

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 July 1, 2018 to June 30, 2019, 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 \$157,666 in four (4) 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

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.

Contractor shall submit an original invoice to the Court via e-mail. Invoices must be in PDF format as individual files, and sent to Drj_Finance@fccourts.org. The subject line of the e-mail must include the Contractor's name, services provided, quarter and year of service.

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, 2019.

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 five (5) 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 Semi-Annual Report

The Contractor shall submit to the Court a semi-annual report (December 31) a narrative progress report detailing the number of youth served and the progress of the work performed under this Contract. The report is due to the Court by January 31 2019.

4.4 Annual Report

The Contractor shall submit to the Court on or before July 31, 2019, 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 Semi-Annual and Annual reports to the Court, Attention: Subha Lembach, 373 South High Street, 6th 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

The Contractor agrees that in the hiring of employees for the performance of work under the contract Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That the Contractor or any person acting on behalf of Contractor, shall not, 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, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

All contractors who contract with the state or any of its political subdivisions for materials, equipment,

supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

6.14 Warranty Against an Unresolved Finding for Recovery

Not applicable to this contract.

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, 6th floor
Columbus, Ohio 43215-4598

BY:

 7/1/2018

Ned Pettus
Director

Date


BY:

 7.18.18

Kim A. Browne
Administrative Judge

Date

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

 13 July 18

Assistant Prosecuting Attorney

Date

SUBSIDY GRANT NARRATIVE

DUE JUNE 1, 2017 BY EMAIL TO LEANNE.SKEEN@DYS.OHIO.GOV

SUPPORT ACTIVITY

SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

REQUIREMENTS:

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

ACTIVITIES

Name of County	Franklin	Activity Start Date	9/1/2017
Local Activity Name	City of Columbus - TAPS		
Primary Service Location	Community		

Please Check Only One Support Service

- | | |
|--|--|
| <input type="checkbox"/> Screening-Assessment
<input type="checkbox"/> Drug Testing
<input type="checkbox"/> Transportation
<input type="checkbox"/> Volunteers | <input type="checkbox"/> Organized Community Activities
<input type="checkbox"/> Awareness
<input type="checkbox"/> Advocacy/CASA
<input checked="" type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible) |
|--|--|

TARGET POPULATION

Sex	Males/Females	Age Range	12-16
Race/Ethnicity	All-Non Specific	Estimated # to be Served	Youth 120 Family

ACTIVITY DESCRIPTION

Activity Description to Include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome
- 2.) The referral process for the activity
- 3.) Length, frequency, and duration of services
- 4.) How the activity determines success - (if applicable)

The short-term outcomes of TAPS are to reduce the social distance between Central Ohio teens and law enforcement through structured and established mentoring methods as well as to reduce the negative academic and disruptive behaviors of the teens participating in the program. The TAPS Academy program is an 11 week program primarily designed for at-risk teens who have shown a propensity for making bad decisions. The mentoring component between law enforcement officers and middle school teens helps inspire them use alternative ways of looking at situations and make better decisions. This program was initially developed and implemented in the City of Houston, Texas at the direction the Chief of Police with its stated goal of improving and reducing the social distance between teens and law enforcement. The program was successful in Houston and was brought here to Columbus in an attempt to implement it here. The City of Columbus is partnered with Columbus City Schools. The program was instructed at Independence and East High Schools in the past. During the 2016-2017 academic year, TAPS was implemented at Champion Middle School and Dominion Middle School. For the 2017-2018 year, TAPS will be implemented in four middle schools, with approximately 30 students at each middle school participating for a total of 120 youth served.

Exhibit 2

Salaries			
Title	Number of Hours	Hourly Rate	Total Amount
Officers working the program	3 hrs. per week, 2 session per week x 26 wks. x 10 officers	\$ 61.34	\$ 95,682.60
Salaries Total			\$ 95,682.60
Fringe Benefits			
Fringe Benefits	Annual Rate	Eligible Wage	Total Amount
Retirement Pension	21.00%	\$95,682.60	20,093.35
Health Insurance	NA	\$0.00	
Unemployment Compensation	NA	\$0.00	
Other (Medicare)	1.45%	\$95,682.60	1,387.40
Workers Compensation	2.25%	\$95,682.60	2,152.86
Fringe Benefits Total			23,633.60
Other Expenses			
Other Charges	Cost	Terms	Total Amount
Student Incentives and snacks	\$4,000.00		\$4,000.00
Student Polo Shirts	\$ 3,750.00		\$ 3,750.00
Other Expenses Total			\$ 7,750.00
Contracts and Purchased Services (Including Contract Services)			
Vendor	Number of Hours	Hourly Rate	Total Amount
Yvonne Jordan, Program Administrator	20 hrs. per week x 26 weeks.	Hourly Rate \$55	\$ 28,600.00
Use of the TAPS Academy Curriculum and ancillary support			\$ 2,000.00
Contracts and Purchased Services Total			\$ 30,600.00
Grand Total			\$ 157,666.00

EXHIBIT 2

NARRATIVE JUSTIFICATION

Salaries

Salaries include the cost associated with the officer mentors staffing the program. Each officer will be providing direct mentoring services to up to five students. The officers' goals are to encourage students to make better decisions, stay out of the juvenile justice system, and improve their life choices including attendance at school, avoiding drugs, and staying away from gangs. The salary total is for 10 officers total conducting two sessions per week for 26 weeks with each session lasting three hours. The hourly rate for the officers includes the overtime associated with staffing this program as a key component for the public is to ensure that officers are not taken off the street to support this program.

Fringe Benefits

The fringe benefits total is based on the mandated percentages from the union contract held by the City of Columbus and the Fraternal Order of Police. In order to use police officers for this program, Public Safety is required to pay the mandated percentages.

Other Expenses

Studies show that children who are hungry may express themselves poorly with respect to classroom behavior. In addition, children who are hungry may not be ready to learn or to respond positively to the instructors. Many of the children selected for this program come from low income families where food access and availability is a challenge. In order to ensure that the children who attend the program are not hungry, the program provides light snacks like a bag of chips and something to drink.

In addition, the program provides incentives for students including shirts as well as bracelet flash drives with important career resources and resource information for Columbus and Central Ohio. The resource information includes things like job services as well as where to obtain mental, physical, counseling, and other services. This particular line item also includes the celebratory graduation at the end of each program during which key city and community leaders, such as Mayor Coleman and Commissioner Marilyn Brown, inspire the youth to continue on a positive path. The expenses include recognition certificates, medals for each youth, as well as a cake, pizza, and other refreshments, to mark the occasion.

Contracts and Purchased Services (including Contract Services)

The program administrator plays a critical role in program implementation. She liaisons with the schools and schedules and attends every session. In addition, the program administrator is responsible for maintaining the integrity and fidelity of the program model, providing feedback and support to the officers mentoring the youth. She schedules all speakers and subject matter experts for the formal portion of the presentation. In addition, she organizes the community service project required by each youth to graduate from the program. The program administrator provides all infrastructure and administrative support for the program, from making copies to handling payroll and weekly debriefing with the officers and staff. The program administrator also coordinates the event planning aspects of the program including the graduations and snacks and incentives. The program administrator plays a critical role in working with the schools on identifying the kids eligible to participate as well as handling logistics and operations like school facility use. The program administrator also interfaces with the parents/guardians of the youth to ensure that the work of TAPs is supported at home as well as to secure permission on permission forms, etc.

This program was developed and is owned by the University of Houston. As such there are licensing costs as well as costs in using the developers of the program to train and provide fidelity to the model.

QUARTERLY INVOICE

Due 30th day of each month following calendar quarter end

Contractor's Name: City of Columbus, Department of Public Safety
 Remittance Address: 77 North Front Street
 Columbus, Ohio 43215
 Name of Program: TAPS

For the Period of (check the period that applies)
 07-01-18 to 09-30-18 01-01-19 to 03-31-19
 10-01-18 to 12-31-18 04-01-19 to 06-30-19

Budget Cost Categories	APPROVED BUDGET	EXPENDITURES 07-01-18 to 09-30-18	EXPENDITURES 10-01-18 to 12-31-18	EXPENDITURES 01-01-19 to 03-31-19	EXPENDITURES 04-01-19 to 06-30-19	TOTAL YTD EXPENDITURES
Salaries	\$ 95,682.60					\$ -
Fringe Benefits	\$ 23,633.60					\$ -
Other Costs (specify) Student Incentives	\$ 4,000.00					\$ -
Other Costs (specify) Student Polo Shirts	\$ 3,750.00					\$ -
Contract/Purchased Services (Vonnne Jordan)	\$ 28,600.00					\$ -
Contract/Purchased Services (TAPS Curriculum)	\$ 2,000.00					\$ -
TOTAL	\$ 157,666.00	\$ -	\$ -	\$ -	\$ -	\$ -

"I certify that the claims made to the Court for payment for purchased goods/services are for actual goods/services rendered for eligible and allowable program activities. The supporting documentation associated with this payment request, is being stored at our office and shall be made available for audit if required".

Designated Official Signature:

Print Name