

RESOLUTION APPROVING SUBSIDY GRANT AGREEMENT FOR ADULT PAROLE AUTHORITY SERVICES WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

WHEREAS, Kathy Thompson, Common Pleas Court Administrator, a grant agreement has been presented for approval by the Board of Commissioners with the Ohio Department of Rehabilitation and Correction (Ohio DRC), as follows:

Purpose: Provide funds to Ashtabula County for two (2) Adult Parole Authority positions, as the State of Ohio is not providing these parole services any longer.

Agency: Ohio Dept. of Rehabilitation and Corrections, 4545 Fisher Rd., Ste. D, Columbus, OH 43228

Amount: \$300,000 (\$150,000 per year)

Grant Period: effective when signed, funds are for FY 2022 and 2023

WHEREAS, the grant has been reviewed and it is found that such a grant is necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the above grant agreement be and is hereby approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-170

April 27, 2021

**RESOLUTION APPROVING SUBSIDY GRANT AGREEMENT FOR ADULT PAROLE
AUTHORITY SERVICES WITH THE OHIO DEPARTMENT OF REHABILITATION
AND CORRECTION, COMMON PLEAS**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT for ASHTABULA COUNTY
Adult Probation Department

THIS SUBSIDY PROBATION FUNDING GRANT AGREEMENT (hereinafter referred to as "Agreement"), pursuant to authority in Section 2301.32 of the Ohio Revised Code (hereinafter referred to as "RC"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Ashtabula County (hereinafter referred to as "Grantee"), located at 87 North Chestnut Street, Jefferson, Ohio. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS pursuant to RC 2301.32, as amended by H.B. 166, 133rd General Assembly, the Grantor is authorized to offer a county funding for probation services in lieu of an agreement for the Grantor to provide community control services, provided that the general assembly has appropriated sufficient funds for that purpose

WHEREAS, the purpose of this grant is to provide funds to Grantee to enable it to establish and operate full supervision for offenders under community control within its jurisdiction;

WHEREAS, Grantee herein accepts funds in lieu of the Grantor providing community control services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee a maximum amount of **Three Hundred Thousand dollars (\$300,000.00)** (hereinafter referred to as "Funds"), to be paid in up to eight equal installments of **\$37,500.00**. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

The program's tax identification number is 34-6000128.

2. Term: This Agreement is effective as of the signature date of this document and shall terminate on June 30, 2023. The Parties agree that upon the Grantee's previous acceptance of Funds, the Grantor discontinued all supervision duties for offenders under community control within its jurisdiction, to include but not limited to treatment in lieu, judicial release, diversion programs, or other probation supervision. The Parties further agree that Grantee has no obligation to provide community control services for the Grantor unless the Parties enter into a new agreement for Grantor to provide such services to Grantee.

3. Appropriation: Grantee understands that availability of Funds is contingent on appropriations made by the Ohio General Assembly's appropriation of the **Community Non-Residential Felony Programs subsidy (407)**. Furthermore, the obligations of the Grantor under this agreement are subject its

determination that sufficient funds have been appropriated by the General Assembly to the for the purposes of this agreement and certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

4. Termination: Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, **June 30, 2023**. Upon termination, Grantee may be required to refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

The parties further agree that any termination of this agreement does not allow the Grantor to re-initiate the provision of community control services to the Grantee unless the Parties enter into an agreement for Grantor to provide such services.

5. Staffing: None of the persons who will staff and operate the community control services, including those who are receiving some or all of their salaries from the Funds are not to be considered as employees of the Ohio Department of Rehabilitation and Correction.

6. Dispute Resolution: The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions shall attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If such a dispute or breach is not settled, the Grantee may engage the Grantor's Deputy Director of DPCS for dispute resolution.

7. Grant Manual: The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Probation Services Grant Financial Guidelines." These guidelines are attached hereto as Exhibit "A" and incorporated by reference herein. The Grantee shall determine a designee to serve as the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight, including monitoring and reviewing the expenditures of Funds every six months. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

8. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:

A. Expenditures:

- 1. Bi-annual Expenditure Report:** The bi-annual expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, shall include financial information for expenditures that relate to Program Services. This report shall be submitted thirty (30) days after the end of each bi-annual period per the probation services financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.

- 2. Final Expenditure Report:** The final expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, is due by **February 15, 2024**. The final year-end expenditure report shall be completed only when all grant funds have been completely expended, or by **February 15, 2024**.

B. Additional Information: Grantee shall cooperate with Grantor and provide any additional

information as may be required by Grantor in administering the grant program. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.

9. Compliance: All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor there is a financial or fiscal audit disclosure involving misuse of Funds.

10. Ohio Ethics and Conflict of Interests: Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

Grantee agrees to refrain from promising or giving to any ODRC employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Grantee further agrees that it will not solicit any ODRC employee to violate ORC 102.03, 2921.42, or 2921.43.

Grantee agrees that Grantee, nor its employees have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee's functions and responsibilities under this Agreement.

11. Finding for Recovery: The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.

12. Workers' Compensation: Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.

13. Equal Employment Opportunity: Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

14. Certification of Funds: It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.

15. Compliance with Laws: Grantee, in the execution of duties and obligations under this Agreement,

agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.

16. Drug Free Workplace: Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

17. Entire Agreement or Waiver: This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement 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 Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

18. Notices: All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

19. Headings: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

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

21. Controlling Law: This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

22. Successors and Assigns: Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

23. Prison Rape Elimination Act: If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.

24. Execution: This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions, DPCS

Cynthia Mausser

Cynthia Mausser
Deputy Director of DPCS

FOR THE GRANTEE:

[Signature] 4-27-21
County Commissioner Date

[Signature] 4-27-21
County Commissioner Date

[Signature] 4-27-21
County Commissioner Date

FOR THE GRANTEE:

County Executive Date