

AGREEMENT

This Agreement is made and entered into this day _____, by and between the Board of Commissioners of Franklin County, Ohio, 373 South High Street, Columbus, Ohio 43215 (hereinafter the Grantor) and the **Columbus Department of Public Safety**, 120 Marconi Blvd., Columbus, Ohio 43215 (hereinafter the Subgrantee).

Provisions

The parties hereby agree as follows:

1. This Agreement is in regard to the Juvenile Justice and Delinquency Prevention Subgrant Award Number 13-JJ-DMC-8001 (entitled "TAPS Academy") only and is part of the Block Grant issued by the Ohio Department of Youth Services to the Grantor. As the Local Criminal Justice Coordinating Council for Franklin County, the Franklin County Office of Homeland Security & Justice Programs shall be responsible for monitoring the Subgrantee's compliance with the terms of this Agreement.
2. This Agreement shall commence on January 1, 2015 and shall terminate on May 31, 2015, unless extended by a Subgrant Adjustment Notice that is executed prior to the termination date of the Agreement.
3. The application for this Subgrant that was submitted by the Subgrantee to the Franklin County Office of Homeland Security & Justice Programs (the "Application") and the Subgrant Award are hereby incorporated into this Agreement and made a part hereof.
4. The Subgrantee hereby agrees to provide the services and achieve the objectives described in the Application and to adhere to the terms of the Subgrant Award and all requirements outlined therein, including, but not limited to the Application guidelines, Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award that are attached hereto and made a part of this Agreement.
5. From the Subgrant monies provided to the Grantor by the Ohio Department of Youth Services in the amount outlined in Section 7 below, the Grantor shall make payments to the Subgrantee based on quarterly vouchers submitted to the Franklin County Office of Homeland Security & Justice Programs.
6. Payments made by the Grantor to the Subgrantee 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 Subgrantee under this Agreement shall not exceed **Eighteen thousand, eight hundred seventy nine dollars (\$18,879.00)**.

8. The Subgrantee shall allow access to any books, documents, papers, and records that are pertinent to the monies received under this Agreement for the purposes of audit, evaluation, or examination by any of the following entities:
 1. The Grantor;
 2. Office of Juvenile Justice and Delinquency Prevention or authorized representative;
 3. Comptroller General of the United States;
 4. Ohio Department of Youth Services;
 5. Auditor of State of Ohio;
 6. Franklin County Auditor;
 7. Franklin County Office of Homeland Security & Justice Programs; and
 8. Any other entity entitled by applicable law.

The Subgrantee agrees the records pertinent to the monies received under this Agreement must be retained for a period of three (3) years following the date of the subgrant closeout letter issued by the Office of Homeland Security & Justice Programs in accordance with Chapter 13 (Retention and Access Requirements for Records) of the Ohio Department of Youth Services' Standard Subgrant Conditions. If any action involving the records has been started before the expiration of the three year period, the records must be retained three years after the completion of the action and resolution of all issues which arise from it, or until the end of the original three year period, whichever is later.

9. All persons compensated with funds pursuant to this agreement are to be deemed employees or agents of the Subgrantee.
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. Upon cancellation or termination of this Agreement pursuant to Sections 10 or 11 of this contract, the Subgrantee 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 either party. The Subgrantee shall not be entitled to reimbursement for any expenses incurred after the date that the notice of cancellation or termination is received unless such expenses are first approved by the Office of Homeland Security & Justice Programs in writing. No other amounts shall be paid by the parties as damages under this Agreement.
13. Absent breach, cancellation, modification, or termination by either party, this Agreement shall be absolutely terminated on May 31, 2015, unless the Subgrant period is changed and approved by a Subgrant Adjustment Notice, as referenced in Section 2 above. Any request for a contract extension must be submitted in writing by the Subgrantee to the Franklin County Office of Homeland Security & Justice Programs at least thirty (30) days prior to the termination date.

14. The Office of Homeland Security & Justice Programs may place the Subgrantee on probation or suspend any payments due hereunder to the Subgrantee if it determines that the funded project is not providing the level of service or achieving the objectives that are described in the Application or determines the Subgrantee is not complying with any condition of this Agreement, including but not limited to or any Standard Federal Subgrant Condition or Special Condition of the Subgrant Award or is in violation of any federal, state, or local law.
15. This Agreement is subject to amendments, modifications, or alterations at any time, provided such amendments, modifications, or alterations are documented in a writing that is signed by all parties hereto and executed in accordance with applicable provisions of the Ohio Revised Code, with the exception of changes to allocation of budget dollars and project scope requests, which will be submitted by the Subgrantee to Franklin County Office of Homeland Security & Justice Programs for review and approval.
16. This Agreement 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.
17. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Subgrantee disallows certain costs and requires that a refund be issued, the Subgrantee shall be responsible for providing the refund amount in full.
18. The Subgrantee agrees to participate in a program evaluation process that will be established by the Franklin County Office of Homeland Security & Justice Programs and/or the Ohio Department of Youth Services, and to provide information and data necessary to measure program outcomes.

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IN WITNESS WHEREOF, Michael B. Coleman, Mayor of the city of Columbus 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.

GRANTOR:
Board of Commissioners of Franklin County, Ohio

SUBGRANTEE:

Marilyn Brown, President
Fr. Co. Board of Commissioners

Michael B. Coleman, Mayor
City of Columbus

Paula Brooks, Commissioner
Fr. Co. Board of Commissioners

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

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

By: _____

Date: _____

SUBGRANT AWARD

SUBGRANTEE:
Columbus Department of Public Safety

PROJECT PERIOD: 01/01/2015 – 05/31/2015

SUBGRANT NUMBER: 13-JJ-DMC-8001

AWARD DATE: January 1, 2015

PROJECT TITLE: TAPS Academy

In accordance with the provisions of the Title II Formula Grant Program of the Juvenile Justice and Delinquency Prevention Act of 1974 and subsequent amendments (42 U.S.C. 5601, ET. SEQ., as amended, Catalog of Federal Domestic Assistance 16.540), and on the basis of the approved application the Franklin County Board of Commissioners, as the duly authorized County Agency, hereby awards to the foregoing Subgrantee a Subgrant as follows:

Source of Funds	Amount	Percentage
Federal Fund – Award Amount	\$18,879.00	100.00%
Local Cash	\$0.00	0.00%
Other Cash	\$0.00	0.00%
Project Total	\$18,879.00	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 for the purposes and categories authorized by the Title II Formula Grant Program.

This Subgrant is subject to the statements as set forth in the final approved application and any revisions thereto, and to the certifications, terms and conditions set forth in the Application Guidelines, Subgrant Conditions, Standard Federal Subgrant Conditions and Special Conditions to this Subgrant.

This Subgrant shall become effective as of the award date, for the period indicated, upon return to the Franklin County Office of Homeland Security & Justice Programs of the award copy and Certificate of Non-Supplanting, executed on behalf of the Subgrantee in the spaces provided.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

President, Board of Commissioners

Michael B. Coleman, Mayor

Signature of Authorized Official

Name and Title of Official

SECURITY AND PRIVACY ASSURANCE

SUBGRANTEE: Columbus Department of Public Safety

SUBGRANT NUMBER: 13-JJ-DMC-8001

PROJECT TITLE: TAPS Academy

AWARD DATE: January 1, 2015

Does your organization collect criminal history record information on juveniles?

Yes ___ No ___

(If you answer "no" to this question, do not answer the next question.)

Does your agency have established policies to limit the dissemination of juvenile criminal history record information only to criminal justice agencies?

Yes ___ No ___

If you have such established policies, please describe or provide a copy of the policies for dissemination.

Signature of Authorized Official

Michael B. Coleman, Mayor

Name and Title of Authorized Official

CERTIFICATE OF NON-SUPPLANTING

SUBGRANTEE: City of Columbus

AWARD DATE: January 1, 2015

SUBGRANT NUMBER: 13-JJ-DMC-8001

AWARD AMOUNT-FEDERAL FUNDS: \$18,879.00

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 Franklin County Office of Homeland Security & Justice Programs before funds will be released to the Subgrantee.

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

Signature of Authorized Official

Michael B. Coleman, Mayor

Typed Name and Title of Official

Date of Signature

SPECIAL CONDITIONS

FY 2013 Title II Juvenile Justice and Delinquency Prevention Act Block Grant

1. Subgrantee is advised the policies of the Metropolitan County Criminal Justice Services Agency (MCCJSA)/Franklin County Office of Homeland Security & Justice Programs (OHS&JP) do not allow for the indefinite funding of programs. Therefore, the Subgrantee 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.
2. Subgrantee shall provide any project information, documents, or files that may be reasonably required for monitoring, evaluation, and audit purposes, to the MCCJSA/OHS&JP, Franklin County, or the Ohio Department of Youth Services on request.
3. For reporting purposes, the program start date will be the first day of the month in which program expenses are incurred. If a project is not operational within 60 days of the original start date of the subgrant period, the Subgrantee must report by letter to the OHS&JP the steps taken to initiate the project, the reasons for delay, and the expected start date. A project is considered operational if staff has been hired and funds obligated. If a project is not operational within 90 days of the original start date of the subgrant period, the Subgrantee must submit a second statement to the OHS&JP explaining the implementation delay. Upon receipt of the 90 day letter, the OHS&JP may cancel the project and redistribute the funds. The OHS&JP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90 day period. When this occurs, the appropriate subgrant files and records must so note the extension.
4. Subgrantee is responsible for promptly notifying the MCCJSA/OHS&JP 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/OHS&JP. Budget modifications may be made without prior OHS&JP authorization if the modification is less than ten percent (10%) of the total award amount provided there is no change in project scope and the modification does not involve equipment or indirect costs. No funds may be reallocated to a line item that is not included in the approved project budget without prior OHS&JP approval.
5. Subgrantee 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.

6. The OHS&JP may suspend funding or place on probationary status any project that the OHS&JP determines is not in compliance with the Federal Financial Guide or Special Conditions of this Subgrant award, or conditions of the contract for services. The Federal Financial Guide may be downloaded from the internet utilizing the following site: <http://www.ojp.usdoj.gov/financialguide/>. The OHS&JP shall promptly notify the Subgrantee of any suspension or probation in writing. Subgrantee shall implement corrective action recommended by the OHS&JP after receiving notice or face cancellation of the subgrant. The OHS&JP also reserves the right not to reimburse the Subgrantee for inadequately documented or unauthorized budget expenses.
7. The OHS&JP staff may conduct periodic visits to the locations where services are provided by the Subgrantee and to the administrative offices of the Subgrantee. As part of the monitoring process, the Subgrantee shall allow the OHS&JP staff to have access to clients participating in the program as well as staff being paid under the grant.
8. Subgrant certified assurances (Non-Supplanting, National Environmental Policy Act, Security and Privacy Assurance and Debarment) and the approved subgrant application are attached and are incorporated as part of this subgrant award.
9. Subgrantee shall submit quarterly reports of subgrant expenditures to the OHS&JP by the last day of the following month of each succeeding quarter in order to receive timely payments. The reporting format shall be prescribed by the OHS&JP.
10. The OHS&JP, at its discretion, may withhold subgrant payments to the Subgrantee where the Subgrantee is not fully complying with any reporting, audit, or other requirement of another subgrant administered by the OHS&JP.
11. The Subgrantee 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 OHS&JP 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.
12. The Subgrantee shall comply with all applicable provisions, standards, and requirements of the FY 2013 DMC Title II Formula Grant Program Funding Directives of the Juvenile Justice and Delinquency Prevention Act.
13. Any published materials relevant to the activities of this program shall recognize the Franklin County Board of Commissioners and identify the Ohio Department of Youth Services (ODYS) 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 Board of Commissioners and awarded by the Ohio Department of Youth Services.

“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 Department of Justice, ODYS or OHS&JP.”

14. Subgrantee shall comply with Department of Justice regulations regarding collection, storage, confidentiality, and dissemination of criminal history record information collected by J.J.D.P. subgrant recipients. These regulations are located in Chapter 1 of Title 28, Code of Federal Regulations, Sections 20.1 through 20.38, and 22.1 through 22.29.
15. Subgrantee must comply with the audit requirements of OMB Circular A-133 (Audits of Non-Profit Organizations). Agencies receiving \$500,000.00 or more in federal assistance (from all sources) must conduct an audit of federal grant funds received which complies with the provisions of this circular. Subgrantee shall provide a copy of such audit to the OHS&JP within 90 days of the issuing of the final audit report. In addition, the Subgrantee shall comply with any additional audit requirements that may be implemented by the OHS&JP or Franklin County.
16. In recognition of the non-supplanting provisions of Title II as amended, the Subgrantee is reminded that it will be required to certify and document that Federal funds made available to Franklin County will be used to increase and not to replace State or Local funds otherwise available for criminal justice programs. Certification can be achieved by completing the Certificate of Non-Supplanting (attached).
17. Subgrantee 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. Subgrantee 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).
18. 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 owner vehicles.
19. The Subgrantee shall submit to the OHS&JP a Security and Privacy Assurance Certification as described in, and in accordance with, 28 C.F.R. Section 22.23. Further, if non-conviction criminal history data are collected, the Subgrantee shall ensure that dissemination of records concerning proceedings related to the adjudication of a juvenile as delinquent or in need of supervision (or the equivalent) to criminal and non-criminal justice agencies, shall conform to the requirements of 28 C.F.R. Section 20.21, as incorporated into the Ohio Criminal History Record Information Plan (available at the Franklin County Sheriff's Office).
20. The Subgrantee must comply with the requirements of Section 223 (a) (16) and Section 229 of the J.J.D.P. Act, as amended, in regard to maintaining the confidentiality of youth receiving services under the Act. The Subgrantee must provide assurance that:

- Information about the recipients will not be disseminated without the individual's consent and knowledge;
 - Subgrantee will keep records in a secure area with controlled access;
 - Consent forms will include permission to disseminate information necessary for the effective evaluation of the project; and
 - Project reports or findings available for public dissemination will not contain the actual names of individual service recipients.
21. The policy of the Franklin County Office of Homeland Security & Justice Programs is not to make new awards to applicants who are not in compliance with the audit requirements.
22. Subgrantee 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.
23. Subgrantee is prohibited from engaging in acts of discrimination. By accepting the subgrant award, the recipient agrees to comply with all applicable federal and state laws.
- a) The Omnibus Crime Control and Safe Streets Act of 1968, as amended, which prohibits discrimination on the basis of race, color, national origin, religion, or sex, in Office of Justice Programs (OJP) and Office of Community Oriented Policing Services (COPS) funded programs or activities, and the implementing regulations. (42 U.S.C. § 3789d and 28 C.F.R. § 42.201 et seq.)
 - b) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in OJP and COPS funded programs or activities, and the implementing regulations. (42 U.S.C. § 2000d and 28 C.F.R. § 42.101 et seq.)
 - c) Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability in OJP and COPS funded programs or activities, and the implementing regulations. (29 U.S.C. § 794 and 28 C.F.R. § 42.501 et seq.)
 - d) Section 1407 of the Victims of Crime Act (VOCA), which prohibits discrimination on the basis of race, color, national origin, religion, sex, or disability in VOCA funded programs or activities. (42 U.S.C. § 10604)
 - e) Title II of the Americans with Disabilities Act of 1990, as it relates to discrimination on the basis of disability in OJP or COPS funded programs or activities, and the implementing regulations. (42 U.S.C. § 12132 and 28 C.F.R. Pt. 35)
 - f) Title IX of the Education Amendments of 1972, as it relates to discrimination on the basis of sex in OJP and COPS funded training or educational programs, and the implementing regulations. (20 U.S.C. § 1681 and 28 C.F.R. Pt. 54)
 - g) The Age Discrimination Act of 1975 as it relates to service discrimination on the basis of age in OJP or COPS funded programs or activities, and the implementing regulations. (42 U.S.C. § 6102 and 28 C.F.R. § 42.700 et seq.)

24. Subgrantee must comply with Title VI of the Civil Rights Act of 1964 by providing Limited English Proficient individuals with meaningful access to their programs and services. Providing “meaningful access” will generally involve some combination of oral interpretation services and written translation of vital documents. The Department of Justice’s Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons provides additional information for recipients about their Title VI obligations. This guidance includes a Four Factor Analysis, which recipients can use to determine what steps should be taken to provide meaningful access for LEP individuals. Numerous resources are available for subgrant recipients, including:
- What Federal Agencies and Federally Assisted Programs Should Know about Providing Services to LEP individuals
 - Self-Assessment Tool for Recipients of Federal Financial Assistance
25. Department of Justice regulations require recipients of financial assistance from the Office of Justice Programs (OJP) and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to the OJP’s Office for Civil Rights (OCR) for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to the OCR for review. Recipients who claim a partial or complete exemption from the EEOP requirement must complete an EEOP Certification Form and submit it to the MCCJSA/Franklin County Office of Homeland Security & Justice Programs.
26. The regulation, entitled “Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation, is codified at 28 C.F.R. part 38 and requires that organizations/agencies receiving federal financial assistance from the Department of Justice cannot discriminate against a program beneficiary, or prospective beneficiary, on the basis of religion or religious belief.
27. Subgrantee must read and understand Executive Order 2007-01S and the Ohio ethics and conflict of interest laws, and is prohibited from taking any actions inconsistent with those laws and Order. When services are provided through contractual agreements with outside agencies, the contractor must also comply with Executive Order 2007-01S. Failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the subgrant award and may result in the loss of other contracts or grants with the State of Ohio.