

CONTRACT

This agreement, made and concluded at Columbus, Ohio, this day _____, between the Board of County Commissioners of Franklin County, Ohio, 373 South High Street, (hereinafter the Fiduciary), and the **city of Columbus on behalf of the Columbus Division of Police** (hereinafter the Implementing Agency), **90 W. Broad Street, Columbus, Ohio, 43215.**

WITNESSETH

The following are conditions of this agreement:

1. This agreement is in regard to the S.T.O.P. Violence Against Women Act Subgrant Award Number **18-WF-VA3/VA4-1000 (entitled "High Risk DV Offenders")** only, as awarded by the Franklin County Board of Commissioners. This award is part of the Block Grant issued by the Office of Criminal Justice Services to the Franklin County Board of Commissioners. As the Local Criminal Justice Coordinating Council for Franklin County, the Office of Justice Policy and Programs shall be responsible for monitoring the Implementing Agency's compliance with this agreement.
2. This agreement shall commence **January 1, 2019** and shall terminate on **December 31, 2019**, unless extended by a Subgrant Adjustment Notice.
3. The application for this Subgrant submitted by the Implementing Agency to the Office of Justice Policy and Programs, and the Subgrant Award, are incorporated into this agreement by reference.
4. The Implementing Agency hereby agrees to provide the services and achieve the objectives described in the attached application, and to adhere to all Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.
5. From the Subgrant monies provided it by the Office of Criminal Justice Services, the Fiduciary shall make payments to the Implementing Agency based on quarterly vouchers submitted to the Office of Justice Policy and Programs.
6. Payments made by the Fiduciary to the Implementing Agency shall be made according to procedures stipulated by the Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.
7. The total amount of payments to be issued to the Implementing Agency under this agreement shall not exceed **twenty eight thousand five hundred twenty four dollars and ninety two cents (\$28,524.92)** or such other amount awarded under a revised Subgrant award.
8. The Implementing Agency shall be responsible for providing **one thousand five hundred one dollars and twenty six cents (\$1,501.26)** or such other amount as required under a revised Subgrant award, over and above the amount provided by the Fiduciary during the period of this agreement. These funds shall originate from an allowable source of match funding as specified by the Subgrant guidelines.

9. The Implementing Agency 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. The Fiduciary
 2. Office on Violence Against Women or authorized representative
 3. Comptroller General of the United States
 4. Office of Criminal Justice Services
 5. Auditor of State of Ohio
 6. Franklin County Auditor
 7. Franklin County Office of Justice Policy and Programs
 8. 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 from the Office of Justice Policy & Programs prior to the disposal of any Subgrant records, documents, or files.

10. All persons compensated with funds pursuant to this agreement are to be deemed employees or agents of the Implementing Agency. Accordingly, the Implementing Agency shall be responsible for employment related claims.
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. Upon cancellation or termination of this contract pursuant to Paragraphs 11 and 12 of this contract, the Implementing Agency shall be reimbursed only for approved budget expenses that were incurred on or before the date that the notice of cancellation or termination was received by the Implementing Agency. The Implementing Agency shall not be entitled to reimbursement for any expenses incurred after the date that the notice of cancellation or termination is received by the Implementing Agency unless such expenses are first approved by the Office of Justice Policy and Programs in writing. No other amounts shall be paid by the parties as damages under this agreement.
14. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on **December 31, 2019**, 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 Implementing Agency to the Office of Justice Policy & Programs at least thirty (30) days prior to the termination date.

15. The Office of Justice Policy and Programs may place the Implementing Agency on probation or suspend Subgrant payments to the Agency if it determines that the funded project is not providing the level of service or achieving the objectives that are described in the approved Subgrant application, or determines that the Agency is not complying with any condition of this contract or any Standard Federal Subgrant Condition or Special Condition of the Subgrant Award, or in violation of any federal, state, or local law.
16. 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.
17. 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.
18. 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 Implementing Agency shall be responsible for providing the refund amount in full.
19. If the Implementing Agency is a private non-profit organization incorporated under the laws of the State of Ohio, the Implementing Agency's governing body (i.e. board of directors) has the ultimate fiscal, policy, and administrative responsibility for the Implementing Agency's programs and staff actions. In all cases, the Fiduciary will view the governing body as the ultimate authority and responsible party.
20. The Implementing Agency shall obtain a blanket fidelity bond in an amount equal to or greater than the federal Subgrant award amount. In addition, the Implementing Agency should obtain bonding coverage for errors and omissions. This requirement applies to non profit agencies only.
21. The Implementing Agency agrees to participate in a program evaluation process that will be established by the Office of Justice Policy and Programs, and to provide information and data necessary to measure program outcomes.
22. The Implementing Agency shall submit quarterly fiscal reports of Subgrant expenditures to the Office of Justice Policy & Programs. Quarterly fiscal reports will be due on the last day of the month that follows the end of the reporting quarter. The Implementing Agency will be required to submit performance data as requested by the Office of Justice Policy & Programs. The reporting format shall be prescribed by the Office of Justice Policy & Programs.

IN WITNESS WHEREOF, Ned Pettus, City of Columbus Public Safety Director has hereunto set his/her hand to this agreement on the day and year first written above.

IN WITNESS WHEREOF, members of the Franklin County Board of Commissioners have hereunto set their hands to this agreement on the day and year first written above.

Marilyn Brown, Commissioner
Fr. Co. Board of Commissioners

Ned Pettus, Director
Columbus Department of Public Safety

John O’Grady, Commissioner
Fr. Co. Board of Commissioners

Kevin Boyce, Commissioner
Fr. Co. Board of Commissioners

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

By: _____

Date: _____

SUBGRANT AWARD

SUBGRANTEE AGENCY: City of Columbus on behalf of the Columbus Division of Police	SUBGRANT NUMBER: 18-WF-VA2-1000
PROJECT PERIOD: 01/01/19 – 12/31/19	CFDA # 16.588
PROJECT TITLE: High Risk DV Offenders	

In accordance with the provisions of the Violence Against Women Act (V.A.W.A.), as enacted by the 103rd Congress, as set in Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Pub.L.No. 103-322, 108 Stat.1796 (Sept. 1994), the V.A.W.A., in part, amends the Omnibus Crime Control and Safe Streets Act of 1968, as amended (the Omnibus Act), U.S. 3711 et seq., by adding a new ‘Part T’, (Catalog of Federal Assistance 16.588). Part T comprises Sections 2001 through 2006, to be codified at 42 U.S.C. 3796gg through 3796gg-5, as amended by the 2005 Violence Against Women Reauthorization. Unless otherwise specified, statutory references to those provisions will be to the Sections in Part T of the Omnibus Act, as amended by the V.A.W.A. In accordance with the Department of Justice, Office on Violence Against Women and the Ohio Office of Criminal Justice Services, the Franklin County Board of Commissioners, as the duly authorized County Agency, hereby approves the project application submitted as complying with Fiscal Year 2018 requirements of the Agency and awards to the foregoing Implementing Agency an action Subgrant as follows:

Source of Funds	Amount	Percentage
Federal Fund – Award Amount	\$28,524.92	95.01%
Local Cash	\$1,501.26	4.99%
In Kind Match	\$0.00	0.00%
Project Total	\$30,026.18	100.00%

This Subgrant award is for the project as set forth in the final application submitted which is hereby incorporated by reference herein and which project is within a program specified in the V.A.W.A. Ohio Implementation Plan and within the purposes and categories authorized by the Violent Crime Control and Law Enforcement Act of 1994 (Pub.L. 103-322), 108 Stat. 1796 (Sept. 13, 1994), Title IV.

This Subgrant is subject to the statements as set forth in the Project Budget and Project Narrative and revisions thereto and the Implementing Agency's final application which is hereby included by reference herein and to the certifications, Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein.

This Subgrant shall become effective as of the award date, for the period indicated, upon return to the Agency of the award copy and Certificate of Non-Supplanting, executed on behalf of the Implementing Agency and the Fiduciary Agent in the spaces provided.

Board of Commissioners

I hereby certify that the Implementing Agency has set aside the local match in the amount of \$1,501.26 the matching share for the approved application, and accept this Subgrant on behalf of the Implementing Agency.

Signature of Authorized Official

Ned Pettus, Director

Name and Title of Official

CERTIFICATE OF NON-SUPPLANTING

IMPLEMENTING AGENCY: Columbus Division of Police

AWARD DATE: January 1, 2019

SUBGRANT NUMBER: 18-WF-VA3/4-1000

AWARD AMOUNT-FEDERAL FUNDS: \$28,524.92

In order to fulfill the requirements of M 7100 and Standard Federal Subgrant Conditions concerning non-supplanting of funds, this non-supplanting certificate form is enclosed for signature. This form must be signed and returned to the Office of Justice Policy & Programs/MCCJSA before funds will be released to the Implementing Agency.

I hereby certify that this organization/agency has complied with non-supplanting.

Signature of Authorized Official

Ned Pettus, Director

Typed Name and Title of Official

Date of Signature

SPECIAL CONDITIONS

FY 2018 S.T.O.P. Violence Against Women Act Grant Program

Implementing Agency is advised that the Metropolitan County Criminal Justice Services Agency (MCCJSA)/Franklin County Office of Justice Policy and Programs (OJPP) policies do not allow for the indefinite funding of programs. Therefore, the Implementing Agency must look to other funding sources for future funding of this program. Approval of this subgrant in no way assures funding of this program in future years.

Implementing Agency shall provide any project information, documents, or files that may be reasonably required for monitoring, assessment, evaluation, and audit purposes, to the MCCJSA/OJPP, Franklin County, or Office of Criminal Justice Services upon request.

For reporting purposes, the program start date will be the first day of the month in which program expenses are incurred.

Implementing Agency is responsible for promptly notifying the MCCJSA/OJPP of any changes in program or fiscal personnel, project budget, program activities, or objectives. Modifications to program activities, objectives, or the project budget require prior authorization by the MCCJSA/OJPP.

Implementing Agency shall maintain documentation of all program expenses and activities. Documentation of expenses shall include, but not be limited to, employee time records (including signature of employee and supervisor), travel reports, invoices, contracts, inventory reports, receipts, bills, and corresponding canceled checks or warrants. Documentation of program activities shall include, but not be limited to, intake forms, progress reports, staff notes, referral forms, and other written materials relevant to program activities.

MCCJSA/OJPP may suspend funding or place on probationary status any project determined to not be in compliance with the Standard Federal Subgrant Conditions Handbook (available at www.ocjs.ohio.gov/funding/reports.htm), Special Conditions of this Subgrant award, or any condition of the contract for services. The MCCJSA/OJPP shall promptly notify the Implementing Agency of any suspension or probation in writing. Implementing Agency shall implement corrective action recommended by the MCCJSA/OJPP after receiving notice or face cancellation of the Subgrant. The MCCJSA/OJPP also reserves the right not to reimburse the Implementing Agency for inadequately documented or unauthorized budget expenses.

Implementing Agency agrees to participate in a program evaluation process, which will be established by the MCCJSA/OJPP or the Office of Criminal Justice Services, and to provide information and data necessary to measure program outcomes.

Implementing Agency agrees to attend and participate in the Ohio Attorney General's Office Two Days In May conference that will be held in Columbus, Ohio in May 2019.

MCCJSA/OJPP staff may conduct periodic visits to the locations where services are provided by the Implementing Agency and to the administrative offices of the Implementing Agency. As part of the monitoring process, the Implementing Agency shall allow OJPP staff to have access to clients participating in the program as well as staff being paid under the grant.

Subgrant certified assurances (Non-Supplanting, Fidelity Bonding) and the approved subgrant application are attached and are incorporated as part of this Subgrant award, if applicable.

The MCCJSA/OJPP, at its discretion, may withhold subgrant payments to the Implementing Agency where the Implementing Agency is not fully complying with any reporting, audit, or other requirement of another subgrant administered by the MCCJSA/OJPP.

Implementing Agency agrees to provide the services described in the approved subgrant application and to make all reasonable efforts to achieve the stated objectives of the application. The MCCJSA/OJPP may suspend payments, place on probation, or terminate funding to any project that is not providing the level of service or substantially achieving the objectives that are described in the approved subgrant application.

This Subgrant shall be absolutely terminated on **December 31, 2019**, unless the Subgrant period is changed and authorized by a Subgrant Adjustment Notice. Any request for an extension of the subgrant period must be made by the Implementing Agency in writing to OJPP at least thirty (30) days prior to the scheduled termination date.

In the event that an authorized government entity, or its agent, having responsibility for conducting an audit of the subgrant disallows certain costs and requires that a refund be issued, the Implementing Agency shall be responsible for providing the refund amount in full.

Implementing Agency shall comply with all applicable provisions, standards, and requirements of Program Area VA3/4 of the Violence Against Women Act Formula Subgrant Program FY 2018 Funding Directives.

Any published materials relevant to the activities of this program shall recognize the Franklin County Commissioners' Office as grantor. Suggested language to meet this criterion is as follows:

“This (brochure, report, conference, etc.) was made possible through Grant Number _____ (fill in grant number) authorized by the Franklin County Commissioners' Office with funding awarded by OVW and OCJS.”

“The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Franklin County Commissioners, OCJS or OVW.”

All reports or proposed publications funded by this agreement should be forwarded to the Franklin

County Office of Justice Policy and Programs (OJPP) for review and approval (20) days prior to public release, publication, or distribution.

Implementing Agency must comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Agencies receiving \$750,000.00 or more in federal assistance (from all sources) must have an audit of federal grant funds received conducted which complies with the provisions of this circular.

Implementing Agency shall provide a copy of such audit to OJPP within 90 days of the issuing of the final audit report. In addition, the Implementing Agency shall comply with any additional audit requirements that may be implemented by OJPP or Franklin County.

Implementing Agency is required to maintain records that clearly show the source, the amount and timing of all matching contributions, and any other funds, in excess of the required match, which are utilized by the project. In addition, each funding source utilized in program implementation must be accounted for separately, and provide a clear audit trail by source.

Implementing Agency will be required to produce and maintain certifiable documentation of new funds which will be committed to the program, showing the rates and extent of the time committed for each match cost line item in the approved budget. Following documentation of commitment, formal accounting records of expenditures and disbursements for match must be kept which clearly show the timing and source of the match funds.

Implementing Agency is also required to maintain time records in support of the financial records, especially in cases where staff persons are to be assigned part-time to project activities. The Implementing Agency must be able to clearly document the amount of time that each staff person spends exclusively on approved project activities (i.e. separate time records).

Pursuant to 23 USC 402 - 403 and 29 USC 668, each recipient agency, of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on the job seat belt policies and programs for their employees, contractors and sub recipients when operating company-owned, rented or personally owned vehicles.

The policy of OJPP is not to make new awards to applicants who are not in compliance with the audit requirements.

Implementing Agency must have an effective system for property and equipment management and must tag said property or equipment upon acquisition to identify the origin of funds used for its purchase.

Implementing Agency must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, by ensuring meaningful access to their programs and activities by persons with limited English proficiency. The Implementing Agency shall certify that the following compliance documentation is maintained: statistical data on the number or proportion of LEP persons served. For detailed information on this Act, please refer to www.lep.gov.

- a) Agencies that meet or exceed the threshold for the necessity of providing written translation must provide verification to the Franklin County Office of Justice Policy and Programs that all written materials are translated into the specific language of that LEP population.
- b) Pursuant to 42 U.S.C. 2000d, each recipient agency, of Federal contracts, subcontracts and grants through the Department of Justice shall encourage the

adoption of standard written policies and procedures that detail their response to serving persons of LEP. The policies and procedures should include methods of staff training and a schedule of periodic review for validity.

The Implementing Agency must comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.

Anti-Discrimination Clause

Pursuant to section 125.111 of the Ohio Revised Code, the Contractor warrants and agrees to the following: That in the hiring of employees for the performance of work under the contract or any subcontract, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the contract relates; and

That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry.

Except when pre-empted by Federal statute and/or federal grant guidelines, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.

Equal Treatment Regulation

The grantee agrees to comply with the applicable requirements of 28 C.F.R. part 38, the U.S. Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or an Implementing Agency must be voluntary. The Equal

Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Non Discrimination Grant Condition

No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under [VAWA], and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women. The VAWA nondiscrimination grant condition provides an exception to the prohibition on sex discrimination in certain instances: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

**U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published in Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, PLEASE REVIEW REGULATION AS INDICATED)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ned Pettus, Public Safety Director

Name and Title of Authorized Representative

Signature

Date

Columbus Department of Public Safety

Name of Organization

77 N. Front Street, Columbus, Ohio 43215

Address of Organization

SINGLE AUDIT ACT ASSURANCE

According to the U.S. Office of Budget & Management (OMB) Circular A-133, a sub recipient who expends \$750,000 or more of (combined) federal and state/local match funds within a Fiscal Year must have an audit completed within nine (9) months of the fiscal year close. This \$750,000 includes the sum of all expenditures made with federal funds, regardless of the source, and any state or local funds used to match federal funds.

If your **organization did not expend more than \$750,000 of Federal Program Funds (including matching funds)** within the last fiscal year, please sign below to certify that your organization has no audit responsibility this year.

Organization: _____

Organization's Fiscal Year: _____ to _____

C.E.O. Name: _____ Title: _____

C.E.O. Signature: _____ Date: _____

If your **organization did expend more than \$750,000** in combined federal and match funds during the past fiscal year, an audit must be completed. The resulting Data Collection Form (DCF) and Reporting Package* must be submitted to: Federal Audit Clearing House, Bureau of the Census, 1201-E. 10th Street, Jeffersonville, Indiana 47132. In addition, a copy of the transmittal cover letter should be mailed to the Office of the Comptroller, Office of Justice Programs, and ATTN: Control Desk, U.S. Department of Justice, 810 7th Street, N.W., Room 5303, Washington, DC 20531.

In addition, **if your organization was required to perform a single audit that resulted in findings** related to federal program funds received from Franklin County Office of Justice Policy & Programs OR had prior audit findings related to federal program funds received from Franklin County Justice Programs Unit or the Alliance For Cooperative Justice, you **must submit a copy of the Reporting Package to the Franklin County Office of Justice Policy & Programs** no later than nine (9) months after your agency fiscal year end or within 30 days of receipt from the auditor, whichever is sooner.

If your organization was required to have an audit, but had no findings related to federal program funds received from Franklin County Office of Justice Policy & Programs in the Schedule of Findings and Questioned Costs and the Schedule of Prior Audit Findings and Questioned Costs, please sign below and return this page to the Franklin County Office of Justice Policy & Programs.

Name of Federal Award(s) _____

Federal Award Amount: _____ Federal Award CFDA #: _____

Fiscal Period Covered By Audit: _____ to _____

The above audit revealed no findings related to federal program funds received from Franklin County Office of Justice Policy & Programs in the Schedule of Findings and Questioned Costs and Schedule of Prior Audit Findings and Questioned Costs.

C.E.O. Name: _____ Title: _____

C.E.O. Signature: _____ Date: _____