

CONTRACT
For 2013 Juvenile Accountability Block Grant

This contract made and entered into this day of _____, 2014 by and between the County of Cuyahoga, Ohio (the "COUNTY") and the City of South Euclid, Police Department, a political subdivision of the State of Ohio with principal offices located at 1349 South Green Road, South Euclid, Ohio 44121 (The "PROVIDER") for the 2013 Juvenile Accountability Block Grant "South Euclid Diversion Anti-Truancy Program" 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 County to be carried out in the County of Cuyahoga.

WHEREAS, the 2013 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 and Exhibit D are incorporated herein as part of this Contract:

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

WHEREAS, it is necessary that the COUNTY and the PROVIDER enter into a contract in order to carry out activities as set forth in the attached project summary and Detailed Budget (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 Attachment "I" (application, programmatic detail and approved budget) during the period March 1, 2014 through and including February 28, 2015, or as adjusted by approved formal request of a grant period change, program modification or grant extension. Any changes in approved staff positions, program focus, or deviations from the original application must be set forth in writing and approved by the COUNTY prior to implementation. Turnover within staff positions and their replacement should be reported in writing to the COUNTY.

II. COMPENSATION

A. REIMBURSEMENT

The COUNTY shall reimburse the PROVIDER for allowable expenses incurred in providing the above services, wholly out of funds granted by the Federal and/or State Government for the program. In no event shall compensation exceed **Seventeen Thousand Four Hundred fifty Four Dollars and Zero Cents (\$17,454.00).**

B. MATCH REQUIREMENTS

Such expenses shall be incurred by the PROVIDER in accordance with the approved Program Budget as set forth in Attachment I. The matching share required must be deposited or committed by the termination of the grant. The COUNTY reserves the right to deny payment requests on approved programs pending the receipt of documentation of the matching share. The PROVIDER shall document use of the required match in the financial report as defined in section VI.

III. METHOD OF PAYMENT

The COUNTY shall make payment to the PROVIDER on the basis of the approved Program Budget as set forth in Attachment I. Invoices shall reflect the expenditures reported in the Monthly Financial Report Form (Exhibit C) required in Section VI of this CONTRACT. Monthly Financial Reporting will be required during the grant period. Reimbursement for expenditures shall be made within Forty Five (45) days after receipt by the COUNTY of a financial report detailing expenses incurred, provided that the funds for the project have been deposited with the COUNTY. In no event shall any expenditure by the PROVIDER be reimbursed unless said expenditure is included in the schedule of expenses and proper documentation attached. The COUNTY may withhold reimbursements if the PROVIDER has been found and notified of non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions.

IV. GRANT CONDITIONS

The PROVIDER shall comply with all special and standard grant conditions as set forth in the ODYS Standard Federal Sub Grant Conditions Handbook (Exhibit A) which was part of the application packet and set forth additional grant conditions. This document is incorporated by reference and made part of this Contract.

V. AUDITS

A. AUDITS

The COUNTY, the Ohio Department of Youth Services and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of the PROVIDER that are pertinent to the subject grant. The COUNTY shall provide the PROVIDER with three (3) days advance written notice of intent to audit.

B. FINAL AUDITS

Final audits of criminal justice projects shall be made by the Auditor of State at each level of local government in accordance with standard time schedules. The Ohio Department of Youth Services or its duly authorized representative may make preliminary audits. The PROVIDER agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full-scope, financial, compliance, performance, total entity, or other, in accordance with the State of Ohio Department of Youth Services Standard Federal Sub Grant Conditions Handbook Chapter 20, and the applicable requirements of Federal OMB Circulars A-102, A-110, A-122, A-21 and A-27. The

COUNTY shall provide the PROVIDER with three (3) days advance written notice of intent to audit. The PROVIDER is liable to the State of Ohio for the return of all unspent awarded funds or disallowed expenditures as a result of an audit.

VI. REPORTING REQUIREMENTS

A. FINANCIAL REPORTS

The PROVIDER shall furnish to the COUNTY by the tenth (10th) day after the end of each month, a Monthly Financial Report Form (Exhibit C) accompanied with back-up documentation describing expenditure of funds. The Monthly Financial Report Form is attached hereto and incorporated by reference herein as Exhibit C.

B. PROGRAM REPORTS

Program Reports shall be submitted as prescribed by the COUNTY.

1. Quarterly Programmatic Report (Exhibit B) - summarizing project progress in performance measures as indicated in the grant application.

VII. NOTICES

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

COUNTY: Cuyahoga County Department of Public Safety and Justice Services,
Public Safety Grants
310 W. Lakeside Avenue – Suite 300
Cleveland, Ohio 44113
ATTN: Manager

PROVIDER: Kevin Nietert, Chief
South Euclid Police Department
1349 South Green Road
South Euclid, Ohio 44121

or at such other address as the COUNTY may have designated by written notice to the PROVIDER.

VIII. TERMINATION

A. CANCELLATION

This CONTRACT shall terminate on the date stated in Section X or after reasonable notice and opportunity to correct any substantial breach of this CONTRACT. In addition, should the Ohio Department of Youth Services 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 CONTRACT then the COUNTY reserves the right to reduce or cancel this CONTRACT.

B. VIOLATION

This Contract may be terminated for failure to meet the terms of this Contract or the failure of the program to meet its stated objectives. The COUNTY will set forth in writing the violation(s) and will state the corrective actions required. The failure to implement the corrective action(s) may cause reimbursement to be delayed, and/or the termination of the program.

C. CONDITIONS

The implementing Provider has the right to request an extension of time that modifies the original time period of this project provided funds are not expended within the designed time period of this Contract and upon approval by the Ohio Department of Youth Services.

The County shall amend the time period provided a request for same is received sixty (60) days prior to the end of this Contract of financial reporting by the implementing Provider infers same. An extension shall be granted by the county on a project need basis until the expiration of the amended grant award period.

IX. APPEAL

The PROVIDER may request a budget revision, grant period change, program modification, or grant extension, provided such written requests are:

A. in the proper format, and

B. submitted 60 days prior to the expiration of this Contract.

The COUNTY may approve or disapprove the request, and will render a decision in writing. Should the County deny a budget revision, grant period change, program modification, or grant extension, this denial will be final.

X. TERM

This Contract will enter into effect as of 03/01/2014, and unless sooner terminated for cause, will terminate on 2/28/2015, or as provided in "I. Scope of Services."

XI. 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 disability or veteran 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.

XII STANDARD CONTRACT LANGUAGE

A. Insurance Requirements

Items (1), (2), & (3) are required for ALL contracts. Items (4)-(11), are to be included in particular contracts on an as-needed basis depending on the goods or services provided by the contractor.

Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability outlined below with respect to products, services, work and/or operations performed in connection with this Contract:

The Contractor shall procure, maintain, and pay premiums for the following forms of insurance:

- 1) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

- 2) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- 3) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

- 4) Umbrella/Excess Liability Insurance with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in Section 1.3 (a)-(c).

- 5) All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use by Contractor.
- 6) Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

- 7) Pollution Legal Liability Insurance (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

- 8) Liquor Liability Insurance with a limit of liability not less than:

\$1,000,000 per occurrence;
\$1,000,000 aggregate.

- 9) Aviation Liability Insurance covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:

\$10,000,000 per occurrence;
\$10,000,000 aggregate.

- 10) Marine Liability Insurance covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:

\$5,000,000 per occurrence;
\$5,000,000 aggregate.

- 11) Builders Risk Insurance on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

B. Requirements for All Insurance Coverage

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
 - i) Thirty (30) days prior notice of cancellation or material change;
 - ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverage's and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
5. The County reserves the right to require insurance coverage's in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverage's required herein is in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

XII Governing Law/Jurisdiction

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XIV Annual Appropriations

For contracts in excess of \$50,000:

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

XV Electronic Signature

The Contractor agrees on behalf of the submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, that all contract 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 is that signature was manually affixed to a paper version of the document. The contractor also agrees on behalf of the aforementioned entity and persons, to be bound by the provisions of Chapter 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.

XVI. ENTIRE CONTRACT

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

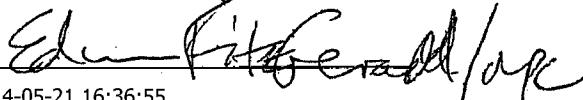
IN WITNESS WHEREOF, the COUNTY and PROVIDER have executed and delivered this Contract as of the date first above written.

South Euclid Police Department

BY: 

Kevin Nietert, Chief

County of Cuyahoga, Ohio County Executive

BY: 

2014-05-21 16:36:55

Edward FitzGerald, County Executive