

RESOLUTION NO. 13-2012

To Authorize an Intergovernmental Agreement between the City and the Franklin County Board of Commissioners for the Administration of a Sub-Grant Award Received by the City from State Homeland Security Grant Funds through the Federal Government.

WHEREAS, the Franklin County Board of Commissioners 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 of Worthington is a recipient of a sub-grant award from the Franklin County Homeland Security Advisory Committee for SHSP funds; and,

WHEREAS, the County and the City desire to enter into an Agreement to provide for the administration of said sub-grant awards;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That the City Manager be and he hereby is authorized to execute an Intergovernmental Agreement, a copy of which is attached hereto.

SECTION 2. That the Clerk be instructed to record this Resolution in the appropriate record book.

Adopted April 16, 2012

[Signature on File]  
President of Council

Attest:

[Signature on File]  
Clerk of Council

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the Franklin County Board of Commissioners and the City of Worthington.

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

WHEREAS, the City of Worthington is the recipient of two (2) sub-contract awards from the Columbus Urban Area Homeland Security Advisory Committee for UASI funds, as more fully described below; and

WHEREAS, Franklin County and the City of Worthington desire to enter into this Agreement to provide for the administration of those sub-contract awards in order to expeditiously acquire and pay for the services and equipment sought to be obtained pursuant to the sub-contract awards; 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 Resolution No.13-2012 passed the 16<sup>th</sup> day of April, 2012, by the City of Worthington.

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 of Worthington’s requested FY09 and FY10 Urban Area Security Initiative Funds has been received from the Office of Domestic Preparedness and the Ohio Emergency Management Agency. The project descriptions (the “Project”) and dollar amounts are specified in the sub-contract award documents and will be forwarded to the City of Worthington upon execution of this intergovernmental agreement.

Franklin County shall be responsible for monitoring the City of Worthington’s compliance with this agreement.

2. The City of Worthington will procure all equipment and/or services specified in the Project award in a timely manner. The City of Worthington 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 of Worthington shall submit a signed and completed procurement form.
3. Upon receipt and acceptance of the equipment and/or services, the City of Worthington shall forward the invoice and a completed Federal equipment inventory to Franklin County, to the attention of the Director of the Franklin County Office of Homeland Security & Justice Programs for payment. Franklin County shall process payment directly to vendor.

4. The parties agree that the City of Worthington shall be the sole keeper of any and all equipment purchased pursuant to this Agreement, and shall be solely responsible for requisite maintenance, insurance and upkeep. Franklin County shall have no obligation or responsibility for any maintenance of the equipment subject to this Agreement.
5. This agreement shall commence April 16, 2012 and shall terminate on December 31, 2012 unless extended by a mutual agreement of the parties.
6. The applications for these Sub-contracts submitted by the City of Worthington to the Franklin County Office of Homeland Security & Justice Programs, and the Subcontract Awards, are incorporated into this agreement by reference.
7. The City of Worthington hereby agrees to provide the services and achieve the objectives described in the submitted applications, and to adhere to all Standard Federal Sub-grant Conditions. Further, the City of Worthington agrees to comply with the Franklin County Office of Homeland Security & Justice Programs Urban Area Security Initiative Award Terms and Conditions.
8. Payments made by Franklin County to the Vendor shall be made according to procedures stipulated by the Sub-contract Conditions, Standard Federal Sub-grant Conditions, and special Conditions of the Sub-contract Award.
9. The City of Worthington shall allow access to any books, documents, papers, and records that are pertinent to the Sub-contracts received, for the purposes of audit, evaluation, or examination, to the following entities:
  1. Franklin County Office of Homeland Security & Justice Programs
  2. U.S. Department 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. Sub-grantee must also receive prior written approval from the Office of Homeland Security & Justice Programs prior to the disposal of any Sub-grant records, documents, or files.

10. Either party may cancel completely the obligations delineated in this agreement by giving the other party thirty (30) days written notice.
11. Upon breach of this agreement, the aggrieved party may terminate this agreement by giving thirty (30) days written notice to the breaching party.

- 12. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on December 31, 2012, unless the Sub-contract period is changed and approved by a Sub-contract Adjustment Notice. Any request for a contract extension must be made in writing by the City of Worthington to the Office of Homeland Security & Justice Programs at least thirty (30) days prior to the termination date.
- 13. 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.
- 14. 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.
- 15. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Sub-contract disallows certain costs and requires that a refund be issued, the City of Worthington 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 \_\_\_\_\_, 2012.  
(to be completed by the Franklin County Clerk upon approval by the Franklin County Board of Commissioners)

\_\_\_\_\_  
 Paula Brooks, President  
 Franklin County Commissioner

\_\_\_\_\_  
 Matt Greeson, City Manager  
 City of Worthington

\_\_\_\_\_  
 Marilyn Brown  
 Franklin County Commissioner

\_\_\_\_\_  
 John O'Grady  
 Franklin County Commissioner

Approved as to form:

Ron O'Brien  
 Prosecuting Attorney  
 Franklin County, Ohio

Michael E. Minister  
 Director of Law  
 City of Worthington

By: \_\_\_\_\_  
 Assistant Prosecuting Attorney

\_\_\_\_\_