

## **CONTRACT**

This contract is entered into by and between the Franklin County Court of Common Pleas, Division of Domestic Relations and Juvenile Branch (hereinafter referred to as the Court) and City of Columbus Department of Public Safety (hereinafter referred to as the Contractor), for the Teen and Police Service Academy (TAPS), as set forth and described in Exhibit 1, attached hereto.

### **Background Information**

Pursuant to the provisions of Ohio Revised Code Section 2151.151, the Court desires to engage the Contractor and the Contractor agrees to accept such engagement, upon the terms and conditions of this Contract.

The Ohio Revised Code 307.86(J) exempts the Court from the competitive bid process for these services and the Court does not desire to bid the services at this time.

### **Provisions**

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the parties contained herein, it is agreed as follows:

#### **1. TERMS AND CONDITIONS**

##### **1.1 Term**

Upon final approval of this Contract and full execution of this Contract, the term of the Contract shall be in effect from December 1, 2016 to June 30, 2017, unless terminated earlier in conformance with the provisions of Section 6.7 below.

##### **1.2 Compensation for Services**

Pursuant to the terms and conditions of this Contract, the Court shall pay the Contractor a maximum of \$144,451.39 in two (2) quarterly installments.

The Court shall not be liable to Contractor for any expense paid or incurred by Contractor that exceeds the contract amount. The program budget supporting this contract is included as Exhibit 2 – Program Budget.

#### **2. SCOPE OF SERVICE**

##### **2.1 Services to be Performed**

The Contractor agrees to provide the services described in Exhibit 1, which is attached and incorporated herein by reference and made a part hereof as if fully set forth herein, and the Court agrees to pay for such services pursuant to the terms outlined in this Contract. The Contractor warrants that it possesses the necessary qualifications, expertise and experience to perform the described services.

#### **3. FINANCIAL**

##### **3.1 Invoice Format**

Contractor shall use Attachment A for submitting invoices to the Court.

##### **3.2 Invoice Submission**

Contractor shall submit an original invoices (no faxes or copies but e-mail invoices are acceptable) to the Court, Attention: Finance Department, 373 South High Street, 6<sup>th</sup> Floor,

Columbus, Ohio 43215-4598. Submit e-mail invoices to Drj\_Finance@fccourts.org. Invoices submitted via e-mail shall be submitted in a PDF format.

The Contractor shall submit to the Court quarterly invoices (see Attachment A) for the work performed under this Contract. The invoices shall be due to the Court within thirty (30) days of the quarter ending.

### **3.3 Invoice Adjustments and Retroactive Invoices**

Upon receipt of a proper invoice, the Court shall review the invoice for completeness. The Contractor authorizes the Court to adjust submitted invoices for computational or processing errors, incorrect rates, and audit by the Court without seeking written approval from the Contractor.

### **3.4 Invoice Payment**

The Court shall pay a properly submitted invoice within 45 days of receipt. The Court shall not be liable for payment of any invoices submitted beyond September 1, 2017.

The Court, at its discretion, may withhold payments to the Contractor where the Contractor is not fully complying with any reporting, audit, or other requirements of this contract.

### **3.5 Certificate of Available Funds**

Notwithstanding any other provision of this Contract, this Contract shall not be valid or enforceable unless sufficient funds are available from the State of Ohio, Department of Youth Services.

### **3.6 Records, Audits and Inspections**

The Contractor shall maintain independent books, records, documents, and papers involving transactions relative to the performance of this Contract which reflect all direct and indirect costs of any nature expended in the performance thereof. These records, books, documents, and papers shall be retained for seven (7) years from the later of final payment under the Agreement, unless the Court approves a shorter retention period, in writing, or closure of any outstanding audit. The Contractor may apply for such authorization after the fiscal year in which the final entry was made. At any time during normal business hours and as often as the Court may deem necessary, Contractor shall make available to the Court, for examination, all of its records with respect to all matters covered by this Agreement. The Court may audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

## **4. PROGRAM EVALUATION AND REPORTING**

### **4.1 Contract Management**

Subha Lembach is the designed Court's contract manager, and will work with the Contractor to ensure Contractor has an understanding of the work assignments and to provide any technical direction. Contractor shall direct all questions and concerns to the contract manager.

The Court will not exercise control or direction over the methods by which the Contractor performs the work functions, excepting that at all times the Contractor shall perform the work and functions in accordance with currently approved methods and practice in this professional specialty.

Contractor is responsible for promptly notifying the Court's contract manager of any changes in program or fiscal personnel, project budget, program activities or objective. Modifications to

program activities, objectives, or the project budget require prior written authorization by the Court's contract manager.

#### **4.3 Quarterly Reports**

The Contractor shall submit to the Court on a quarterly basis (September 30, December 31, March 31 and June 30) a narrative progress report detailing the number of youth served and the progress of the work performed under this Contract. These reports are due to the Court within thirty (30) days of the quarter ending.

#### **4.4 Annual Report**

The Contractor shall submit to the Court on or before July 31, 2017, an annual report detailing the number of youth served and outcomes measures, as described in Exhibit 1, of the work performed under this Contract.

#### **4.5 Fidelity to the Model Reports**

Not applicable to this contract.

#### **4.6 Report Submission**

Contractor shall submit Quarterly and Annual reports to the Court, Attention: Subha Lembach, 373 South High Street, 6<sup>th</sup> floor, Columbus, Ohio 43215-4598.

#### **4.7 Youth Progress Monitoring**

Not applicable to this contract.

#### **4.8 On Site Visits**

The Court, the State of Ohio, or a contracted evaluator of the Court shall be allowed access to review, discuss, observe and evaluate activities, program records, program staff and interview youth, families and project staff that are served or paid in whole or in part under this Contract.

#### **4.9 Other Reporting Requirements**

The Court reserves the right to request additional reports, to change report formats and requirements, or reporting methods at any time during the contract period. It is the responsibility of the Contractor to furnish the Court with reports or comply with changes as requested. The Court may exercise this right without a Contract amendment.

#### **4.10 Client Satisfaction**

The Court may periodically evaluate Contractors for client satisfaction by using survey methodology to clients who are or have received services. Contractor shall provide the Court with information that will support these periodic satisfaction surveys, and if necessary, assist with dissemination of the survey information.

### **5. PROVIDERS RESPONSIBILITIES**

#### **5.1 Employee Screening and Selection**

Not applicable to this contract.

#### **5.2 Transportation**

Not applicable to this contract.

#### **5.3 Religious Affiliations**

Not applicable to this contract.

6. **GENERAL TERMS**

**6.1 Nature of Contract**

The Contractor warrants that it possesses the necessary qualifications, expertise and experience to perform the described services and, except as otherwise provided herein, has obtained all authorizations, consents, approvals, orders, licenses, or registrations with any court or governmental authority to provide the facility and treatment to the youth referred to by the Court under this Contract.

**6.2 Subcontracting**

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may not use subcontractors for work under this Contract.

**6.3 No Use of Funds for Political Activity**

Contractor shall not use any funds provided under the Agreement for publicity or for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities or services.

**6.4 Governing Law/Venue**

This Contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.

**6.5 Modifications**

This Contract may be modified by mutual agreement of the Court and Contractor. Such modifications shall be in writing and signed by the Court and Contractor. No oral understanding or modifications shall be binding on the parties.

**6.6 Disclosure of Information**

Not applicable to this contract.

**6.7 Termination or Default**

Prior to the expiration of the term of this Contract, either party may terminate the Contract by providing written notice to the other party not to be less than thirty (30) days prior to the termination date. In the event of the Contractor's failure to provide any service described herein, the Court may, by written notice to the Contractor, allow the Contractor to correct the deficiency within ten (10) days (or such longer period as the Court may authorize in writing), before giving notice of termination. Termination pursuant to this paragraph will relieve either party of further obligation under this Contract, and Contractor shall have no cause of action against the Court except for a cause of action for non-payment of contract services rendered prior to the date of termination. In no event will the Court be obligated to pay for any services not actually performed by the Contractor.

Notwithstanding the above paragraph, if the Court finds that the Contractor used funds paid under this Contract for any purpose not consistent with the Agreement, the Court may immediately terminate this Contract, withhold future payments and/or demand a refund of the unauthorized disbursements.

#### **6.8 Indemnification**

Contractor agrees to release, indemnify, assume defense of, and hold the Court and Franklin County harmless from any and all claims, damages, judgments or liabilities which the Court may sustain or incur by reason of any breach of the terms and provisions of this Contract or arising out of or resulting from the acts or omissions of the Contractor, its officers, directors, employees, agents or assigns, in the performance of work required under this contract.

#### **6.9 Conflict of Interest**

No personnel of the Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Court in writing.

Thereafter, he or she shall not participate in any action affecting the work under this contract, unless the Court shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

#### **6.10 Entire Agreement; Waiver**

This Contract, when signed by both parties, contains the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This Contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party for any subsequent act in breach of or in default hereunder.

#### **6.11 Notices**

All notices, consents and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth on the signature page of this Contract or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

#### **6.12 Severability**

The provisions of this Contract are severable and independent, and if such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

#### **6.13 Anti-Discrimination Clauses**

Contractor warrants and agrees to the following:

That in the hiring of employees for the performance of work under the contract or any subcontract, Contractor shall not, by reason of race, color, religion, sex, sexual orientation, Vietnam-era veteran

status, age, handicap, 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 Contractor nor any of its subcontractors or any person acting on behalf of 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, Vietnam-era veteran status, age, handicap, national origin, or ancestry.

Contractor warrants that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in section 122.71 of the Ohio Revised Code. Annually, Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio civil rights commission and the minority business development office established under section 122.92 of the Ohio Revised Code.

**6.14 Warranty Against an Unresolved Finding for Recovery**

Ohio Revised Code (O.R.C.) §9.24 prohibits the Court from awarding a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this Agreement, Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24.

**6.15 Insurance Requirements**

Not applicable to this contract.

**6.16 Workers' Compensation**

Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law.

**6.17 Delinquent Personal Property Taxes**

Contractor certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

**6.18 Successors and Assigns**

Neither this Contract nor any rights hereunder may be assigned or transferred in whole or in part by either party, without the prior written consent of the other party.

**6.19 Independent Status of the Contractor**

The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

The Contractor shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

**6.20 Published Materials**


Any published materials relevant to the activities of this program shall recognize the Franklin County Court of Common Pleas, Division of Domestic Relations and Juvenile Branch as a funder of this program.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below.

City of Columbus, Department of Public Safety  
77 North Front Street  
Columbus, Ohio 43215

Franklin County Court of Common Pleas  
Division of Domestic Relations  
and Juvenile Branch  
373 S. High Street, 6<sup>th</sup> floor  
Columbus, Ohio 43215-4598

BY:

  
Ned Pettus, Jr.  
Director

Date

BY:

\_\_\_\_\_  
Kim A. Browne  
Administrative Judge

Date

Approved as to Form:  
Ronald J. O'Brien  
Prosecuting Attorney  
Franklin County, Ohio

\_\_\_\_\_  
Assistant Prosecuting Attorney

Date