

**FY 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
MEMORANDUM OF UNDERSTANDING – DISPARATE FUNDING AGREEMENT
FOR THE CITY OF COLUMBUS, OHIO
AND
FRANKLIN COUNTY, OHIO**

This document shall confirm the funding agreement for the allocation of the FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) funds between the City of Columbus and Franklin County, Ohio.

The Director of the Bureau of Justice Assistance has recognized Franklin County's disparate allocation status under the federal FY 2011 Edward Byrne Memorial Justice Assistance Grant Program by certifying that a disparity exists when multiple cities or municipalities are collectively eligible to receive four times (400%) more than the county and that the county with concurrent jurisdiction bears more than fifty percent (50%) of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime.

It is agreed that the Franklin County Office of Homeland Security and Justice Programs shall administer the JAG grant and serve as applicant/fiscal agent for the joint funds under the direction of the existing Franklin County Criminal Justice Planning Board.

As required by the grant directives, a joint application for the aggregate of funds shall be submitted as follows:

City of Columbus	\$325,872.90
Franklin County	\$325,872.90
City of Reynoldsburg	\$10,848.00
City of Whitehall	\$22,340.00
JAG Administration	<u>\$72,416.20</u>
Total Award:	\$757,350.00

For the City of Columbus:

Honorable Michael Coleman
Mayor
City of Columbus

Date

For Franklin County:

Honorable Marilyn Brown
President
Franklin County Commissioners

Date

**THE STATE OF OHIO
COUNTY OF FRANKLIN**

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

FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

This Agreement is made and entered into on _____, 2011, 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 the 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 2011 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 2011 Edward Byrne Memorial Justice Assistance Grant Program (JAG Program), the CITY agrees to a reimbursement of \$325,872.90 from the COUNTY for the FY 2011 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, \$325,872.90 under the FY 2011 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 2011 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: _____
Marilyn Brown, President
Board of Commissioners

By: _____
Michael Coleman, Mayor
City of Columbus

Paula Brooks, Commissioner
Board of Commissioners

Date: _____, 2011

John O'Grady, Commissioner
Board of Commissioners

Date: _____, 2011

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

By: _____

Date: _____

Agency Name: _____

Subgrant Number (OCJS Use Only)	Receipt Date
Recovery Act: JAG ____-____	

JAG EXECUTIVE SUMMARY

The Executive Summary serves as a concise and accurate description of the proposed project. Information in the Summary is forwarded to the Governor's Office, and other local, state and federal agencies for public information requests. Summary information must be submitted in the space provided.

PROBLEM STATEMENT
The optimal performance of the City of Columbus Automated Fingerprint Identification System (AFIS) requires continued software and hardware maintenance and technical support from a specialized vendor. Recent City of Columbus budget deficits have made continuation of these needed services uncertain. Lack of the maintenance and support services will negatively impact area law enforcement identification of individuals and arrest processes. AFIS is critical to the Columbus Division of Police Identification Unit operations and all the participating agencies that rely upon its accuracy.
PROJECT DESCRIPTION
The Columbus Division of Police, through established City purchasing procedures, will seek to maintain and extend the service contract which includes on-site technical support, 24/7, as well as regular hardware and software maintenance and access to teams of experienced engineers, when needed for the optimal performance of the Automated Fingerprint Identification System (AFIS).
PARTICIPATING AGENCIES/COLLABORATION
The Columbus Division of Police, Franklin County Sheriff Office, Delaware County Sheriff Office, Knox County Sheriff Office, Wyandot County Sheriff Office, Upper Arlington Police Department, Dublin Police Department, Grove City Police Department, Reynoldsburg Police Department, and Westerville Police Department
OBJECTIVES
Objective 1: Reduce or avoid computer degradation or down time Objective 2: Ensure state and local network connectivity for the City of Columbus Automated Fingerprint Identification System (AFIS)
ACTIVITIES
Complete proper purchasing procedures, City legislation and expenditure activities for the contract services of a specialized vendor for hardware, software and technical support of the City of Columbus Automated Fingerprint Identification System (AFIS)