of 44 CFR; 44 CFR Part 13.36; FC EM&HS requires sub-grantees seeking to make a purchase or other procurement exceeding \$100,000 must coordinate pre-approval of the procurement with FC EM&HS and Ohio EMA.
- Sub-grantees must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down grant funds. Any project with the potential to impact natural resources or historic properties must complete and EHP and cannot be initiated until FEMA, through FC EM&HS and Ohio EMA, has completed the required FEMA EHP review and approved. Sub-grantees that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds.
- Recipient agrees, to the extent permissible by applicable law, to be responsible for any and all liabilities or claims caused by or resulting from Recipient's completion of the Project under this Notice of Award & Grant Agreement. Nothing in this Notice of Award & Grant Agreement shall be construed as an assumption of liability by either Ohio EMA, the Department of Public Safety, the Department of Homeland Security, or the Franklin County Emergency Management & Homeland Security.
- In the event Recipient fails to utilize these funds for the purposes set forth & in accordance with applicable law & regulation, Recipient shall be in default. In such event, Sub-Grantor may (a) withhold further payment of funds to Recipient and/or (b) require Recipient to reimburse all or any portion of funds and/or (c) relinquish purchased equipment and/or (d) terminate the Notice of Award & Grant Agreement.
- In the event the Executive Director of Ohio EMA or the Director of Budget & Management determine that funds are not appropriated or otherwise available to support continuation of this subcontract, the subcontract shall be canceled. A determination of unavailability of funds shall be final and conclusive.
- Recipient may appeal any decision of Sub-Contractor under this Notice of Award & Contract Agreement to the Franklin County Emergency Management & Homeland Security.
- Sub-contractee shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods shall be separately identified and maintained. Sub-contractor shall make such materials available at all reasonable times during this period for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General. Sub-contractor shall maintain all accounting records and supporting documents, papers and other evidence of this project for a period of at least three (3) years after the completion of this project and termination of the Notice of Award & Grant Agreement.
- Amendment or modification of their Notice of Award & Contract Agreement shall be made in writing, signed by the parties, & shall specify the changes & justification therefore.
- Recipients that expend \$500,000 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards & OMB Circular A-133.
- This Notice of Award & Contract Agreement, all rights, duties and/or obligations described herein may be assigned or sub-contracted by Recipient without prior consent of Sub-Contractor. Any assignment or sub-contract shall be subject to all the terms & conditions set forth herein. Recipient shall insure that all provisions are included in any assignment or sub-contract document.
- Notice of Award/ Contract Agreement and documents referred to herein constitute the complete understanding of the parties with respect to the subject of this Notice of Award/Contract Agreement. Whenever possible, each provision of this Notice of Award/Contract Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. To the extent any provision is determined to be invalid the remainder of the Notice of Award & Contract Agreement will not be invalid.
- **Once equipment has been received by the implementing agency, a Federal Equipment Inventory must be completed and submitted to Franklin County Emergency Management & Homeland Security.**
- **The implementing agency will be responsible for annually updating and submitting the Federal Equipment Inventory to Franklin County Emergency Management & Homeland Security by January 30th of each succeeding year following the project period. Requirement applies to equipment items with a unit value of \$5,000 or more.**
- **If applicable, equipment received through the State Homeland Security Grant Program must be included on your Schedule Award of Federal Expenditures.**

Signature of Authorized Official

Printed Name and Title of Official

Date

Jurisdiction

EMW-2014-SS-00101-S01
Federal Grant Number