

Agreement

For FY2012 Juvenile Accountability Block Grant (JABG)

THIS Agreement made and entered into this day of _____, 2013 by and between the County of Cuyahoga, Ohio (The "COUNTY") and The City of Cleveland, Community Relations Department a Political subdivision of the State of Ohio with principal offices located at 601 Lakeside Avenue Cleveland Ohio 44114 (the "Provider") for the "Youth Community Diversion" Project.

WITNESSETH THAT:

WHEREAS, pursuant to the Juvenile Justice and Delinquency Prevention Act of 1974 (JJDP), (P.L. 93-415, as amended) and on the basis of the state Juvenile Justice Plan, the state of Ohio, through the Ohio Department of Youth Services (ODYS), has approved the use of funds for Juvenile Accountability Block Grant (JABG) program services for youth in Cuyahoga to be carried out in the County of Cuyahoga.

WHEREAS, the 2012 JABG grant funds were awarded to the COUNTY, for the County, and on behalf of community based agencies and other permissible agencies in Cuyahoga County, and the following documents consisting of Attachment 1, Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E are incorporated herein as part of this AGREEMENT:

- ODYS Standard Subgrant Conditions (Attachment 1)
- Program Summary and Detailed Budget (Exhibit A)
- Quarterly Programmatic Report (Exhibit B)
- Monthly Financial Reporting Form (Exhibit C)
- Budget Adjustment Form (Exhibit D)
- Monthly Performance Report (Exhibit E)

WHEREAS, it is necessary that the COUNTY and the Provider enter into a Agreement in order to carry out activities as set forth in the attached project summary and budget detail document (Exhibit A), which was included in the COUNTY application to the Ohio Department of Youth Services.

NOW, THEREFORE, the parties hereby agree as follows:

I. SCOPE OF SERVICES

The Provider will provide all services as set forth in the program summary and detailed program budget (Exhibit A), for the period of January 1 2013 through February 28, 2014 or as adjusted by approved formal request of a grant time period change, program modification or grant extension. Any changes in approved staff positions, including turnover within staff positions and their replacements, program focus, or deviations from the original application must be set forth in writing and shall be submitted to the COUNTY, as a formal correspondence required by the COUNTY prior to implementation. Additionally, the Provider specifically agrees to submit to the COUNTY in the form of quarterly programmatic report (Exhibit B) participant's involvement in the "Youth Community Diversion" Project. Failure to provide supporting documentation, which serves as evidence of program implementation may result in a suspension of payment to the Provider.

II. COMPENSATION AND METHOD OF PAYMENT

Payment shall be made by the COUNTY to the Provider on the basis of the approved program summary and budget (Exhibit A) hereto and made part of this Agreement. Invoices shall reflect the expenditures reported in the Monthly Financial Report form (Exhibit C) required of this Agreement, ODYS Standard Subgrant Conditions (Attachment 1). The Agency must list expenditures for costs listed in the approved budget for program activities. Payment shall be made within thirty (30) days following the receipt of the invoice, provided that the grant funds have been deposited with the COUNTY. Payment for services provided under this Agreement shall not exceed **Thirty Two Thousand Ten Dollars and Zero Cents (\$32,010.00)**.

Match Requirements

Agencies receiving JABG funding are required to provide a 10% cash match. Such expenses shall be incurred by the AGENCY in accordance with the approved Program Budget as set forth in the application. The matching share shall be hard cash deposited quarterly and obligated prior to the end of the project year. THE COUNTY reserves the right to deny payment requests on approved programs pending the receipt of documentation of the matching share. THE AGENCY shall set aside the required match of **Three Thousand Five Hundred Fifty Six Dollars and Sixty Seven Cents (\$3,556.67)** designated the "local share," as the matching share for the project. The AGENCY is obligated to provide the amount indicated as the "local share". The funding time

period for the "Youth Community Diversion" Project will be January 1 2013 through February 28, 2014.

Any changes or revisions to the approved budget must be submitted in writing, Budget Adjustment Form (Exhibit D), to the COUNTY thirty (60) days prior to the programs end date and require COUNTY approval.

The Provider shall comply with all standard grant conditions as set forth in the ODYS Standard Subgrant Conditions (Attachment 1).

III. RECORDS

To enable the COUNTY to periodically monitor the Provider's financial operations, records systems and procedures, the Provider shall submit to the COUNTY:

- A. The Monthly Financial Report form (Exhibit C) as soon as possible after the cost is available and not later than ten (10) days following the end of the period, when costs occurred, and a final financial report no more than 60 days after the program ends.
- B. Quarterly Program Reports (Exhibit B) shall be submitted by Provider fifteen (15) days following the end of each calendar quarter. A total of four (4) reports are required to maintain continuation program compliance.
- C. The Monthly Performance report shall be submitted by the Provider not later than ten (10) days following the end of the Month.
- D. Any changes in grant staff, any changes in program focus or deviation from the original application must be requested in writing and approved by COUNTY prior to implementation.

IV. ACCOUNTING AND REPORTING PROCEDURES

- A. Accounting procedures must conform to the Administrative and Fiscal requirements set forth in ODYS Standard Subgrant Conditions (Attachment 1).
- B. The COUNTY, OJJDP and the Comptroller General of United States, or any of their duly authorized representatives, shall have access for the purposes of audit and examination of any books, papers and records of the Provider that are pertinent to the subject grant.
- C. Final audits of JJDP projects shall be made by the Auditor of State at each level of local government in accordance with standard time schedule. Preliminary audits may be made by the Ohio Auditor of State, or its duly authorized representative. The Provider agrees to cooperate with Federal, State and local auditing, be it general, full-scope,

financial, compliance, performance, total entity, or other; in accordance with the Justice Assistance Act of 1984 and the JIDPA of 1974 (as amended), and its implementation requirements, Federal Government Accountability Office (GAO) reporting standards, and the applicable requirements of Federal OMB circulars A-102, A-110, A-128, A-122, A-129, A-73, A-21, A-133, 28 CFR PART 66, 28 CFR PART 33 and Executive Order 12372 (28 CFR PART 30). The agency is liable to the State of Ohio for the return of all unspent awarded funds or disallowed expenditures of the same as a result of an audit.

V. CUYAHOGA COUNTY HELD HARMLESS

The Provider agrees to indemnify and hold harmless (and at the COUNTY's request, defend) COUNTY elected officials, and all other persons or organizations cooperating in the conduct of the program, commonly known as the City of Cleveland "Youth Community Diversion" Project and their employees, agents, and officers (each of which persons and organizations is hereafter called "indemnities") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with injury (including death) or damage to any person or property resulting from or in any way connected with the performance or failure to perform obligations hereunder by the Provider and applies without limitation to injury or damage to third parties and COUNTY and its respective property.

VII. AVAILABILITY

None of the work or services covered by this Agreement shall be subAgreemented without the prior written approval from the COUNTY.

VIII. TERMS

This Agreement will enter into effect as of, and unless sooner terminated for cause, will terminate on February 28, 2014 unless otherwise extended and approved in writing by the COUNTY. The Provider shall request any such extensions or budget revisions in writing thirty (30) days prior to the expiration date of the Agreement.

IX. NON-DISCRIMINATION

The Provider agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental handicap or veteran's status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of

Labor in Title 41, part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the Provider.

X. TERMINATION

This Agreement shall terminate on the date stated above or after reasonable notice and opportunity to correct any substantial breach of this Agreement. The COUNTY reserves the right to reduce or cancel this Agreement. In addition, should ODYS disapprove the grant award or for any reason reduce or discontinue the grant of funds thereby causing the COUNTY to receive a lesser amount of funds than that specified herein and contemplated by this Agreement, then the COUNTY reserves the right to reduce or cancel this Agreement.

XI. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable law, any right or remedy which the COUNTY may have under this Agreement may be waived in writing by the COUNTY, if in the judgment of the COUNTY, this Agreement as modified, will still conform to the terms and requirements of the pertinent law.

XII. WHEN RIGHTS AND REMEDIES ARE NOT WAIVED

In no event shall the making by the COUNTY of any payment to the Provider constitute or be construed as a waiver by the COUNTY of any breach of covenant, or any default which may exist on the part of the Provider. This Agreement may be modified whenever any such breach or default exists and shall in no way impair or prejudice any right or remedy available to the COUNTY in respect to any such breach or default.

XIII. MODIFICATIONS

By mutual consent of the COUNTY and the Provider this Agreement may be modified whenever such modifications are deemed necessary. Any such modification to this Agreement shall be reduced to writing and signed by both parties.

XIV. Notices

Any reports, notices, invoices or communications required in this Agreement shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted below:

COUNTY:

**Attn: Manager
Cuyahoga County
Public Safety and Justice Services
Public Safety Grants
310 W. Lakeside, Suite 300
Cleveland, Ohio 44113**

IMPLEMENTING AGENCY:

**Mr. Blaine Griffin, Director, Community Relations Department
City of Cleveland
601 lakeside Avenue, Room 11
Cleveland, Ohio 44114**

Or such other address as the COUNTY may have designated by written notice to the Agency.

XIV. COMPLIANCE WITH THE LAW

The Provider agrees to provide the services of the program in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

XVI. ENTIRE AGREEMENT/AGREEMENT

This Agreement constitutes the full and complete expression of the Agreement between the parties and supersedes any prior or contemporaneous oral or written Agreement. This Agreement shall not be amended except by a written instrument signed by both parties.

XVII. ELECTRONIC AGREEMENT

By entering into this Agreement I agree on behalf of the submitting business entity, its officers, employees subAgreementors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

WITNESS WHEREOF, the COUNTY and the Provider have executed and delivered this Agreement as of the date first above written.

City of Cleveland,

BY: Blaine A. Griffin

Blaine Griffin, Director, Community Relations Department

COUNTY OF CUYAHOGA, OHIO:

Edward FitzGerald, County Executive

BY: Ed FitzGerald/apc

2013-05-16 11:06:41

Edward FitzGerald, County Executive