

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/Village/Township of _____ (hereinafter referred to as the "City").

WHEREAS, the County is responsible for the administration of the Urban Area Security Initiative grant funds from the Federal government, through the state of Ohio; and

WHEREAS, the City is the recipient of a sub-grant award from the Franklin County Homeland Security Advisory Committee for UASI 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 _____, 2008, by the City/Village/Township

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 FY07 Urban Area Security Initiative 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 it's Charter

EXHIBIT A

- and Ordinances. Prior to the payment of funds, 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 the Franklin County Office of Homeland Security & Justice Programs 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 November 1, 2008 and shall terminate on October 31, 2009 unless extended by a mutual agreement of the parties.
 6. The application for this Subgrant submitted by the City to the Office of Homeland Security & Justice Programs, and the Subgrant 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 Subgrant Conditions and Special Conditions of the Subgrant Award. Further, the City agrees to comply with the Franklin County Office of Homeland Security & Justice Programs Urban Area Security Initiative FY 2007 Award Terms and Conditions.
 8. Payments made by the County to the Vendor shall be made according to procedures stipulated by the Subgrant Conditions, Standard Federal Subgrant Conditions, and special Conditions of the Subgrant Award.
 9. The City shall allow access to any books, documents, papers, and records that are pertinent to the Subgrant received, for the purposes of audit, evaluation, or examination, to the following entities:
 1. Franklin County Office of Homeland Security & Justice Programs
 2. Dept. of Homeland Security
 3. Comptroller General of the United States
 4. Auditor of State of Ohio
 5. Franklin County Auditor
 6. 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 Subgrant Conditions of the Subgrant 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 of the Office of Homeland Security & Justice Programs Unit and the Franklin County Records Commission prior to the disposal of any Subgrant 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 October 31, 2009, unless the Subgrant period is changed and approved by a Subgrant Adjustment Notice. Any request for a contract extension must be made in writing by the City to the Office of Homeland Security & Justice Programs 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 Subgrant 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 _____, 2008.

Marilyn Brown
Fr. Co. Board of Commissioners

XXXXXXXXXXXXX

Mary Jo Kilroy
Fr. Co. Board of Commissioners

Paula Brooks
Fr. Co. Board of Commissioners

FRANKLIN COUNTY OFFICE OF HOMELAND SECURITY & JUSTICE PROGRAMS
URBAN AREA SECURITY INITIATIVE (UASI)

C.F.D.A. No. 97.008

Awarding Federal Agency: U.S. Office of Homeland Security
Awarding State Agency: Ohio Emergency Management Agency

FY 2007 Project Award Terms and Conditions

- Recipient agrees to comply with 44 CFR Part 13 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 Principles as applicable to their form of government or organization: State and Local Governments (2 CFR Part 225), Educational Institutions (2 CFR Part 200) 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)
- 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)
- 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 Office of Homeland Security and Justice Programs.
- 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) 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 subgrant, the subgrant shall be canceled. A determination of unavailability of funds shall be final and conclusive.
- Recipient may appeal any decision of Sub-Grantor under this Notice of Award & Grant Agreement to the Franklin County Homeland Security Advisory Committee.
- Sub-grantee 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-grantee 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-grantee 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 & Grant 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 & Grant Agreement, all rights, duties and/or obligations described herein may be assigned or sub-contracted by Recipient without prior consent of Sub-Grantor. 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/ Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to the subject of this Notice of Award/Grant Agreement. Whenever possible, each provision of this Notice of Award/Grant 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 & Grant Agreement will not be invalid.
- **Once equipment has been received by the implementing agency, a Federal Equipment Inventory must be completed and submitted to the Franklin County Office of Homeland Security & Justice Programs.**
- **The implementing agency will be responsible for annually updating and submitting the Federal Equipment Inventory to the Franklin County Office of Homeland Security & Justice Programs 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 Urban Area Security Initiative grant program must be included on your Schedule Award of Federal Expenditures.**

Signature of Authorized Official

Printed Name and Title of Official

Date

Jurisdiction

Federal Grant Number

Please follow the directions for completing the Homeland Security Application Form. Applications not filled out completely will be returned. This will cause a delay in processing your application. All applications must be submitted at least fourteen (14) days prior to a scheduled meeting. The application process is as follows:

1. The Homeland Security Advisory Committee (HSAC) will review the application and prioritize based upon The Columbus Urban Area Homeland Security Strategy for FY 2006 and verify that it meets eligibility under the Department of Homeland Security requirements.
2. Submissions that are forwarded to the Technical/Operations Committee will be, but not limited to, survey community resources and needs and recommend equipment standards, shared-use protocols, as well as review, recommend and assign priority to the HSAC.
3. All submissions will then be transmitted to the HSAC with a recommendation or no recommendation for funding based upon the Columbus Urban Area Homeland Security Strategy and the Franklin County Threat, Risk, and Needs Assessment.
4. After the HSAC has reached a final decision, you will be notified by mail regarding the status of your application. Please remember that when applying for grant funds, it must be approved at different levels of government therefore an exact timeframe cannot be given.

1. **Application Number:** This will be completed by the Technical/Operation Committee.

2. **Date:** Date you are applying for funds. 07-15-2008

3. **Applicant Name:** Name of political subdivision. City of Gahanna Division of Police

4. **New Request:** Indicate ☒ YES or ☐ NO

Revision: Indicate ☐ YES or ☒ NO

Expansion: Indicate ☐ YES or ☒ NO

5. **Is This A Regional Proposal?** Indicate ☐ YES or ☒ NO.

If You Answered Yes To The Above Question, Identify Each Political Subdivision And Disciplines Partnering In The Project. Must Be Complete With Name And Addresses Of All Political

Subdivision(s): A letter(s) of commitment from political subdivision(s) and discipline(s) taking responsibility of equipment must be attached.

6. **Contact Person:** Person responsible for completing the application and knowledgeable of equipment and/or services requested. Lieutenant Jeffrey Spence

7. **Telephone Number:** The telephone number of the contact person. 614.342.4205

8. **Email Address:** Email address of the contact person. jeff.spence@gahanna.gov

9. **Please Describe Your Request:** This must include the breakdown cost of each item and where the information originated.

The Gahanna Division of Police requests \$450,281.00 be awarded for the purposes of purchasing Motorola 800 MHz, P25 encrypted radio equipment (See Annex A) in order for the Division to convert from its existing 400 MHz radio platform to an interoperable 800 MHz platform. The Division will become a subscriber to the State of Ohio's Multi-Agency Radio Communications System (MARCS) as its provider of radio communications services. All purchases will be pursuant to State of Ohio Term Schedule STS073. In addition to this equipment, the City of Gahanna will invest approximately \$500,000 of its own funds to upgrade its communications.

10. **Describe Equipment And/Or Services Required To Accomplish Goals:** Must be completed.

The Gahanna Division of Police is requesting Motorola fixed-base, mobile and portable radios as well as accessories for these items to be purchased pursuant to terms outlined in State Term Schedule STS073 (See Annex A for equipment listing) with UASI funds. The Division is requesting a total award of \$450,281.00 to purchase the equipment listed in Annex A for the purposes of obtaining interoperable communications in the interest of public safety.

11. **If Applicable, Please List The Address That The Equipment Will Be Permanently Located: (For Inspection And Auditing Purposes)** The EMA, County, and/or City have the right to audit and inspect equipment purchased with grant funds.

All equipment purchased pursuant to this request will be maintained by the Gahanna Division of Police; 460 Rocky Fork Boulevard, Gahanna, OH, 43230. All records and equipment may be inspected at this address.

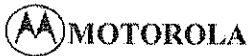
12. **By Signing The Form Below, I Understand That The Requesting Political Subdivision Is Responsible For The Insurance, Maintenance, Repairs, Licenses, Etc. Of All Equipment Received:** The Emergency Management Agency for Franklin County, City of Columbus, and/or Franklin County is not responsible for the insurance, maintenance, licensing, repairs, or any other costs incurred with the equipment purchased from grant funds. This is solely the responsibility of the political subdivision.

I, _____
(Name)

CEO of _____, Have Reviewed And Approved
(Political Subdivision)

This Application On _____: The application must be reviewed and signed by the
(Month, Day, Year)

individual who has the authority, acting as the CEO of the political subdivision, that they accept and agree to the terms set forth by the Terrorism Advisory Team.



CUSTOMER PROPOSAL

Date: Oct. 23, 2008

Quote #:

Prepared By: STEVE STAUCH

Phone: 614-276-5562

Fax:

CUSTOMER #:

PREPARED FOR: JEFF SPENCE
COMPANY: GAHANNA POLICE
PHONE: 342-4205
FAX:

Bill To
Address:

Ship to
Address:

Equipment Details and Pricing

Qty.	Model	Description	Unit Price	Total Price
4	L20URS9PW1N	XTL5000 CONSOLETTTE	\$4,758.65	\$19,034.60
4	G806	ASTRO		inc
4	G51	SMARTZONE		inc
4	G114	ENH DIG DISPLAY		inc
4	G361	P25 TRUNKING		inc
4	G81	W9 HW SETUP CONSOLETTTE		inc
4	G159	ENCRYPTION HARDWARE		inc
4	G625	DES/DES-XL/DES-OFB ENCRYPTION		inc
4	W969	MULTI-KEY		inc
4	L146	TONE REMOTE BOARD		inc
4	L73	DELETE MIC		inc
4	G78	TWO ENCRYPTED ESP		inc
3	M20URS9PW1	XTL5000 05 HEAD BACK-UP CONTROL STATION W/ENCRYPTION	\$4,934.40	\$14,803.20
3	G91	CONTROL STATION POWER SUPPLY		inc
3	W665	CONTROL STATION OPERATION		inc
3	W382	CONTROL STATION MICROPHONE		inc
4	M20URS9PW1	XTL5000 03 HEAD REMOTE MOUNT W/ENCRYPTION	\$5,175.20	\$20,700.80
12	M20URS9PW1	XTL5000 05 HEAD REMOTE MOUNT W/ENCRYPTION	\$4,902.20	\$58,826.40
1	WPLN4130	IMPRES SIX UNIT CHARGER W/DISPLAY	\$1,080.00	\$1,080.00
2	WPLN4111	IMPRES SINGLE UNIT CHARGER	\$132.00	\$264.00
3	NNTN4435	SPARE IMPRESS BATTERY	\$97.00	\$291.00

QUOTE PAGE TOTAL

\$115,000.00

QUOTE TERMS AND CONDITIONS:

- Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
- Purchaser will be responsible for shipping costs, which will be added to the invoice.
- Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
- Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged in its original packaging with in six months after shipment.
- Prices quoted are valid for thirty(30) days from the date of this quote.
- Unless otherwise stated, payment will be due within 25 days after invoice date items are shipped.
- Motorola's standard equipment warranty(which will be furnished upon request) applies to all ordered equipment.
MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE

Acceptance of Quotation and
Motorola's Terms and Conditions

Approval Signature

Print Name

Print Title