

RESOLUTION NO 2015-1963

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ORIANA HOUSE, INC. BEGAN JULY 1, 2015 AND WILL BE TERMINATING JUNE 30, 2017 AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fremont desires to contract with Oriana House, Inc. as outlined in Exhibit "A"; and

WHEREAS, the City of Fremont has received a grant from the Ohio Department of Rehabilitation and Corrections (ODRC) and has the authority to administer the amounts received from the ODRC to the Oriana House, Inc.; and

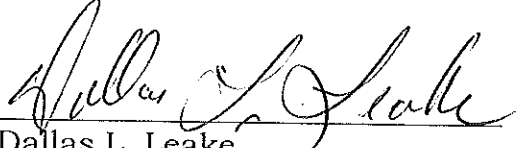
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FREMONT, STATE OF OHIO,

SECTION 1. That the Mayor is hereby authorized to sign an agreement with Oriana House, Inc. that began July 1, 2015 and will be terminating June 30, 2017, and

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio, and

SECTION 3. The immediate operation of the provisions of this resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the need to sign and return the agreement to Oriana House, Inc. to fulfill obligations in a timely manner.

This resolution, provided it receives a two-thirds ye or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this resolution shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.


Dallas L. Leake
President of Council

PASSED: 12-3-15

Effective date: 12-3-15


YEAS: 6 NAYS: 0


Stephanie L. Martin, City Council Clerk


James H. Ellis III, Mayor

RES453

Approved as to form:


James F. Melle, Director of Law
City of Fremont, Ohio

**Agreement to Provide Probation Improvement
And Incentive Grant Services**

This agreement is by and between the City of Fremont (City) whose address is 323 S. Front St Fremont, Ohio 43420 and Oriana House, Inc. (Oriana) whose address is P.O. Box 1501 Akron, Ohio 44309-1501.

Whereas, the City desires to contract with Oriana to implement and operate a Day Reporting Center and to provide community corrections services to offenders within the region as outlined in the Probation Improvement and Incentive Grant award from the Ohio Department of Rehabilitation and Corrections Intelligrant # PIG-2016-FreMuniAPD-00008 (Grant) and,

Whereas, Oriana agrees to provide the services outlined in the Grant during the grant period and for the jurisdictions outlined in the Grant.

Now, therefore, for the mutual covenants contained herein and for other valuable consideration it is agreed as follows:

1. Oriana will operate a day reporting program which will be known as the Northwest Ohio Behavior and Reporting Services (NO-BARS) within the City of Fremont designed to provide services to the Municipal Courts, County Courts and Courts of Common Pleas and their respective probation departments as designated in the Grant.
2. Oriana will provide Thinking for Change and opiate specific substance abuse treatment as outlined in the Grant at locations and at such sites and times that will be mutually agreed to by Oriana and the Courts.
3. Oriana will provide Electronic Monitoring (EM) and Secure Continuous Remote Alcohol Monitoring (SCRAM) to the Courts outlined in the Grant. These services will be provided in a timely fashion at the NO-BARS facility and at the various Courts. Oriana will use its monitoring center in Akron, Ohio for 24 hour per day coverage. Oriana may collect fees from clients for EM and SCRAM services according to a sliding scale subject to approval by the City. Fees collected will be accounted for as provided by the Grant Director to be used for grant related services at the discretion of the Grant Director.

Electronic monitoring services will consist of varying levels of monitoring including traditional radio frequency home detention and three levels of GPS tracking. Oriana will be responsible for installing and uninstalling the equipment, monitoring the clients during their sentence and communicating with the referral source. It is understood that if the client is placed on active GPS monitoring, the referral source must provide Oriana with a contact person who has the authority to act on a violation 24 hours a day 365 days a year.

Oriana will provide notification of violations to meet the needs of each court. A monthly progress report will also be provided to the courts for each client.

4. Oriana will provide interpreting services as necessary for clients with limited grasp of the English language.
5. The City agrees to pay Oriana on a quarterly basis out of the Grant funds. The quarterly payments will be paid once the funds are received by the City from the ODRC on or about October 1, 2015, January 1, 2016, April 1, 2016, July 1, 2016, October 1, 2016, January 1, 2017 and April 1, 2017. The quarterly payments will be as follows: State Fiscal Year 2016 one payment of \$379,162.80. Thereafter for SFY 2015 as follows: two payments each of \$189,581.40. For SFY 2017, four quarterly payments of \$189,581.40. The total amount of the agreement shall not exceed One Million, Five Hundred Sixteen Thousand, Six Hundred Fifty One dollars and Twenty Cents (\$1,516,651.20). Oriana will be responsible for providing a quarterly invoice to the City prior to each payment.
6. Oriana will assist the City of Fremont with all reporting requirements and ensure compliance with all State of Ohio and the Ohio Department of Rehabilitation and Corrections (ODRC) fiscal and programmatic guidelines.
7. Oriana shall keep adequate records as necessary to meet the reporting requirements of all regulatory state agencies, file all required reports and provide information as needed by the federal, state, county, city, or the courts. Financial records shall be kept for receipts, expenditures and disbursements for each funding source sufficient for a clear audit trail by source of funds according to reasonable accounting standards and in a manner approved by the Finance Director of the City, and shall be available for review by the City at all reasonable times. These records shall be maintained so as to comply with all public records retention requirements. All records shall be delivered to the Grant Director upon termination of this agreement.
8. Oriana shall provide evidence of an all-risk casualty and public liability insurance policy in the amount of One Million Dollars per occurrence with the City as an additional insured. Oriana shall hold the city and the Grant Director harmless from any and all claims, incidents or occurrences that may arise from the operation of the program.
9. Oriana shall not discriminate in employing or promoting any individual or in accepting residents on the basis of race, creed, religion, sex or national origin.
10. This Agreement commences on July 1, 2015 and shall terminate June 30, 2017.
11. Either party may terminate this agreement for any reason with 90 days prior written notice. The City shall bear no responsibility for any costs, direct or indirect, associated with the termination of this agreement
12. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part

thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

13. This agreement may only be modified by mutual agreement of the parties in writing. All notices shall be sent to the parties via U.S Mail at the addresses listed below:

Oriana House, Inc.
P.O. Box 1501
Akron, 44309-1501

City of Fremont
323 S. Front St
Fremont, Oh 43420

In Witness Whereof, The parties hereunto execute this Agreement on this ____ Day of October, 2015.

By: Oriana House, Inc.

By: City of Fremont

James J. Lawrence Date
President

Jim Ellis Date
Mayor

Approved as to form

James F. Melle Date
Law Director