

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 **Gahanna** (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 the Franklin County Homeland Security Advisory Committee 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 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 _____, 2011, by the **City of Gahanna**

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 FY09 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 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 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, 2010 and shall terminate on March 31, 2012 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 2009 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. The City will not destroy any records relative to this agreement until after receiving approval from Franklin County Emergency Management and Homeland Security.

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 March 31, 2012, 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 _____, 2011.

Marilyn Brown, President
Fr. Co. Board of Commissioners

Rebecca Stinchcomb
Mayor, City of Gahanna

Paula Brooks
Fr. Co. Board of Commissioners

John O'Grady
Fr. Co. Board of Commissioners