



**Department of Justice (DOJ)  
Office on Violence Against Women**

**Grant**

**1. RECIPIENT NAME AND ADDRESS (Including Zip Code)**

County of Cuyahoga  
2079 East 9th Street Suite 5-200  
Cleveland, OH 44115

**4. AWARD NUMBER:** 2020-WE-AX-0017

**5. PROJECT PERIOD: FROM** 10/01/2020 **TO** 09/30/2023

**BUDGET PERIOD: FROM** 10/01/2020 **TO** 09/30/2023

**6. AWARD DATE** 09/08/2020

**7. ACTION**

**8. SUPPLEMENT NUMBER**  
00

**Initial**

**2a. GRANTEE IRS/VENDOR NO.**

346000816

**2b. GRANTEE DUNS NO.**

040834116

**9. PREVIOUS AWARD AMOUNT** \$ 0

**3. PROJECT TITLE**

Cuyahoga County seeks to improve its response to domestic violence through increased use of risk assessment tools and targeted enforcement of warrants related to high risk domestic violence cases.

**10. AMOUNT OF THIS AWARD** \$ 824,800

**11. TOTAL AWARD** \$ 824,800

**12. SPECIAL CONDITIONS**

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

**13. STATUTORY AUTHORITY FOR GRANT:**

This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)

**14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)**

16.590 - Improving Criminal Justice Responses Grant Program also known as the Arrest Program

**15. METHOD OF PAYMENT**

GPRS

**AGENCY APPROVAL**

**GRANTEE ACCEPTANCE**

**16. TYPED NAME AND TITLE OF APPROVING OFFICIAL**

Laura L. Rogers  
Principal Deputy Director

**18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL**

Alex Pellom  
Director

**17. SIGNATURE OF APPROVING OFFICIAL**

*Laura L. Rogers*

**19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL**

*Alex Pellom*

**19A. DATE**

9-10-2020

**AGENCY USE ONLY**

**20. ACCOUNTING CLASSIFICATION CODES**

21. W420D00032

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	A	W4	29	00	00		824800



**AWARD CONTINUATION  
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*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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4. Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

6. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

7. Unreasonable restrictions on competition under the award; association with federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.



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8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

11. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

12. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



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13. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.



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18. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

24. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

25. Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.





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26. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

27. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

28. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

29. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from OVW.

30. Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

31. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.



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32. Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

33. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

34. Termination or suspension for cause

The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

35. Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Future awards may be withheld if reports are delinquent.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the DOJ grants system, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

36. Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports to OVW through the DOJ grants system using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.



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37. Program income

Program income, as defined by 2 C.F.R. 200.80, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Adjustment Notice (GAN) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAN must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAN by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

38. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

39. Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval, via Grant Adjustment Notice (GAN), any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

40. Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

41. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.



**AWARD CONTINUATION  
SHEET**  
**Grant**

PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

42. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

43. Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

44. Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a Grant Adjustment Notice (GAN) and attach a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

45. Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.



PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

46. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

47. Required SAM and FAPIIS reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

48. Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. § 10461(c).

49. Limitation on use of funds for direct legal representation

The recipient agrees not to use grant funds to provide legal representation in civil or criminal matters, such as family law cases (divorce, custody, visitation, and child support), housing cases, consumer law cases and others. Grant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may affect the victim's ability to maintain safety (such as U visas).

50. Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.



Department of Justice (DOJ)  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Grant**

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PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

51. Conditional clearance with release of TA funds

The recipient's budget is pending review and approval. The recipient may obligate, expend, and draw down only funds for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds, in which case the condition prohibiting any obligation, expenditure, or drawdown of funds will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the GAN when the budget is approved.

52. Withholding of funds pending completion of prior award under the same program

The recipient acknowledges that it has a prior award under the same OVW grant program from which this new award is being made. The recipient may obligate, expend, and draw down from this award only funds for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events. The recipient agrees not to obligate, expend, or draw down any additional funds from this award until all funds are expended on its prior OVW award from this same program. If the recipient needs to obligate, expend, or draw down additional funds from this award prior to the completion/expiration of the prior award, it must submit a written request to its program manager for review and approval. Once the request is approved, a Grant Adjustment Notice (GAN) will be issued allowing the recipient access to funds.

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**Department of Justice (DOJ)**

*Office on Violence Against Women*

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Washington, D.C. 20531

**Memorandum To:** OVW Award Recipient  
**From:** Marnie Shields, Attorney Advisor  
**Subject:** Categorical Exclusion for County of Cuyahoga

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (referred to as the Improving Criminal Justice Responses Program) encourages state, local, and tribal governments, and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system.

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:

1. New construction.
2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.

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Department of Justice (DOJ)  
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

Grant

PROJECT NUMBER  
2020-WE-AX-0017

PAGE 1 OF 1

This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)

1. STAFF CONTACT (Name & telephone number)

Amanda Wilson  
(202) 598-0142

2. PROJECT DIRECTOR (Name, address & telephone number)

Jill A. Smialek  
Manager  
2079 East 9th Street  
Suite 5-200  
Cleveland, OH 44115  
(216) 443-7347

3a. TITLE OF THE PROGRAM

OVW FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Cuyahoga County seeks to improve its response to domestic violence through increased use of risk assessment tools and targeted enforcement of warrants related to high risk domestic violence cases.

5. NAME & ADDRESS OF GRANTEE

County of Cuyahoga  
2079 East 9th Street Suite 5-200  
Cleveland, OH 44115

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 824,800

10. DATE OF AWARD

09/08/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program is authorized by the Violence Against Women Act, as reauthorized, codified at 34 U.S.C. 10461-10465, and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of this program is the creation and enhancement of a coordinated community response that brings together criminal justice agencies, victim service providers, and community organizations that respond to domestic violence, dating violence, sexual assault, and stalking.

Cuyahoga's County, in collaboration with its non-profit, non-governmental victim service provider partner the Domestic Violence and Child Advocacy Center, will use this new award to enhance services for victims of domestic violence at high-risk for lethal assault. Specifically, this project will: 1) support a targeted effort



to enforce warrants within the City of Cleveland; and 2) expand the use of risk assessment tools in the suburban police departments.

The timing for performance of this award is 36 months.

CA/NCF

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**County of Cuyahoga, Ohio**  
**Public Safety & Justice Services, Witness Victim Service Center**  
**OVW Fiscal Year 2020**  
**Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual**  
**Assault, and Stalking Grant Program**

**Project Narrative**

**Section One: Purpose of Application**

***A. Community Need***

From 2013 through 2019, Cuyahoga County was a collaborative partner in the Domestic Violence Homicide Prevention Demonstration Initiative led by the Office on Violence Against Women. Through this initiative, Cuyahoga County was selected to implement a Domestic Violence High Risk Team (“HRT”) in certain police districts within the City of Cleveland. As a result, Cleveland saw a clear reduction in intimate partner homicides. In the two police districts in which the HRT model was implemented, there was a 62% decrease in intimate partner deaths per year. In addition, there was a 54% decline in intimate partner related deaths each year (this includes perpetrator deaths and bystander or new-partner deaths).

Given this success and following a community inventory, Cuyahoga County recognized the need to assist Cleveland in continuing to fine tune its vastly improved response to domestic violence, while simultaneously expanding best practices and lessons learned through the demonstration initiative into the suburban communities that make up the balance of the county. Cuyahoga County’s Department of Public Safety and Justice Services, through its Witness Victim Service Center (WVSC) proposes to enhance services for victims of domestic violence who are at high risk for lethal or near lethal assault through a targeted effort to enforce warrants in the City of Cleveland, and expansion of the use of risk assessment tools in suburban police departments. WVSC is joined in this proposal by a local domestic violence service provider, the

Domestic Violence and Child Advocacy Center (“DVCAC”), and the City of Cleveland Division of Police (“Cleveland Police”).

**B. Community to be Served**

This dual-focused project will serve all of Cuyahoga County. The population of Cuyahoga County was estimated through the American Community Survey in 2018 to be 1,243,857. Cuyahoga County is the second most populous county in the state of Ohio. 63.6% of Cuyahoga County’s residents are White, while 30.5% are Black or African American. 3.4% are Asian and 2.3% identify as more than one race. 6.2% are Latino. Overall, 17.9% of Cuyahoga County’s residents live at or below the federal poverty level.

The figures below show Cuyahoga County’s location within the State of Ohio (marked in red), and the numerous municipal boundaries within Cuyahoga County.



Cuyahoga County is anchored by the City of Cleveland. The American Community Survey in 2018 estimated Cleveland had a population of 383,793. Of those residents, 49.6% are Black or African American and 39.8% are White. 2.5% are Asian and 4.2% of the population identifies as more than one race. 11.6% of Cleveland’s population identifies as being Hispanic or

Latino. Economic stressors are high: 34.6% of persons live at or below the federal poverty level, and median income is well below that of the State of Ohio (\$29,008 versus \$54,021).

### ***C. Office on Violence Against Women Purpose Area***

This proposal falls squarely within two of the purpose areas articulated by the Office on Violence Against Women. They are as follows:

- **Purpose Area Number Three:** “To centralize and coordinate police enforcement, prosecution, and judicial responsibility for domestic violence, dating violence, sexual assault and stalking cases in teams or units of police officers...” *WVSC will address this purpose area by working with Cleveland Police to prioritize enforcement of warrants related to high risk domestic violence cases, in coordination with the already established High Risk Team.*
- **Purpose Area Number 16:** “To develop and promote state or local legislation and policies that enhance best practices for responding to the crime of domestic violence, including the appropriate treatment of victims.” *WVSC will address this purpose area by partnering with DVCAC to coordinate training on risk assessment tools and risk factors in suburban police departments. This will entail creating or substantially revising policies, procedures, and forms to include risk factors and inclusion of risk assessment outcomes when determining bail and bond, and court supervision methods.*

Finally, while we are not seeking to plan for a new high risk team, we will address Purpose Area Number 22 in part by increasing the use of the Danger Assessment for Law Enforcement (DA-LE) risk assessment tool across the county and expanding existing programming under the HRT.

***D. Office on Violence Against Women Priority Area, Program Specific Priority Area, and Statutory Priority***

This proposal specifically addresses **Priority Area 1** articulated by the Office on Violence Against Women: “To reduce violent crime against women and promote victim safety through investing in law enforcement and increasing prosecution.” WVSC address this Priority Area through Purpose Area 3 and coordinated efforts to increase warrant enforcement.

This proposal does not address a Program Specific Priority Area because it does not target sexual assault crime. However, this proposal does address the **Statutory Priority** of funding communities that have demonstrated a commitment to strong enforcement of laws and prosecution of cases involving domestic violence, dating violence, and stalking. In short, WVSC can put forth a proposal such as this one because of its long relationship with the Office on Violence Against Women and the incredible value added to our community as a result of participation in the Domestic Violence Homicide Prevention Demonstration Initiative. WVSC and its partners are well versed in best practices for high risk domestic violence cases and desires to spread these practices into new communities, while continuing to fine tune law enforcement practices within Cleveland.

***E. Problem to Be Addressed & Project Need***

The problem to be addressed through this grant proposal is the observed need to implement best practices in addressing high risk domestic violence throughout Cuyahoga County. As such, WVSC proposes expanding certain activities already piloted locally through the federally funded Domestic Violence Homicide Prevention Demonstration Initiative, while also targeting gaps in services identified by sustaining the work of the demonstration initiative. This includes a widescale training initiative on risk factors and risk assessment tools for

suburban police departments, and a targeted warrant enforcement campaign within the City of Cleveland.

Demonstrating the need to spread best practices into additional suburban areas is the fact that Cuyahoga County has a significant level of domestic violence. In 2018, the Ohio Attorney General reported that Cuyahoga County registered 2,477 domestic violence cases. This figure does not include the City of Cleveland, which adds an additional 5,602 investigations. It is estimated that 84% of victims are female, 68% are African American, and the overwhelming majority is in their twenties. Based on these figures, Cuyahoga County's rate of domestic violence surpasses that of Franklin County, which is the largest county in Ohio. In 2018, Franklin County had 3,481 cases with 2,230 in its county seat, Columbus.

Complicating this is the large number of independent jurisdictions within Cuyahoga County. The County has fifty-nine distinct cities, townships and villages, each with their own police department. Ten additional, independent law enforcement agencies patrol public housing, transit, hospital campuses, school and college campuses and special districts within the City of Cleveland. All totaled, there are nearly sixty law enforcement agencies in Cuyahoga County. In addition, there are thirteen different municipal (misdemeanor) courts, as well as several mayors' courts. This fractured law enforcement model leads to large variances in how domestic violence is handled from one city to the next.

There are no suburban police departments currently using a risk assessment tool. Police in suburban departments have not had the opportunity to engage in the same large-scale training and policy development as Cleveland has, further driving variances between communities in their responses to domestic violence. And, despite immense investment from the U. S. Department of Justice and Cuyahoga County, the City of Cleveland's Division of Police still

requires additional resources to effectively enforce warrants related to high risk domestic violence cases. Without a targeted campaign to enforce these warrants, many of them will pend for months or years.

***F. Current and Prior Efforts to Prevent and Reduce Domestic Violence, Identification of Gaps in Service and Non-Duplication of Efforts***

Cuyahoga County is home to a robust response to domestic violence, sexual assault, stalking and related crimes. Multiple agencies, both public and private, work in concert to leverage resources and establish innovative programming so that a victim’s experience is more coordinated, and his or her safety is better protected. Victim advocates from WVSC provide victim advocacy, independent from both police and prosecutors, in the City of Cleveland (misdemeanor) and the Cuyahoga County Court of Common Pleas (felonies). The Domestic Violence and Children Advocacy Center (“DVCAC”) augments WVSC’s services by providing victim advocacy in suburban municipal courts. DVCAC also provides shelter, counseling, and support groups.

Additional notable initiatives include the opening of a comprehensive Family Justice Center, participation in the national Domestic Violence Homicide Prevention Demonstration Initiative, an existing vertical prosecution model in the City of Cleveland addressing intimate partner violence with specialized detectives, advocates, prosecutors, and a dedicated court docket, and various court improvement grants addressing domestic violence in civil proceedings.

The Cleveland Municipal Court, in partnership with the Cuyahoga County Medical Examiner convenes a monthly domestic violence fatality review committee. A protection order registry is in its final stages of development and will be complete by the middle of 2020, allowing police officers across the county to review digital images of all protection orders from

their zone cars. Additionally, Cuyahoga County is a leader in examining the whole family when issues of domestic violence, sexual assault, or stalking arise, as evidenced by the creation and implementation of multiple programs to address the needs of children exposed to violence.

Because of the wide array of services and initiatives, coordination and communication are essential. A Domestic Violence Taskforce meets monthly and includes representatives from suburban and city police, victim service providers, probation officers, medical personnel, judicial officers, misdemeanor and felony prosecutors, civil legal service providers, and more.

Discussion topics help decision makers understand where tighter coordination or policy changes are needed. Such collaboration is essential to avoiding duplication.

Likewise, the activities proposed herein build on top of the HRT activities already in place, ensuring there will be no duplication. WVSC and DVCAC have a long history of working together and will continue to do so. The HRT will continue to meet, and the cases examined by the HRT drive the identification of the warrants to be targeted for enforcement. Likewise, WVSC and DVCAC will work together to coordinate risk assessment tool training in the suburban police departments. Bi-weekly meetings between the personnel assigned to this project will guarantee maximum coordination and communication.

## **Section Two: What Will Be Done**

### ***A. Approach to Addressing the Need and Performance Management***

To promote best practices and target specific needs identified through the HRT, WVSC proposes a widescale training initiative on risk factors and risk assessment tools for suburban police departments, and a targeted warrant enforcement campaign within the City of Cleveland.

To coordinate training efforts in the suburbs of Cleveland, WVSC will rely on the relationships already built by DVCAC, as DVCAC currently provides victim advocacy within



the suburban municipal courts. DVCAC has already had conversations with suburban locations as well as with national technical assistance providers to begin to train specific communities in the use of the DA-LE. This proposal will supplement those efforts to enter more communities in a shorter period of time.

WVSC will also capitalize on its ongoing relationship with the Cleveland Police to prioritize enforcement of warrants associated with high risk domestic violence cases. Because Cuyahoga County will continue to convene the HRT and will provide victim advocacy on all cases, it is well positioned to assist Cleveland in assembling a list of warrants that should be prioritized for enforcement.

In addition to semi-annual reporting required by the Office on Violence Against Women, WVSC will hold itself accountable by tracking data associated with high risk warrant enforcement. If funded, a High Risk Team Captain will be added to the staff at WVSC and will be responsible for tracking warrants. This individual will also coordinate the activities of the HRT, will assemble agendas, and will track the outcomes of the cases addressed by the HRT. DVCAC will track the number of trainings held in suburban police departments, the number of police officers trained, and the rate at which danger assessments are used in police reports and incorporated into bail and bond decisions once a case is before a judge.

In summary, the following factors will be considered as measures of success:

1. Number of trainings held
2. Number of police officers trained
3. Number of risk assessments (DA-LEs) collected
4. Number of high risk DA-LEs incorporated into court proceedings
5. Number of warrants sent to Cleveland Police for prioritized enforcement

6. Number of prioritized warrants successfully enforced

**B. Goals, Objectives, Activities**

Below is a chart that depicts the goals, objectives, and activities that will assist Cuyahoga County in implementing best practices countywide, while also targeting specific areas for improvement within the City of Cleveland.

Goal	Objectives	Activities	Responsible Party
<p>Improve domestic violence response within suburban police departments</p>	<ul style="list-style-type: none"> <li>• Implement widescale training on domestic violence risk factors in suburban communities</li> <li>• Obtain technical assistance from national provider to implement use of DA-LE in suburban police departments</li> </ul>	<ul style="list-style-type: none"> <li>• Engage with national technical assistance provider to train on the DA-LE</li> <li>• Approach suburban police departments to gauge interest in adopting risk assessment tools and obtaining training on risk factors: target up to two new communities each year for a total of six communities</li> <li>• Work with interested police departments to revise policies, procedures and forms.</li> <li>• Seek approval of policies, procedures and forms from technical assistance provider and/or Office on Violence Against Women to ensure</li> </ul>	<ul style="list-style-type: none"> <li>• Domestic Violence &amp; Child Advocacy Center will be the lead provider on this goal area. WVSC will participate in training efforts.</li> </ul>

		<p>compliance with all regulations</p> <ul style="list-style-type: none"> <li>• Schedule and conduct training on risk factors and risk assessment tools</li> <li>• Monitor progress in adopting and using the form; collect statistics</li> </ul>	
<p>Increase warrant enforcement within the City of Cleveland</p>	<ul style="list-style-type: none"> <li>• Implement a warrant enforcement campaign for warrants associated with high risk cases in the City of Cleveland</li> </ul>	<ul style="list-style-type: none"> <li>• Hire a High Risk Team Captain to monitor all cases under the HRT</li> <li>• Create a prioritized list of warrants for enforcement based on the monitoring performed by the High Risk Team Captain</li> <li>• Forward list on a weekly basis to the enforcement unit of Cleveland Division of Police (Neighborhood Impact and Community Engagement / "N.I.C.E.")</li> <li>• Monitor enforcement success rates</li> <li>• Work with HRT to identify additional gaps in service or response</li> </ul>	<p>WVSC's High Risk Team Captain will perform all duties related to identification of priority warrants, communication with Cleveland Division of Police, and monitoring of enforcement success. The High Risk Team Captain will also coordinate all other activities with the HRT members.</p>

*C. 36-month timeline*

Quarter	Activities
1: Oct. 1, 2020-Dec. 31, 2020	<ul style="list-style-type: none"> <li>• Receive grant notification and accept funds</li> <li>• Enter into contracts with DVCAC and Cleveland Division of Police</li> <li>• Begin hiring process for new High Risk Team Captain and hire by Dec. 1, 2020</li> <li>• Continue to convene HRT meetings</li> </ul>
2: Jan. 1, 2021-March 31, 2021	<ul style="list-style-type: none"> <li>• Establish DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in suburban communities</li> <li>• Establish training schedule for up to two communities for the first year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
3: April 1, 2021-June 30, 2021	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Work with up to two communities to revise policies, procedures and forms to include use of DA-LE.</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
4. July 1, 2021-Sept. 30, 2021	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Train up to two communities for the first year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> </ul>
5. Oct. 1, 2021-Dec. 31, 2021	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> </ul>

	<ul style="list-style-type: none"> <li>• Monitor progress of all new communities implementing DA-LE and new domestic violence policies</li> <li>• Establish training schedule for up to two new communities for the second year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
6. Jan. 1-2022-March 31, 2022	<ul style="list-style-type: none"> <li>• Continue DVCAC's relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Work with up to two communities to revise policies, procedures and forms to include use of DA-LE.</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> </ul>
7. April 1, 2022-June 30, 2022	<ul style="list-style-type: none"> <li>• Continue DVCAC's relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Train up to two communities for the second year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
8. July 1, 2022-Sept. 30, 2022	<ul style="list-style-type: none"> <li>• Continue DVCAC's relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Monitor progress of all new communities implementing DA-LE and new domestic violence policies</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement.</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> </ul>

<p>9. Oct. 1, 2022-Dec. 31, 2022</p>	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Establish training schedule for up to two new communities for the third year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
<p>10. Jan. 1, 2023-March 31, 2023</p>	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Work with up to two communities to revise policies, procedures and forms to include use of DA-LE.</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Begin sustainability conversations with all partners; advocate to County government for sustained investment effective in 2024</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> </ul>
<p>11. April 1, 2023-June 30, 2023</p>	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Train up to two communities for the third year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Continue sustainability conversations with all partners; advocate to County government for sustained investment effective in 2024</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
<p>12. July 1, 2023-Sept. 30 2023</p>	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Monitor progress of all new communities implementing DA-LE and new domestic violence policies</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> </ul>

	<ul style="list-style-type: none"> <li>• Collect statistical information on success of warrant enforcement.</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> <li>• Prepare to close grant; ensure sustainability plans are in place effective January 1, 2024</li> </ul>
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***D. Cuyahoga County is Positioned for Success***

Cuyahoga County’s WVSC projects that it will meet its goals because it has a long-established track record of collaborating with partners to improve domestic violence services throughout Cleveland and Cuyahoga County. One key element of the success seen in the City of Cleveland is the fact that WVSC staff members are fully embedded within Cleveland’s Domestic Violence Detective Bureau. This daily, on site partnership ensures that victim advocates connect to cases from the time it is received and ensures maximum communication between partners. Quick access to cases allows WVSC to keep the pulse of those that must be prioritized and addressed by the HRT and included in targeted warrant enforcement. Likewise, WVSC will capitalize on the relationships established by the DVCAC through their years of service in the suburban municipal courts. Such relationships are essential to obtaining buy in, crafting smart, best practice policies, and moving new communities to use new risk assessment tools.

***E. Cuyahoga County will Reduce Violent Crime Against Women and Promote Victim Safety through Purpose Area Three***

Purpose Area Three states that the Office on Violence Against Women seeks “to centralize and coordinate police enforcement, prosecution, and judicial responsibility for domestic violence, dating violence, sexual assault and stalking cases in teams or units of police officers.” WVSC will add to the already established domestic violence detective bureau and

subsequent response in the Cleveland Municipal Court by bolstering efforts to investigate and prosecute high risk offenders of domestic violence.

Currently, cases that are deemed high risk using a risk assessment tool (DA-LE), are sent to the domestic violence detective bureau for a specialized investigation performed by select detectives. A special high risk advocate is then assigned. The case is reviewed by a high risk prosecutor, and, if charged, the case is placed onto a high risk docket in Cleveland Municipal Court. Efforts are underway to supplement this docket with a similar version for felonies in the Cuyahoga County Court of Common Pleas. WVSC's creation of a High Risk Team Captain will assist in the effort to process cases in a timely manner by coordinating the warrant enforcement campaign and submitting to Cleveland Police a list of warrants to be prioritized. The Captain will also coordinate the work of the High Risk Team, lending support to all members of the team and ensuring timely communication.

#### ***F. Sustainability***

Most of the activities under the previously funded Domestic Violence Homicide Prevention Demonstration Initiative have been sustained by incorporating them into standard operating procedures with Cleveland Police, prosecutors, and the court. Similar sustainability efforts will take place for warrant enforcement towards the end of this project period, if awarded. Cleveland Police will be presented with data on the effectiveness of the warrant enforcement efforts and will be given a work plan on how to sustain the campaign in future years.

Likewise, WVSC and DVCAC will work with all suburban communities to ensure the use of the DA-LE is soundly rooted in their internal operating policies and procedures so that it is not discontinued at the end of the project period.

#### ***G. Serving a Diverse Community***



WVSC, Cleveland Police, and DVCAC all recognize the need to ensure that services and responses are accessible to all members of the community. To that end, all three partners recently engaged in significant revisions to their language access policies. All partners can access language interpreters when needed. Most materials have been translated into commonly spoken languages, and the funds sought through this project include additional allocations for interpretation and translation. Likewise, through the Domestic Violence Homicide Prevention Demonstration Initiative, WVSC and DVCAC forged relationships with various culturally specific service providers that specialize in serving racial and ethnic minorities. Outreach has continued to those organizations and both WVSC and DVCAC will continue to strengthen their relationships with community groups.

Additionally, all services are available to individuals with disabilities. Detectives and advocates frequently travel to victims' homes to ensure they do not have to travel, particularly if travel is difficult due to a disability. WVSC, Cleveland Police, and DVCAC are also all partners in the federally funded project, Keys4Deaf Access. That program provides a Deaf advocate who works along side a hearing advocate so that Deaf or Hard of Hearing victims feel supported by a person who can relate well to the Deaf culture. Further, video interpretation is available via smart tablet through WVSC, Cleveland Police and the DVCAC.

### **Section Three: Who Will Implement the Project**

The goals stated in this proposal will be accomplished in partnership among three primary organizations: Cuyahoga County's Witness Victim Service Center ("WVSC"), the Domestic Violence and Child Advocacy Center ("DVCAC"), and Cleveland Division of Police ("Cleveland Police"). Each is described below, with special attention paid to the individuals who

will coordinate the work, and the organizational capacity to achieve the desired outcomes. *Please note: resumes are attached.*

- **WVSC will be responsible for coordinating warrant enforcement prioritization, providing information to Cleveland Police, and hiring and supervising the High Risk Team Captain. WVSC will also work with DVCAC to train suburban communities on the use of the DA-LE.** WVSC is publicly led and situated within Cuyahoga County's Department of Public Safety and Justice Services. WVSC was one of the first victim advocacy organizations in the United States, formed in 1973. Since then, WVSC has gone on to serve approximately 4,500 victims of violent crime annually. Advocates at WVSC are independent of both police and prosecutors, and instead function similarly to community based advocates. WVSC also leads multiple community initiatives and is trusted as an organization by police, the courts, and concerned community groups. WVSC is managed by Jill Smialek, who also serves as the manager for the Family Justice Center and a vice chair of the Domestic Violence Taskforce. She was site coordinator for both the Domestic Violence Homicide Prevention Demonstration Initiative and Defending Childhood Initiatives under the U.S. Department of Justice and continues to lead conversations to continue programming in both program areas. Smialek is a masters trained social worker and a licensed attorney. She holds over seventeen years of experience in government based project management, including nearly ten years in victim services. Witness Victim currently employs eighteen skilled victim advocates, including nine who handle domestic violence cases within the City of Cleveland. Those advocates are supervised by Timothy Boehnlein. Boehnlein was heavily involved in the implementation of the HRT and will continue to lend his skills and expertise to this phase

of high risk programming within Cuyahoga County. Boehnlein, with a master's degree in psychology and extensive training in counseling, is a sought after lecturer throughout the State of Ohio and will be a key leader spreading the use of the DA-LE in suburban communities. Boehnlein has over twenty five years of experience working with victims and perpetrators of domestic violence, making him an ideal supervisor for a newly hired High Risk Team Captain. While this position does not yet exist within civil service classifications, the attached job description will be used to guide the hiring process.

- **DVCAC will be responsible for coordinating efforts to train suburban police departments on the use of the DA-LE and will assist departments in amending policies, procedures and forms to incorporate risk assessment strategies.** DVCAC is a community leader in strategies to prevent domestic violence. They operate the only domestic violence shelter in the Cleveland area. They also operate a domestic violence helpline, available to callers in crisis twenty-four hours a day, seven days a week. They have been a provider of domestic violence services for over thirty-five years. Throughout this time, staff from Domestic Violence & Child Advocacy Center have established meaningful partnerships with a myriad of social service providers, law enforcement, courts, medical facilities and schools and is abundantly qualified to lead the efforts to use the DA-LE and incorporate high risk programming in suburban communities. DVCAC will be represented by Molly Kaplan. Kaplan holds a master's degree in public health with a background in economics. Kaplan was charged with organizing the activities of the HRT throughout the Domestic Violence Homicide Prevention Demonstration Initiative. Kaplan's attention to detail will ensure a thoughtful and comprehensive approach when working with multiple new communities.

- **Cleveland Police will be responsible for enforcing warrants prioritized by the HRT and submitted to them by the High Risk Team Captain.** The primary unit responsible for this activity will be the Neighborhood Impact and Community Engagement (N.I.C.E.) Unit. The N.I.C.E. Unit was created approximately four years ago and is responsible for working with community members to support law enforcement activities and enhance neighborhood safety strategies. They began enforcing domestic violence warrants on a pilot project basis under the Domestic Violence Homicide Prevention Demonstration Initiative and are poised to continue. Their work is closely tied to that of Cleveland Police's Domestic Violence Detective Bureau and they are considered allies in the investigation of domestic violence related crimes in Cleveland.

**BUDGET DETAIL WORKSHEET**

**A. PERSONNEL**  
**Personnel Total (\$140,805.91)**

<b>Title</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>
High Risk Team Captain	\$46,335.74	\$47,262.46	\$48,207.71

Cuyahoga County’s Witness Victim Service Center will hire one High Risk Team Captain. The Captain will report to the Justice System Advocacy Supervisor and will be responsible for day-to-day-management of the High Risk Team, focusing specifically on prioritization of warrants for high risk cases. The Captain will be classified as a Witness Victim Program Specialist and the civil service classification contained within this application will be revised to reflect these duties. The position will be paid as Pay Grade 8, as set forth by Cuyahoga County’s Personnel Review Commission. A 2% cost of living increase is reflected over the second and third years.

**B. FRINGE BENEFITS**  
**Fringe Benefits Total (\$69,831.15)**

<b>Category</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>
Annual Hospitalization	\$16,072.16	\$16,072.16	\$16,072.16
Annual PERS	\$6,528.70	\$6,528.70	\$6,528.70
Annual Medicare	\$676.19	\$676.19	\$676.19

The High Risk Team Captain will be given the option to enroll in Cuyahoga County’s generous benefits package. The figures above are drawn from averages across the Witness Victim Service Center Staff and are provided in each of three years.

**C. TRAVEL**  
**Travel Total (\$10,000)**

Mandatory per OVW requirement. Spending to be determined based on conference and technical assistance needs.

Mandatory Travel Estimate: \$10,000

2 trips x 3 people each = 6 trips / mandatory \$10,000 = \$1,666.00 per person, per trip

Each trip estimate:

Airfare: \$600

Hotel: \$600

Baggage: \$50

Parking: \$60

Per Diem @ \$45/day for 4 days: \$180

Ground Transportation, Mileage, and Other Allowable Expenses (wi-fi, faxes, etc):  
\$176

**D. PROGRAM EXPENSES**  
**Supplies Total (\$13,562.50)**

Office Supplies: \$1,800

36 x \$50/month

This item includes basic office supplies for Witness Victim Service Center's staff assigned to this project.

Translation: \$1,200

12 documents x \$100/document

Program staff will ensure translation of revised consent form and intake forms into six of the top spoken languages in Cuyahoga County to ensure all victims have equal access.

Interpretation: \$8,500

100 hours x \$85/hour

Program staff will access language interpreters for individuals who do not speak English, or who use American Sign Language. This cost is estimated at \$85 per hour, with an estimated need of 100 hours over three years.

Bus Tickets: \$2,062.50

250 tickets x 2.75 each x 3 years

Victims who need assistance coming to court or police interviews will be provided with a bus ticket to and from their appointment.

**F. CONSULTANTS/CONTRACTS**  
**Consultants/Contracts Fees Total (\$590,600.77)**

Domestic Violence and Child Advocacy Center: \$175,475.77

Item	Year One	Year Two	Year Three
Risk Assessment Consultation Fees	\$26,000	\$26,000	\$26,000
High Risk Coordinator	\$29,158.59	\$29,158.59	\$29,158.59
Travel	\$10,000		

Cuyahoga County will contract with the Domestic Violence and Child Advocacy Center for three years in order to engage in suburban training on risk assessment tools. Training will include policy development. This will be done in partnership with the national technical assistance provider, Jeanne Geiger Crisis Center. Cuyahoga County will help to support the High Risk Coordinator role at the Domestic Violence and Child Advocacy Center to coordinate these activities.

- Risk Assessment Consultation Fees: \$78,000  
\$13,000 per community fee to Jeanne Geiger Crisis Center x 2 communities x 3 years
- High Risk Coordinator: \$87,475.77  
5FTE x 3 years  
Salary \$23,172  
Employer FICA \$1,436.6  
Health Insurance \$4152.35  
Worker's Comp \$283.64  
Unemployment \$114  
Total \$29,158.59
- Travel: \$10,000  
Domestic Violence and Child Advocacy Center will be provided with \$10,000 for travel in order to attend mandatory OVW trainings and other OVW approved activities.  
  
2 trips x 3 people each = 6 trips / mandatory \$10,000 = \$1,666.00 per person, per trip  
Each trip estimate:  
Airfare: \$600  
Hotel: \$600  
Baggage: \$50  
Parking: \$60  
Per Diem @ \$45/day for 4 days: \$180

City of Cleveland Division of Police: \$415,125

Item	Year One	Year Two	Year Three
Warrant Enforcement	\$138,375	\$138,375	\$138,375

Cuyahoga County will contract with the Cleveland Division of Police for warrant enforcement activities. Officers from the Neighborhood Impact and Community Engagement Unit will accrue overtime at a rate of \$45.00 per hour, plus a benefits rate of 23%. They will be budgeted for 2,500 hours of warrant enforcement each year.

2,500 hours x \$45 per hour = \$112,500 per year x 23% benefits = \$138,375 per year

**GRAND TOTAL**                      **\$824,800.33**

<b>BUDGET SUMMARY</b>		
A.	Personnel	140,805.91
B.	Fringe Benefits	69,831.15
C.	Travel	\$10,000.00
D.	Equipment	0.00
E.	Program Supplies	\$13,562.50
F.	Construction	0.00
	Consultants/Contracts (Domestic Violence and Child Advocacy Center = \$175,475.77)	\$590,600.77
G.	Cleveland Division of Police = \$415,125)	
<b>TOTAL</b>		<b>\$824,800.33</b>





**Department of Justice (DOJ)**

Office on Violence Against Women

September 8, 2020

Washington, D.C. 20531

Mr. Alex Pellom  
County of Cuyahoga  
2079 East 9th Street, Suite 5-200  
Cleveland, OH 44115

Dear Mr. Pellom:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the OVW FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program in the amount of \$824,800 for County of Cuyahoga. The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (referred to as the Improving Criminal Justice Responses Program) encourages state, local, and tribal governments, and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Amanda Wilson at (202) 598-0142. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at [ovw.gfmd@usdoj.gov](mailto:ovw.gfmd@usdoj.gov). For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Laura L. Rogers".

Laura L. Rogers  
Principal Deputy Director

Enclosures

**CONTRACT**

by and between

**CUYAHOGA COUNTY, OHIO**

and

**THE CITY OF CLEVELAND, OHIO**

THIS CONTRACT (the "Contract") is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof ("the County") and The City of Cleveland, Ohio ("the City"), a municipal corporation, having a principal place of business at 601 Lakeside Avenue East, Cleveland, Ohio 44114.

WHEREAS, the County was awarded a grant under the OVW FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, as more fully described in the County's Award Packet ("Grant"), dated September 8, 2020 and attached as Exhibit 1; and

WHEREAS, the City, as a partner in this project, shall receive a portion of the Grant proceeds to enhance services for victims of domestic violence who are at high risk for lethal assault through a targeted effort to enforce warrants in the City of Cleveland; and

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

**Article 1. AGREEMENT AND TERM**

1.1 Scope of Agreement. During the Term of this Contract, the City shall provide authorized services under the Grant to enhance services for victims of domestic violence who are at high risk for lethal assault through a targeted effort to enforce warrants in the City of Cleveland as listed in the Exhibit, which is incorporated into this Contract. If a discrepancy exists between the terms of the Exhibit and this Contract, the terms of this Contract will be controlling and binding.

1.2 Term. The Term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in until September 30, 2023.

1.3 Cost. The cost of this Contract shall not exceed \$415,125.00.

**Article 2.     PAYMENT AND INVOICING**

2.1     Payment. During the Term of this Contract, the County shall pay the City annually or monthly for the Services outlined in the Exhibits upon receipt and approval of said invoice by the County.

2.2     Invoicing. the City shall invoice the County annually or monthly for the Services outlined in the Exhibits upon execution of this Contract. the City shall submit original invoice(s) to the following address:

Cuyahoga County  
Business Department  
2079 East 9<sup>th</sup> Street, 3<sup>rd</sup> floor  
Cleveland, Ohio 44115

The terms set forth herein shall supersede any and all terms and conditions set forth on an invoice or purchase order, and any and all such terms and conditions shall be null and void.

2.3     Unauthorized Services. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that (i) the City provides Services prior to the County’s execution of this Contract (ii) the City provides Services after this Contract has terminated, (iii) the City provides Services that would increase the Contract amount above the dollar limit set in Section 1.3 above, or (iv) the City provides services outside of the scope of the approved Services under this Contract (collectively referred to as “Unauthorized Services”), those Unauthorized Services will be provided at the City’s risk, and payment therefore cannot, and will not, be made unless and until the County approves the Unauthorized Services in this Contract or a new contract. Upon the County’s approval of the Unauthorized Services, however, the County may ratify any and all performance under this Contract or the new contract and the County may include the performance of those Unauthorized Services in this Contract or the new contract. Payment(s) for Unauthorized Services approved by the County shall not increase the dollar limit of this Contract or the new contract.

**Article 3.     INDEMNITIES AND LIABILITIES**

3.1     Subcontracting. No task required to be performed under this Contract by the City shall be subcontracted to third parties without the express written consent of the County.

3.2     No Indemnity by County. the City acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. the City agrees that no provision of this Contract or any other contract or agreement between the City and the County may be interpreted to obligate the County to indemnify or defend the City or any other party.

**Article 4.     TERMINATION**

4.1     Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as "Termination for Default". If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. the City, however, shall be paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount.

4.2     Termination for Financial Instability. In the event that the City becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against the City of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 4.1, the "Termination for Default" clause, by giving written notice thereof.

4.3     Termination for Convenience. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the party receives it. If the termination is for the convenience of the County, the City will be entitled to compensation for any Services that the City has delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

**Article 5.     CONFIDENTIALITY**

5.1     Information. During the Term of this Contract, each party hereto may disclose information ("Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives hereto in connection with such party's receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder

5.2     Disclosure. The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than

those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

5.3 Exclusions. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

5.4 Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Information which is legally required.

**Article 6.     OWNERSHIP**

6.1     Documents. All documents created pursuant to this agreement shall be the property of the County upon approval and acceptance of such documents.

6.2     Data. All data, documents and information provided to the City by the County shall remain County property and shall be kept confidential in accordance with Article 6. Upon termination of this Contract, unless expressly agreed to otherwise in writing, the City shall return all County owned data, documents and information.

**Article 7.     MISCELLANEOUS**

7.1     Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Public Safety and Justice Services  
2079 East 9<sup>th</sup> Street  
Cleveland, Ohio 44115

In the case of the City:

The City of Cleveland, Ohio  
601 Lakeside Avenue East, Cleveland, Ohio 44114

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

7.2     Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

7.3     Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

7.4 Record Audit Retention. the City agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the Term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should the City be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

7.5 Governing Law and 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. the City 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. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

7.6 Social Security Act. the City shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the City for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and the City also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

7.7 Assignment. the City shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

7.8 Contract Processing. the City shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County  
ATTN: Business Department  
2079 East 9<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Cleveland, Ohio 44115

7.9 Ethics Requirements. the City agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the City shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>

7.10 Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

7.11 Findings and Recovery. the City represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and the City must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

7.12 Good Standing. the City is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the Term of this Contract. Pursuant to 2 C.F.R. 200.213 and 2 C.F.R. Part 180, the City certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

7.13 Conflicts of Interest. the City personnel may not acquire any personal interest that conflicts with the City's responsibilities under this Contract. Additionally, the City will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under the City's control, if such an interest would conflict with that official's or employee's duties. the City will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. the City will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.



7.14 Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by a force majeure event, which is defined as a supervening condition beyond that Party's reasonable control, including, without limitation, an act of God, civil commotion, strike, labor dispute, or governmental demand or requirement. Any Party unable to perform due to force majeure shall notify the other Party as soon as practicable and shall take all actions necessary to void or otherwise mitigate the effects of the force majeure event. Any suspension of Services due to force majeure shall be of no greater scope or duration than is necessary. The County is relieved from any obligation to pay for any Services that are suspended as a result of the force majeure event.

7.15 Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

7.16 Independent Contractor. It is fully understood and agreed that the City is an independent contractor and is not an agent, servant, or employee of County. the City declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

7.17 Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

7.18 Assignment: Binding Effect. the City may not assign this Contract without the prior written consent of the County.

7.19 Equal Employment Opportunity. the City will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

7.20 Drug-Free Workplace. the City must comply with all applicable state and federal laws regarding keeping a drug-free workplace. the City must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

7.21 Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

7.22 Anti-Discrimination. the City agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion,

national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of the City to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with the City, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of the City to enter into any particular agreements.

7.23 Public Records Law. Notwithstanding any provision of this Contract to the contrary, the City acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). If the County receives a request to disclose any information defined as "Confidential Information" or labeled as such by the City, the County will promptly provide notice of the request for information so that the City may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under the Ohio Public Records Act law resides with the City.

7.24 No Apparent Authority/Proper Approvals. the City recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

7.25 Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with the City for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by the City and such entity.

7.26 Annual Appropriations. All of the County's obligations under the 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 City 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.

#### **Article 8.     ELECTRONIC SIGNATURE**

**THE CITY 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 IF THAT SIGNATURE WAS**

**MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CITY ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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.**

(Signature Page to Follow)

IN WITNESS WHEREOF, the County and the City have executed this Contract effective as of the Effective Date.

**CUYAHOGA COUNTY, OHIO**

**BY:** \_\_\_\_\_  
**Armond Budish, County Executive,**  
**or designee pursuant to Executive Orders**  
**No. EO2018-0002 dated October 31, 2018**  
**or No. EO2018-0001 dated February 26, 2018**

And

**THE CITY OF CLEVELAND, OHIO**

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

The legal form and correctness  
of this Contract is hereby approved:  
Law Department, County of Cuyahoga, Ohio  
Jonathan McGory, Assistant Law Director  
Gregory G. Huth, Esq. Director of Law



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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Washington, DC 20531

September 8, 2020

Mr. Alex Pellom  
County of Cuyahoga  
2079 East 9th Street  
Suite 5-200  
Cleveland, OH 44115

Dear Mr. Pellom:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)

Office on Violence Against Women

September 8, 2020

Washington, D.C. 20531

Mr. Alex Pellom  
County of Cuyahoga  
2079 East 9th Street, Suite 5-200  
Cleveland, OH 44115

Dear Mr. Pellom:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the OVW FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program in the amount of \$824,800 for County of Cuyahoga. The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (referred to as the Improving Criminal Justice Responses Program) encourages state, local, and tribal governments, and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Amanda Wilson at (202) 598-0142. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at [ovw.gfmd@usdoj.gov](mailto:ovw.gfmd@usdoj.gov). For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Laura L. Rogers".

Laura L. Rogers  
Principal Deputy Director

Enclosures



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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*Washington, DC 20531*

September 8, 2020

Mr. Alex Pellom  
County of Cuyahoga  
2079 East 9th Street  
Suite 5-200  
Cleveland, OH 44115

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We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office on Violence Against Women

**Grant**

PAGE 1 OF 14

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Cuyahoga 2079 East 9th Street Suite 5-200 Cleveland, OH 44115		4. AWARD NUMBER: 2020-WE-AX-0017				
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023				
		6. AWARD DATE 09/08/2020	7. ACTION			
2a. GRANTEE IRS/VENDOR NO. 346000816	8. SUPPLEMENT NUMBER 00		Initial			
2b. GRANTEE DUNS NO. 040834116	9. PREVIOUS AWARD AMOUNT		\$ 0			
3. PROJECT TITLE Cuyahoga County seeks to improve its response to domestic violence through increased use of risk assessment tools and targeted enforcement of warrants related to high risk domestic violence cases.		10. AMOUNT OF THIS AWARD	\$ 824,800			
		11. TOTAL AWARD	\$ 824,800			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).						
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)						
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.590 - Improving Criminal Justice Responses Grant Program also known as the Arrest Program						
15. METHOD OF PAYMENT GPRS						
AGENCY APPROVAL		GRANTEE ACCEPTANCE				
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laura L. Rogers Principal Deputy Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Alex Pellom Director				
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9-10-2020			
AGENCY USE ONLY						
20. ACCOUNTING CLASSIFICATION CODES		21. W420D00032				
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS	AMOUNT
X	A	W4	29	00	00	824800





Department of Justice (DOJ)  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 14

PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

4. Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

6. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

7. Unreasonable restrictions on competition under the award; association with federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.



PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

11. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

12. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

13. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.



Department of Justice (DOJ)  
Office on Violence Against Women

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*SPECIAL CONDITIONS*

18. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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*SPECIAL CONDITIONS*

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

24. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

25. Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.



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*SPECIAL CONDITIONS*

26. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

27. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

28. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

29. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from OVW.

30. Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

31. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.





PROJECT NUMBER 2020-WE-AX-0017

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*SPECIAL CONDITIONS*

32. Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

33. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

34. Termination or suspension for cause

The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

35. Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Future awards may be withheld if reports are delinquent.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the DOJ grants system, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

36. Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports to OVW through the DOJ grants system using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.



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*SPECIAL CONDITIONS*

37. Program income

Program income, as defined by 2 C.F.R. 200.80, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Adjustment Notice (GAN) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAN must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAN by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

38. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

39. Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval, via Grant Adjustment Notice (GAN), any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

40. Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

41. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.



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*SPECIAL CONDITIONS*

42. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

43. Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

44. Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a Grant Adjustment Notice (GAN) and attach a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

45. Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.



PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

46. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

47. Required SAM and FAPIIS reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

48. Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. § 10461(c).

49. Limitation on use of funds for direct legal representation

The recipient agrees not to use grant funds to provide legal representation in civil or criminal matters, such as family law cases (divorce, custody, visitation, and child support), housing cases, consumer law cases and others. Grant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may affect the victim's ability to maintain safety (such as U visas).

50. Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.



Department of Justice (DOJ)  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Grant**

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PROJECT NUMBER 2020-WE-AX-0017

AWARD DATE 09/08/2020

*SPECIAL CONDITIONS*

51. Conditional clearance with release of TA funds

The recipient's budget is pending review and approval. The recipient may obligate, expend, and draw down only funds for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds, in which case the condition prohibiting any obligation, expenditure, or drawdown of funds will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the GAN when the budget is approved.

52. Withholding of funds pending completion of prior award under the same program

The recipient acknowledges that it has a prior award under the same OVW grant program from which this new award is being made. The recipient may obligate, expend, and draw down from this award only funds for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events. The recipient agrees not to obligate, expend, or draw down any additional funds from this award until all funds are expended on its prior OVW award from this same program. If the recipient needs to obligate, expend, or draw down additional funds from this award prior to the completion/expiration of the prior award, it must submit a written request to its program manager for review and approval. Once the request is approved, a Grant Adjustment Notice (GAN) will be issued allowing the recipient access to funds.

A handwritten signature in blue ink, consisting of a stylized, cursive name.



**Department of Justice (DOJ)**

*Office on Violence Against Women*

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Washington, D.C. 20531

**Memorandum To:** OVW Award Recipient  
**From:** Marnie Shiels, Attorney Advisor  
**Subject:** Categorical Exclusion for County of Cuyahoga

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (referred to as the Improving Criminal Justice Responses Program) encourages state, local, and tribal governments, and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system.

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:

1. New construction.
2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.

A handwritten signature in blue ink, located in the bottom right corner of the page.



Department of Justice (DOJ)  
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2020-WE-AX-0017

PAGE 1 OF 1

This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)

1. STAFF CONTACT (Name & telephone number)

Amanda Wilson  
(202) 598-0142

2. PROJECT DIRECTOR (Name, address & telephone number)

Jill A. Smialek  
Manager  
2079 East 9th Street  
Suite 5-200  
Cleveland, OH 44115  
(216) 443-7347

3a. TITLE OF THE PROGRAM

OVW FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Cuyahoga County seeks to improve its response to domestic violence through increased use of risk assessment tools and targeted enforcement of warrants related to high risk domestic violence cases.

5. NAME & ADDRESS OF GRANTEE

County of Cuyahoga  
2079 East 9th Street Suite 5-200  
Cleveland, OH 44115

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 824,800

10. DATE OF AWARD

09/08/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program is authorized by the Violence Against Women Act, as reauthorized, codified at 34 U.S.C. 10461-10465, and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of this program is the creation and enhancement of a coordinated community response that brings together criminal justice agencies, victim service providers, and community organizations that respond to domestic violence, dating violence, sexual assault, and stalking.

Cuyahoga's County, in collaboration with its non-profit, non-governmental victim service provider partner the Domestic Violence and Child Advocacy Center, will use this new award to enhance services for victims of domestic violence at high-risk for lethal assault. Specifically, this project will: 1) support a targeted effort

to enforce warrants within the City of Cleveland; and 2) expand the use of risk assessment tools in the suburban police departments.

The timing for performance of this award is 36 months.

CA/NCF

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**County of Cuyahoga, Ohio**  
**Public Safety & Justice Services, Witness Victim Service Center**  
**OVW Fiscal Year 2020**  
**Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual**  
**Assault, and Stalking Grant Program**

**Project Narrative**

**Section One: Purpose of Application**

*A. Community Need*

From 2013 through 2019, Cuyahoga County was a collaborative partner in the Domestic Violence Homicide Prevention Demonstration Initiative led by the Office on Violence Against Women. Through this initiative, Cuyahoga County was selected to implement a Domestic Violence High Risk Team (“HRT”) in certain police districts within the City of Cleveland. As a result, Cleveland saw a clear reduction in intimate partner homicides. In the two police districts in which the HRT model was implemented, there was a 62% decrease in intimate partner deaths per year. In addition, there was a 54% decline in intimate partner related deaths each year (this includes perpetrator deaths and bystander or new-partner deaths).

Given this success and following a community inventory, Cuyahoga County recognized the need to assist Cleveland in continuing to fine tune its vastly improved response to domestic violence, while simultaneously expanding best practices and lessons learned through the demonstration initiative into the suburban communities that make up the balance of the county. Cuyahoga County’s Department of Public Safety and Justice Services, through its Witness Victim Service Center (WVSC) proposes to enhance services for victims of domestic violence who are at high risk for lethal or near lethal assault through a targeted effort to enforce warrants in the City of Cleveland, and expansion of the use of risk assessment tools in suburban police departments. WVSC is joined in this proposal by a local domestic violence service provider, the

Domestic Violence and Child Advocacy Center (“DVCAC”), and the City of Cleveland Division of Police (“Cleveland Police”).

***B. Community to be Served***

This dual-focused project will serve all of Cuyahoga County. The population of Cuyahoga County was estimated through the American Community Survey in 2018 to be 1,243,857. Cuyahoga County is the second most populous county in the state of Ohio. 63.6% of Cuyahoga County’s residents are White, while 30.5% are Black or African American. 3.4% are Asian and 2.3% identify as more than one race. 6.2% are Latino. Overall, 17.9% of Cuyahoga County’s residents live at or below the federal poverty level.

The figures below show Cuyahoga County’s location within the State of Ohio (marked in red), and the numerous municipal boundaries within Cuyahoga County.



Cuyahoga County is anchored by the City of Cleveland. The American Community Survey in 2018 estimated Cleveland had a population of 383,793. Of those residents, 49.6% are Black or African American and 39.8% are White. 2.5% are Asian and 4.2% of the population identifies as more than one race. 11.6% of Cleveland’s population identifies as being Hispanic or

Latino. Economic stressors are high: 34.6% of persons live at or below the federal poverty level, and median income is well below that of the State of Ohio (\$29,008 versus \$54,021).

### ***C. Office on Violence Against Women Purpose Area***

This proposal falls squarely within two of the purpose areas articulated by the Office on Violence Against Women. They are as follows:

- **Purpose Area Number Three:** “To centralize and coordinate police enforcement, prosecution, and judicial responsibility for domestic violence, dating violence, sexual assault and stalking cases in teams or units of police officers...” ***WVSC will address this purpose area by working with Cleveland Police to prioritize enforcement of warrants related to high risk domestic violence cases, in coordination with the already established High Risk Team.***
- **Purpose Area Number 16:** “To develop and promote state or local legislation and policies that enhance best practices for responding to the crime of domestic violence, including the appropriate treatment of victims.” ***WVSC will address this purpose area by partnering with DVCAC to coordinate training on risk assessment tools and risk factors in suburban police departments. This will entail creating or substantially revising policies, procedures, and forms to include risk factors and inclusion of risk assessment outcomes when determining bail and bond, and court supervision methods.***

Finally, while we are not seeking to plan for a new high risk team, we will address Purpose Area Number 22 in part by increasing the use of the Danger Assessment for Law Enforcement (DA-LE) risk assessment tool across the county and expanding existing programming under the HRT.

***D. Office on Violence Against Women Priority Area, Program Specific Priority Area, and Statutory Priority***

This proposal specifically addresses **Priority Area 1** articulated by the Office on Violence Against Women: “To reduce violent crime against women and promote victim safety through investing in law enforcement and increasing prosecution.” WVSC address this Priority Area through Purpose Area 3 and coordinated efforts to increase warrant enforcement.

This proposal does not address a Program Specific Priority Area because it does not target sexual assault crime. However, this proposal does address the **Statutory Priority** of funding communities that have demonstrated a commitment to strong enforcement of laws and prosecution of cases involving domestic violence, dating violence, and stalking. In short, WVSC can put forth a proposal such as this one because of its long relationship with the Office on Violence Against Women and the incredible value added to our community as a result of participation in the Domestic Violence Homicide Prevention Demonstration Initiative. WVSC and its partners are well versed in best practices for high risk domestic violence cases and desires to spread these practices into new communities, while continuing to fine tune law enforcement practices within Cleveland.

***E. Problem to Be Addressed & Project Need***

The problem to be addressed through this grant proposal is the observed need to implement best practices in addressing high risk domestic violence throughout Cuyahoga County. As such, WVSC proposes expanding certain activities already piloted locally through the federally funded Domestic Violence Homicide Prevention Demonstration Initiative, while also targeting gaps in services identified by sustaining the work of the demonstration initiative. This includes a widescale training initiative on risk factors and risk assessment tools for

suburban police departments, and a targeted warrant enforcement campaign within the City of Cleveland.

Demonstrating the need to spread best practices into additional suburban areas is the fact that Cuyahoga County has a significant level of domestic violence. In 2018, the Ohio Attorney General reported that Cuyahoga County registered 2,477 domestic violence cases. This figure does not include the City of Cleveland, which adds an additional 5,602 investigations. It is estimated that 84% of victims are female, 68% are African American, and the overwhelming majority is in their twenties. Based on these figures, Cuyahoga County's rate of domestic violence surpasses that of Franklin County, which is the largest county in Ohio. In 2018, Franklin County had 3,481 cases with 2,230 in its county seat, Columbus.

Complicating this is the large number of independent jurisdictions within Cuyahoga County. The County has fifty-nine distinct cities, townships and villages, each with their own police department. Ten additional, independent law enforcement agencies patrol public housing, transit, hospital campuses, school and college campuses and special districts within the City of Cleveland. All totaled, there are nearly sixty law enforcement agencies in Cuyahoga County. In addition, there are thirteen different municipal (misdemeanor) courts, as well as several mayors' courts. This fractured law enforcement model leads to large variances in how domestic violence is handled from one city to the next.

There are no suburban police departments currently using a risk assessment tool. Police in suburban departments have not had the opportunity to engage in the same large-scale training and policy development as Cleveland has, further driving variances between communities in their responses to domestic violence. And, despite immense investment from the U. S. Department of Justice and Cuyahoga County, the City of Cleveland's Division of Police still

requires additional resources to effectively enforce warrants related to high risk domestic violence cases. Without a targeted campaign to enforce these warrants, many of them will pend for months or years.

***F. Current and Prior Efforts to Prevent and Reduce Domestic Violence, Identification of Gaps in Service and Non-Duplication of Efforts***

Cuyahoga County is home to a robust response to domestic violence, sexual assault, stalking and related crimes. Multiple agencies, both public and private, work in concert to leverage resources and establish innovative programming so that a victim’s experience is more coordinated, and his or her safety is better protected. Victim advocates from WVSC provide victim advocacy, independent from both police and prosecutors, in the City of Cleveland (misdemeanor) and the Cuyahoga County Court of Common Pleas (felonies). The Domestic Violence and Children Advocacy Center (“DVCAC”) augments WVSC’s services by providing victim advocacy in suburban municipal courts. DVCAC also provides shelter, counseling, and support groups.

Additional notable initiatives include the opening of a comprehensive Family Justice Center, participation in the national Domestic Violence Homicide Prevention Demonstration Initiative, an existing vertical prosecution model in the City of Cleveland addressing intimate partner violence with specialized detectives, advocates, prosecutors, and a dedicated court docket, and various court improvement grants addressing domestic violence in civil proceedings.

The Cleveland Municipal Court, in partnership with the Cuyahoga County Medical Examiner convenes a monthly domestic violence fatality review committee. A protection order registry is in its final stages of development and will be complete by the middle of 2020, allowing police officers across the county to review digital images of all protection orders from

their zone cars. Additionally, Cuyahoga County is a leader in examining the whole family when issues of domestic violence, sexual assault, or stalking arise, as evidenced by the creation and implementation of multiple programs to address the needs of children exposed to violence.

Because of the wide array of services and initiatives, coordination and communication are essential. A Domestic Violence Taskforce meets monthly and includes representatives from suburban and city police, victim service providers, probation officers, medical personnel, judicial officers, misdemeanor and felony prosecutors, civil legal service providers, and more. Discussion topics help decision makers understand where tighter coordination or policy changes are needed. Such collaboration is essential to avoiding duplication.

Likewise, the activities proposed herein build on top of the HRT activities already in place, ensuring there will be no duplication. WVSC and DVCAC have a long history of working together and will continue to do so. The HRT will continue to meet, and the cases examined by the HRT drive the identification of the warrants to be targeted for enforcement. Likewise, WVSC and DVCAC will work together to coordinate risk assessment tool training in the suburban police departments. Bi-weekly meetings between the personnel assigned to this project will guarantee maximum coordination and communication.

## **Section Two: What Will Be Done**

### ***A. Approach to Addressing the Need and Performance Management***

To promote best practices and target specific needs identified through the HRT, WVSC proposes a widescale training initiative on risk factors and risk assessment tools for suburban police departments, and a targeted warrant enforcement campaign within the City of Cleveland.

To coordinate training efforts in the suburbs of Cleveland, WVSC will rely on the relationships already built by DVCAC, as DVCAC currently provides victim advocacy within

the suburban municipal courts. DVCAC has already had conversations with suburban locations as well as with national technical assistance providers to begin to train specific communities in the use of the DA-LE. This proposal will supplement those efforts to enter more communities in a shorter period of time.

WVSC will also capitalize on its ongoing relationship with the Cleveland Police to prioritize enforcement of warrants associated with high risk domestic violence cases. Because Cuyahoga County will continue to convene the HRT and will provide victim advocacy on all cases, it is well positioned to assist Cleveland in assembling a list of warrants that should be prioritized for enforcement.

In addition to semi-annual reporting required by the Office on Violence Against Women, WVSC will hold itself accountable by tracking data associated with high risk warrant enforcement. If funded, a High Risk Team Captain will be added to the staff at WVSC and will be responsible for tracking warrants. This individual will also coordinate the activities of the HRT, will assemble agendas, and will track the outcomes of the cases addressed by the HRT. DVCAC will track the number of trainings held in suburban police departments, the number of police officers trained, and the rate at which danger assessments are used in police reports and incorporated into bail and bond decisions once a case is before a judge.

In summary, the following factors will be considered as measures of success:

1. Number of trainings held
2. Number of police officers trained
3. Number of risk assessments (DA-LEs) collected
4. Number of high risk DA-LEs incorporated into court proceedings
5. Number of warrants sent to Cleveland Police for prioritized enforcement



6. Number of prioritized warrants successfully enforced

**B. Goals, Objectives, Activities**

Below is a chart that depicts the goals, objectives, and activities that will assist Cuyahoga County in implementing best practices countywide, while also targeting specific areas for improvement within the City of Cleveland.

<b>Goal</b>	<b>Objectives</b>	<b>Activities</b>	<b>Responsible Party</b>
<p>Improve domestic violence response within suburban police departments</p>	<ul style="list-style-type: none"> <li>• Implement widescale training on domestic violence risk factors in suburban communities</li> <li>• Obtain technical assistance from national provider to implement use of DA-LE in suburban police departments</li> </ul>	<ul style="list-style-type: none"> <li>• Engage with national technical assistance provider to train on the DA-LE</li> <li>• Approach suburban police departments to gauge interest in adopting risk assessment tools and obtaining training on risk factors: target up to two new communities each year for a total of six communities</li> <li>• Work with interested police departments to revise policies, procedures and forms.</li> <li>• Seek approval of policies, procedures and forms from technical assistance provider and/or Office on Violence Against Women to ensure</li> </ul>	<ul style="list-style-type: none"> <li>• Domestic Violence &amp; Child Advocacy Center will be the lead provider on this goal area. WVSC will participate in training efforts.</li> </ul>

		<p>compliance with all regulations</p> <ul style="list-style-type: none"> <li>• Schedule and conduct training on risk factors and risk assessment tools</li> <li>• Monitor progress in adopting and using the form; collect statistics</li> </ul>	
<p>Increase warrant enforcement within the City of Cleveland</p>	<ul style="list-style-type: none"> <li>• Implement a warrant enforcement campaign for warrants associated with high risk cases in the City of Cleveland</li> </ul>	<ul style="list-style-type: none"> <li>• Hire a High Risk Team Captain to monitor all cases under the HRT</li> <li>• Create a prioritized list of warrants for enforcement based on the monitoring performed by the High Risk Team Captain</li> <li>• Forward list on a weekly basis to the enforcement unit of Cleveland Division of Police (Neighborhood Impact and Community Engagement / “N.I.C.E.”)</li> <li>• Monitor enforcement success rates</li> <li>• Work with HRT to identify additional gaps in service or response</li> </ul>	<p>WVSC’s High Risk Team Captain will perform all duties related to identification of priority warrants, communication with Cleveland Division of Police, and monitoring of enforcement success. The High Risk Team Captain will also coordinate all other activities with the HRT members.</p>

**C. 36-month timeline**

Quarter	Activities
1: Oct. 1, 2020-Dec. 31, 2020	<ul style="list-style-type: none"> <li>• Receive grant notification and accept funds</li> <li>• Enter into contracts with DVCAC and Cleveland Division of Police</li> <li>• Begin hiring process for new High Risk Team Captain and hire by Dec. 1, 2020</li> <li>• Continue to convene HRT meetings</li> </ul>
2: Jan. 1, 2021-March 31, 2021	<ul style="list-style-type: none"> <li>• Establish DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in suburban communities</li> <li>• Establish training schedule for up to two communities for the first year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
3: April 1, 2021-June 30, 2021	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Work with up to two communities to revise policies, procedures and forms to include use of DA-LE.</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
4. July 1, 2021-Sept. 30, 2021	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Train up to two communities for the first year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> </ul>
5. Oct. 1, 2021-Dec. 31, 2021	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> </ul>

	<ul style="list-style-type: none"> <li>• Monitor progress of all new communities implementing DA-LE and new domestic violence policies</li> <li>• Establish training schedule for up to two new communities for the second year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
6. Jan. 1-2022-March 31, 2022	<ul style="list-style-type: none"> <li>• Continue DVCAC's relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Work with up to two communities to revise policies, procedures and forms to include use of DA-LE.</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> </ul>
7. April 1, 2022-June 30, 2022	<ul style="list-style-type: none"> <li>• Continue DVCAC's relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Train up to two communities for the second year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
8. July 1, 2022-Sept. 30, 2022	<ul style="list-style-type: none"> <li>• Continue DVCAC's relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Monitor progress of all new communities implementing DA-LE and new domestic violence policies</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement.</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> </ul>

<p>9. Oct. 1, 2022-Dec. 31, 2022</p>	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Establish training schedule for up to two new communities for the third year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
<p>10. Jan. 1, 2023-March 31, 2023</p>	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Work with up to two communities to revise policies, procedures and forms to include use of DA-LE.</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Begin sustainability conversations with all partners; advocate to County government for sustained investment effective in 2024</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> </ul>
<p>11. April 1, 2023-June 30, 2023</p>	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Train up to two communities for the third year of the project</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> <li>• Collect statistical information on success of warrant enforcement</li> <li>• Continue sustainability conversations with all partners; advocate to County government for sustained investment effective in 2024</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> </ul>
<p>12. July 1, 2023-Sept. 30 2023</p>	<ul style="list-style-type: none"> <li>• Continue DVCAC’s relationship with national technical assistance provider for purposes of training and using DA-LE in additional communities</li> <li>• Monitor progress of all new communities implementing DA-LE and new domestic violence policies</li> <li>• Continue to convene HRT on a monthly basis</li> <li>• Assemble weekly warrant lists and send to Cleveland Division of Police</li> </ul>

	<ul style="list-style-type: none"> <li>• Collect statistical information on success of warrant enforcement.</li> <li>• Perform all contract monitoring tasks including invoice review and on site monitoring</li> <li>• Prepare and submit semi-annual OVW progress report</li> <li>• Prepare to close grant; ensure sustainability plans are in place effective January 1, 2024</li> </ul>
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***D. Cuyahoga County is Positioned for Success***

Cuyahoga County’s WVSC projects that it will meet its goals because it has a long-established track record of collaborating with partners to improve domestic violence services throughout Cleveland and Cuyahoga County. One key element of the success seen in the City of Cleveland is the fact that WVSC staff members are fully embedded within Cleveland’s Domestic Violence Detective Bureau. This daily, on site partnership ensures that victim advocates connect to cases from the time it is received and ensures maximum communication between partners. Quick access to cases allows WVSC to keep the pulse of those that must be prioritized and addressed by the HRT and included in targeted warrant enforcement. Likewise, WVSC will capitalize on the relationships established by the DVCAC through their years of service in the suburban municipal courts. Such relationships are essential to obtaining buy in, crafting smart, best practice policies, and moving new communities to use new risk assessment tools.

***E. Cuyahoga County will Reduce Violent Crime Against Women and Promote Victim Safety through Purpose Area Three***

Purpose Area Three states that the Office on Violence Against Women seeks “to centralize and coordinate police enforcement, prosecution, and judicial responsibility for domestic violence, dating violence, sexual assault and stalking cases in teams or units of police officers.” WVSC will add to the already established domestic violence detective bureau and

subsequent response in the Cleveland Municipal Court by bolstering efforts to investigate and prosecute high risk offenders of domestic violence.

Currently, cases that are deemed high risk using a risk assessment tool (DA-LE), are sent to the domestic violence detective bureau for a specialized investigation performed by select detectives. A special high risk advocate is then assigned. The case is reviewed by a high risk prosecutor, and, if charged, the case is placed onto a high risk docket in Cleveland Municipal Court. Efforts are underway to supplement this docket with a similar version for felonies in the Cuyahoga County Court of Common Pleas. WVSC's creation of a High Risk Team Captain will assist in the effort to process cases in a timely manner by coordinating the warrant enforcement campaign and submitting to Cleveland Police a list of warrants to be prioritized. The Captain will also coordinate the work of the High Risk Team, lending support to all members of the team and ensuring timely communication.

#### ***F. Sustainability***

Most of the activities under the previously funded Domestic Violence Homicide Prevention Demonstration Initiative have been sustained by incorporating them into standard operating procedures with Cleveland Police, prosecutors, and the court. Similar sustainability efforts will take place for warrant enforcement towards the end of this project period, if awarded. Cleveland Police will be presented with data on the effectiveness of the warrant enforcement efforts and will be given a work plan on how to sustain the campaign in future years.

Likewise, WVSC and DVCAC will work with all suburban communities to ensure the use of the DA-LE is soundly rooted in their internal operating policies and procedures so that it is not discontinued at the end of the project period.

#### ***G. Serving a Diverse Community***

WVSC, Cleveland Police, and DVCAC all recognize the need to ensure that services and responses are accessible to all members of the community. To that end, all three partners recently engaged in significant revisions to their language access policies. All partners can access language interpreters when needed. Most materials have been translated into commonly spoken languages, and the funds sought through this project include additional allocations for interpretation and translation. Likewise, through the Domestic Violence Homicide Prevention Demonstration Initiative, WVSC and DVCAC forged relationships with various culturally specific service providers that specialize in serving racial and ethnic minorities. Outreach has continued to those organizations and both WVSC and DVCAC will continue to strengthen their relationships with community groups.

Additionally, all services are available to individuals with disabilities. Detectives and advocates frequently travel to victims' homes to ensure they do not have to travel, particularly if travel is difficult due to a disability. WVSC, Cleveland Police, and DVCAC are also all partners in the federally funded project, Keys4Deaf Access. That program provides a Deaf advocate who works along side a hearing advocate so that Deaf or Hard of Hearing victims feel supported by a person who can relate well to the Deaf culture. Further, video interpretation is available via smart tablet through WVSC, Cleveland Police and the DVCAC.

### **Section Three: Who Will Implement the Project**

The goals stated in this proposal will be accomplished in partnership among three primary organizations: Cuyahoga County's Witness Victim Service Center ("WVSC"), the Domestic Violence and Child Advocacy Center ("DVCAC"), and Cleveland Division of Police ("Cleveland Police"). Each is described below, with special attention paid to the individuals who



will coordinate the work, and the organizational capacity to achieve the desired outcomes. *Please note: resumes are attached.*

- **WVSC will be responsible for coordinating warrant enforcement prioritization, providing information to Cleveland Police, and hiring and supervising the High Risk Team Captain. WVSC will also work with DVCAC to train suburban communities on the use of the DA-LE.** WVSC is publicly led and situated within Cuyahoga County's Department of Public Safety and Justice Services. WVSC was one of the first victim advocacy organizations in the United States, formed in 1973. Since then, WVSC has gone on to serve approximately 4,500 victims of violent crime annually. Advocates at WVSC are independent of both police and prosecutors, and instead function similarly to community based advocates. WVSC also leads multiple community initiatives and is trusted as an organization by police, the courts, and concerned community groups. WVSC is managed by Jill Smialek, who also serves as the manager for the Family Justice Center and a vice chair of the Domestic Violence Taskforce. She was site coordinator for both the Domestic Violence Homicide Prevention Demonstration Initiative and Defending Childhood Initiatives under the U.S. Department of Justice and continues to lead conversations to continue programming in both program areas. Smialek is a masters trained social worker and a licensed attorney. She holds over seventeen years of experience in government based project management, including nearly ten years in victim services. Witness Victim currently employs eighteen skilled victim advocates, including nine who handle domestic violence cases within the City of Cleveland. Those advocates are supervised by Timothy Boehnlein. Boehnlein was heavily involved in the implementation of the HRT and will continue to lend his skills and expertise to this phase

of high risk programming within Cuyahoga County. Boehnlein, with a master's degree in psychology and extensive training in counseling, is a sought after lecturer throughout the State of Ohio and will be a key leader spreading the use of the DA-LE in suburban communities. Boehnlein has over twenty five years of experience working with victims and perpetrators of domestic violence, making him an ideal supervisor for a newly hired High Risk Team Captain. While this position does not yet exist within civil service classifications, the attached job description will be used to guide the hiring process.

- **DVCAC will be responsible for coordinating efforts to train suburban police departments on the use of the DA-LE and will assist departments in amending policies, procedures and forms to incorporate risk assessment strategies.** DVCAC is a community leader in strategies to prevent domestic violence. They operate the only domestic violence shelter in the Cleveland area. They also operate a domestic violence helpline, available to callers in crisis twenty-four hours a day, seven days a week. They have been a provider of domestic violence services for over thirty-five years. Throughout this time, staff from Domestic Violence & Child Advocacy Center have established meaningful partnerships with a myriad of social service providers, law enforcement, courts, medical facilities and schools and is abundantly qualified to lead the efforts to use the DA-LE and incorporate high risk programming in suburban communities. DVCAC will be represented by Molly Kaplan. Kaplan holds a master's degree in public health with a background in economics. Kaplan was charged with organizing the activities of the HRT throughout the Domestic Violence Homicide Prevention Demonstration Initiative. Kaplan's attention to detail will ensure a thoughtful and comprehensive approach when working with multiple new communities.

- **Cleveland Police will be responsible for enforcing warrants prioritized by the HRT and submitted to them by the High Risk Team Captain.** The primary unit responsible for this activity will be the Neighborhood Impact and Community Engagement (N.I.C.E.) Unit. The N.I.C.E. Unit was created approximately four years ago and is responsible for working with community members to support law enforcement activities and enhance neighborhood safety strategies. They began enforcing domestic violence warrants on a pilot project basis under the Domestic Violence Homicide Prevention Demonstration Initiative and are poised to continue. Their work is closely tied to that of Cleveland Police's Domestic Violence Detective Bureau and they are considered allies in the investigation of domestic violence related crimes in Cleveland.

## BUDGET DETAIL WORKSHEET

**A. PERSONNEL**

**Personnel Total (\$140,805.91)**

Title	Year One	Year Two	Year Three
High Risk Team Captain	\$46,335.74	\$47,262.46	\$48,207.71

Cuyahoga County’s Witness Victim Service Center will hire one High Risk Team Captain. The Captain will report to the Justice System Advocacy Supervisor and will be responsible for day-to-day-management of the High Risk Team, focusing specifically on prioritization of warrants for high risk cases. The Captain will be classified as a Witness Victim Program Specialist and the civil service classification contained within this application will be revised to reflect these duties. The position will be paid as Pay Grade 8, as set forth by Cuyahoga County’s Personnel Review Commission. A 2% cost of living increase is reflected over the second and third years.

**B. FRINGE BENEFITS**

**Fringe Benefits Total (\$69,831.15)**

Category	Year One	Year Two	Year Three
Annual Hospitalization	\$16,072.16	\$16,072.16	\$16,072.16
Annual PERS	\$6,528.70	\$6,528.70	\$6,528.70
Annual Medicare	\$676.19	\$676.19	\$676.19

The High Risk Team Captain will be given the option to enroll in Cuyahoga County’s generous benefits package. The figures above are drawn from averages across the Witness Victim Service Center Staff and are provided in each of three years.

**C. TRAVEL**

**Travel Total (\$10,000)**

Mandatory per OVW requirement. Spending to be determined based on conference and technical assistance needs.

Mandatory Travel Estimate: \$10,000

2 trips x 3 people each = 6 trips / mandatory \$10,000 = \$1,666.00 per person, per trip

Each trip estimate:

Airfare: \$600

Hotel: \$600

Baggage: \$50

Parking: \$60

Per Diem @ \$45/day for 4 days: \$180

Ground Transportation, Mileage, and Other Allowable Expenses (wi-fi, faxes, etc):  
\$176

**D. PROGRAM EXPENSES**

**Supplies Total (\$13,562.50)**

Office Supplies: \$1,800

36 x \$50/month

This item includes basic office supplies for Witness Victim Service Center's staff assigned to this project.

Translation: \$1,200

12 documents x \$100/document

Program staff will ensure translation of revised consent form and intake forms into six of the top spoken languages in Cuyahoga County to ensure all victims have equal access.

Interpretation: \$8,500

100 hours x \$85/hour

Program staff will access language interpreters for individuals who do not speak English, or who use American Sign Language. This cost is estimated at \$85 per hour, with an estimated need of 100 hours over three years.

Bus Tickets: \$2,062.50

250 tickets x 2.75 each x 3 years

Victims who need assistance coming to court or police interviews will be provided with a bus ticket to and from their appointment.

**F. CONSULTANTS/CONTRACTS**

**Consultants/Contracts Fees Total (\$590,600.77)**

Domestic Violence and Child Advocacy Center: \$175,475.77

Item	Year One	Year Two	Year Three
Risk Assessment Consultation Fees	\$26,000	\$26,000	\$26,000
High Risk Coordinator	\$29,158.59	\$29,158.59	\$29,158.59
Travel	\$10,000		

Cuyahoga County will contract with the Domestic Violence and Child Advocacy Center for three years in order to engage in suburban training on risk assessment tools. Training will include policy development. This will be done in partnership with the national technical assistance provider, Jeanne Geiger Crisis Center. Cuyahoga County will help to support the High Risk Coordinator role at the Domestic Violence and Child Advocacy Center to coordinate these activities.

- Risk Assessment Consultation Fees: \$78,000  
\$13,000 per community fee to Jeanne Geiger Crisis Center x 2 communities x 3 years
- High Risk Coordinator: \$87,475.77  
5FTE x 3 years  
Salary \$23,172  
Employer FICA \$1,436.6  
Health Insurance \$4152.35  
Worker's Comp \$283.64  
Unemployment \$114  
Total \$29,158.59
- Travel: \$10,000  
Domestic Violence and Child Advocacy Center will be provided with \$10,000 for travel in order to attend mandatory OVW trainings and other OVW approved activities.  
  
2 trips x 3 people each = 6 trips / mandatory \$10,000 = \$1,666.00 per person, per trip  
Each trip estimate:  
Airfare: \$600  
Hotel: \$600  
Baggage: \$50  
Parking: \$60  
Per Diem @ \$45/day for 4 days: \$180

City of Cleveland Division of Police: \$415,125

<b>Item</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>
Warrant Enforcement	\$138,375	\$138,375	\$138,375

Cuyahoga County will contract with the Cleveland Division of Police for warrant enforcement activities. Officers from the Neighborhood Impact and Community Engagement Unit will accrue overtime at a rate of \$45.00 per hour, plus a benefits rate of 23%. They will be budgeted for 2,500 hours of warrant enforcement each year.

2,500 hours x \$45 per hour = \$112,500 per year x 23% benefits = \$138,375 per year

**GRAND TOTAL                      \$824,800.33**

<b>BUDGET SUMMARY</b>		
A.	Personnel	140,805.91
B.	Fringe Benefits	69,831.15
C.	Travel	\$10,000.00
D.	Equipment	0.00
E.	Program Supplies	\$13,562.50
F.	Construction	0.00
G.	Consultants/Contracts (Domestic Violence and Child Advocacy Center = \$175,475.77) Cleveland Division of Police = \$415,125)	\$590,600.77
<b>TOTAL</b>		<b>\$824,800.33</b>

**CONTRACT**

**by and between**

**CUYAHOGA COUNTY, OHIO**

**and**

**THE CITY OF CLEVELAND, OHIO**

THIS CONTRACT (the "Contract") is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof ("the County") and The City of Cleveland, Ohio ("the City"), a municipal corporation, having a principal place of business at 601 Lakeside Avenue East, Cleveland, Ohio 44114.

WHEREAS, the County was awarded a grant under the OVW FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, as more fully described in the County's Award Packet ("Grant"), dated September 8, 2020 and attached as Exhibit 1; and

WHEREAS, the City, as a partner in this project, shall receive a portion of the Grant proceeds to enhance services for victims of domestic violence who are at high risk for lethal assault through a targeted effort to enforce warrants in the City of Cleveland; and

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

**Article 1. AGREEMENT AND TERM**

1.1 Scope of Agreement. During the Term of this Contract, the City shall provide authorized services under the Grant to enhance services for victims of domestic violence who are at high risk for lethal assault through a targeted effort to enforce warrants in the City of Cleveland as listed in the Exhibit, which is incorporated into this Contract. If a discrepancy exists between the terms of the Exhibit and this Contract, the terms of this Contract will be controlling and binding.

1.2 Term. The Term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in until September 30, 2023.

1.3 Cost. The cost of this Contract shall not exceed \$415,125.00.



**Article 2.     PAYMENT AND INVOICING**

2.1     Payment. During the Term of this Contract, the County shall pay the City annually or monthly for the Services outlined in the Exhibits upon receipt and approval of said invoice by the County.

2.2     Invoicing. the City shall invoice the County annually or monthly for the Services outlined in the Exhibits upon execution of this Contract. the City shall submit original invoice(s) to the following address:

Cuyahoga County  
Business Department  
2079 East 9<sup>th</sup> Street, 3<sup>rd</sup> floor  
Cleveland, Ohio 44115

The terms set forth herein shall supersede any and all terms and conditions set forth on an invoice or purchase order, and any and all such terms and conditions shall be null and void.

2.3     Unauthorized Services. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that (i) the City provides Services prior to the County’s execution of this Contract (ii) the City provides Services after this Contract has terminated, (iii) the City provides Services that would increase the Contract amount above the dollar limit set in Section 1.3 above, or (iv) the City provides services outside of the scope of the approved Services under this Contract (collectively referred to as “Unauthorized Services”), those Unauthorized Services will be provided at the City’s risk, and payment therefore cannot, and will not, be made unless and until the County approves the Unauthorized Services in this Contract or a new contract. Upon the County’s approval of the Unauthorized Services, however, the County may ratify any and all performance under this Contract or the new contract and the County may include the performance of those Unauthorized Services in this Contract or the new contract. Payment(s) for Unauthorized Services approved by the County shall not increase the dollar limit of this Contract or the new contract.

**Article 3.     INDEMNITIES AND LIABILITIES**

3.1     Subcontracting. No task required to be performed under this Contract by the City shall be subcontracted to third parties without the express written consent of the County.

3.2     No Indemnity by County. the City acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. the City agrees that no provision of this Contract or any other contract or agreement between the City and the County may be interpreted to obligate the County to indemnify or defend the City or any other party.

**Article 4.     TERMINATION**

4.1     Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as “Termination for Default”. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. the City, however, shall be paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount.

4.2     Termination for Financial Instability. In the event that the City becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against the City of a meritorious petition in bankruptcy under any bankruptcy or debtor’s law, the County may, at its option, immediately terminate this Contract under Section 4.1, the “Termination for Default” clause, by giving written notice thereof.

4.3     Termination for Convenience. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the party receives it. If the termination is for the convenience of the County, the City will be entitled to compensation for any Services that the City has delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

**Article 5.     CONFIDENTIALITY**

5.1     Information. During the Term of this Contract, each party hereto may disclose information (“Information”) to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term “Disclosing Party” shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively “Representatives”) in connection with such party’s disclosure of Information to the other party and the term “Recipient” shall refer to either party hereto and any of its Representatives hereto in connection with such party’s receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as “confidential” at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder

5.2     Disclosure. The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than

those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

5.3 Exclusions. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

5.4 Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Information which is legally required.

**Article 6.     OWNERSHIP**

6.1     Documents. All documents created pursuant to this agreement shall be the property of the County upon approval and acceptance of such documents.

6.2     Data. All data, documents and information provided to the City by the County shall remain County property and shall be kept confidential in accordance with Article 6. Upon termination of this Contract, unless expressly agreed to otherwise in writing, the City shall return all County owned data, documents and information.

**Article 7.     MISCELLANEOUS**

7.1     Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Public Safety and Justice Services  
2079 East 9<sup>th</sup> Street  
Cleveland, Ohio 44115

In the case of the City:

The City of Cleveland, Ohio  
601 Lakeside Avenue East, Cleveland, Ohio 44114

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

7.2     Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

7.3     Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

7.4 Record Audit Retention. the City agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the Term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should the City be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

7.5 Governing Law and 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. the City 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. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

7.6 Social Security Act. the City shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the City for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and the City also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

7.7 Assignment. the City shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

7.8 Contract Processing. the City shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County  
ATTN: Business Department  
2079 East 9<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Cleveland, Ohio 44115

7.9 Ethics Requirements. the City agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the City shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspect General’s website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>

7.10 Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

7.11 Findings and Recovery. the City represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and the City must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

7.12 Good Standing. the City is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the Term of this Contract. Pursuant to 2 C.F.R. 200.213 and 2 C.F.R. Part 180, the City certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

7.13 Conflicts of Interest. the City personnel may not acquire any personal interest that conflicts with the City’s responsibilities under this Contract. Additionally, the City will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under the City’s control, if such an interest would conflict with that official’s or employee’s duties. the City will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. the City will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

7.14 Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by a force majeure event, which is defined as a supervening condition beyond that Party's reasonable control, including, without limitation, an act of God, civil commotion, strike, labor dispute, or governmental demand or requirement. Any Party unable to perform due to force majeure shall notify the other Party as soon as practicable and shall take all actions necessary to void or otherwise mitigate the effects of the force majeure event. Any suspension of Services due to force majeure shall be of no greater scope or duration than is necessary. The County is relieved from any obligation to pay for any Services that are suspended as a result of the force majeure event.

7.15 Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

7.16 Independent Contractor. It is fully understood and agreed that the City is an independent contractor and is not an agent, servant, or employee of County. the City declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

7.17 Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

7.18 Assignment; Binding Effect. the City may not assign this Contract without the prior written consent of the County.

7.19 Equal Employment Opportunity. the City will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

7.20 Drug-Free Workplace. the City must comply with all applicable state and federal laws regarding keeping a drug-free workplace. the City must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

7.21 Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

7.22 Anti-Discrimination. the City agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion,

national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of the City to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with the City, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of the City to enter into any particular agreements.

7.23 Public Records Law. Notwithstanding any provision of this Contract to the contrary, the City acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). If the County receives a request to disclose any information defined as “Confidential Information” or labeled as such by the City, the County will promptly provide notice of the request for information so that the City may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under the Ohio Public Records Act law resides with the City.

7.24 No Apparent Authority/Proper Approvals. the City recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

7.25 Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with the City for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by the City and such entity.

7.26 Annual Appropriations. All of the County’s obligations under the 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 City 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.

**Article 8.     ELECTRONIC SIGNATURE**

**THE CITY 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 IF THAT SIGNATURE WAS**



**MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CITY ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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.**

(Signature Page to Follow)

IN WITNESS WHEREOF, the County and the City have executed this Contract effective as of the Effective Date.

**CUYAHOGA COUNTY, OHIO**

**BY:** \_\_\_\_\_  
**Armond Budish, County Executive,**  
**or designee pursuant to Executive Orders**  
**No. EO2018-0002 dated October 31, 2018**  
**or No. EO2018-0001 dated February 26, 2018**

And

**THE CITY OF CLEVELAND, OHIO**

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

The legal form and correctness  
of this Contract is hereby approved:  
Law Department, County of Cuyahoga, Ohio  
Jonathan McGory, Assistant Law Director  
Gregory G. Huth, Esq. Director of Law