

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
408 NON-RESIDENTIAL MISDEMEANANT

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Corrections Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

NOW THEREFORE this Grant Agreement is made and entered into this _____ day of _____, 2007, by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of the **City of Columbus** Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A Terms and Conditions:

- 1) The Grantor awards to the Grantee the sum of **One hundred forty-six thousand, two hundred five** Dollars to be paid in four equal installments of **\$36,551.25** for the period beginning with the effective date of this agreement and ending June 30, 2008 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2008. Total expenditures for Fiscal Year 2008 (July 1, 2007 to June 30, 2008) will not in any case exceed **\$146,205**.
- 2) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2008 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2008 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
- 3) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in

compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

- 4) The Grantee agrees to affect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.
- 5) It is agreed that the ~~Chief of the~~ Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the ~~Chief of the~~ Bureau of Community Sanctions for the Grantor. The Grantee and the **CHIEF OF THE** Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The fiscal agent designated to act on behalf of the Grantee is_____.

The program's tax identification number is_____.

- 6) Quarterly payments will be made by the Grantor ~~upon receipt of a written request from the Grantee~~ **BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY**. This process will continue until the total grant award has been expended. ~~Interim payments made under an extension of the previous grant will be deducted from the amounts owed for the first quarter of the fiscal year.~~
- 7) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference.
- 8) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.
- 9) This agreement may not be assigned or transferred by either party.
- 10) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).
- 11) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance,

are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

12) The program will make a reasonable effort to augment the funding received by the state.

13) The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction shall discontinue subsidy payments to the recipient.

14) This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

B) Program Evaluation:

1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.

2) The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.

~~3) The Grantee shall prepare and submit to the Grantor quarterly performance reports comprised of the statistical data set forth above. Such reports shall be submitted as required.~~

3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter.

4) To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and assessment **TERMINATION forms-DATA**

for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit.

- 5) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and ~~assessment~~ **TERMINATION forms- DATA** at time intervals determined by the Grantor.
- 6) Failure to comply with Items (B) (1) through ~~(6)~~ **(5)** of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

- 1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- 2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- 3) All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- 4) Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:
- 5) The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
- 6) There is a financial or audit disclosure involving misuse of state funds.
- 7) The reason (s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.

- 8) The Grantee warrants that it is not subject to an “unresolved” finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

- 1) The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.
- 2) This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.
- 3) If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.
- 4) All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

FOR THE GRANTOR:

Linda S. Janes, Chief
Bureau of Community Sanctions Date

Harry E. Hageman, Deputy Director
Division of Parole & Community Services Date

James Guy, Legal Counsel
Department of Rehabilitation & Correction Date

Terry J. Collins, Director
Department of Rehabilitation & Correction Date

FOR THE GRANTEE:

It is hereby certified that the Board of County Commissioners, Mayor or City Manager has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the Board.

County Commissioner Date

County Commissioner Date

County Commissioner Date OR

Mayor or City Manager Date