

State Homeland Security Grant Program

Columbus Urban Area

December 1, 2012

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

City of Columbus Division of Fire and Division of Fire/Bomb Squad
3639 Parsons Avenue
Columbus, Ohio 43207

Project Approvals - Radiation Detection Sustainment Application and Central Ohio Typed Hazmat Team Sustainment

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 2012 State Homeland Security Program. The details of this project are as follows:

Approved

| <u>Equipment Item(s)</u> | <u>Quantity</u> | <u>Approved Unit Cost</u> | <u>Approved Total</u> |
|---|-----------------|----------------------------|---------------------------|
| Maintenance Warranties for Identifier Radiation Detection Equipment | 6 | \$ 4,133.34 | Total \$ 24,800.00 |
| Hazmat Equipment: | | | |
| Acetone Tube 8103381 | 10 boxes | \$ 83.33 | \$ 833.30 |
| Ammonia Tube CH20501 | 10 boxes | \$ 69.35 | \$ 693.50 |
| Chlorine Tube CH24301 | 10 boxes | \$ 63.44 | \$ 634.40 |
| Cyanide 6728791 | 2 boxes | \$ 109.68 | \$ 219.36 |
| Phosgene CH28301 | 2 boxes | \$ 94.62 | \$ 189.24 |
| Cyanogen Chloride CH19801 | 2 boxes | \$ 100.54 | \$ 201.08 |
| Polytest CH28401 | 5 boxes | \$ 63.44 | \$ 317.20 |
| Battery Pack Accuro 2000 | 2 | \$ 206.45 | \$ 412.90 |
| | | Total | \$ 3,500.98 |
| | | Total both Projects | \$ 28,300.98 |

Award Amount: \$ 28,300.98
Project Start Date: December 1, 2012
Project Completion Date: May 30, 2014
Funding Source: FY 12 SHSP
Required Reporting: Project Performance Report—Quarterly
Federal Equipment Inventory

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 this project.

Sincerely,
Pamela Tickle, Manager Training/Grants
(614)- 794-0213
pktickle@franklincountyohio.gov

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 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 _____, 2013, 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 FY12 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 the invoice and 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, 2012 and shall terminate on May 30, 2014 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 2012 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 May 30, 2014, 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 _____, 2013.

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

**FRANKLIN COUNTY EMERGENCY MANAGEMENT
AND HOMELAND SECURITY
FY 2012 STATE HOMELAND SECURITY PROGRAM (SHSP)
SUBGRANT AWARD \$3,500.98**

SUB-CONTRACTOR: City of Columbus

PROJECT PERIOD: 12/01/12 -- 05/30/14

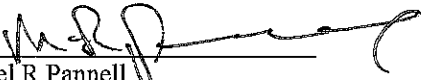
GRANT NUMBER: 2010-SHSP -- Central Ohio Typed Hazmat
Team Sustainment

AWARD DATE: December 01, 2012

In accordance with the provisions of the Department of Homeland Security Appropriations Act FY 2012. 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
FY 2012 STATE HOMELAND SECURITY PROGRAM (SHSP)
SUBGRANT AWARD \$24,800.00**

SUB-CONTRACTOR: City of Columbus

PROJECT PERIOD: 12/01/12 – 05/30/14


GRANT NUMBER: 2010-SHSP – Radiation Detection
Sustainment

AWARD DATE: December 01, 2012

In accordance with the provisions of the Department of Homeland Security Appropriations Act FY 2012. 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.

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Michael R Pannell
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Signature of Authorized Official

Name, Title of Official and Date