



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

SEPTEMBER 28, 2016

8:30 A.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.

(Sign-up sheets at entrance of Commission Chambers.)

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearing: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission - (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

POLICE

- | | |
|---|-------------|
| A1. Kiesler Police Supply (replacement body armor) | \$30,240.00 |
| A2. Brite Computers/Upstate Wholesale Supply, Inc. (two hundred and twenty Netmotion usage licenses with maintenance) | 12,844.44 |

1. (Cont'd):

RECREATION & YOUTH SERVICES

B1. Crown Personnel Services, Inc. (temporary employment services as needed through 12-31-16) **\$20,000.00**
-Depts. of Police, and Recreation & Youth Services. **Total: \$63,084.44**

2. **Optica Consulting, Inc. – Service Agreement** – for continued services to support and enhance crime analysis programs – Dept. of Police. **\$165,480.00**
(Thru 9/30/17)

3. **Sinclair Community College – Service Agreement** – to provide two full-time Victim Advocate Coordinators and one Victim/Witness Student Volunteer to support the City of Dayton Prosecutor’s Office Victim Services Unit – Dept. of Law. **\$144,718.00**
(Thru 9/30/17)

IV. LEGISLATION:

Emergency Resolutions – First and Second Reading:

4. **No. 6210-16** Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety, Ohio Traffic Safety Office, in the Amount of Forty Thousand Six Hundred Twenty-Three Dollars and Twenty Cents (\$40,623.20) on Behalf of the City of Dayton, and Declaring an Emergency.
5. **No. 6211-16** Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety, Ohio Traffic Safety Office, in the Amount of Thirty Thousand Two Hundred Nine Dollars and Sixty-Four Cents (\$30,209.64) on Behalf of the City of Dayton, and Declaring an Emergency.
6. **No. 6212-16** Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety in the Amount of Two Hundred Twenty-Four Thousand Six Hundred Twenty-Three Dollars and Ninety Cents (\$224,623.90) on Behalf of the City of Dayton, and Declaring an Emergency.
7. **No. 6213-16** Approving the Submission of Grant Applications and Authorizing the Acceptance of Grant Awards from the Miami Valley Regional Planning Commission under the Transportation Improvement Program for State Fiscal Year 2022, and Declaring an Emergency.

8. **No. 6214-16** Authorizing the Acceptance of a Grant Award for a Fair Housing Assistance Program from the United States Department of Housing and Urban Development in the Amount of Sixty-Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$68,950.00) on Behalf of the Human Relations Council of the City of Dayton, and Declaring an Emergency.

Resolution – First Reading:

9. **No. 6215-16** Authorizing the City Manager to Accept a Grant Award from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) in the Amount of Sixty-Three Thousand Five Hundred Seventy-Nine Dollars (\$63,579.00) on Behalf of the City of Dayton.

VI. MISCELLANEOUS:

ORDINANCE NO. 31525-16

RESOLUTION NO. 6216-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 927-16



City Manager's Report

From **5530 - CS/Purchasing**

Date **September 28, 2016**

Expense Type **Purchase Order**

Total Amount **\$63,084.44**

Supplier, Vendor, Company, Individual

Name **See Below**

Address **See Below**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below
Includes Revenue to the City <input type="checkbox"/> Yes <input type="checkbox"/> No Affirmative Action Program <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Description

POLICE

(A1) P1600614 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN

- Replacement body armor.
- These goods are required to replace armor worn beyond economical repair.
- This amendment increases the previously authorized amount of \$110,582.00 by \$30,240.00 for a total not to exceed \$140,822.00 and therefore requires City Commission approval.
- This is the second change order to the original purchase order. Alternatives to amending this purchase order were not considered because rates are in accordance with a firm price agreement (amendment increases quantity).
- The Police Department recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	10000-6221-1301-71	\$30,240.00

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

POLICE (CONTINUED)(A2) P1601087 – BRITE COMPUTERS / UPSTATE WHOLESALE SUPPLY, INC., VICTOR, NY

- Two hundred and twenty (220) Netmotion usage licenses with maintenance.
- These services are required for Mobile Data Computers (MDCs) in emergency vehicles.
- Three possible bidders were solicited and two bids were received.
- The Departments of Aviation, Fire and Police recommend acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Maintenance Agreements	10000-6210-1166-71	\$8,699.19
2016	Supplies and Materials	51000-3224-1301-43	\$ 291.92
2016	Maintenance Agreements	10000-6330-1166-71	\$3,853.33

RECREATION AND YOUTH SERVICES – CONVENTION CENTER(B1) P1600672 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide temporary staffing services at the Convention Center.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16001K with firm pricing through 12/31/2016.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of \$101,400.00 by \$20,000.00 for a total not to exceed \$121,400.00 and therefore requires City Commission approval.
- This is the first change order to the original purchase order. Alternatives to amending this purchase order were not considered because rates are in accordance with a firm price agreement (amendment increases quantity).
- The need for additional funds is due to unanticipated operating expenses from increased business the first half of the year.
- The Department of Recreation and Youth Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	11000-3500-1159-11	\$20,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: NETMOTION LICENSES/MAINTENANCE

Dept./Div.: POLICE

Requisition No.: 053DP6

BIDDER NAME & STREET ADDRESS:				1	2	2
CITY:				Brite Computers	CDWG	Sayers
STATE & ZIP:				Victor NY 14564	Vernon Hills IL 60061	Atlanta GA
Recommended for Award				x		
QUALIFIES FOR LOCAL PREFERENCE?				NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?				NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO	NO	NO
Item No./qty	ITEM DESCRIPTION	U/M		UNIT /EXT	UNIT /EXT	UNIT /EXT
Please Read all bid responses to ensure that all information received from vendor is reviewed and used in the evaluation process						
NETMOTION LICENSES/MAINTENANCE						
1./250	Netmotion Licenses/maintenance	EA		\$12,844.44	\$13,812.52	\$13,583.00
				TERMS:	NET 30	NET 30
				F.O.B.:	DEST	DEST
				DELIVERY:		

● = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

All solicited vendors submitted a bid.



City Manager's Report

2.

From **6210 - Police Director**

Date **September 28, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$165,480 through 9/30/17**

Name **Optica Consulting, Inc**

Address **2312 Far Hills Ave.
Dayton, Ohio 45459**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2015 Edward Byrne Memorial Grant	28171-6210-1159-71	\$ 36,300
2016 Edward Byrne Memorial Grant	28163-6210-1159-71	\$124,168
2017 State Law Enforcement Fund	28221-6210-1159-71	\$ 5,012

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

The City of Dayton, Department of Police requests approval for the attached Agreement in the amount of \$165,480 with Optica Consulting Incorporated, (OCI). The current contract will expire on September 30, 2016. The new contract will allow for continued services through September 30, 2017, with a one year renewal option.

This contract will provide the opportunity to address the Department's continued technical needs, while offering flexibility to control costs. The provider will continue to support and enhance our crime analysis programs and to assist in the continued development and support of the Police Department's Executive Information System (EIS). Additionally, OCI provides personnel support and training for graphical crime analysis, public crime mapping and the patrol staffing modeling.

With this vendor's knowledge and support of the Department's EIS system and patrol staffing model, the Department has found OCI to be the best and most efficient choice for the provision of these services.

This contract has been approved as to form and correctness by the Law Department.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

TECHNOLOGY CONSULTING SERVICES AGREEMENT

This Technology Consulting Services Agreement ("Agreement") is made this ____ day of _____, 2016 between Optica Consulting, Incorporated ("OCI"), a Delaware corporation, having a post office box at 2312 Far Hills Avenue, Dayton, Ohio 45419 and the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, located at 101 W. Third Street, Dayton, Ohio 45402.

WITNESSETH THAT:

WHEREAS, the City desires the services of qualified and experienced crime and data analysts to provide certain services related to crime, arrest, and dispatch data for the City's Department of Police; and

WHEREAS, OCI is willing to perform such services, as requested by the City, and represents that its staff is fully qualified to perform such services for the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and OCI agree as follows:

1. Scope of Work

- 1.1. OCI shall provide, as needed and upon request by the City, any of the "technical consulting services" described in Attachment A, which is attached hereto and incorporated herein. Specifically, OCI shall assign two full time equivalent employees (FTE), resulting in one or more Crime Analyst(s) and one or more Business Analyst(s) to provide the consulting services to the City. During the term of the Agreement, the Crime Analyst(s) will provide a minimum of 1,800 service hours, and the Business Analyst(s) will provide a minimum of 1,800 service hours (generally delivered during standard business hours Monday through Friday, or as mutually agreed between OCI and City). OCI agrees that its consultants will use all reasonable efforts to schedule vacations, training, and meeting days in such a manner to minimize disruption of services to the City.
- 1.2. OCI represents that its consultants are adequately trained to perform the services requested under this Agreement. OCI shall not knowingly assign any personnel to act as a consultant, if such person has a record of any criminal conviction. OCI shall cause its consultants to know and abide by those business policies, procedures, and security requirements of City. In the event the consultants are not able to perform the services or do not perform the services to the reasonable satisfaction of the City, OCI agrees to replace said consultants with mutually agreeable replacements having similar capabilities, training and qualifications. In the event suitable and mutually agreeable replacements are not available, the City may, at its option, terminate this Agreement or proportionally reduce the amount of monthly compensation to be paid for services.
- 1.3. The City reserves the right to conduct, for security reasons, a lawful background investigation on OCI, its principals and personnel, including all consultants assigned to perform the services. OCI agrees to fully cooperate with the City in this endeavor and to provide any information, to the extent allowed by law, which is reasonably necessary to perform such background investigation. The City will, upon OCI's written request and if allowable by law, provide a copy of such background investigations to OCI. Dependent upon the results of the background check, the City and OCI may by mutual written agreement immediately remove any consultant from performance of the services.

2. Term and Termination

- 2.1. This Agreement shall commence on October 1, 2016, and shall expire on September 30, 2017, unless terminated earlier as provided in Subsections 2.3 or 2.4. This Agreement shall be renewable for one (1) additional twelve (12) month term. The renewal must be executed in writing, approved by the Commission of the City of Dayton, and signed by a duly authorized representative for each party.
- 2.2. Either party may immediately terminate this Agreement, if the other party defaults in the performance of any of the covenants and conditions required herein to be kept and performed by it, and such defaulting party fails to cure the default within thirty (30) days after receipt of written notice of said default.
- 2.3. This Agreement may be terminated by either party upon giving written notice of termination to the other party at least sixty (60) days prior to the effective date of such termination.
- 2.4. In the event this Agreement is terminated, the City shall be relieved of any obligation to pay for any work or services performed subsequent to the effective date of termination.

3. Payment

- 3.1. Total amount of remuneration in this Agreement shall not exceed the sum of One Hundred Sixty-Five Thousand Four Hundred Eighty Dollars and Zero Cents (\$165,480.00) for all technical consulting services provided by OCI pursuant to this Agreement.
- 3.2. Payment to OCI for the technical consulting services provided in accordance with this Agreement shall be made in monthly installments not to exceed Thirteen Thousand Seven Hundred Ninety Dollars and Zero Cents (\$13,790.00) each. OCI shall submit to the City an invoice for each monthly payment, which invoice shall state the invoice period, technical consulting services and deliverables actually provided during the invoice period and the monthly payment amount. Unless disputed, the City agrees to remit payment within thirty (30) days from the City's receipt of the monthly invoices.

4. City Responsibilities

- 4.1. The City will direct and prioritize the services that OCI consultants will provide under this Agreement so that the selected technical consulting services can be completed during the term hereof.
- 4.2. The City agrees to provide the OCI consultants with access to the City building(s) that are necessary to perform the services twenty-four (24) hours a day, seven (7) days a week. Further the City agrees to provide the consultants with access necessary to complete the services, including access to internal workstations and remote access to the City's network and e-mail system for information exchange.

- 4.3. The City shall make arrangements for the ordering and set-up of any necessary hardware, software, network connections or other services needed by the consultants, which may affect the schedule and work efforts or technical consulting services to be performed by the consultants.

5. Confidential Information

- 5.1. Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information shall be information, which, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information shall be information which, under the laws of the State of Ohio, is classified as being "private" or "confidential." Such information shall be marked "confidential" and/or "proprietary" by the party providing it within ten (10) days after disclosure.
- 5.2. To the extent permitted by law and recognizing that the City is a political subdivision of the State of Ohio and subject to the Ohio Public Records Act (Ohio Revised Code § 149.43 *et seq.*), the parties agree that for a period of two (2) years following the date of disclosure of confidential or proprietary information, it will not disclose such information to any third party without the other party's written consent. During this two-year period, each party will protect the confidential or proprietary information received by it in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the services contracted for under this Agreement.
- 5.3. Nothing in this Section 5 shall prohibit or limit Consultant's disclosure of confidential information: (i) previously known to it without agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state and/or federal law; or (v) when such disclosure is authorized in writing by the City.

6. Deliverables and Ownership

- 6.1. General Deliverables: OCI will deliver to the City, based upon City's selection of the technical consulting services listed in Attachment A, all documentation, designs, scripts, databases, descriptions, and technical diagrams resulting from performance of the technical consulting services. These materials will be provided to the City in both paper and electronic (CD or DVD) formats.
- 6.2. Specific Deliverables: Specific deliverables shall be determined and agreed upon between the parties based upon the amount of detailed specifications provided by the City to OCI before commencement of such services. However, the "Change Control" process outlined in Section 13 can be used to move a general deliverable, as described in Subsection 6.1, into a specific deliverable, as described in this Subsection 6.2.
- 6.3. OCI assigns ownership of the copyrights to all general deliverables and specific deliverables (as these terms are identified in Subsections 6.1 and 6.2 above, which shall be collectively referred to as "Custom Deliverables") to the City. However, such assignment does not include any portion of a Custom Deliverable that OCI has created independently of the technical consulting services or that OCI has licensed from a third party (hereinafter referred to as "Other Deliverables"), as such portions shall only be licensed to the City as provided in Section 6.4. OCI will retain a worldwide, nonexclusive, royalty-free license to copy, display, distribute, perform, modify, translate,

sublicense and use the Custom Deliverables, provided that in doing so it does not disclose the City's confidential and/or proprietary information, or incorporate its trademarks or trade dress.

- 6.4. OCI grants the City a worldwide, nonexclusive, royalty-free license to copy, display, distribute, perform, modify, translate and use the Other Deliverables for the City's municipal and business purposes. In the event the Other Deliverable is licensed from a third party, OCI shall provide the City with a written description of the City's obligations with respect to that licensed material. Unless OCI expressly agrees in writing, the City may not disclose, distribute or license Other Deliverables to any third party, except as otherwise required by law.
- 6.5. Except as otherwise provided in this Section 6, OCI shall retain ownership of all rights in and to all other deliverables. Under no circumstances will these deliverables be considered a "work made for hire." All of the rights and licenses OCI grants the City under this Section 6, including copyright ownership, are subject to the City's payment in full of the charges for the technical consulting services and particular deliverable.
- 6.6. The City acknowledges that OCI enhances its ability to provide the City with quality services and Custom Deliverables through the expertise it gains working with many customers, and that the City and all OCI's customers benefit from such experience. The City agrees that, provided OCI does not disclose the City's confidential and/or proprietary information in doing so, OCI is permitted, upon notification to the City, to create similar Custom Deliverables and perform similar services for its other customers without restriction.

7. Defects, Acceptance and Warranty

- 7.1. All deliverables, whether a general deliverable, specific deliverable or Other Deliverable as these terms are defined in Section 6, provided under this Agreement by OCI to the City shall, to the fullest extent possible, be free from defects. For purposes of this Agreement, a "defect" shall mean any failure of the particular deliverable or any component thereof to conform to the functionality and other specifications identified by the City, including any problems with network connectivity. In the event the City identifies a defect, it shall provide written notice to OCI indicating, to the best of the City's ability, the nature and type of defect. OCI agrees to promptly, and without additional cost to the City, repair and/or replace such defect(s) or, if such defect cannot be promptly corrected, shall provide to the City's reasonable satisfaction, a detailed plan, including a date of completion, for correction of the defect(s) or replacement of the particular deliverable.
- 7.2. OCI shall have no obligation to correct defects resulting from: (i) any use of the particular deliverable not in accordance with, or for purposes not intended by, this Agreement; or (ii) the use or combination of the deliverable with other products, equipment, software, hardware, media or data not intended, authorized, or intended where the breach of warranty would not exist but for such use or combination. If any Other Deliverable is the subject of, or is likely to become the subject of, any claim, action, suit, or proceeding for infringement, then OCI may, at its option and expense: (a) acquire or procure for the City from the third party the right to continue to use the Other Deliverable or (b) modify or replace the Other Deliverable so as to be non-infringing.
- 7.3. OCI warrants that title to any and all deliverables provided to the City hereunder shall be free and clear of all claims, charges, security interests, liens and encumbrances. OCI shall insure that all third party warranties for Other Deliverables or other equipment or items procured under this Agreement shall be transferred to the City upon receipt of payment.

- 7.4. OCI warrants to the City that all materials, equipment and any type of deliverable, including any software, license or other intellectual property, furnished hereunder: (1) shall be new, unless otherwise agreed to by the City; (2) shall be free from defects, as this term is defined herein; (3) shall be free of known viruses, worms and Trojan horses, and any code designed to disable the intellectual property because of the passage of time, alleged failure to make payments due, or otherwise, except for documented security measures such as password expiration functions; (4) will perform in conformity with the functionality requirements and specifications identified by the City; and, (5) is, in all material respects, complete and accurate, and will enable City employees and/or City contractors with ordinary skill and experience to use the deliverable for all purposes for which it is being provide to the City.
- 7.5. OCI warrants that its consultants and personnel shall perform the technical consulting services under this Agreement in a workmanlike manner and in accordance with the specifications provided by the City when selecting the services needed and all requirements set forth in this Agreement.
- 7.6. Unless the City notifies OCI of a defect as provided in this Section 7 or rejects a particular deliverable within a sixty (60) days from implementation of a particular deliverable, the particular deliverable and all technical consulting services related thereto shall be deemed accepted by the City.

8. Indemnification and Insurance

- 8.1. OCI shall defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages and expenses (including attorney fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement; and/or infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right, privacy or similar right of any third party and/or the acts, omissions or conduct of OCI or its employees and agents; excepting such claims, losses, damages and expenses or liabilities that are solely caused by or arise out of the negligence or wrongful acts or omissions of the City, its officers, employees and agents.
- 8.2. During the performance of this Agreement, OCI shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, the following insurance:
 - 8.2.1 General/Comprehensive Liability Insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate; and
 - 8.2.2 Worker's Compensation Insurance for all employees, in such amounts as required by law.
- 8.3. The policy or concurrent policies of insurance required herein, but excluding Worker's Compensation Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additionally insured. Further, such policies of insurance, excluding Worker's Compensation Insurance, shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage.
- 8.4. Within thirty (30) days of the execution of this Agreement, OCI shall furnish the City with copies of the policy of insurance, including declaration page(s), demonstrating compliance with the insurance requirements contained herein.

9. Taxes

9.1. City will provide OCI with the appropriate tax exemption certificates, if applicable.

10. Disputes

- 10.1. "Dispute" means any controversy or claim between City and OCI. It includes controversies or claims that are related directly or indirectly to this Agreement, whether based on contract, statute, tort, fraud, fraudulent inducement, misrepresentation, or other legal or equitable theory, whenever brought, between City and OCI or any of City's or OCI's employees or agents.
- 10.2. The City and OCI agree to use good faith efforts to first negotiate a solution to the Dispute, including progressively escalating any controversy or claim through senior levels of management. If negotiation does not result in a resolution within fifteen (15) business days of when one party first notifies the other of the Dispute, the parties agree to submit the Dispute to non-binding mediation in accordance with Subsection 11.3.
- 10.3. If the City and OCI are unable to resolve a Dispute by negotiation, both parties agree to submit it to non-binding mediation conducted by the Dayton Mediation Center.
- 10.4. Except for Disputes resolved in accordance with this Section, the City and OCI agree to exercise any right or remedy in connection with this Agreement exclusively in, and hereby submit to the jurisdiction of, the courts of Montgomery County, Ohio. The parties waive the right to a jury trial of any claim and consent to a bench trial in any court of appropriate jurisdiction in Montgomery County.

11. General Provisions

- 11.1. This Agreement, together with Attachments A and B, represents the entire and integrated agreement between the City and OCI. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- 11.2. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- 11.3. A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the City's rights with respect to any other or further breach.
- 11.4. OCI shall meet with the City, and its designees at such times designated by the City to review and discuss performance of this Agreement and/or the services. OCI shall allow the City to conduct inspections or monitoring, and shall cooperate with the City and its contractors in all respects concerning the performance of the services and the review and monitoring of its performance under this Agreement.
- 11.5. OCI shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City's written consent to an assignment, no assignment will release or discharge OCI from any obligation under this Agreement. Nothing contained in this subsection shall prevent OCI from employing independent consultants, associates, and subcontractors to assist in the performance of the services required hereunder.

- 11.6. All promises, covenants, stipulations, and agreements set forth in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.
- 11.7. By executing this Agreement, OCI acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, OCI shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this subsection. OCI shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

OCI, its consultants, all employees and any other persons retained or hired by OCI to perform the services, duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. OCI is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. Further, OCI shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

- 11.8. The City or OCI may request to amend or modify this Agreement, at any time, provided that upon mutual agreement, any such amendment or modification is executed in writing, makes specific reference to this Agreement, is signed by a duly authorized representative of City and OCI and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- 11.9. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. By execution hereof, OCI irrevocably consents to the jurisdiction of the state and federal courts located in Montgomery County, Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
- 11.10. OCI shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of this Agreement as if fully and specifically rewritten herein and that failure of OCI to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement immediately.

- 11.11. All costs and expenditures for the services performed under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents, which shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, OCI shall make available to the City all of its records related to this Agreement. OCI shall also permit the City to audit, examine and make excerpts or transcripts from such records and to have audits made of all contracts(s), invoices(s), materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or part to matters covered by this Agreement.

- 11.12. OCI shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all services funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final payment. Notwithstanding the above, if there are claims, litigation, audits, negotiations or other actions that involve any of the records pertaining to this Agreement, which commence prior to the expiration of the three-year period, then OCI shall retain records until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- 11.13. OCI affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

12. Change Control Process

- 12.1. The Change Control Process described in this Section 13 shall govern changes to the scope of any technical consulting services project. Either party may request changes to a particular technical consulting services project during the term of this Agreement, as may be necessary.
- 12.2. A Change Request Form will be the vehicle for communicating any desired changes to the particular technical consulting services project. The City or, as applicable, OCI will complete a "Change Request Form," which will be in substantially the same format as set forth in the attached and incorporated Attachment B, describing the change, the reason for the change and the effect the change may have on the particular technical consulting services project.
- 12.3. Both OCI and the City will review the proposed Change Request Form and approve it or reject it. Both OCI and the City must sign the approval portion of the Change Request Form to authorize the implementation of the change(s) to the particular technical consulting services project.
- 12.4. The City's Director of Police, or his designee, shall be authorized on behalf of the City to approve and execute any changes to the technical consulting services project(s) that are mutually agreed between the City and OCI.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the City and OCI, each by a duly authorized representative, have executed this Agreement as of the day and date first set forth above.

CITY OF DAYTON, OHIO

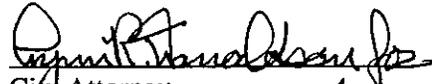
OPTICA CONSULTING, INC.

City Manager

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney *J.C.R.*

**APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:**

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission

ATTACHMENT A

1. TECHNICAL CONSULTING SERVICES:

OCI will provide any or all of the following technical consulting services from which the City can select and prioritize the work effort, given the time frame of the engagement:

- 1.1 Provide data analysis expertise, as it relates to the City's Department of Police. Data analysis will include, but is not limited to, the following Dayton Police Department business functions:
 - 1.1.1 Community Initiative to Reduce Gun Violence ("CIRGV");
 - 1.1.2 Patrol Staffing and analysis;
 - 1.1.3 Monthly Crime Analysis Prevention Efforts and Response Strategies ("CAPERS") reporting;
 - 1.1.4 Initiatives related to Problem Oriented Policing ("POP"), including hot-spot, pattern analysis, and initiative tracking;
 - 1.1.5 Crime analysis for district commanders and police command staff;
 - 1.1.6 Fulfillment of public records requests for crime statistics, arrests, or other police and criminal justice related data;
 - 1.1.7 Data mapping along with short and long term trend analysis;
 - 1.1.8 Data analysis using Footprint situational awareness software;
 - 1.1.9 Best efforts for Maintenance and enhancement of Link Analysis, Executive Information System ("EIS"), and CorVu reporting; and
 - 1.1.10 Maintenance and enhancement of public crime maps and automated alerting.
- 1.2 Compile and maintain crime, arrest, dispatch, field interview, and other criminal justice related data collected by the City's Department of Police, and provide such data in a timely and usable format to authorized users of such data.
- 1.3 Provide, upon request by the City, a written analysis of the crime and arrest data to supervisory personnel of the City's Department of Police.
- 1.4 Identify and recommend the adoption of nationally recognized guidelines and standards for data analysis.
- 1.5 Such other services related to the crime, arrest, dispatch, field interview, and other criminal justice data as the City may request.

2. Additional Terms and Conditions:

- 2.1. OCI will perform the data analysis consulting services requested by the City.
- 2.2. E-mail is the preferred method of communications, particularly for transmitting documents and attached files. Documentation shall be provided in MS-Office 2013 or higher format per City needs and pursuant to Section 1 above.
- 2.3. OCI is not responsible for completion of any assigned work efforts or sub-projects outlined in Section 1 when there are circumstances outside of OCI's control that cause OCI's portion of the work or services to not start or not be completed within the engagement period. These circumstances include, but are not limited to:

- 2.3.1 Delays in delivery of, or unavailability of required equipment or software.
- 2.3.2 Work efforts by City resources or other third party resources where their work efforts are delayed or become unavailable for completion in a timely manner.
- 2.3.3 Inadequate lead times provided for the completion of the work effort prior to the expiration of the service delivery period. The timeframe for completion of any work effort will be provided to the City when requested, on a case by case basis, so that all required work can be completed during the term of this Statement of Work.

ATTACHMENT B

Change Request Form

Project Name:

Customer Name: City of Dayton, Ohio

Change Description

Priority: Low: _____ Medium _____ High: _____

Change Type:

_____ Functional Specification
_____ Design Specification
_____ Technical Specification
_____ User Documentation
_____ Training Requirements
_____ Other (please specify)

_____ Problem Report
_____ Acceptance Test Plan
_____ Project Schedule
_____ Programming Module

Change Description:

References:

Submitted By: _____ Date: _____

Impact Assessment

Time (specify unit):

Cost:

OCI Program Manager: _____

City of Dayton Project
Manager: _____

Estimated Effort (calendar time):

Project Schedule Impact:

Project Scope Impact:

Technical Design Impact:

Approval

The undersigned agrees to purchase the above documented changes to the original statement of work. Purchaser understands that all changes mentioned herein are bound by the terms and conditions stated in the original statement of work.

(City of Dayton Project Manager)

(OCI Program Manager)

(Estimated Completion Date- if applicable)

(Date)

Estimate of Effort to Execute Requested Change:



City Manager's Report

From **5210 - Law/Criminal**

Date **September 28, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$144,718.00 (thru 9-30-17)**

Name **Sinclair Community College**

Address **444 West Third Street
Dayton OH 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Prosecutor's Victim Witness	22119-5210-1159-74	\$144,718.00

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

Authorization is requested to enter into a contract with Sinclair Community College to provide two (2) full-time Victim Advocate Coordinators and at least one (1) Victim/Witness Student Volunteer to support the City of Dayton Prosecutor's Office Victim Services Unit.

The Victim Services Unit assists victims of crime through the stages of the criminal justice system by providing an understanding of the criminal justice process, assistance in speaking or communicating with prosecutors, court accompaniment, crime victim compensation information, personal advocacy, emotional support, assistance in safety planning and informing victims of rights under the Ohio Victims' Rights Law.

Sinclair Community College has provided these services since the beginning of the program in 1997. This contract will continue these vital services through September 30, 2017.

Funds for this program are provided through a grant from the Ohio Attorney General's Office and court costs assessed from the Dayton Municipal Court.

The Department of Law has approved this agreement as to form and correctness.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CT16-1525

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

Contract Start Date	10/01/16
Expiration Date	09/30/17
Original Commission Approval	\$144,718.00
Initial Encumbrance	\$144,718.00
Remaining Commission Approval	
Original CT/CF	CT150775
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	

Required Documentation	
<input checked="" type="checkbox"/>	Initial City Manager's Report
<input checked="" type="checkbox"/>	Initial Certificate of Funds
<input checked="" type="checkbox"/>	Initial Agreement/Contract
<input type="checkbox"/>	Copy of City Manager's Report
<input type="checkbox"/>	Copy of Original Certificate of Funds

Amount: <u>\$144,718.00</u> Fund Code <u>22119 - 5210 - 1159 - 74 - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 8px;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 8px;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 8px;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 8px;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Sinclair Community College
 Vendor Address: 444 West Third Street Dayton 45402
Street City State Zipcode + 4
 Federal ID: 31-0723444
 Commodity Code: 91893
 Purpose: Contract to provide victim assistance services in the City of Dayton Prosecutor's Office.
 This is a continuation of services that have been provided by Sinclair Community College since 1997. Commission approval is required.

Contact Person: Regina D. Blackshear Law / Civil 9/7/2016
Department/Division Date
 Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature: <u></u>	Date: <u>9-20-16</u>	
CF Prepared: <u></u>	Date: <u>9/15/16</u>	CF/CT Number: <u>CT16-1525</u>

**AGREEMENT FOR
VICTIM/WITNESS COORDINATION UNIT**

THIS AGREEMENT FOR VICTIM/WITNESS COORDINATION UNIT SERVICES ("Agreement") is entered into this ____ day of _____, 2016 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (hereinafter called "City") and Sinclair Community College, a political subdivision, established pursuant to Ohio Revised Code 3354 to serve as community College (hereinafter called "Sinclair").

WITNESSETH THAT:

WHEREAS, pursuant to a Victims of Crime Act ("VOCA") grant award by the State of Ohio Attorney General's Office, the City's Department of Law, Criminal Division, (hereinafter referred to as the "City Prosecutor's Office") maintains a Victim/Witness Coordination Unit, the purposes of which include supporting, preparing, and assisting victims and witnesses during criminal proceedings;

WHEREAS, the City desires to engage victim/witness coordination advocates and to assist with the Victim/Witness Coordination Unit; and

WHEREAS, Sinclair represented to the City that it can provide qualified advocates and student volunteers to perform certain services for the Victim/Witness Coordination Unit.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows.

ARTICLE 1. TERM AND TERMINATION

This Agreement shall commence on October 1, 2016, and shall expire on September 30, 2017, unless extended by mutual written agreement or earlier terminated as provided herein.

Either party shall have the right, upon thirty (30) days prior written notice to the other party, to terminate this Agreement. In the event of such termination, Sinclair shall be entitled to receive all sums due for the services performed under this Agreement up to the effective date of termination.

ARTICLE 2. SCOPE OF SERVICES

Sinclair shall provide two (2) full-time victim/witness advocate coordinators ("advocates") and at least one (1) victim/witness student volunteer ("volunteers") to perform the services specified hereinafter for the City's Victim/Witness Coordination Unit. The advocates and volunteers will provide the following services for the City Prosecutor's Office and, in particular, for its Victim/Witness Coordination Unit:

1. Assist victims throughout the stages of the criminal justice process and inform victims of rights under the Ohio Victim Rights Law, give information on Victims of Crime Compensation, and Victim Information and Notification Everyday (VINE);
2. Interview victims/witnesses and make appropriate referrals for support and assistance, including referrals for outside community resources;
3. Provide court accompaniment for court hearings, keep victims informed of all court proceedings, and assist in trial preparation for victim/witnesses;
4. Provide emotional support and crisis intervention;
5. Other tasks as assigned by the City Prosecutor's Office, which is consistent with the City's VOCA application and resulting grant award from the Ohio Attorney General's Office.

The advocates and volunteers will attend, without pay, up to twelve (12) hours of orientation prior to providing any of the services required hereunder. All services to be provided by the advocates and volunteers shall be performed under the supervision of the Chief Prosecutor in the City Prosecutor's Office.

ARTICLE 3. COST

Total remuneration in this Agreement shall not exceed the sum of One Hundred Forty-Four Thousand Seven Hundred Eighteen Dollars (\$144,718) for all services provided under this Agreement, as reflected in the itemized line-item Budget attached and incorporated herein as Exhibit A.

Cost of travel and attendance at conferences, workshops, institutes and/or symposia for advocates and student volunteers providing the services required hereunder shall be reimbursed out of the funds provided hereunder in accordance with the line-item amount specified in Exhibit A. Equipment purchases are not permitted under this Agreement.

Sinclair shall submit a monthly invoice to the City for payment. Such invoices shall state the total amount requested and shall contain such supporting documentation and information as the City may request. The City will inspect the invoice for accuracy before payment. Unless disputed, the City will tender payment of all invoices within thirty (30) days from receipt of the invoice. Promptly upon expiration or termination of this Agreement, Sinclair shall complete and forward all final invoices to the City for payment.

ARTICLE 4. PROJECT DIRECTOR

Sinclair shall designate a project director who shall supervise Sinclair's advocates designated to perform the services hereunder. The advocates shall supervise the volunteers in conjunction with the Chief Prosecutor. The Project Director shall also be responsible for preparing and providing the City with written project reports, at such times requested by the City and having such form and content as the City may require.

It is agreed that Jenna Beck shall serve as the Project Director. If during the term of this Agreement, Jenna Beck cannot perform the functions of the Project Director, Sinclair shall

promptly notify the City Prosecutor's Office, in writing, and identify an interim Project Director, having similar qualifications and experience, until a suitable and mutually agreed replacement is identified.

ARTICLE 5. AGREEMENT TYPE

This is a "Cost Reimbursement Agreement," which means that payment to Sinclair shall not exceed the maximum amount of remuneration set forth in Article 3.

ARTICLE 6. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Sinclair shall provide immediate notice to the City in the event Sinclair is suspended, debarred, or declared ineligible to receive grant (or other public) funding by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Agreement.

ARTICLE 7. LIABILITY

Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees, and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

ARTICLE 8. RECORDS

Sinclair shall maintain a financial management system to record all costs and expenditures associated with this Agreement. All records related to expenditures related to this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation to insure accurate, current, and complete disclosure of financial transactions under this Agreement. Records related to the activities and services provided hereunder shall contain such content and detail so that the records can be evaluated for effectiveness and to satisfy all reporting requirements for the VOCA grant. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to the City and Ohio Attorney General's Office, and their respective designees.

Sinclair shall retain all records pertinent to expenditures incurred under this Agreement and related financial records for a period of three (3) years after the termination or expiration of this Agreement, whichever is later. Notwithstanding, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records pertaining to this Agreement, which commences prior to the expiration of the three year period, then Sinclair shall retain such records until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

ARTICLE 9. GENERAL PROVISIONS

A. Amendment or Modification

City or Sinclair may request an amendment or modification to this Agreement. However, such amendment or modification shall not be effective unless it is reduced to writing, which shall make specific reference to this Agreement, and executed by a duly authorized representative of the City and Sinclair and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Entire Agreement/Integration

This Agreement represents the entire and integrated Agreement between City and Sinclair. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

C. Waiver

A waiver by either party of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

D. Non-Discrimination

Sinclair shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure of Sinclair to comply therewith shall constitute a breach of this Agreement entitling the City, as its option, to terminate this Agreement.

E. Meetings and Evaluation

Sinclair and its Project Director, advocates and student volunteers shall meet with the City, the City Prosecutor's Office, or their designees, at such times designated by the city to review and discuss performance of this agreement and/or the services. Sinclair agrees to cooperate with the City in all respects concerning the review and monitoring of performance under this Agreement.

F. Notice/Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail, or first class U.S. mail, postage pre-paid, to the address specified herein. Such written communication(s) or notice(s) shall be addressed to:

To City: City of Dayton, Ohio
City of Dayton Prosecutor's Office
335 West Third Street, Room 372
Dayton, OH 45402
Attn: Stephanie L. Cook, Chief Prosecutor

To Sinclair: Sinclair Community College
444 West Third Street
Dayton, OH 45402-1460
Attn: Karla Hibbert-Jones, Director
Office of Grants Development

Nothing contained in this subsection shall be construed to restrict the transmission of routine communications between representatives of the City and Sinclair.

G. Assignment

This Agreement is not assignable, and shall not be assigned by Sinclair, without the prior written consent of the City. Further, Sinclair agrees to obtain the City's written approval before subcontracting this Agreement or any substantial portion thereof.

H. Independent Contractor

The parties hereby agree that at all times, the advocates, student volunteers and any other persons retained or provided by Sinclair to perform the services required hereunder shall be independent contractors. Sinclair agrees that all persons retained or hired to perform the duties, responsibilities, and services required under this Agreement are not City employees and not entitled to, nor will make any claim to, any of the emoluments of City employment, including insurance, workers' compensation, and/or retirement benefits. Further, Sinclair shall be responsible to withhold and pay, or cause the persons retained to provide the services required hereunder to withhold and pay, all applicable local, state, and federal taxes. If requested by the City, Sinclair agrees to furnish the City with evidence of workers compensation coverage of its employees, who provide any services under this Agreement.

I. Confidentiality

Sinclair and its employees, contractors and/or agents, including the victim/witness advocates and student volunteers, shall maintain the confidentiality and integrity of all records, all

interviews/discussions with victims and/or witnesses and other matters of the City Prosecutor's Office and shall not disclose the contents of same to unauthorized persons.

J. Governing Law

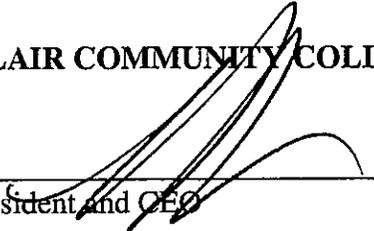
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

IN WITNESS WHEREOF, the City and Sinclair, each by duly authorized representative, have executed this Agreement as of the day and date first set forth above.

WITNESSED BY:

Karla Hilbert-Jones

SINCLAIR COMMUNITY COLLEGE

By: 
Its: President and CEO

WITNESSED BY:

CITY OF DAYTON, OHIO

City Manager

**APPROVED AS TO FORM AND
CORRECTNESS**


City Attorney

**APPROVED BY THE COMMISSION OF
THE CITY OF DAYTON, OHIO:**

_____, 2016

Min. / Bk. _____ Pg. _____

EXHIBIT A BUDGET

Salaries and Wages	
Full-time Advocates)	\$101,937
Project Director (up to 5 credit hours of reassigned time x \$929 per credit hour)	\$4,645
Total Salaries and Wages	\$106,582
Fringes	
Advocates	\$35,668
Project Director	\$718
Total Fringes	\$36,386
Other	
Travel	\$1,750
Proposed Budget	\$144,718



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME Sinclair Community College			
BUSINESS ADDRESS 444 West Third Street			
CITY Dayton	STATE Ohio	ZIP 45402	COUNTY Montgomery
PHONE NUMBER (937) 512-2525			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3.	Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.	Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.	Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

8/31/16

Date

By... **Mr. Williams**

No..... **6210-16**

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety, Ohio Traffic Safety Office, in the Amount of Forty Thousand Six Hundred Twenty-Three Dollars and Twenty Cents (\$40,623.20) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety administers Impaired Driving Enforcement Program (“IDEP”) Grants; and

WHEREAS, The City of Dayton submitted a FFY 2017 IDEP Grant proposal in order to increase the Dayton Police Department’s enforcement efforts in an effort to reduce fatal and serious injury accidents through an increase in seat belt usage and a reduction in alcohol and impaired driving; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and

WHEREAS, The Ohio Department of Public Safety approved the City of Dayton’s grant application and will award the City the FFY 2017 IDEP overtime grant subject to the City’s acceptance; and

WHEREAS, To provide for the timely development and implementation of the grant program and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at an early date; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

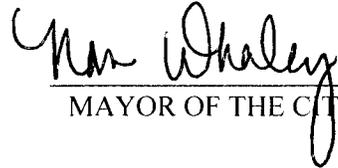
Section 1. That the City Manager is authorized to accept the FFY 2017 Impaired Driving Enforcement Program grant in the amount of Forty Thousand Six Hundred Twenty-Three Dollars and Twenty Cents (\$40,623.20) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.

Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

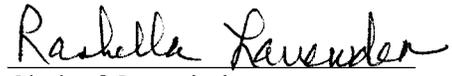
ADOPTED BY THE COMMISSION...**Sept. 28**....., 2016

SIGNED BY THE MAYOR...**September 28**....., 2016



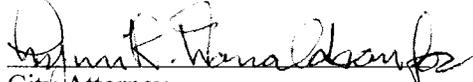
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:



Clerk of Commission

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

September 20, 2016

TO: Shelley Dickstein
City Manager

FROM: Richard S. Biehl
Director and Chief of Police

Mark G. Eckert
for

SUBJECT: FY2017 Traffic Grants: OVI Task Force, Selective Traffic Enforcement (STEP) and Impaired Driving Enforcement (IDEP)

Attached are three Resolutions for the upcoming Commission calendar, which will allow for the acceptance of the above annual grant awards to the City of Dayton and Department of Police.

The City is acting as the fiscal agent and participant for the OVI grant award that totals \$224,623.90. The City is one of 20 participating jurisdictions and will be participating in checkpoints, saturation patrols and other enforcement activities.

The IDEP and STEP grants augment traffic enforcement activities for the City and those two grants are in the amount of \$40,623.20 and \$30,209.64 respectively.

If you have any questions, please contact Sgt. Jason Hall at x1263 or me at x1087.

Thank you.

Attachment

RSB/mlb

15 2016

By..... **Mr. Joseph**

No..... **6211-16**

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety, Ohio Traffic Safety Office, in the Amount of Thirty Thousand Two Hundred Nine Dollars and Sixty-Four Cents (\$30,209.64) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety administers Selective Traffic Enforcement Program (“STEP”) Grants; and

WHEREAS, The City of Dayton submitted a FFY 2017 STEP Grant proposal in order to increase the Dayton Police Department’s enforcement efforts to reduce fatal and serious injury accidents through an increase in seat belt usage and selective traffic enforcement activities; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and

WHEREAS, The Ohio Department of Public Safety approved the City of Dayton’s grant application and will award the City the FFY 2017 STEP overtime grant subject to the City’s acceptance; and

WHEREAS, To provide for the timely development and implementation of the grant program and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at an early date; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager is authorized to accept the FFY 2016 Selective Traffic Enforcement Program grant in the amount of Thirty Thousand Two Hundred Nine Dollars and Sixty-Four Cents (\$30,209.64) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.

Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

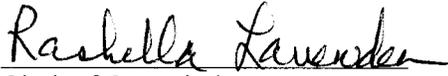
ADOPTED BY THE COMMISSION...**Sept. 28**....., 2016

SIGNED BY THE MAYOR...**September 28**....., 2016



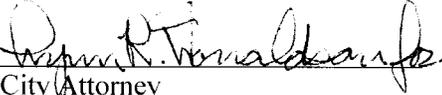
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:



Clerk of Commission

APPROVED AS TO FORM:



City Attorney

By..... **Mr. Mims**

No..... **6212-16**

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety in the Amount of Two Hundred Twenty-Four Thousand Six Hundred Twenty-Three Dollars and Ninety Cents (\$224,623.90) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety, Office of Criminal Justice Services, administers Operating Vehicle while Impaired Task Force (“OVITF”) Grants; and

WHEREAS, The City of Dayton submitted a FFY 2017 grant proposal entitled “Montgomery County OVI Task Force” to implement area checkpoints and saturation patrols with nineteen (19) jurisdictions and the Dayton Police Department in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and

WHEREAS, The Ohio Department of Public Safety approved the City of Dayton’s grant application and will award the City the FFY 2017 Montgomery County OVI Task Force grant subject to the City’s acceptance; and

WHEREAS, To provide for the timely development and implementation of the grant program and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at an early date; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager is authorized to accept the FFY 2017 Montgomery County OVI Task Force grant in the amount of Two Hundred Twenty-Four Thousand Six Hundred Twenty-Three Dollars and Ninety Cents (\$224,623.90) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.

Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

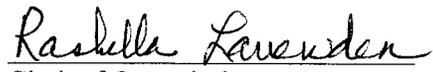
ADOPTED BY THE COMMISSION... **Sept. 28**, 2016

SIGNED BY THE MAYOR... **September 28**, 2016

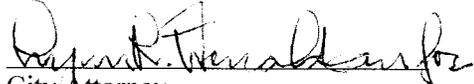


MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:


Clerk of Commission

APPROVED AS TO FORM:


City Attorney

BY **Mr. Shaw** NO. **6213-16**

A RESOLUTION

Approving the Submission of Grant Applications and Authorizing the Acceptance of Grant Awards from the Miami Valley Regional Planning Commission under the Transportation Improvement Program for State Fiscal Year 2022, and Declaring an Emergency.

WHEREAS, The Miami Valley Regional Planning Commission (“MVRPC”) receives federal funding under the Fixing America’s Surface Transportation Act Public Law 114-94 (“FAST Act”); and,

WHEREAS, MVRPC established a Transportation Improvement Program (“TIP”) to provide FAST Act funds to member jurisdictions for projects; and,

WHEREAS, MVRPC solicited member jurisdictions to submit a listing of additional transportation projects for funding consideration under TIP for State Fiscal Year 2022; and,

WHEREAS, A component of the City of Dayton’s transportation strategy is to ensure an integrated and convenient system of roadways; and,

WHEREAS, The City of Dayton, an MVRPC member jurisdiction, identified fifteen additional transportation improvement projects that may qualify for funding under TIP for State Fiscal Year 2022; and,

WHEREAS, For the immediate preservation of the public peace, property, health and safety and to submit transportation projects to the MVRPC by the deadline of October 5, 2016, it is necessary that this Resolution take effect immediately upon its passage; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

SECTION 1. That the City Manager is authorized to submit the following City of Dayton transportation improvement projects, which are listed in order of the City’s priority and include an estimate of the City’s matching funding amount, to the Miami Valley Regional Planning Commission for funding consideration under the Transportation Improvement Program for State Fiscal Year 2022:

1. Salem Avenue Reconstruction, Phase 2 (\$423,262.50)
2. Salem Avenue Reconstruction, Phase 3 (\$640,962.50)
3. I75 Bridge Lighting (\$123,940.00)
4. Findlay Street Reconstruction (\$744,016.00)
5. Central Business District Pedestrian Enhancements, Phase 1 (\$152,980.00)

6. West Riverview Avenue TA (\$125,668.00)
7. East Third Street Cycle Track (\$122,314)
8. South Gettysburg Avenue Rehabilitation (\$444,875.00)
9. Slaughterhouse Bike Trail (\$114,750.00)
10. Broadway and Germantown Transportation Enhancements (\$80,680)
11. Salem Avenue Reconstruction, Phase 4 (\$940,027.50)
12. East Second Street Cycle Track (\$149,500)
13. Washington Street Bike Path (\$181,247)
14. Hillcrest Avenue Sidewalk Installation, Phase 2 (\$244,400.00)
15. West Riverview Bike Path (\$150,041)

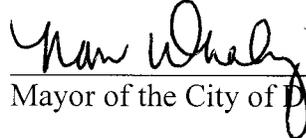
SECTION 2. That the City is addressing the MVRPC Regional Complete Streets Policy by requesting exceptions for projects 1, 2, 4, and 11 and incorporating complete streets elements into all other roadway improvements requesting funding.

SECTION 3. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept grant awards from the Miami Valley Regional Planning Commission under the Transportation Improvement Program for State Fiscal Year 2022:

SECTION 4. That, for the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure that shall take effect immediately upon its passage.

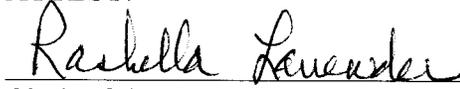
ADOPTED BY THE COMMISSION... **Sept. 28**2016

SIGNED BY THE MAYOR... **September 28**2016



 Mayor of the City of Dayton, Ohio

ATTEST:



 Clerk of the Commission

APPROVED AS TO FORM:



 City Attorney

MEMORANDUM



September 19, 2016

TO: Shelley Dickstein
City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works *SF*

SUBJECT: Resolution for SFY 2022 TIP Application Submittals

Attached are an original and a copy of a Resolution authorizing the City to submit applications to the Miami Valley Regional Planning Commission for the SFY 2022 Transportation Improvement Program. The Resolution must be approved by the City Commission and be included with the project applications, which are due on October 5. Please present this Resolution to the City Commission at its September 28 meeting as an emergency (two readings at one meeting). The Department of Law has reviewed and approved the document as to form.

We are proposing to submit applications for fifteen projects in order of priority:

1. Salem Avenue Reconstruction, Phase 2
Reconstruction of Salem Avenue from Grand Avenue to North Avenue
2. Salem Avenue Reconstruction, Phase 3
Reconstruction of Salem Avenue from Superior Avenue to Grand Avenue
3. I75 Bridge Lighting
Installation of decorative lighting on the I 75 bridge over Stewart Street
4. Findlay Street Reconstruction
Reconstruction of Findlay Street from First Street to Monument Avenue
5. Central Business District Pedestrian Enhancements, Phase 1
Installation of decorative lighting on Fifth Street from Main Street to Patterson Boulevard
6. West Riverview Avenue TA
Installation of decorative lighting and pedestrian amenities on Riverview Avenue from Monument Avenue to Great Miami Boulevard
7. East Third Street Cycle Track
Installation of a two way cycle track on the south side of Third Street from Webster Street to Linden Avenue

Resolution for SFY 2022 TIP Application Submittals
Shelley Dickstein
September 19, 2016
Page 2

8. South Gettysburg Rehabilitation
Pavement rehabilitation on Gettysburg Avenue from Third Street to U. S. Route 35
9. Slaughterhouse Bike Trail
Installation of a bike path from the Creekside Trail to Springfield Street, along streets and abandoned railroad property
10. Broadway and Germantown Transportation Enhancements
Installation of pedestrian amenities on Germantown Street from Williams Street to Paul Laurence Dunbar Street
11. Salem Avenue Reconstruction, Phase 4
Reconstruction of Salem Avenue from Riverview Avenue to Superior Avenue
12. East Second Street Cycle Track
Installation of a cycle track on Second Street from St. Clair Street to Webster Street
13. Washington Street Bike Path
Installation of a bike path on Washington Street from Perry Street to Veteran's Parkway and on Veteran's Parkway from Washington Street 1,400 feet south
14. Hillcrest Avenue Sidewalk Installation, Phase 2
Installation of sidewalk on the south side of Hillcrest Avenue from Elsmere Avenue to Philadelphia Drive
15. West Riverview Bike Path
Installation of a bike path along the Great Miami River from Third Street to Monument Avenue

These project submittals and their order of priority were approved by the Transportation Policy Committee.

A copy of MVRPC's letter of application submission is attached. If you have any questions, please contact me at 3839.

SJF/kgs

Attachments

Cc: Mr. Parlette
Ms. Clements

1981775 10/10/16



MIAMI VALLEY

Regional Planning Commission

10 North Ludlow St., Suite 700
Dayton, Ohio 45402-1855

t: 937.223.6323
f: 937.223.9750
TTY/TDD: 800.750.0750
www.mvrpc.org

September 7, 2016

Ms. Shelley Dickstein
City Manager
City of Dayton
101 W. Third Street
Dayton, Ohio 45402

Re: Solicitation for new FAST Act projects using STP/CMAQ/TA funds

Dear Ms. Dickstein;

On September 1, 2016 the Board formally authorized MVRPC staff to solicit qualified member jurisdictions for new transportation projects using MVRPC regionally controlled federal funds (STP, CMAQ or TA). Funding for all three sources is primarily anticipated for availability in SFY2022.

On September 1st, the MVRPC Board of Directors also adopted revised Policies and Procedures for these federal funds. The policies are used in selecting and programming projects into the Transportation Improvement Program (TIP). The policies include a list of eligible projects. Once submitted, applications for proposed new projects will be reviewed and evaluated for possible inclusion in the TIP.

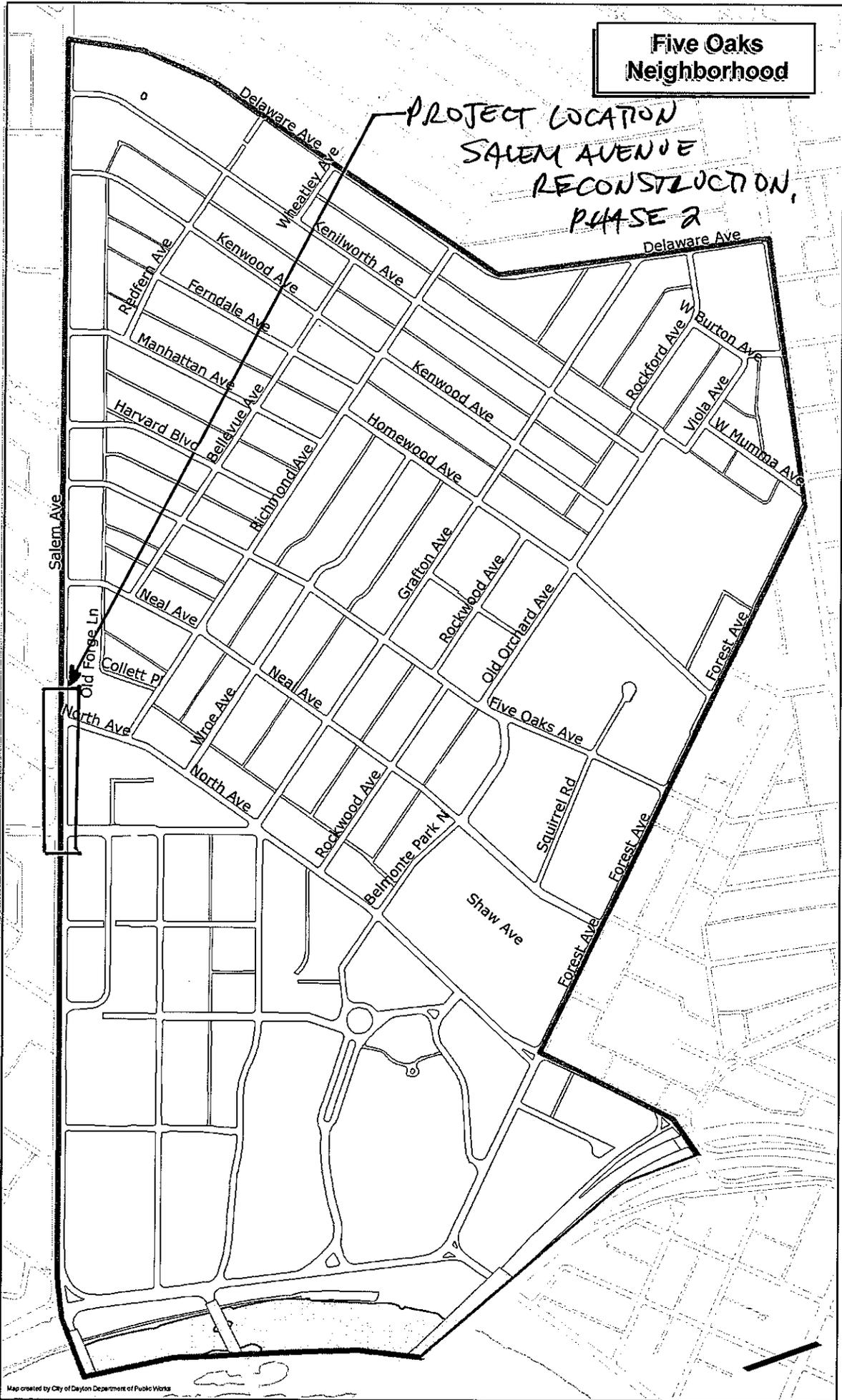
All documents necessary for STP/CMAQ/TA project submittal are available for download at <http://www.mvrpc.org/>. If your jurisdiction wishes to apply for funding under any of the three available fund sources, the project must meet the criteria described in the policies. Project sponsors are required to self-score their projects using the PES scoring system. Immediately following the TAC meeting on September 15, 2016, MVRPC staff will hold a short seminar for jurisdictions regarding the 2016 STP/CMAQ/TA application process.

Completed applications must be received at MVRPC by **1:00 p.m. October 5, 2016**. When compiling an application, be sure to include all materials requested in the application along with any additional information you feel helps describe the project and its benefits. If your jurisdiction wishes to apply for more than one project, you must enclose a ranked listing of these projects according to your jurisdiction's priority (see below).

Given the limited amount of funding available for each fund source, jurisdictions should submit no more than a total of **four** applications for funding. Please limit applications to projects for which you have actual local matching funds available.

**Five Oaks
Neighborhood**

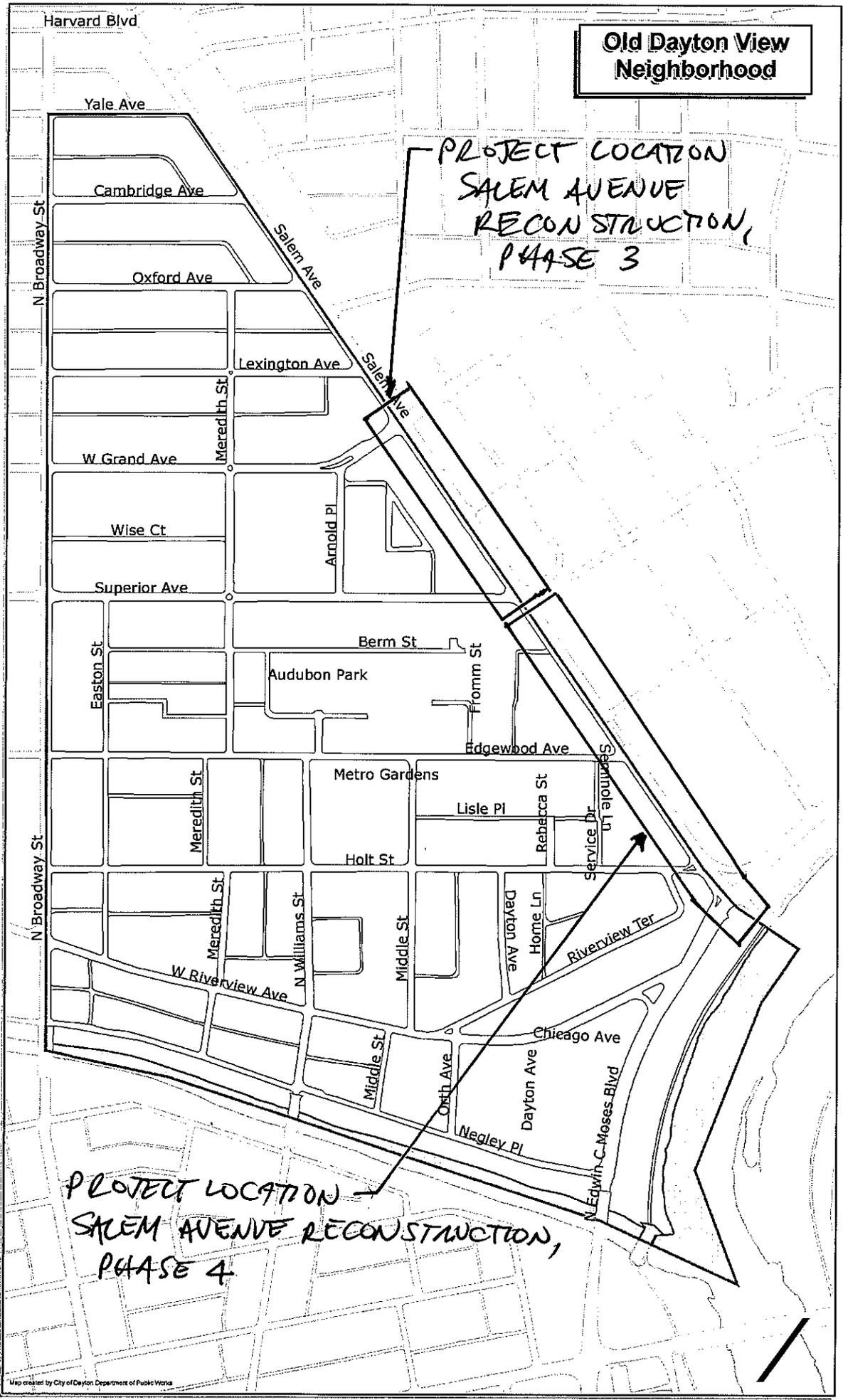
PROJECT LOCATION
SALEM AVENUE
RECONSTRUCTION,
PHASE 2



**Old Dayton View
Neighborhood**

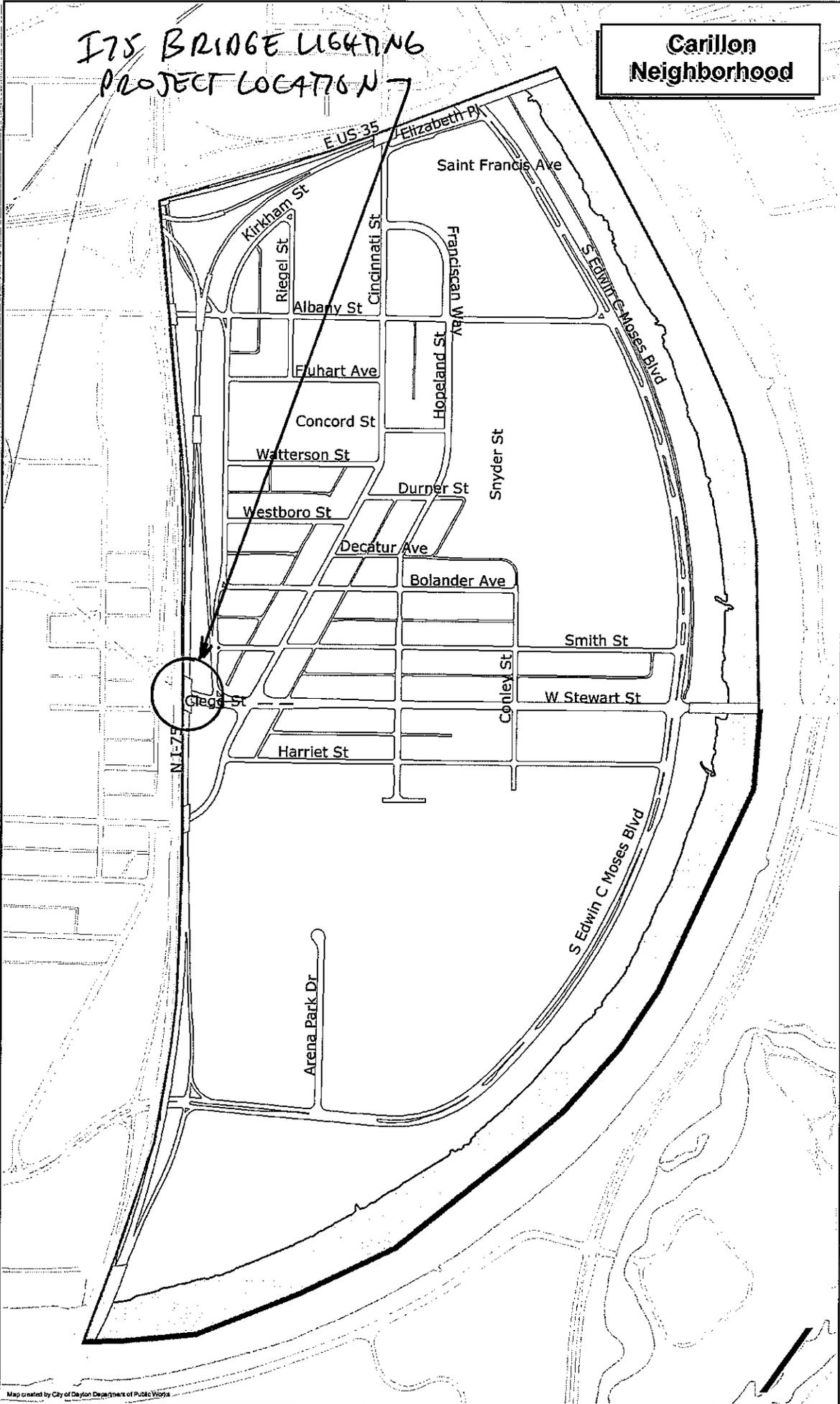
PROJECT LOCATION
SALEM AVENUE
RECONSTRUCTION,
PHASE 3

PROJECT LOCATION
SALEM AVENUE RECONSTRUCTION,
PHASE 4



I75 BRIDGE LIGHTING PROJECT LOCATION

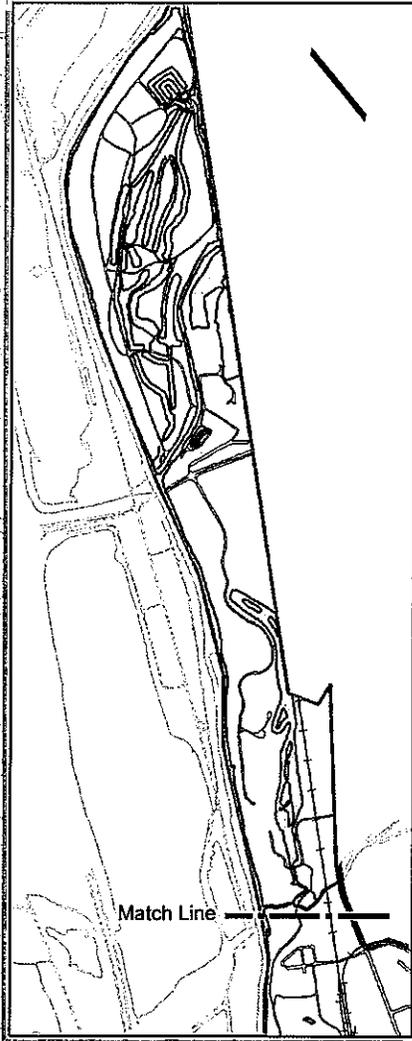
**Carillon
Neighborhood**



Match Line

Springfield Neighborhood

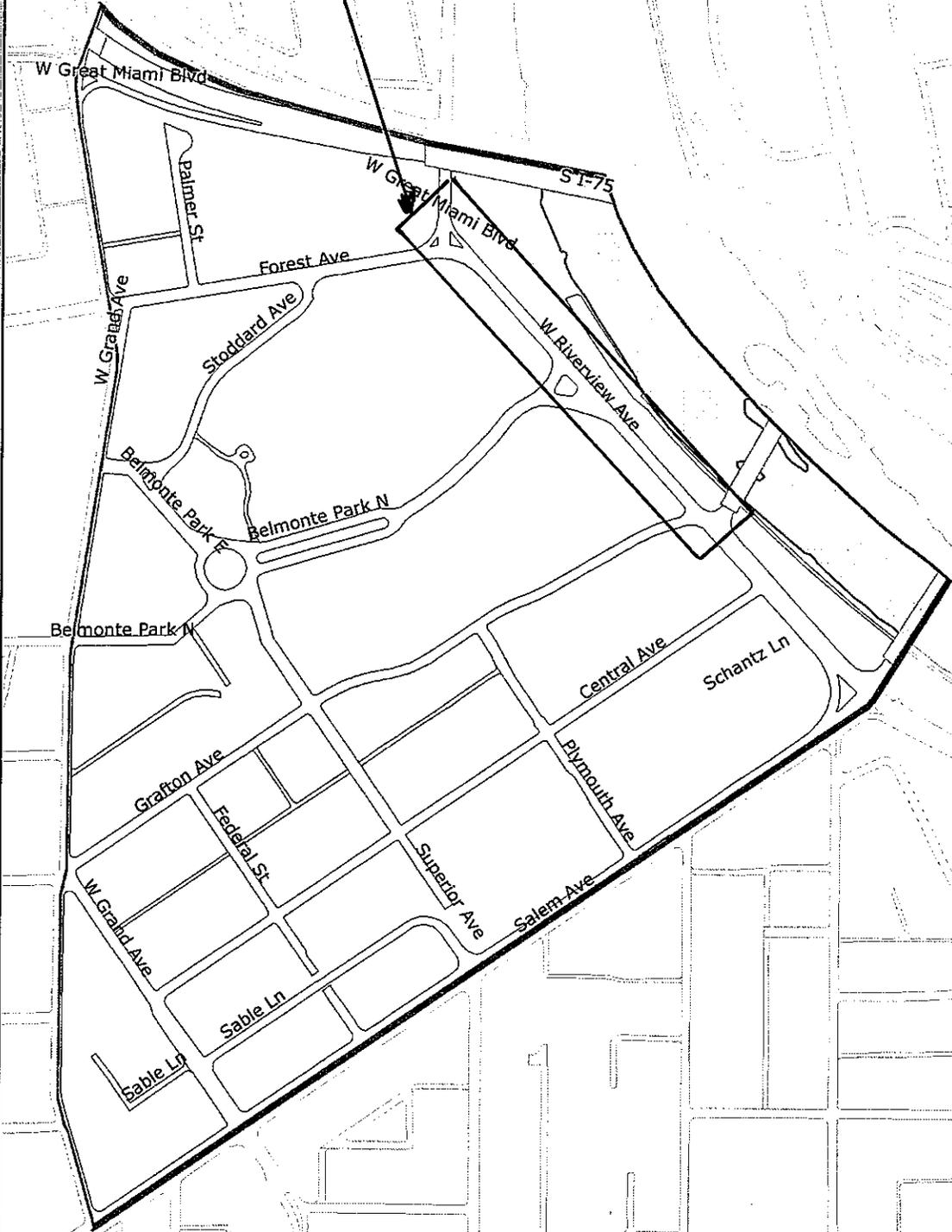
FINDLAY STREET
RECONSTRUCTION
PROJECT
LOCATION



Match Line

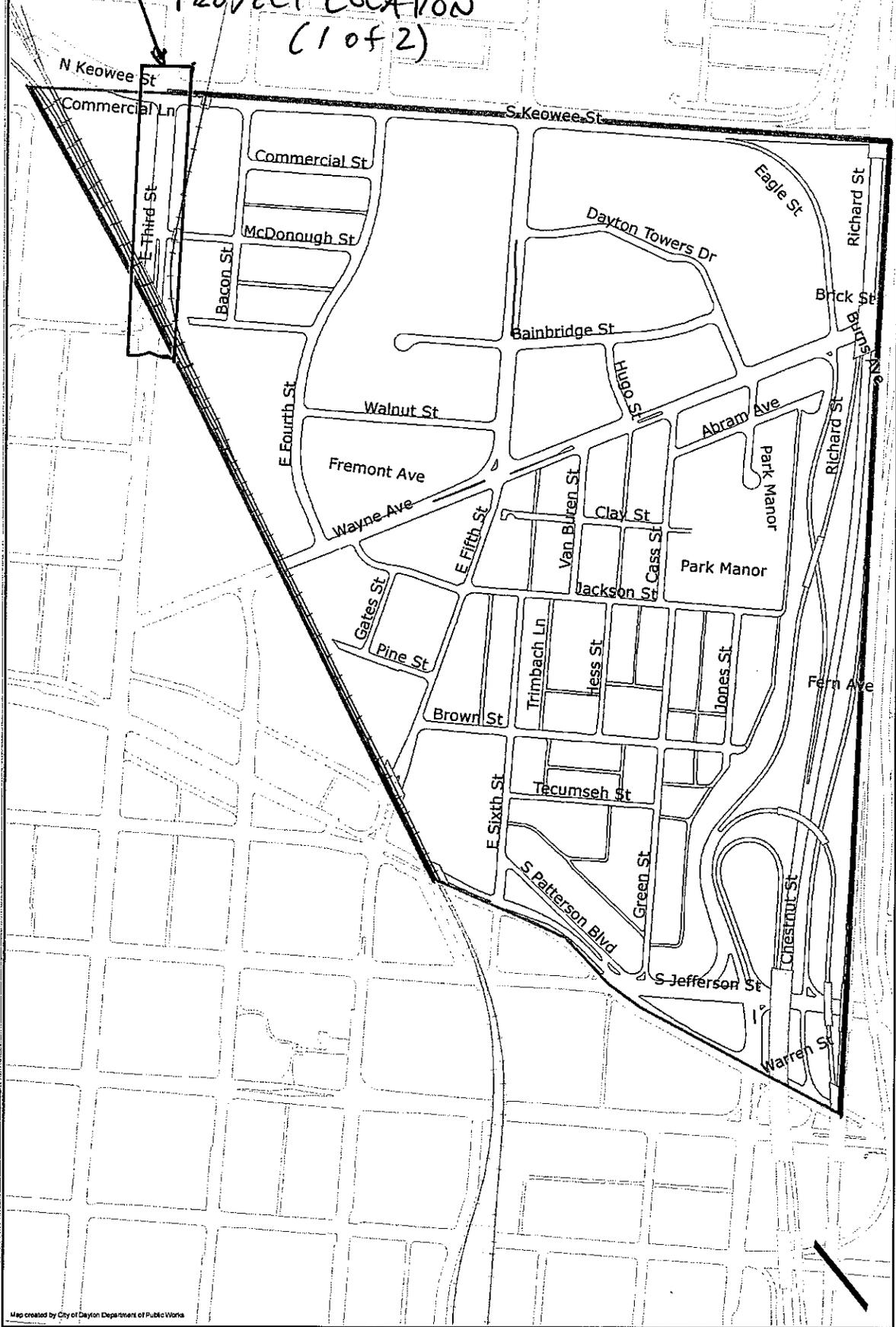
**Grafton Hill
Neighborhood**

WEST RIVERVIEW
AVENUE TA
PROJECT LOCATION



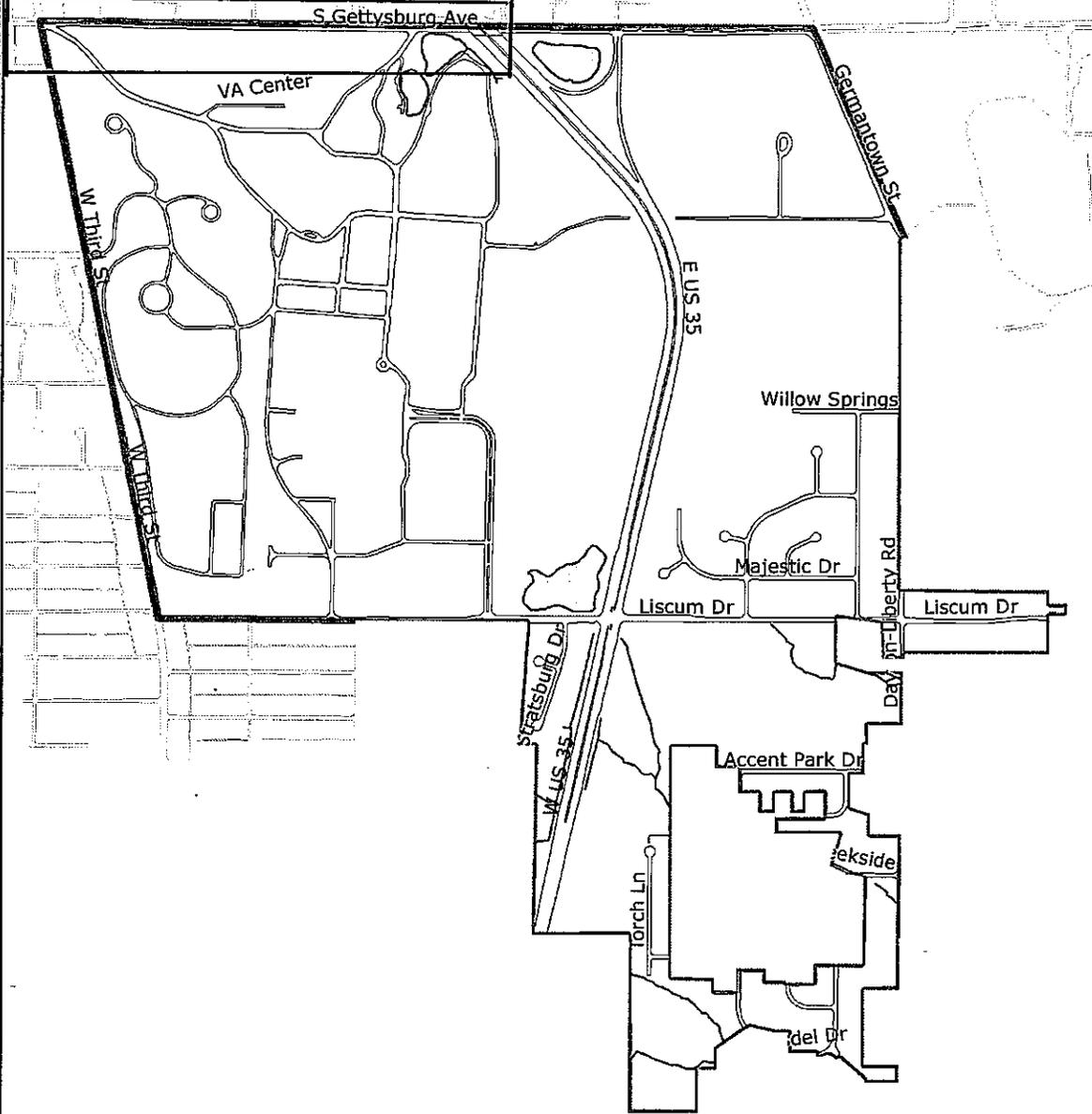
**Oregon
Neighborhood**

**EAST THIRD STREET
CYCLE TRACK
PROJECT LOCATION
(1 of 2)**



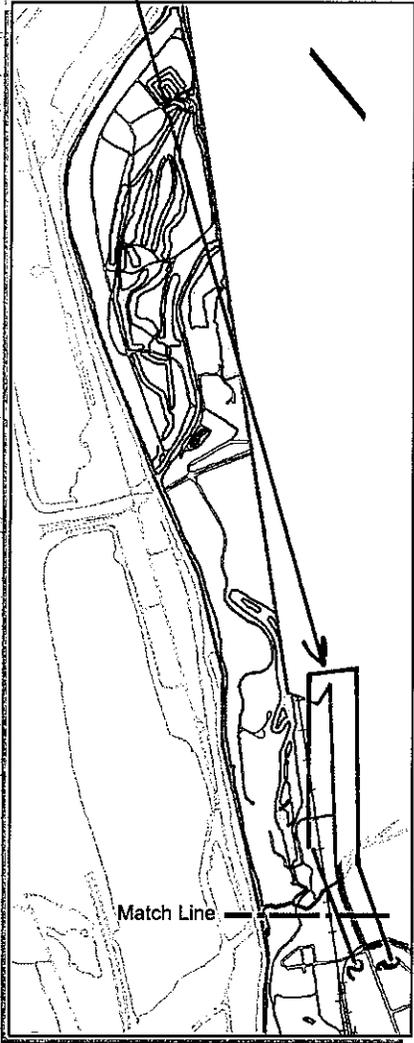
**Fairlane
Neighborhood**

SOUTH GETTYSBURG
REHABILITATION
PROJECT LOCATION



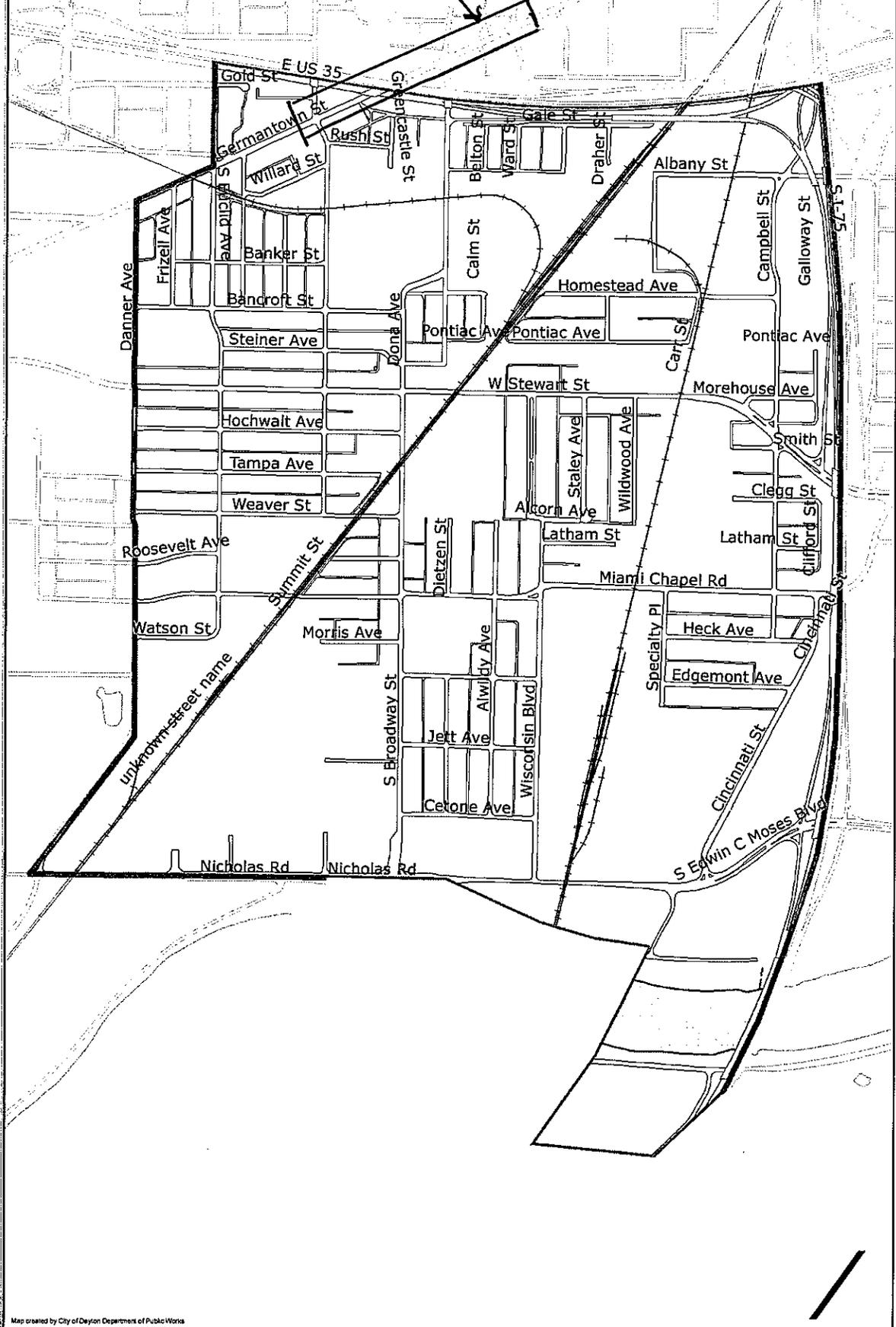
**Springfield
Neighborhood**

SCAUGHTENHOUSE
BIKE TRAIL
PROJECT
LOCATION



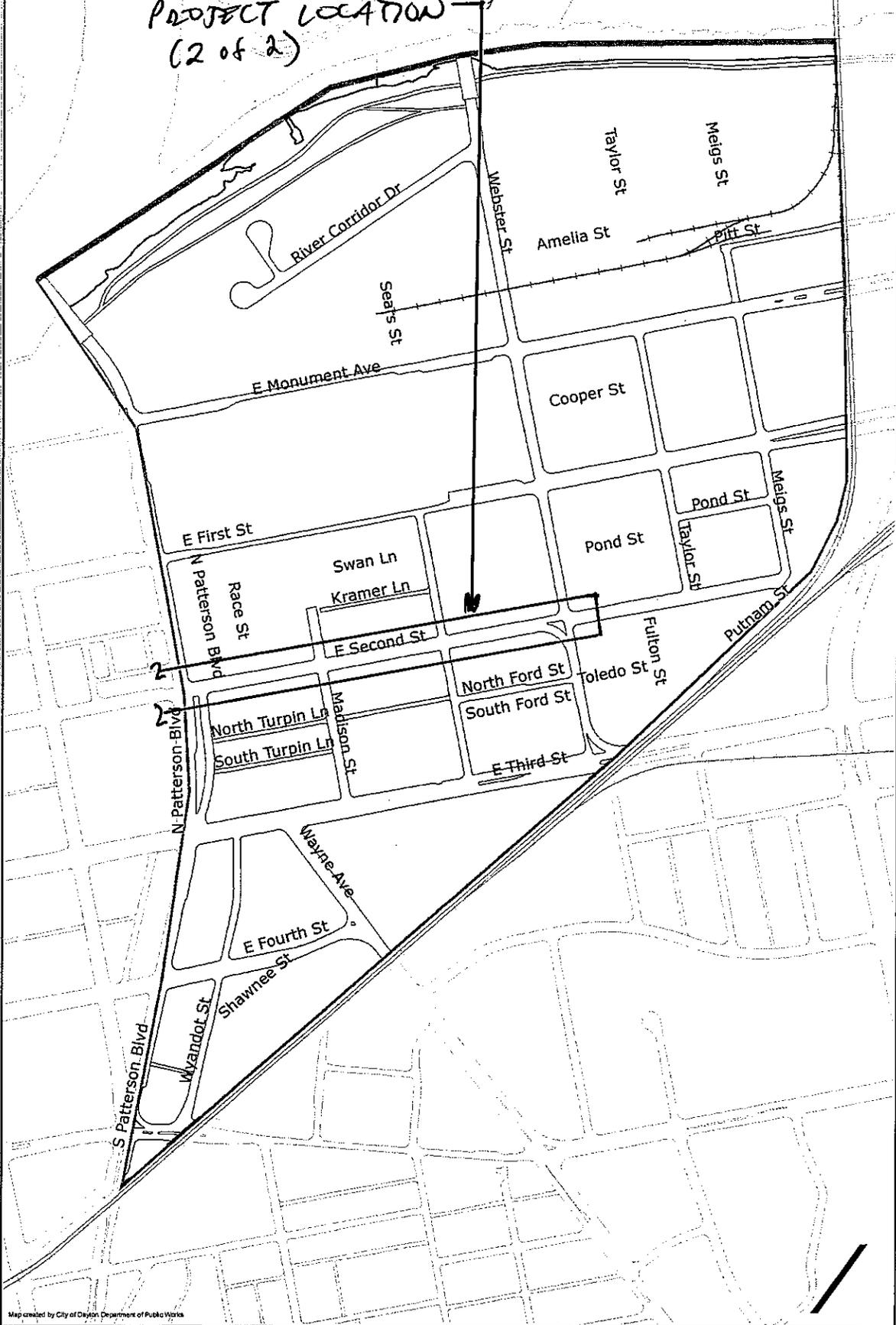
BROADWAY AND GERMANTOWN TRANSPORTATION ENHANCEMENTS PROJECT LOCATION

**Edgemont
Neighborhood**



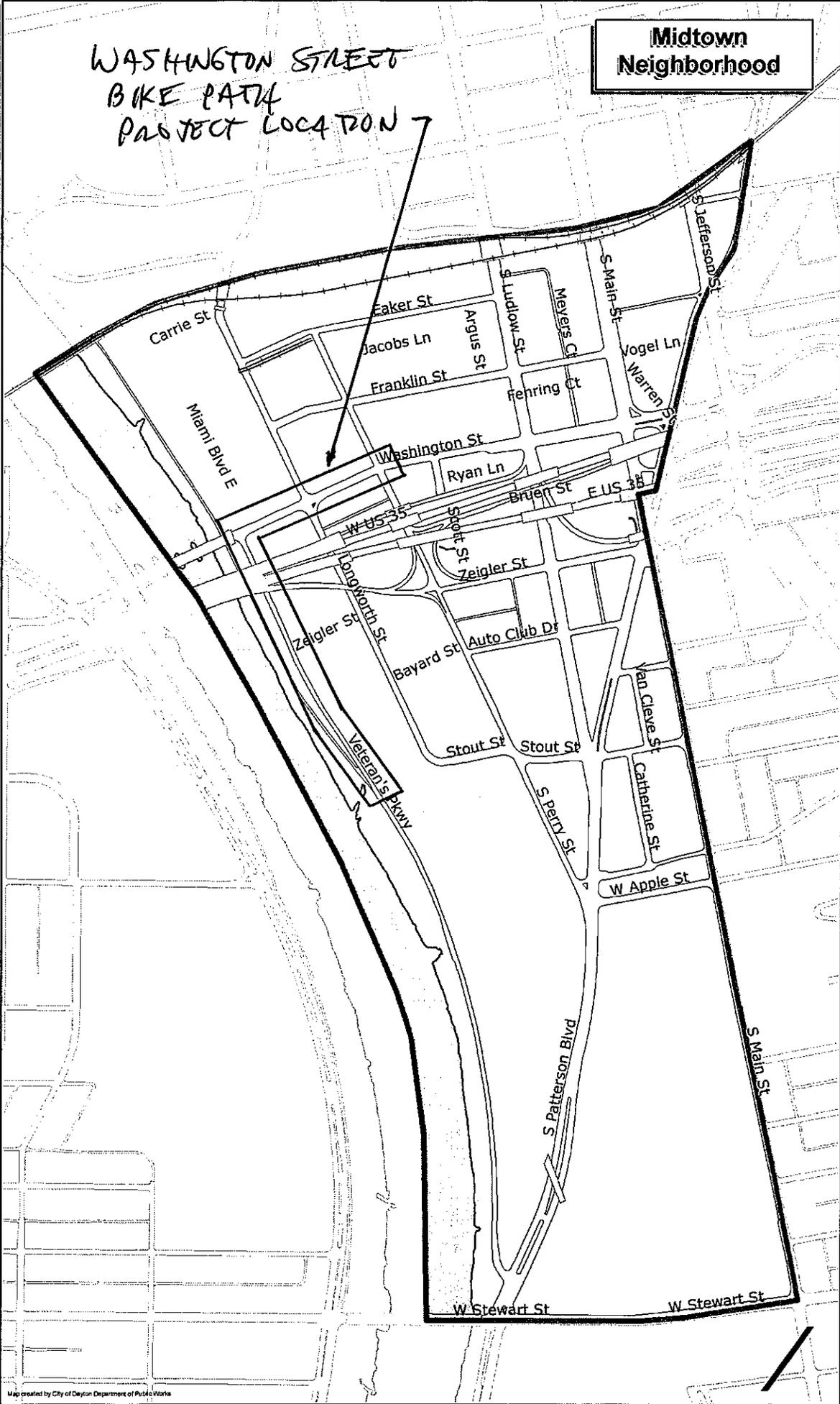
**Webster Station
Neighborhood**

EAST SECOND STREET
CYCLE TRACK
PROJECT LOCATION
(2 of 2)



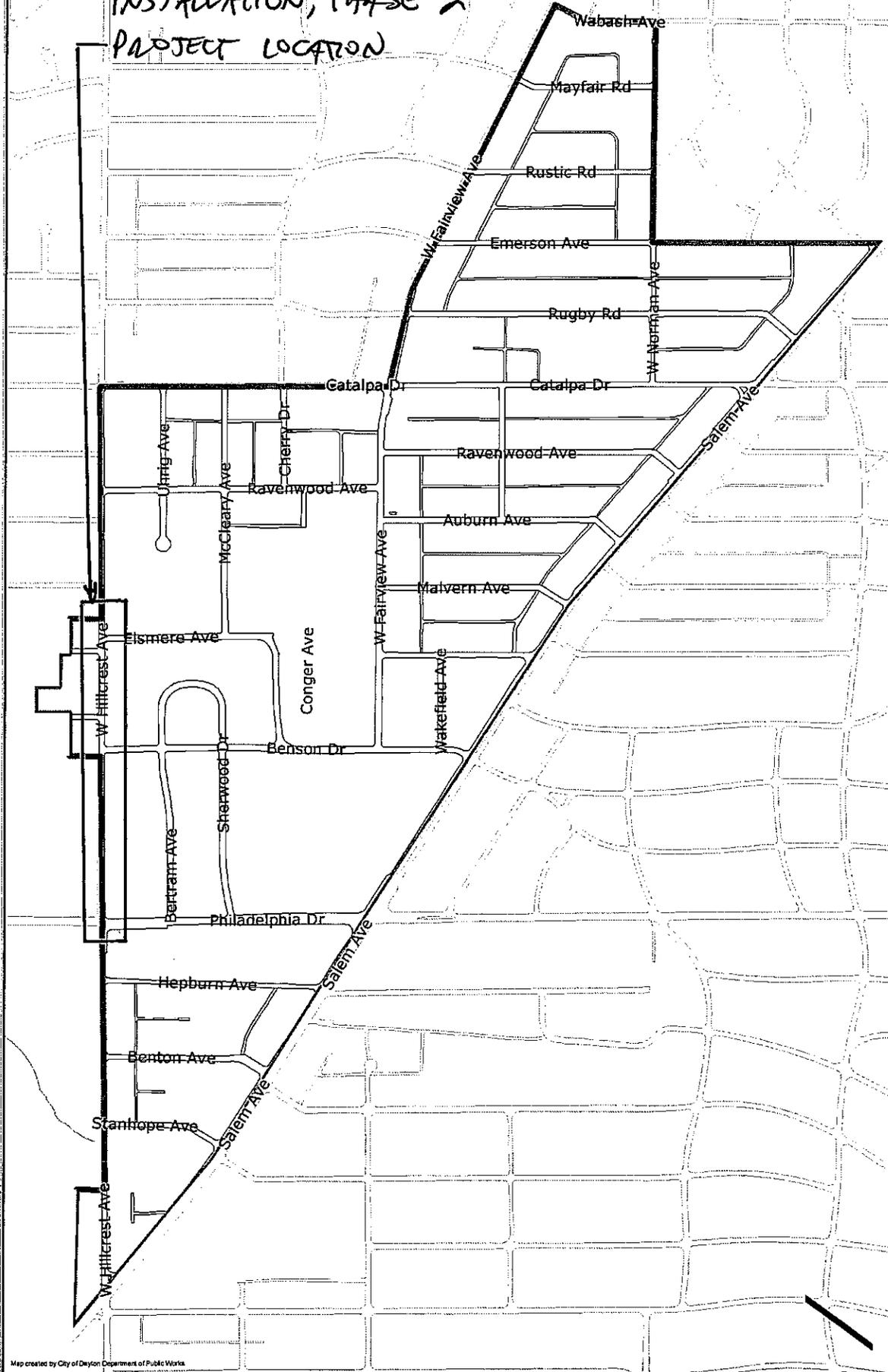
**Midtown
Neighborhood**

WASHINGTON STREET
BIKE PATH
PROJECT LOCATION



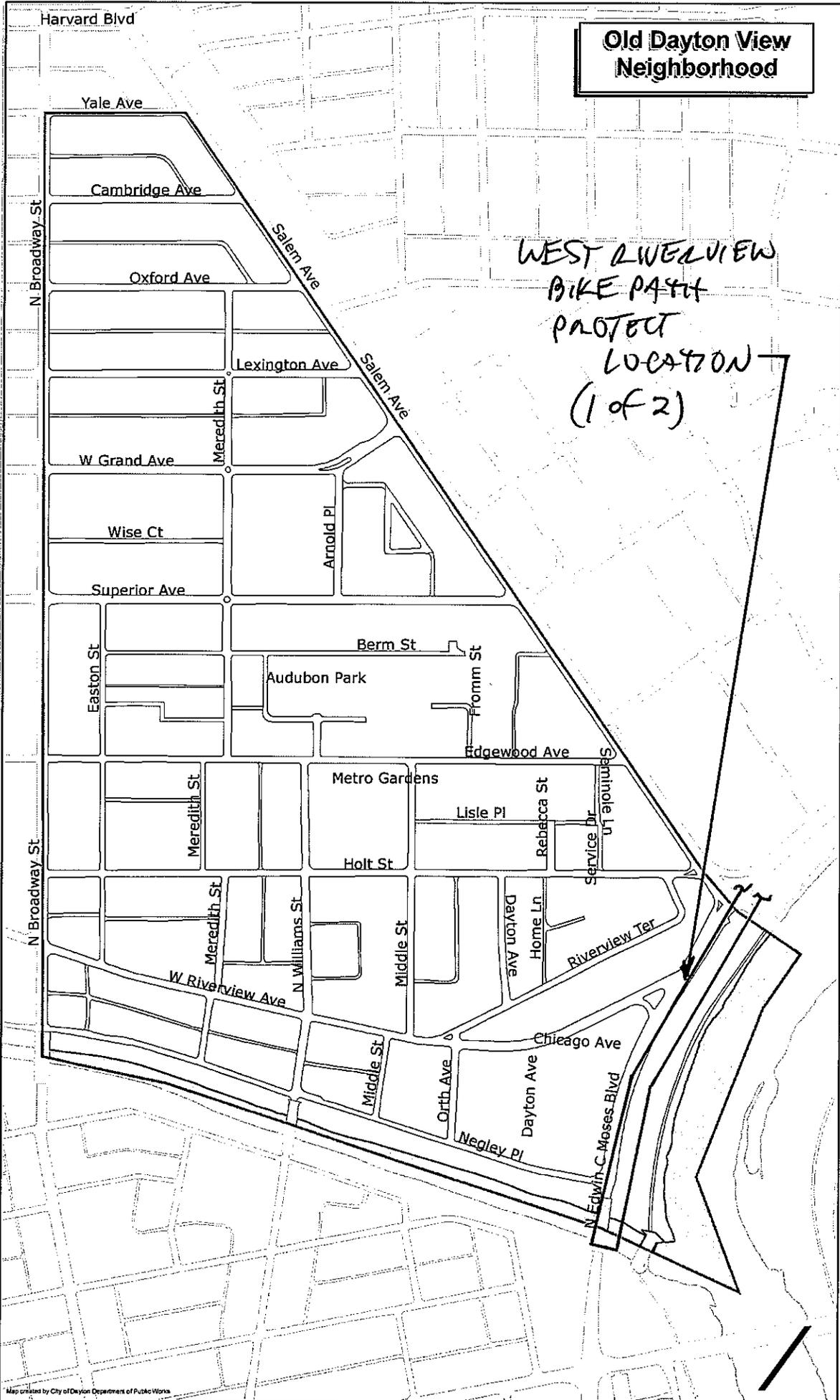
**Fairview
Neighborhood**

**HILLCREST AVENUE SIDEWALK
INSTALLATION, PHASE 2
PROJECT LOCATION**



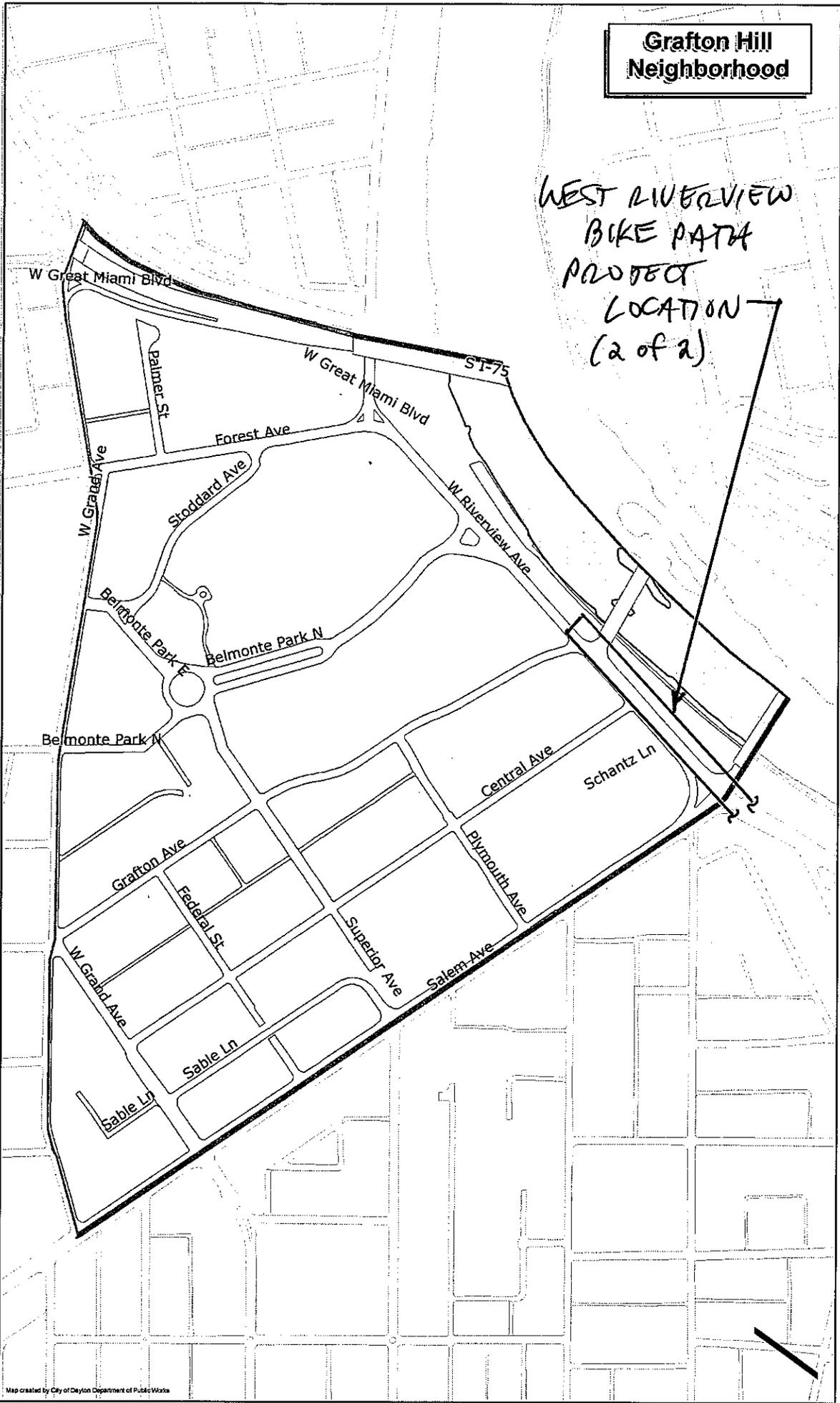
**Old Dayton View
Neighborhood**

WEST RIVERVIEW
BIKE PATH
PROTECT
LOCATION
(1 of 2)



**Grafton Hill
Neighborhood**

WEST RIVERVIEW
BIKE PATH
PROJECT
LOCATION
(2 of 2)



By.....**Ms. Whaley**.....

No.....**6214-16**.....

A RESOLUTION

Authorizing the Acceptance of a Grant Award for a Fair Housing Assistance Program from the United States Department of Housing and Urban Development in the Amount of Sixty-Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$68,950.00) on Behalf of the Human Relations Council of the City of Dayton, and Declaring an Emergency.

WHEREAS, The United States Department of Housing and Urban Development ("HUD") is offering Fair Housing Assistance Program grants; and

WHEREAS, HUD determined that the Human Relations Council of the City of Dayton ("Human Relations Council") is a substantially equivalent jurisdiction for purposes of processing complaints of housing discrimination within the City of Dayton; and

WHEREAS, By previous agreements with HUD, the Human Relations Council received grant funding for processing housing discrimination complaints; and

WHEREAS, HUD has offered the Human Relations Council a Fair Housing Assistance Program grant award in the amount of Sixty-Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$68,950.00) to continue processing complaints of housing discrimination; and

WHEREAS, The Commission finds it in the best interest of the City of Dayton to receive this award of grant funding; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this resolution take effect at an early date; now therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager or her designee is authorized and directed to execute a Grant Agreement and any other documents necessary to accept a Fair Housing Assistance Program grant award from HUD, in the maximum amount of Sixty-Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$68,950.00), in support of the continued efforts by the Human Relations Council to process housing discrimination complaints.

Section 2. That for the reasons stated in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION...**Sept. 28**....., 2016

SIGNED BY THE MAYOR..**September 28**....., 2016



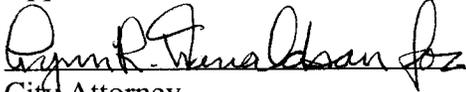
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:



Clerk of Commission

Approved as to form:



City Attorney



MEMORANDUM

September 22, 2016

TO: Shelley Dickstein, City Manager

FROM: Catherine Crosby, Executive Director
Human Relations Council

RE: FHAP Cooperative Agreement – FY 2016-2017

Please find attached a resolution, approved as to form by the Law Department, authorizing the acceptance of a fair housing grant from the U.S. Department of Housing and Urban Development (HUD). The amount of the grant is \$68,960.00.

The Human Relations Council has substantial equivalency with HUD; as such, funds are received based on complaints processed the previous year and required training. This grant does not necessitate annual reapplication. We would like to have this item placed on the Commission calendar for Wednesday, September 28, 2016.

If you have any questions, please call me at x1395. Thank you.

1st Reading
6215-16

9.

BY.....

NO.....

A RESOLUTION

Authorizing the City Manager to Accept a Grant Award from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) in the Amount of Sixty-Three Thousand Five Hundred Seventy-Nine Dollars (\$63,579.00) on Behalf of the City of Dayton.

WHEREAS, FEMA and DHS administer an Assistance to Firefighters Grant Program; and

WHEREAS, The City of Dayton submitted a grant application seeking funding to purchase and install a breathing air filling station at the Dayton Fire Department Training Center; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and

WHEREAS, FEMA and DHS approved the City of Dayton's grant application and will award the City an Assistance to Firefighters Grant subject to the City's acceptance; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept an Assistance to Firefighters Grant in the amount of Sixty-Three Thousand Five Hundred Seventy-Nine Dollars (\$63,579.00) from the Federal Emergency Management Agency and the Department of Homeland Security.

ADOPTED BY THE COMMISSION....., 2016

SIGNED BY THE MAYOR....., 2016

MAYOR CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:



City Attorney



September 15, 2016

TO: Shelley Dickstein
City Manager

FROM: Jeffrey L. Payne
Director and Chief
Department of Fire

SUBJECT: 2015 Assistance to Firefighter Grant

Attached for your review is a Resolution authorizing the acceptance of a grant award in the amount of \$63,579.00 from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security. I am requesting that this Resolution be placed on the September 28, 2016 City Commission calendar for its adoption.

This grant award will be used to install a breathing air filling station at the Fire Training Center. Having an air filling station at the Training Center will facilitate the refilling of spent cylinders, thereby mitigating training delays resulting from the lack of full cylinders.

If you have any questions, please contact Assistant Chief Lykins at x4503.

Thank you.

Attachments