

**THE STATE OF OHIO
COUNTY OF FRANKLIN**

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

FY 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

This Agreement is made and entered into this ___ day of _____, 2009, by and between the Board of Commissioners of Franklin County, Ohio (the "COUNTY"), and the city of Columbus, acting by and through its governing body, the City Council (the "CITY").

Background Information

- A. The COUNTY serves as Metropolitan County Criminal Justice Services Agency in accordance with the provisions of Ohio Revised Code Sections 5502.64 and 5502.65 under the direction of the existing Franklin County Criminal Justice Planning Board.
- B. The COUNTY serves as the applicant/fiscal agent for the joint funds award for the COUNTY and the identified cities, including the CITY, for the FY 2009 Edward Byrne Memorial Justice Assistance Grant Program (JAG Program).
- C. In order to address the disparate funding between the COUNTY and the CITY under the FY 2009 Edward Byrne Memorial Justice Assistance Grant Program (JAG Program), the CITY agrees to a reimbursement of \$460,447.00 from the COUNTY for the FY 2009 Edward Byrne Memorial Justice Assistance Grant award, subject to the terms of this Agreement.
- D. Each of the parties to this Agreement 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 such related documents.

Provisions

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

Section 1. Under the application for the JAG Program, funds will be allocated between the COUNTY and various municipalities, including the CITY. Under this application, the CITY will receive, in the form of a reimbursement, \$460,447.00 under the FY 2009 Edward Byrne Memorial Justice Assistance Grant award for the JAG Program, which the COUNTY will administer according to the JAG Program's governing terms and conditions, and the CITY agrees to use these funds for the JAG Program until the end of the Program date. The parties agree that this Agreement reflects the allocation of funds for the FY 2009 Edward Byrne Memorial Justice Assistance Grant Program award and that a supplemental agreement will be entered into by the parties, which will more fully outline the use of the funds as well as the criteria that will be required in order to receive a reimbursement of expenses, which will not exceed the Allocation.

Section 2. In performing governmental functions or in paying for the performance of governmental functions hereunder, the parties agree that payments will be made from current revenues legally available to that party.

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 for 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 the 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.

The parties have caused this Agreement to be executed by authorized individuals as of the effective date set forth above.

**Board of Commissioners
Franklin County, Ohio**

City of Columbus, Ohio

By: _____
Paula Brooks, President
Board of Commissioners

By: _____
Michael Coleman, Mayor
City of Columbus

Date: _____, 2009

Date: _____, 2009

Approved as to form:

Ronald J. O'Brien
Prosecuting Attorney
Franklin County, Ohio

By: _____
Diane M. Lease, Asst. Prosecutor

Date: _____, 2009