

**RESOLUTION APPROVING SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (TCAP) WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, ASHTABULA COUNTY COMMON PLEAS COURT- PROBATION DIVISION**

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

**Grantor:** Ohio Dept. of Rehabilitation and Correction, Bureau of Community Sanctions

**Purpose:** Provide funds to Ohio counties to effectively supervise, treat and hold accountable low-level, non-violent offenders, and at the same time safely reduce Ohio's prison population, hereinafter referred to as T-CAP.

**Amount:** \$234,486.50 during Fiscal Year 2022 payable in 4 payments, and \$234,486.50 during Fiscal Year 2023 payable in 4 payments.

**Grant Period:** effective when signed, Grantor's financial obligation ends June 30, 2024

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. 2021-287

July 27, 2021

**RESOLUTION APPROVING SUBSIDY GRANT AGREEMENT FOR TARGETED  
COMMUNITY ALTERNATIVES TO PRISON (TCAP) WITH THE OHIO DEPARTMENT  
OF REHABILITATION AND CORRECTION**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

**VOTE:**

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

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.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**  
*SUBSIDY GRANT AGREEMENT FOR - Targeted*  
*Community Alternatives to Prison*

THIS SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (hereinafter referred to as “Agreement”), pursuant to authority in Sections 2929.34 and 5149.38 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, Bureau of Community Sanctions, (hereinafter referred to as “Grantor”), located at 4545 Fisher Road Suite D, Columbus, Ohio and Ashtabula County (hereinafter referred to as “Grantee”), located at 25 West Jefferson St., Jefferson, Ohio. The Grantor and the Grantee are hereinafter collectively referred to as the “Parties” and separately known as the “Party”.

**WHEREAS**, the Grantee has submitted a grant application to the Grantor; and

**WHEREAS**, the Grantor is authorized, pursuant to RC 2929.34 and 5149.38 to determine and award grant funds to assist local governments under the Targeting Community Alternatives to Prison (hereinafter referred to as T-CAP) program, that is designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

**WHEREAS**, the purpose of this grant is to provide funds to Ohio counties to effectively supervise, treat and hold accountable low-level, non-violent offenders, and at the same time safely reduce Ohio’s prison population. The grantor reserves the right to amend the T-CAP grant program should a sufficient reduction in the prison population not be realized.

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

1. **Target Population:** The T-CAP Target Population associated with this grant are those fifth degree felony offenders who are prohibited from serving a prison sentence in an Ohio prison on or after July 1, 2018 as outlined in 2929.34 (B)(3)(c). Specifically, no person sentenced by a court of common pleas for a felony of the fifth degree shall serve the term in an institution under the control of the department of rehabilitation and correction (hereinafter referred to as “DRC”). This does not apply to any person to whom any of the following apply:
  - A. The felony of the fifth degree is an offense of violence, as defined in section 2901.01 of the Revised Code, a sex offense under Chapter 2907 of the Revised Code, a violation of section 2925.03 of the Revised Code, or any offense for which a mandatory prison term is required;
  - B. The person previously has been convicted of or pleaded guilty to any offense of violence, as defined in section 2901.01 of the Revised Code.
  - C. The person previously has been convicted of or pleaded guilty to any felony sex offense under Chapter 2907 of the Revised Code.
  - D. The person's sentence is required to be served concurrently to any other sentence imposed upon the person for a felony that is required to be served in an institution under the control of the DRC.

2. **Funds:** The Grantor awards to the Grantee a total amount up to **Four hundred sixty-eight thousand nine hundred seventy-three dollars (\$468,973.00)** (hereinafter referred to as “Funds”), to be paid in **eight** installments. 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 payments will be made in the following manner:

- Four payments totaling up to \$ 234,486.50 during Fiscal Year 2022
- Four payments totaling up to \$ 234,486.50 during Fiscal Year 2023

The program's tax identification number is 34-6000128. Grantee's total expenditures shall not exceed the Funds.

3. **Term:** This Agreement is effective as of the signature date of this document. The Grantor's financial obligation to the Grantee will end on June 30, 2023. Due to the Grantee's ability to use the funds and its requirements to continue to report on the spending of the funds, the grant term will end on June 30, 2024. Nothing in this agreement shall bind the state to any additional expenditures. Prior to the expiration of the initial term or any renewed term, and subject to an award of grant funds following Grantee's next grant cycle application made in response to Grantor's Community Correction Act Grant, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.

4. **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). If, at any time, the Grantor determines that state funds are insufficient to sustain existing or anticipated award levels, the Grantor may reduce, suspend, or terminate any allocation of funds provided by Grantor to Grantee as the Grantor determines appropriate. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the 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.

5. **Program Services:** As a recipient of Funds available through the Community Non-Residential Programs Subsidy, during the term of this Agreement, Grantee specifically acknowledges its obligation to implement and be responsible for the program services set forth in Grantee's Memorandum of Understanding (MOU), which constitutes part of this agreement. The MOU was created by Grantee in response to Grantor's Targeted Community Alternatives to Prison (T-CAP) solicitation. The Grantee is permitted to revise program services in its sole discretion so long as they follow the grant fiscal guidelines.

6. **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 shall 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.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition

for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

7. **Staffing:** None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Ohio Department of Rehabilitation and Correction.
8. **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 Managing Director of Courts and Community for dispute resolution.
9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Targeted Community Alternatives to Prison 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 each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
10. **Program Reporting:** The Grantee shall prepare and submit to the Grantor the following reports:
  - A. **Expenditures:**
    1. **Quarterly Expenditure Report:** The quarterly 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 quarter per the T-CAP 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 August 15, 2024. The final year-end expenditure report shall be completed only when all grant funds have been completely expended, or by August 15, 2024.
  - B. **Additional Information:** Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in carrying out an evaluation of the Program Services. 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.
11. **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 if any of the following circumstances apply:

- A. There is a financial or fiscal audit disclosure involving misuse of Funds.
- B. There is not a sufficient reduction in the prison population.

**12. 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.

- 13. 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.
- 14. 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.
- 15. Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
- 16. 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.
- 17. 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.
- 18. 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.

- 19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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

Cynthia Mausser  
Cynthia Mausser  
Managing Director of Courts and Community

**FOR THE GRANTEE:**

[Signature] 7-27-21  
County Commissioner Date

[Signature] 7-27-21  
County Commissioner Date

[Signature] 7-27-21  
County Commissioner Date

**FOR THE GRANTEE:**

\_\_\_\_\_  
County Executive Date