

The State of Ohio

County of Franklin

**Interlocal Agreement
Between the City of Columbus, Ohio and the County of Franklin, Ohio**

2005 Byrne Justice Assistance Grant (JAG) Program Award

This Agreement is made and entered into this ____ day of _____, 2005, by and between the COUNTY of Franklin, acting by and through its governing body, the Board of Commissioners, herein referred to as COUNTY, and the CITY of Columbus, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Franklin County, State of Ohio, witnesseth:

WHEREAS, this agreement is made under the authority of Sections 181.54 and 181.55 of the Ohio Revised Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$1,082,762.00 from the JAG award for the Franklin County JAG Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds:

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$1, 082,762.00 of JAG funds.

Section 2.

COUNTY agrees to use \$1, 082,762.00 for the Franklin County JAG Program until December 31, 2006.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY.

Section 4.

Nothing in the performance of this Agreement shall impose any liability claims against CITY

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF COLUMBUS, OHIO

COUNTY OF FRANKLIN, OHIO

Michael Coleman, Mayor

Mary Jo Kilroy, President
Board of Commissioners

ATTEST:

Clerk of Council

Clerk of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Prosecutor