



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

OCTOBER 26, 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:

PLANNING & COMMUNITY DEVELOPMENT

- | | |
|--|--------------------|
| A1. First Title Agency, Inc. (property ownership and title reporting services as needed through 12-31-16) | \$91,650.00 |
| A2. Tri-State Paralegal Services LLC (property ownership and title reporting services as needed through 12-31-16) | 78,000.00 |

1. (Cont'd):

WATER

- B1. Ohio Cat** (one Caterpillar brand hydraulic hammer) - P1601148 \$14,750.00
- B2. Ohio Cat** (one Caterpillar brand hydraulic hammer) – P1601150 17,491.00
- B3. Ohio Cat** (one Caterpillar brand backhoe loader) – P1601161 103,140.00
-Depts. of Planning & Community Development and Water.
- Total: \$305,031.00**

2. **Carlene M. Maynes – Service Agreement** – for the OVI (Operating a Vehicle under the Influence) Countywide Task Force – Dept. of Police. \$15,480.00
(Thru 9/30/17)
3. **Tetra Tech, Inc. – Service Agreement** – for Lime Reclamation Facility Expansion – Dept. of Water/Water Engineering. \$174,923.94
(Thru 7/2017)

C. Revenue to the City:

4. **Fifth Third Bankcorp – Contract Modification** – first renewal for Automated Teller Machine – Dept. of Aviation/AP Properties & Concessions. \$43,600.00
(Thru 5/31/18)
5. **Montgomery County Juvenile Court – Service Agreement** – to provide mediation services to the Court – Dept. of Planning & Community Development. \$45,000.00
(Thru 12/2017)
6. **Oregon Business District – Service Agreement** – to provide security and traffic control during their annual Oregon District Halloween Party in the Oregon District – Dept. of Police. \$19,471.41

E. Other – Contributions, Etc.:

7. **Miami Valley Housing Opportunities, Inc. – Grant Agreement** – for the Shelter Plus Care Sponsor based Rental Assistance II Program – Dept. of Planning & Community Development. \$97,110.00
8. **Montgomery County OVI Grant – Other** – to authorize and implement saturation patrols and area checkpoints – Dept. of Police. \$149,000.00
(Thru 9/30/17)

IV. LEGISLATION:

Emergency Resolutions – First and Second Reading:

9. **No. 6217-16** Authorizing the Acceptance of a Grant Award from the Attorney General of Ohio in an Amount Not to Exceed Sixty-Eight Thousand Eight Hundred Forty-Two Dollars and Twenty-Four Cents (\$68,842.24) on Behalf of the City of Dayton, and Declaring an Emergency.
10. **No. 6218-16** Authorizing the Acceptance of a Grant Award from the United States Environmental Protection Agency in the Amount of Four Hundred Thousand Dollars (\$400,000) on Behalf of the City of Dayton for an Environmental Assessment Project, and Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31530-16

RESOLUTION NO. 6219-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 927-16



City Manager's Report

From **5530 - CS/Purchasing**

Date **October 26, 2016**

Expense Type **Purchase Order**

Total Amount **\$305,031.00**

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 Yes No Affirmative Action Program Yes No N/A

Description

PLANNING AND COMMUNITY DEVELOPMENT – HOUSING INSPECTION

(A1) P1601164 – FIRST TITLE AGENCY, INC. TROY, OH

- Property ownership and title reporting services, as needed through 12/31/2016.
- These services are required to complete property investigations in support of nuisance demolition activities.
- Twenty two possible bidders were solicited and two bids were received. This order establishes a price agreement through 09/30/2019.
- The Department of Planning and Community Development recommends approval of this order and award to both bidders to ensure on-going competition and service availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	16022-2320-1159-32	\$21,700.00
2016	Other Professional Services	26102-2320-1159-32	\$4,950.00
2017	Other Professional Services	16022-2320-1159-32	\$25,000.00
2018	Other Professional Services	16022-2320-1159-32	\$25,000.00
2019	Other Professional Services	16022-2320-1159-32	\$15,000.00

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

PLANNING (continued)(A2) P1601165 – TRI-STATE PARALEGAL SERVICES LLC, PITTSBURGH, PA

- Property ownership and title reporting services, as needed through 12/31/2016.
- These services are required to complete property investigations in support of nuisance demolition activities.
- Twenty two possible bidders were solicited and two bids were received. This order establishes a price agreement through 09/30/2019.
- The Department of Planning and Community Development recommends approval of this order and award to both bidders to ensure on-going competition and service availability.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Other Professional Services	16022-2320-1159-32	\$18,050.00
2016	Other Professional Services	26102-2320-1159-32	\$4,950.00
2017	Other Professional Services	16022-2320-1159-32	\$20,000.00
2018	Other Professional Services	16022-2320-1159-32	\$20,000.00
2019	Other Professional Services	16022-2320-1159-32	\$15,000.00

WATER – WATER UTILITY FIELD OPERATIONS(B1) P1601148 – OHIO CAT, TROY, OH

- One (1) Caterpillar brand hydraulic hammer.
- This accessory equipment is required to perform excavation projects and is compatible with existing Caterpillar excavator equipment.
- Ohio CAT is recommended as a regional Original Equipment Manufacturer (OEM) authorized dealer.
- Rates are in accordance with State of Ohio term schedule pricing contract #MMA7504-8, index #MMA515.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Motorized Equipment	55000-3445-1412-54	\$14,750.00

(B2) P1601150 – OHIO CAT, TROY, OH

- One (1) Caterpillar brand hydraulic hammer.
- This accessory equipment is required to perform concrete projects and is compatible with existing Caterpillar bulldozers.
- Ohio CAT is recommended as a regional Original Equipment Manufacturer (OEM) authorized dealer.
- Rates are in accordance with State of Ohio term schedule pricing contract #800055, index #STS515.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Motorized Equipment	55000-3445-1412-54	\$17,491.00

WATER – WATER UTILITY FIELD OPERATIONS (continued)**(B3) P1601161 – OHIO CAT, TROY, OH**

- One (1) Caterpillar brand backhoe loader.
- This equipment is required to maintain and repair water and sewer lines.
- Ohio CAT is recommended as a regional Original Equipment Manufacturer (OEM) authorized dealer.
- Rates are in accordance with State of Ohio term schedule pricing contract #800055, index #STS515.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Motorized Equipment	55000-3445-1412-54	\$103,140.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: REAL ESTATE EVIDENCE OF OWNERSHIP AND TITLE REPORT SERVICES

Dept./Div.: PLANNING AND COMMUNITY DEVELOPMENT / HOUSING INSPECTION/IFB NO.: D16034

Requisition No.: 014PD6

BID OPENING: 4:00 P.M.; 09-19-2016

No.:		1	2
BIDDER NAME & STREET ADDRESS:		FIRST TITLE AGENCY INC	TRI-STATE PARALEGAL SERVICE
CITY:		TROY	PITTSBURGH
STATE & ZIP:		OH 45373	PA 15222
Recommended for Award		X	X
QUALIFIES FOR LOCAL PREFERENCE?		NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS			
1	Nuisance Abatement Evidence of Ownership Report	Per Report	\$150.00 ● \$55.00
1A	Maximum charge per any one parcel	Per Report	\$200.00 ● \$55.00
2	Full Title Report	Per Report	\$250.00 ● \$120.00
2A	Maximum charge per any one parcel	Per Report	\$850.00 ● \$120.00
3	Chains of Title - Additional request(s)	Per Report	\$150.00 ● \$35.00
4	Cost for Supplemental Reports(s)	Per Report	\$50.00 ● \$35.00
	Firm Price Agreement Through September 30, 2017 YES / NO		YES YES
	If NO, for how long?		
	Options to renew for additional 12-months October 1, 2017 through September 30, 2017 Maximum Percentage of increase		YES YES 3%
	Options to renew for additional 12-months October 1, 2018 through September 30, 2019 Maximum Percentage of increase		YES YES 3%
	TERMS:	NET 30	NET 30
	F.O.B.:	DEST	DEST
	DELIVERY:	10 DAYS	1 - 2 DAYS

● = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|---|--|---|
| HRC
Dayton OH 45402 | 7. American Title Associates Agency Inc
Canton OH 44702 | 14. Home Services Title LLC
Huber Heights OH 45424 |
| 1. First American Title Insurance (Local)
Dayton OH 45402 | 8. Ohio Real Title LLC
Painesville OH 44077 | 15. TitleQuest Agency Inc
Dayton OH 45458 |
| 2. Midwest Title Co (Local)
Dayton OH 45402 | 9. Michael Kling
Kettering OH 45429 | 16. Hallmark Title LLC
Fairborn OH 45324 |
| 3. Fidelity Lawyers Title Agency LLC (Local)
Dayton OH 45402 | 10. BBC Title Agency LLC
Royal Oaks MA | 17. Triad Title Agency Inc
Centerville OH 45459 |
| 4. M&M Title Company (Local)
Dayton OH 45402 | 11. ProTitle USA
Holland PA 18966 | 18. Home Site Title Agency Inc
Xenia OH 45385 |
| 5. ORET Ohio Real Estate Title
Fairborn OH 45324 | 12. American Homeland Title
Cincinnati OH 45241 | 19. Republic Title Agency Inc
Springboro OH 45066 |
| 6. First Central Land Title Agency Inc
Kettering OH 45429 | 13. Landmark Title Agency South
Dayton OH 45459 | 20. National Title Co
Centerville OH 45459 |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: REAL ESTATE EVIDENCE OF OWNERSHIP AND TITLE REPORT SERVICES

Dept./Div.: PLANNING AND COMMUNITY DEVELOPMENT / HOUSING INSPECTION/IFB NO.: D16034

Requisition No.: 014PD6

BID OPENING: 4:00 P.M.; 09-19-2016

No.:		1	2
BIDDER NAME & STREET ADDRESS:		FIRST TITLE AGENCY INC	TRI-STATE PARALEGAL SERVICE PITTSBURGH PA 15222
CITY:		TROY	
STATE & ZIP:		OH 45373	PA 15222
Recommended for Award		X	X
QUALIFIES FOR LOCAL PREFERENCE?		NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS			
1	Nuisance Abatement Evidence of Ownership Report	Per Report	\$150.00 ● \$55.00
1A	Maximum charge per any one parcel	Per Report	\$200.00 ● \$55.00
2	Full Title Report	Per Report	\$250.00 ● \$120.00
2A	Maximum charge per any one parcel	Per Report	\$850.00 ● \$120.00
3	Chains of Title - Additional request(s)	Per Report	\$150.00 ● \$35.00
4	Cost for Supplemental Reports(s)	Per Report	\$50.00 ● \$35.00
	Firm Price Agreement Through September 30, 2017 YES / NO		YES YES
	If NO, for how long?		
	Options to renew for additional 12-months October 1, 2017 through September 30, 2017 Maximum Percentage of increase		YES YES 3%
	Options to renew for additional 12-months October 1, 2018 through September 30, 2019 Maximum Percentage of increase		YES YES 3%
	TERMS:	NET 30	NET 30
	F.O.B.:	DEST	DEST
	DELIVERY:	10 DAYS	1 - 2 DAYS

● = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
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| 1. First American Title Insurance (Local)
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Painesville OH 44077 | 15. TitleQuest Agency Inc
Dayton OH 45458 |
| 2. Midwest Title Co (Local)
Dayton OH 45402 | 9. Michael Kling
Kettering OH 45429 | 16. Hallmark Title LLC
Fairborn OH 45324 |
| 3. Fidelity Lawyers Title Agency LLC (Local)
Dayton OH 45402 | 10. BBC Title Agency LLC
Royal Oaks MA | 17. Triad Title Agency Inc
Centerville OH 45459 |
| 4. M&M Title Company (Local)
Dayton OH 45402 | 11. ProTitle USA
Holland PA 18966 | 18. Home Site Title Agency Inc
Xenia OH 45385 |
| 5. ORET Ohio Real Estate Title
Fairborn OH 45324 | 12. American Homeland Title
Cincinnati OH 45241 | 19. Republic Title Agency Inc
Springboro OH 45066 |
| 6. First Central Land Title Agency Inc
Kettering OH 45429 | 13. Landmark Title Agency South
Dayton OH 45459 | 20. National Title Co
Centerville OH 45459 |



City Manager's Report

2.

From **6210 - Police Director**

Date **October 26, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$15,480.00 thru 9/30/17**

Name **Carlene M. Maynes**

Address **2919 Ensley Drive
Dayton, Ohio 45414**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017 Montg Co OVITF Grant	28116-6210-1271-71	\$15,480.00

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

Description

The Department of Police requests Commission approval to enter into an Agreement with Carlene M. Maynes, as coordinator, for the OVI (Operating a Vehicle under the Influence) Countywide Task Force.

This coordinator is necessary to schedule activity, directly communicate with all participating jurisdictions, oversee checkpoints and enter data associated with the grant. The grant will reimburse the City for all of the associated costs for this Agreement. The Montgomery County OVI Task Force grant award was accepted by the Commission on September 28, 2016.

This Agreement will expire on September 30, 2017.

A Certificate of Revenue is attached.

The Agreement has been reviewed and approved as to form and correctness by the Department of Law.

Signatures/Approval

Approved by City Commission

Division _____

Mark B. Ector

Department _____

[Signature]

City Manager _____

Clerk _____

Date _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2016 between the City of Dayton, Ohio ("City") and Carlene M. Maynes, residing at 2919 Ensley Drive, Dayton, OH 45414 ("Contractor").

WITNESSETH THAT:

WHEREAS, the City desires the services of a qualified and experienced contractor to provide coordination and management of grant activities with Montgomery County Law Enforcement jurisdictions and as a part of the 2017 Operating Vehicle while Impaired Task Force Grant and for the City's Department of Police; and

WHEREAS, the Contractor represented that she is experienced and qualified in providing such services and willing to perform such services for the City.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Contractor shall provide, in a manner satisfactory to the City, the following services:

1. The Contractor shall plan, assign, compile and maintain Task Force activity of Dayton and the nineteen (19) 2017 OVI involved jurisdictions according to grant guidelines.
2. The Contractor shall provide a monthly report to the City indicating the activities engaged in by the Contractor and by each participating jurisdiction in conformance of contractual obligations for the preceding month and such report shall be provided to the City not later than the first week of the succeeding calendar month.
3. Such other services related to the grant as the City may request.

ARTICLE II – PAYMENT

The City shall pay the Contractor a sum not to exceed Fifteen Thousand Four Hundred and Eighty Dollars (\$15,480.00), which will be detailed and invoiced in hourly increments at \$30.00 per hour for all services provided pursuant to this Agreement. The Contractor shall submit, but not more frequently than monthly, an invoice for payment of services provided. All invoices shall be verified by appropriate City staff to verify that the Contractor rendered services during the invoice period. Upon verification of the invoice, the City will tender payment of all invoices within thirty (30) days from receipt of the invoice, unless disputed.

ARTICLE III – TERM

This Agreement shall commence on October 1, 2016 and shall terminate on September 30, 2017 or earlier in accordance with the termination provision set forth in Article VI. Upon application, award and approval of future OVI grant(s) the contract may be amended or renewed at the sole discretion of the City of Dayton.

ARTICLE IV – INDEMNIFICATION AND INSURANCE

A. As an independent contractor, the Contractor shall defend, indemnify and hold the City and its elected officials, officers and employees harmless against legal liability for claims, suits, judgements, losses, damages, and expenses (including attorney's fees) of every kind whatsoever by reason of, arising out of, or proximately caused by any act, error or omission of the Contractor in the performance of this Agreement, including, but not limited to, any violation or alleged violation of any federal, state, or local law, regulation, or order related to the services to be provided by the Contractor under this Agreement.

B. During the entire term of this Agreement and at the Contractor's sole cost and expense, the Contractor 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:

1. Professional Liability Insurance with a \$500,000 annual aggregate;
and
2. Automobile Liability Insurance, which shall provide coverage in an amount not less than \$500,000 per person and \$500,000 per occurrence;
and
3. Workers' Compensation Insurance, in such amounts as required by law.

All policies of insurance required herein, but excluding Workers' Compensation Insurance, shall contain the requirement that the City be notified at least thirty (30) days in advance of any termination or diminution of coverage.

Upon execution of this agreement, the Contractor shall furnish the City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained herein.

ARTICLE V – INDEPENDENT CONTRACTOR

By executing this Agreement the Contractor acknowledges and agrees that the Contractor will be providing services to the City as an “independent contractor”. As an independent contractor for the City, the Contractor shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Section. The Contractor 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.

The Contractor understands and agrees that the Contractor is not a “public employee” for the purpose of OPERS membership. Contractor further understands and agrees that Contractor is not a City employee, nor are any of the Contractor’s employees, agents and contractors, and therefore, none shall be entitled to, nor will any make a claim for, any of the emoluments of employment with the City of Dayton. Further, the Contractor shall be solely responsible to withhold and pay all applicable local, state and federal taxes.

ARTICLE VI – TERMINATION

This agreement may be terminated by either party, for good cause, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. In the event this Agreement is terminated, the Contractor shall tender all work product completed up to the date of termination upon payment for such services, and City shall be relieved of any obligation to pay for any services performed by the Contractor subsequent to the effective date of termination.

ARTICLE VII – GENERAL PROVISIONS

A. Amendment or Modification

City may amend or modify this Agreement, at any time, provided that such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of the City and the Contractor, approved by the City’s Director of Police or designee 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 the City and the Contractor. 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. Severability

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.

D. Waiver

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.

E. Non-Discrimination

The Contractor 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, termination, 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 the Agreement as fully and as if specifically rewritten herein and that failure of the Contractor to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement.

F. Meetings and Evaluation

The Contractor shall be available, at such times designated by the City, to review and discuss performance of the Agreement with the City. The Contractor agrees to cooperate with the City in all respects concerning the review and monitoring of its performance under this Agreement.

G. Notice/Communication

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally or certified mail or first class U.S. mail, postage pre-paid, to the Contractor's addresses first set forth above, and to the City at the following address:

City of Dayton, Ohio
Department of Police

335 West Third Street
Dayton, Ohio 45402
Attn: Chief of Police

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

H. Assignment

The Contractor shall not assign any rights, duties, responsibilities or obligations 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 the Contractor from any obligation under this Agreement.

I. Confidentiality

The Contractor shall keep confidential and not disclose information, data or documents received from the City for use by Contractor in the performance of the services or prepared as part of the services provided hereunder, which is required to be kept confidential under local, state and/or federal law. Specifically, Contractor agrees not to disclose, report, reveal or transfer to any person or entity, either directly or indirectly, such confidential information without the prior written approval of the City or pursuant to court order.

J. Ownership of Documents and Work Product

All data, including all documents, reports, information, analyses and compilations made therefrom shall remain the property of the City. The Contractor expressly agrees and understands that any document, report, analysis, compilation of the data and all work product made pursuant to this agreement shall constitute work made for hire, and shall become the property of the City upon payment.

K. Political Contributions

Contractor affirms and certifies that it is in compliance with Ohio Revised Code § 3517.13 limiting political contributions.

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

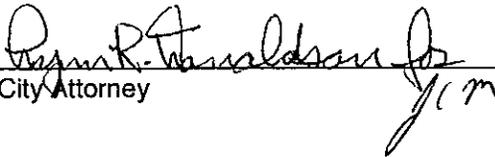
CITY OF DAYTON, OHIO

CONTRACTOR

By: _____
City Manager

By: _____
Carlene M. Maynes

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

3.

From **3420 - Water/Water Engineering**

Date **October 26, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$174,923.94 (thru 7/2017)**

Name **Tetra Tech, Inc.**

Address **250 W. Court Street, Suite 200W
Cincinnati, OH 45202**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Funds	53004-3430-1159-54-WF1411	\$174,923.94

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

Description

LIME RECLAMATION FACILITY EXPANSION

The Department of Water requests permission to enter into a second Agreement with Tetra Tech, Inc. in the amount of \$174,923.94.00 for engineering services for the Lime Reclamation Facility Expansion. This project consists of engineering services related to the Lime Reclamation Facility Expansion project currently under construction by Danis Industrial Construction Company. These services are to be completed during the construction phase and will include review of all contractor submittals for approval, based on conformance to contract documents, periodic site inspections, and record drawing creation. Tetra Tech will also provide engineering guidance to the City as needed to resolve construction problems, interpretation and clarification of the design documents when requested, prepare minor modifications to the project and respond to requests for additional information, and perform final completion inspections.

The original Agreement was approved on July 30, 2014 in the amount of \$795,060.00. In 2014, Tetra Tech, Inc. was chosen because its proposal had the best combination of approach, expertise and resources to meet the Department of Water's objectives. Tetra Tech, Inc. performed well on the old contract and their services are still needed to ensure the successful completion of the construction project.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on July 31, 2017.

The Agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is between the City of Dayton, Ohio, (“City”) and Tetra Tech, Inc. (“Engineer”) 250 West Court Street, Suite 200W, Cincinnati, Ohio 45202.

W I T N E S S E T H:

WHEREAS, The City requires specific engineering design and construction administration services relating to the expansion of the Lime Reclamation Facility (“Project”); and,

WHEREAS, Engineer is qualified and available to provide specific engineering design and construction administration services to the City.

NOW THEREFORE, in consideration of the promises contained in this Agreement (“Agreement”), the City and the Engineer agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on July 31, 2017, whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall provide all professional services (“Services”) necessary to complete the Project as described in Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND NINETY-FOUR CENTS (\$174,923.94) and shall be paid according to Attachment B, which is attached hereto and incorporated herein by reference. Engineer shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY’S RESPONSIBILITIES

The City will furnish Engineer, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Engineer shall have no liability for defects in the Services attributable to Engineer’s reliance

upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Engineer's failure to meet such standards and the City has notified Engineer in writing of any such error within that period, Engineer shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Engineer shall indemnify and defend the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by or arise out of Engineer and its agents, employees, contractors, sub-contractors, and representatives negligent or willful acts, errors, or omissions.

This Article 6 shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Engineer shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General liability insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile liability insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' liability insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional liability insurance, having a limit of \$1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Engineer pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Engineer's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. In the event of a claim, Engineer shall make copies of applicable insurance policies available for review by the City. Engineer, however, shall retain its right to restrict disclosure of Engineer's proprietary information contained in such policies in accordance with Article 8.

Engineer also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. CONFIDENTIALITY

Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, 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 is information that, under the laws of the State of Ohio, is classified as being "private." Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other 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 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 work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit a party's disclosure of confidential information: (i) previously known to it without an 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 or federal law, or (v) when such disclosure is authorized in writing by the City.

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Engineer as part of the Services shall become the sole and exclusive property of the City upon payment. However, Engineer shall have the unrestricted right to their use.

Engineer shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Engineer.

ARTICLE 10. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Engineer to perform in accordance with the terms of this Agreement. Engineer shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Engineer. In the event of termination by the City hereunder, the City will pay Engineer for Services actually provided up to the date of termination.

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

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, Engineer irrevocable submits to the original jurisdiction of the court located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, related to, or in any way concerning the execution or performance of this Agreement.

C. COMMUNICATIONS

Any written communication or notice 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 below:

Engineer:	Tetra Tech, Inc. 250 West Court Street, Suite 200W Cincinnati, OH 45202 Attention: Mr. James Brescol Program Development Director
City:	City of Dayton, Department of Water 320 West Monument Avenue Dayton, Ohio 45402 Attention: Mr. Michael Powell Interim Director, Department of Water

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

D. EQUAL EMPLOYMENT OPPORTUNITY

Consultant 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, termination, 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 constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

E. WAIVER

A waiver by the City or Engineer of any breach of this Agreement shall be in writing. Such a 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.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Engineer acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Engineer shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Engineer 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.

Engineer, its employees and any persons retained or hired by Engineer to perform the 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. Further, Engineer 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.

Engineer acknowledges its employees are not public employees for purposes of Ohio Public

Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT

Engineer shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Engineer.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

The parties may mutually agree to extend the term of this Agreement to a later date.

K. POLITICAL CONTRIBUTIONS

Engineer affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the City and Engineer, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

TETRA TECH, INC.

City Manager

By: _____

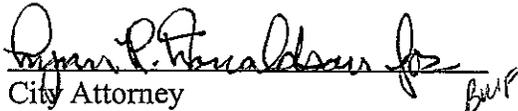
Date: _____

Its: _____

APPROVED:

Director, Department of Water

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of Commission

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

City: City of Dayton, Ohio
Project: Engineering Services for Lime Reclamation Facility Expansion
Engineer: Tetra Tech, Inc.

SCOPE OF SERVICES

The Consultant shall provide the following services:

- Engineering services during construction, including review of shop drawings and other submittals, periodic site inspection, and record drawing creation

Task 3 - Construction Phase:

The Consultant shall perform the following services:

- Review all Contractor submittals for approval, based on conformance to Contract Documents; submittals include schedule, shop drawings, and shop drawing resubmittals
- Respond to Requests for Clarification from the Contractor
- Attend monthly construction progress meetings
- Provide periodic (approximately 8 hours per month) site inspection while construction is underway.
- Provide engineering guidance to City as needed in resolving construction problems
- Evaluate Field Change and Change Order claims
- Assist in Start-up of new facilities
- Prepare project Punch List

Upon completion of construction, provide City with Construction Record Drawings in paper and electronic format (AutoCAD)

Construction Phase

As part of the construction services, Tetra Tech will assist in scheduling the pre-construction conference with the selected contractor, subcontractors, and City staff. Subsequently, Tetra Tech will attend progress meetings, perform periodic site inspections, and provide interpretation or clarification of the design documents when requested, respond to requests for additional information (RFIs), and prepare change orders required for minor modifications. Also, Tetra Tech will review shop drawings, pay requests and other submittals for general conformance with the specifications and conduct both substantial and final completion inspections to determine if the work has been completed in conformance with the documents. At completion, Tetra Tech will prepare and submit certificates to the appropriate regulatory agencies. Upon completion of all work, the project team will prepare a set of record drawings in both reproducible and electronic formats for the City's use.

Start-Up

Our approach to start-up is to make sure that the staff has been properly trained by the equipment

manufacturers' representatives on the operational components and maintenance. It is recommended that WS&T operations staff be involved as observers during start-up testing. This is another opportunity for the staff to become familiar with the equipment and to assist in the system testing phase to provide hands on training. The intent is to operate the plant with all of the new components on-line. As the design team, we fully understand the facility systems and operation processes. We are dedicated to training the City staff to operate the facility at its full potential to meet the City's needs.

Operations & Maintenance

One of the key deliverables for this phase will be the O&M manuals. Tetra Tech will provide custom manuals that provide summaries of the unit process operations and details of the design that are generally absent from stock equipment catalogs.

Our approach is to leverage technology. Our 3-D CADD renderings of the proposed facilities can be creatively used in the O&M manuals to provide realistic views for use in future operations and maintenance in the field long after construction. Tetra Tech will work with 360Water to review the equipment proposed and recommend appropriate training and O&M documentation services for the construction project specifications, subject to a maximum cost of \$4,300 for 360Water.

Quality Assurance

Quality Assurance (QA) is a process used to ensure we understand the project from your perspective and that your goals and objectives have been met. QA representatives consist of individuals not directly involved in the project who provide an independent perspective. Each team has a checklist or questionnaire to document the results, which are then shared with the Project Manager and entire Project Team for possible implementation. This provides a means to continually identify opportunities for improvement. Components of the QA process are:

- Client Satisfaction Process (CSP) Interview – The CSP representative meets with the client at the beginning of the project to establish measurables and periodic milestones to evaluate our performance against these measurables.
- The representative also performs follow-up CSP interviews with the client at the mid-point and completion of the project to confirm that we met or exceeded their expectations for the project. These CSP interviews will be conducted at no cost to the City of Dayton.
- Report Enhancement Process (REP) – The REP representative reviews the report outline and draft report. This review compares the client's objectives with our approach to ensure clarity and thoroughness. The focus is clarity, completeness, and appropriateness.
- Key Concept Review (KCR) – The KCR representative reviews design drawings and specifications to confirm the lead discipline concepts. They look for alternatives that may not have been considered or for potential innovative solutions to enhance the project.
- Constructability Review (CR) – The CR differs from the KCR in that the reviewer will look specifically for cost avoidance opportunities to ensure that the design (e.g., details on the drawings) promotes the most cost-effective construction operations.

Quality Control

Quality Control (QC) consists of detailed checking procedures and is performed by experienced professionals who are familiar with the client's standards and practices. Components of the QC process are:

- Calculations – We review calculations to ensure proper application of design criteria and technical standards and to verify the mathematical correctness of the results.
- Checklists – We use checklists during the reviews to ensure proper application of city, state, and federal design criteria and standards.
- Report Consistency – Report documents developed are reviewed for consistency of format, appearance, and standards.
- Construction Documents – We check construction plans and specifications for correctness, completeness, consistency, constructability, and conformance with the standards of our clients.

Effective Project Management

The Tetra Tech project management Team for this project includes:

- Client Manager, James Brescol
- Project Manager, James Rydquist
- Deputy Project Manager, Deb Herman
- QA/QC Officers, Jill Hudkins and Vic Cooperwasser

No changes to the above team are expected; however, Tetra Tech retains the right to replace team members as necessary to ensure proper delivery of the project. Our project management team will work closely with the City of Dayton and our subconsultants, Kleingers and 360Water, to provide the appropriate staff that can deliver a quality project to the City within budget, on schedule, and that meets the City's needs and expectations.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

City: City of Dayton, Ohio
Project: Engineering Services for Lime Reclamation Facility Expansion
Engineer: Tetra Tech, Inc.

COMPENSATION

1. The total "Not-To-Exceed" fee for performance of the Scope of Services, as outlined in Attachment A to this Agreement, is \$174,923.94. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses. Such direct expenses include:
 - a. Travel, subsistence, and incidental costs.
 - b. Use of motor vehicles on a monthly rental basis for assigned vehicles and on a mileage basis or rental cost basis for vehicles used for short periods.
 - c. Telegraph costs, long distance telephone costs, and Project "onsite" telephone costs.
 - d. Reproduction of reports.
 - e. Postage and shipping charges for Project-related materials.
 - f. Computer time charges, including program use charges.
 - g. Rental charges for use of equipment, including equipment owned by the Engineer.

The "Not-To-Exceed" fee of \$174,923.94 broken down as follows:

Task 3 – Construction Phase	\$174,923.94
TOTAL FEE	\$174,923.94

The total "billing limits" shall not exceed \$174,923.94 without further written authorization from the City.

2. The following are expenses that are not included in the lump sum fee set forth in Section 1:
 - a. Charges of special consultants requested or authorized by the City.
 - b. Special insurance coverage required by the City, including the cost of naming the City as an additional insured.
 - c. Local taxes or fees applicable to the consulting work or payment therefore.
 - d. Cost of acquiring any other materials or services specifically for and applicable to only this Project.
3. The City shall remit payment to Engineer within thirty (30) days from receipt of a monthly invoice detailing the Services rendered and the percent complete of the scope of services described in Attachment A. All invoices for non-lump sum, reimbursable type payments shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to the performance of the Services and shall be clearly identified and readily accessible to City. However, Engineer does not have to furnish such supporting documentation with its invoice, unless requested by the City.

4. Engineer shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Engineer shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining in whole or part to matters covered within this Agreement. In performing any independent audit, Engineer shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.



City Manager's Report

From **3233- Aviation/AP Properties & Concessions**

Date **October 26, 2016**

Expense Type **Contract Modification**
Total Amount **\$43,600 through 5/31/2018**

Supplier, Vendor, Company, Individual

Name **Fifth Third Bankcorp**
Address **38 Fountain Square
Cincinnati, OH 45263**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3212-23202-43	\$37,200
	51000-3212-23376-43	\$6,400

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

Description

AUTOMATED TELLER MACHINE AGREEMENT – FIRST RENEWAL

The Department of Aviation ("Aviation") requests permission to extend a current Automated Teller Machine Agreement ("Agreement") with Fifth Third Bankcorp ("Fifth Third"). This First Renewal ("Renewal") would extend the current Agreement, which expired on May 31, 2016, for a period of two (2) years, commencing on June 1, 2016 and expiring on May 31, 2018, as permitted in Article II, Subsection B of the Agreement.

The Renewal allows for Fifth Third Bancorp to continue to operate two Automated Teller Machines ("ATMs") at Dayton International Airport ("Airport"). One ATM is located in the ticketing lobby and one ATM is located in the sterile area of the Airport. All other terms and conditions of the Agreement shall remain in full force and effect and shall remain unchanged. The term of the renewal is two years. Aviation anticipates putting out an automated Teller Machine RFP in January, 2018.

Fifth Third will continue to pay the City a fixed monthly fee of \$1,550, which represents \$800 for the sterile area location and \$750 for the public area location in the ticketing lobby. Fifth Third will also pay the City a transaction fee per Foreign Transaction which is estimated to equal approximately \$260 per month for both machines. Total annual revenue is estimated to be \$21,800/year or \$43,600 for the total two-year term.

This Agreement has been reviewed and approved as to form and correctness by the Department of Law.

The Certificates of Revenue are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Fifth Third Bankcorp
Address c/o Nanci Kupneski, Mail Drop 1090A4, 38 Fountain Square
City Cincinnati State OH Zip+4 45263 -
Customer # 310676865 Address Location # A1
Federal ID# 31-0676865

Revenue Information: Fund 51000 Organization 3212 Revenue 23202 Program 43

Contract Information: Contract Start Date 6/1/2016 Contract Expiration Date 5/31/18

Billing Information: Rate: \$1,550.00 Arrears Pre-bill X
Monthly (1st month of billing) June
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

Terminal commercial space rent at the Dayton International Airport
For automatic teller machines in lobby and sterile area

Departmental Approval [Signature]

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1304-1 Auditor Kena Brown Date 10/14/16

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance [Signature]

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Fifth Third Bankcorp
Address c/o Nanci Kupneski, Mail Drop 1090A4, 38 Fountain Square
City Cincinnati State OH Zip+4 45263 -
Customer # 310676865 Address Location # A1
Federal ID# 31-0676865

Revenue Information: Fund 51000 Organization 3212 Revenue 23376 Program 43

Contract Information: Contract Start Date 6/1/16 Contract Expiration Date 5/31/18

Billing Information: Rate: N/A Arrears X Pre-bill
Monthly (1st month of billing) June
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

Terminal concession at the Dayton International Airport
Percentage of Gross for monthly transactions (10% for up to 1,500; 20% for 1,501-3,000; 50% over 3,000)

Departmental Approval [Handwritten Signature]

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1304-2 Auditor Kene Brown Date 10/14/16

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance [Handwritten Signature]



City Manager's Report

5.

From 2380 - Planning & CD Director

Date October 26, 2016

Expense Type Service Agreement

Total Amount \$45,000.00 thru 12-2017

Supplier, Vendor, Company, Individual

Name Montgomery County Juvenile Court

Address 380 W. Second Street
Dayton, Ohio 45422

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Special Project-Mediation Center	16702-2380-22606-33	\$45,000.00

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

Description

The Department of Planning and Community Development is requesting approval to enter into a Purchase of Service Understanding (Agreement) with Montgomery County Juvenile Court (Court). This Agreement will provide up to \$45,000 in revenue for the Dayton Mediation Center (DMC) to provide mediation services to the Court. The DMC will offer an alternative to formal intervention procedures that will improve communication in order to parent the child/children involved. The City will receive 100% of the mediation filing fee actually collected by the Court. The Agreement will begin on January 1, 2017 and expire on December 31, 2017.

The DMC has been providing this service to the Court since 2010. Through October 1, 2016, the DMC has provided mediation services to 111 parenting cases.

A Certificate of Revenue and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission



 Division



 Department



 City Manager

Clerk

Date

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name **Montgomery County Juvenile Court**
ATTN: David Perkins

Address **380 West Second Street**

City **Dayton** State **Ohio** Zip+4 **45422 4240**

Customer Number **316000172** Address Location **E3**

Revenue Information: Fund **16702** Organization **2380** Revenue **22606** Program **33**

Contract Information: Contract Start Date **1-1-2017** Contract Expiration Date **12-31-17**

Billing Information: Rate: **\$5/case referral** Arrears **XX** Pre-bill _____

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) **April 1, 2017**

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) _____

Rate Change Date **N/A** Rate Change Amount **N/A**

Description of Services (wording on invoice): **For mediation services provided under the Montgomery County Juvenile Court Service Understanding for visitation. Cost is \$5/case referral.**

Departmental Approval 

TO BE COMPLETED BY FINANCE

Revenue Contract Number **8-0172-1** Auditor **Kenna Brown** Date **10/17/16**

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance 

**MONTGOMERY COUNTY JUVENILE COURT
SERVICE UNDERSTANDING**

This Purchase of Service Contract ("Agreement") is made this _____ day of _____, 2016 in Dayton, Montgomery County, Ohio, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, located at 451 West Third Street, Dayton, Ohio 45422, hereinafter called the "BOARD", MONTGOMERY COUNTY JUVENILE COURT, located at 380 W. Second Street, Dayton, Ohio 45422, hereinafter called the "COURT," and the CITY OF DAYTON, OHIO, located at 101 West Third Street, Dayton, Ohio 45402, hereinafter called the "PROVIDER."

WITNESSETH THAT:

WHEREAS, the BOARD, the COURT and the PROVIDER mutually desire to contract with each other to perform mediation and other related services embodied in the work scope attached hereto and hereinafter referred to as "Exhibit A"; and,

WHEREAS, the PROVIDER is uniquely qualified, experienced, and willing to provide said services for the COURT.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

1.1 The PROVIDER agrees to provide the services set forth in the Scope of Services, which is attached hereto as Exhibit A and incorporated by reference as if written hereinafter in full.

1.2 The PROVIDER further agrees that it will notify the COURT prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and that no such activity or expenditure of a questionable nature shall be authorized without the prior approval of the COURT.

ARTICLE TWO: SCHEDULE OF PAYMENT

2.1 The COURT agrees to compensate the PROVIDER for authorized expenditures incurred in the performance of this Agreement and services described in Exhibit A, which can be verified by documentation. The COURT shall pay PROVIDER an amount not to exceed FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$45,000.00) for the services provided during the term of this agreement. The COURT will assess a mediation filing fee in the amount of FIVE DOLLARS AND ZERO CENTS (\$5.00) on each case filed and one hundred percent (100%) of the mediation filing fee actually collected by the COURT (the total amount collected will vary annually) shall be considered payment.

2.2 Payment will be made to the PROVIDER after the COURT has received and approved invoices from the PROVIDER during the previous quarter. Invoices shall be submitted to the COURT no later than 31 days after the conclusion of the previous quarter or April 30, 2017; July 31, 2017; October 31, 2017; and January 31, 2018. Quarterly invoices from the PROVIDER shall be sent to Eric Shafer, Assistant Court Administrator, Montgomery County Juvenile Court, located at 380 West Second Street, Dayton, Ohio 45422-4240.

ARTICLE THREE: TERM

3.1 The term of this Agreement shall begin the 1st day of January 2017 and shall terminate on the 31st day of December 2017.

3.2 All parties agree that the terms of this Agreement shall apply to any time period between the above-stated start date and the full execution of this Agreement by way of signature of the parties.

ARTICLE FOUR: RELATIONSHIPS/COMPLIANCE

4.1 The PROVIDER, its agents, employees and assigns are not officers, agents or employees of the COURT or the BOARD; but, to the contrary, are independent contractors. The PROVIDER, at all times shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the COURT or the BOARD.

4.2 The PROVIDER agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein.

4.3 The PROVIDER, for itself, its employees and assigns, accepts full responsibility for payment of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, and any and all other taxes (i.e., Social Security) or payroll deductions required of the PROVIDER as employer.

ARTICLE FIVE: ASSIGNMENTS

5.1 The parties expressly agree that this Agreement shall not be assigned by the PROVIDER without the written approval of the COURT.

ARTICLE SIX: CONFLICT OF INTEREST

6.1 This Agreement in no way precludes, prevents, or restricts the PROVIDER from obtaining and/or working under additional contractual arrangement(s) with a party other than the COURT, assuming that the additional contractual work in no way impairs the PROVIDER's ability to perform the services required under this Agreement.

6.2 The PROVIDER represents that at the time of entering into this Agreement it has no interest in nor shall acquire any interest, direct or indirect, in any contractual agreement that will conflict in any manner with performance of the services required under this Agreement.

ARTICLE SEVEN: MODIFICATION AND SEVERABILITY

7.1 This Agreement constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement. Any proposed change in this Agreement shall be submitted to the COURT for its prior written approval. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.2 This Agreement and any modifications, amendments, or alterations shall be governed, construed, and enforced under the laws of Ohio.

ARTICLE EIGHT: SAFEGUARDING OF CLIENT

8.1 The PROVIDER agrees that disclosure of any information by the PROVIDER, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code.

ARTICLE NINE: PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE

9.1 Provider agrees to comply with the Prison Rape Elimination Act (PREA) and follow the Court's zero-tolerance of sexual abuse and sexual harassment within its facilities/programs/offices for all youth and staff/volunteers/contract.

9.2 Provider agrees to report any findings of sexual abuse or sexual harassment immediately to the Director of the department for which mediation services are being provided.

ARTICLE TEN: NON-DISCRIMINATION AND ACCESSIBILITY

10.1 During the performance of this Agreement, the PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, national origin, ancestry, handicap, age, political belief or place of birth. The PROVIDER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation, and selection of training, including apprenticeship.

10.2 The PROVIDER, or person claiming through the PROVIDER, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said PROVIDER. PROVIDER shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE ELEVEN: INSURANCE/BONDING

11.1 PROVIDER is a self-insured political subdivision.

ARTICLE TWELVE: TERMINATION

12.1 This Agreement may be terminated by either party upon notice, in writing, delivered to the other party thirty (30) days prior to the effective date of termination. Neither the COURT nor the BOARD shall be liable to tender and/or pay to the PROVIDER any further compensation after the date of termination of this Agreement.

12.2 Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COURT or the BOARD for damages sustained by the COURT and the BOARD by virtue of any breach of Agreement by the PROVIDER; and the COURT may withhold any compensation to the PROVIDER for the purpose of set-off until such time as the amount of damages due the COURT from the PROVIDER is agreed upon or otherwise determined.

12.3 If, for any reason, the funding of the Ohio Department of Youth Services grant under which this Agreement is made is reduced, suspended or terminated in whole or part, the COURT may terminate this Agreement by giving written notice to the PROVIDER of such termination as soon as is reasonably practicable after being notified.

ARTICLE THIRTEEN: MONITORING AND EVALUATION

13.1 The COURT and the PROVIDER will monitor the manner in which the terms of the Agreement are being carried out and evaluate the extent to which the stated objectives are being achieved. The PROVIDER will also participate in program evaluation activities being undertaken by the COURT and/or an independent evaluator.

13.2 The COURT shall be permitted to make "on-site" visits to the PROVIDER's facility.

13.3 The PROVIDER shall submit to the COURT prescribed monitoring reports detailing the progress of the services performed under this Agreement.

13.4 The PROVIDER shall maintain a financial management system that records all Agreement costs and expenditures. The PROVIDER shall comply with all applicable state and federal fiscal management guidelines.

13.5 The PROVIDER shall maintain and preserve all financial and other records related to this Agreement including any documentation used in the administration of the services, for a period of at least three (3) years.

13.6 All financial and other records related to this Agreement shall be subject to inspection, review, or audit by the COURT, the Ohio Department of Youth Services and/or their duly authorized representatives.

ARTICLE FOURTEEN: DISCLOSURE

14.1 The PROVIDER hereby covenants that it has complied with the Montgomery County's Disclosure Policy adopted pursuant to Resolution No. 88-1276, dated July 5, 1988, which requires anyone contracting with the COURT and the BOARD to disclose any business relationship or financial interest that the PROVIDER has with a County or Court employee, or a County or Court employee's business, or any business relationship or financial interest that a County or Court employee has with the PROVIDER or the Provider's business.

14.2 The PROVIDER must comply with the State of Ohio Executive Order 2007-01S. A copy of this Executive Order is provided in Exhibit B. The PROVIDER certifies that it (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The PROVIDER understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE FIFTEEN: SIGNATURE

15.1 The PROVIDER hereby acknowledges that this Agreement must be signed and returned to the Juvenile COURT Administrator, located at 380 West Second Street Dayton, Ohio 45422-4240 by the PROVIDER within sixty (60) days of receipt of said Agreement for signature or this Agreement may be canceled and voided by the COURT.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of _____, 2016.

WITNESS:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By _____
Dan Foley

By _____
Judy Dodge, President

By _____
Deborah A. Lieberman

OR

By _____
Joseph P. Tuss,
County Administrator

MONTGOMERY COUNTY COMMON PLEAS COURT, JUVENILE DIVISION

By _____
James D. Cole
Court Administrator

CITY OF DAYTON, OHIO

By _____
Shelley Dickstein
City Manager

APPROVED TO FORM
Mathias Heck,
Prosecuting Attorney
Montgomery County, Ohio

By _____
Mary Montgomery,
Assistant Prosecuting Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS

By: _____
City of Dayton Attorney

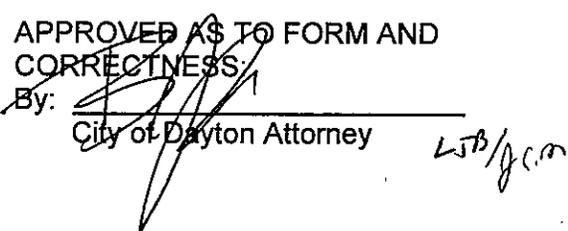


EXHIBIT A

SCOPE OF SERVICES

MEDIATION SERVICES

The PROVIDER, Dayton Mediation Center, will provide mediation services to the COURT for families who will be referred by the COURT. Eligibility is based upon the need for creating a parenting time/custody plan.

The Court will complete a referral using the mediation form (see EXHIBIT C) either manually or electronically on the date that the family appears in court and then email the form to trisha.werts@daytonohio.gov or fax it to 937-333-2336. The referral to mediation may be completed before a case is officially filed in the Juvenile Court.

Mediation services are intended to provide families referred by the Court an alternative to formal intervention procedures by giving the parties an opportunity to talk about their relationship now and in the past (if needed) and to figure out how they can communicate differently in order to parent the child(ren) involved. This program will afford all parties the opportunity to take responsibility for determining the outcome of their actions, i.e. modeling a dialogue process that keeps the decision making in their control and can have a positive effect on future interaction with one another. Even when parties don't leave mediation with an agreement there is the possibility that they will have more positive interaction and better communication.

Once the Dayton Mediation Center receives the faxed or emailed referral, a letter is mailed to the referred parties stating that mediation is scheduled and their participation is requested. The case manager at the Dayton Mediation Center will contact each party prior to the mediation to answer questions, help them understand the mediation process, and confirm the appointment. Mediators are assigned to the case.

There are several possible outcomes.

1. If the parties mediate and come to an agreement during court hours, and the case was officially filed, the Dayton Mediation Center will email the referring court staff and Court Services Administration (Director and Supervisors) to determine if a Magistrate or Judge is available to read the agreement into the record that day. If the parties have attorneys, the attorneys can review the agreement, finalize, and submit it to the court. The Dayton Mediation Center will close the case and send a feedback form to the referring court staff member.

2. If the parties mediate and come to an agreement, they may decide to try their plan out for four (4) to six (6) weeks (if the time is available before their next court date or in order to file with their petition to receive a court date) to see if the plan is feasible and then parties return to mediation for a second session to finalize their plan. If parties have an agreement in mediation during court hours, the Mediation Center will follow the above procedure to contact the court and have it read into record. The Dayton Mediation Center will close the case and send a feedback form to the referring court staff member.

3. If the parties mediate and come to a partial agreement then they typically take it to their next court date (or submit with their petition to be considered at their hearing date) and have the court make decisions about any remaining issues. The Dayton Mediation Center will send a feedback form to the referring Magistrate informing the court of the partial agreement.

4. If the parties mediate and are not able to make any decisions then the Dayton Mediation Center offers parties a second session. The Dayton Mediation Center will close the case and send a feedback form to the referring court staff member.

5. If one party does not appear, the Dayton Mediation Center will attempt to contact the absent party to see if the mediation should be rescheduled or not. If no contact is made with the absent party, the case manager will close the case and send a feedback form to the referring court staff member letting the court know one of the parties didn't appear.

6. If one of the parties declines to participate in mediation the Dayton Mediation Center will close the case and send a feedback form to the referring court staff member.

The entire mediation intervention process can include case management, pre-mediation sessions and the mediation session(s) itself, and the process can average between five (5) to ten (10) hours.

Monitoring and Evaluation Requirements

The PROVIDER, through its Dayton Mediation Center, will:

- Provide training to the Court staff on the Dayton Mediation Center's programs and practices; and
- Meet quarterly with the Magistrates, Director of Court Services and the Court Administrator about the program.

EXHIBIT B



State of Ohio
Office of the Governor
Executive Order 2007 – 01S

Establishing New Ethics Requirements

1. **Limits on Gifts.** The job of the officials and employees of the State of Ohio is to serve the people of Ohio. When those who want contracts or grants or other benefits from the State give gifts or meals or tickets or trips to state officials or employees, the people of Ohio have every right to be suspicious that official government decisions aren't being made based on the merits. Accordingly:
 - a. The only gifts my wife and I, and the Lieutenant Governor and his wife will accept during my time as Governor of Ohio are those given by:
 - i. close family members, or
 - ii. personal friends who are not lobbyists, who have no contracts with the State, and who do not receive grants from the State, or
 - iii. individuals or groups who, on occasion, present one of us an inexpensive, token gift such as a t-shirt, cap, mug or lapel pin as an expression of kindness or friendship, or an inexpensive meal or refreshment worth \$20 or less, or
 - iv. a government official from another state or country as a gesture of friendship to one of us and the people of Ohio, in which case we would accept the gift for the State of Ohio.
 - b. We will not accept any of the gifts listed above unless Ohio's ethics laws permit us to, and any gifts we do accept will be fully reported in the way the law requires.

- c. Members of my Staff, my Cabinet, the State employees in those Cabinet agencies and those employed at or appointed to State of Ohio boards and commissions are directed to follow the same rules about accepting gifts that I will be following. Close family members include parents, children, siblings, spouses and domestic partners. Failure to comply with this Executive Order will result in appropriate discipline.
2. **Ethics Training and Compliance.** Sometimes people don't follow the rules because they don't understand them and sometimes people don't follow the rules because they're trying to get away with something. We need to make it easier for state officials and employees who are trying to follow the rules to do so and we need to work harder to catch those breaking the rules. Accordingly:
 - a. Each member of my Cabinet is directed to designate a senior staff person to serve as the Chief Ethics Officer for the agency. The Chief Ethics Officer is responsible for helping those trying to follow the rules do so by making sure that employees can easily get answers to questions about what is permissible and what is not. The Chief Ethics Officer is also responsible for making sure that appropriate Ethics Training is provided to help prevent wrongdoing from occurring.
 - b. My Chief Legal Counsel, in consultation with the Ohio Ethics Commission and the Chief Ethics Officers at the various agencies, will, over the next 60 days, develop an Ethics Education program to provide appropriate Ethics Training to officials and employees of the State and to the employees of and appointees to various State of Ohio boards and commissions. In addition, he will assure that an adequate mechanism exists for anonymous reporting of wrongdoing or apparent wrongdoing and that the Ethics Education program include training on how to access that anonymous reporting system.
 - c. All State officials and employees are directed to report any wrongdoing or apparent wrongdoing by a State official or employee to the Ethics Commission or the Inspector General or through the anonymous reporting system. They are also directed to fully cooperate with any investigation of potential wrongdoing and to seek advice from a Chief Ethics Officer or the Ethics Commission when unsure about the propriety of a contemplated action. Finally, all State officials and employees are strongly urged to make suggestions to their Chief Ethics Officers about how to increase official and employee compliance with Ohio's ethics and conflict of interest laws,

this policy and my expectation that State officials and employees serve the people of Ohio.

- d. No person serving on a board or commission may try to influence any decision by that board or commission on behalf of a client while a member of the board or commission or within two years of leaving that board or commission.
3. **Vendor and Grantee Ethics.** Those who have contracts with the State or who get grants from the State should also play a role in making sure that State officers and employees follow the law and this order. Accordingly:
 - a. My Chief Legal Counsel, in consultation with the Ohio Ethics Commission and the Chief Ethics Officers at the various agencies, will, over the next 60 days, develop a program which requires those doing business with the State of Ohio or receiving grant funds from the State of Ohio to certify, before they can receive any money from the State, that they know and understand Ohio's ethics and conflict of interest laws, are aware of this order, and that they will not do anything inconsistent with those laws or this order.
 - b. Whenever any Cabinet agency or State of Ohio board or commission awards any contract without a competitive bid for the products or services provided by that contract, the reason the contract was awarded without bids must be stated in writing by the agency, board or commission in a document that is available to the public.
 4. **Increasing Access to Government Decisions.** The people of Ohio have a right to witness what occurs at meetings of public bodies. The more accessible those meetings, or recordings of those meetings, are, the more Ohioans will be able to keep an eye on how their business is being handled by State officials and employees. Accordingly, all Cabinet directors are directed to find ways to increase access to public meetings held at their agencies, including finding ways to present them on the Internet live and recorded.
 5. **Improving this Order.** Any requests for clarification of this Executive Order should be conveyed to the Chief Ethics Officers who should discuss them, as needed, with my Chief Legal Counsel. Clarifications may be periodically posted on the State of Ohio website. This Executive Order will be periodically updated as good, new suggestions about increasing ethical compliance come to my attention.

6. I signed this Executive Order on January 8, 2007 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.



Ted Strickland
Ted Strickland, Governor

Jennifer Brunner
Jennifer Brunner, Secretary of State



City Manager's Report

6.

From 6210 - Police Director

Date October 26, 2016

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount \$19,471.41

Name Oregon Business District

Address PO Box 2041
Dayton, Ohio 45401

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-22611-71	\$19,471.41

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

Description

The Oregon Business District Association requested on October 7, 2016 off-duty police personnel to provide security and traffic control during their annual Oregon District Halloween Party in the Oregon District, a location that is within the municipal corporation limits of the City of Dayton, Ohio, beginning on Saturday October 29, 2016 through Sunday October 30, 2016.

The Oregon Business District Association has contracted with the City of Dayton for this event for over 10 years. The estimated revenue for this event is \$19,471.41.

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

The Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Division
Mark B. Ector

Department
[Signature]

City Manager

Clerk
Date

3012016 10:01

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Oregon Business District Association
Address PO Box 2041
City Dayton State Ohio Zip+4 45401 -
Customer # 311774011 Address Location # P-1
Federal ID# 74-2722883

Revenue Information: Fund 10000 Organization 6210 Revenue 22611 Program 71

Contract Information: Contract Start Date 10/29/2016 Contract Expiration Date 10/30/2016

Billing Information: Rate: Officer rate \$61.72 - X Arrears X Pre-bill Estimate
Sgt rate \$71.58 - X
Lt. Rate \$83.01 - X
Night Dif rate \$1.20 - X
Vehicle \$13.00

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) Prepaid \$19,471.41

Rate Change Date n/a Rate Change Amount n/a

A. Description of Services (wording on invoice): Provide security and traffic control for the Oregon Business District Halloween Party in Oregon District, a location that is within the municipal corporation limits of the city of Dayton, Ohio, beginning Saturday October 29, 2016 through Sunday October 30, 2016.

B. Departmental Approval 

TO BE COMPLETED BY FINANCE

Revenue Contract Number 5-4011-1 Auditor Karen Bunn Date 10/17/14

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance 

AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2016, between the City of Dayton, Ohio ("City") and Oregon District Business Association, PO Box 2041, Dayton, Ohio 45401, ("Contractor").

WITNESSETH THAT:

WHEREAS, the City, upon request by a private person, firm, corporation, or institution, may detail off-duty police officers to perform police-related functions pursuant to the authority of Section 35.27 of the Revised Code of General Ordinances of the City of Dayton; and

WHEREAS, because public safety requires the use of off-duty police personnel to perform police-related functions, Contractor requests the services of off-duty police officers, police supervisors, and/or parking enforcement aides (hereinafter collectively referred to as "police personnel"); and

WHEREAS, the City can provide off-duty police personnel and Contractor agrees to remit payment to the City for the total cost of providing such police personnel.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits to be derived hereby, the City and Contractor hereby agree as follows:

Section 1. Subject to Sections 2 and 3, the City agrees to make available certain police personnel to perform the police-related functions which are further explained in Exhibit A attached hereto and incorporated herein, beginning Saturday, October 29, 2016.

Contractor understands and agrees that no further use of police personnel provided hereunder will be made without the express written authorization of the City's Chief of Police or authorized representative.

Section 2. Unless waived by the City, Contractor shall notify the City at least fourteen (14) days in advance of the date(s) for which the police services are requested. The notice shall be given to the City's Chief of Police or his/her authorized representative, and shall specify the number and rank of police personnel requested and the hours and specific location(s) where the police services are needed.

The City's Chief of Police or authorized representative shall have final authority for determining the availability of off-duty police personnel and the number and rank of such police personnel needed to provide an adequate level of security, traffic control and/or crowd control for the specified date(s) and location(s).

Section 3. All police personnel assigned pursuant to this Agreement shall remain subject to the authority of the City's Chief of Police, and shall act and respond in accordance with established City police procedures, rules and regulations. The duties and responsibilities of the police personnel assigned pursuant to this Agreement, including chain of command duties

and responsibilities, shall be determined in accordance with the City's established police procedures, rules and regulations.

Off-duty police personnel assigned pursuant to this Agreement may be reassigned, without notice to Contractor, to other locations and/or to perform other police services, functions or duties as required by the City's established police procedures, rules and regulations or by exigent circumstances requiring a police response.

Section 4. Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as outlined in Exhibit A.

Section 5. Contractor understands and agrees that all police personnel assigned pursuant to this Agreement shall be billed for a minimum of two (2) hours of services, even though the hour(s) of service requested by Contractor and performed by the police personnel is less than two (2) hours.

Section 6. In the event that Contractor cancels the requested police services less than twenty-four (24) hours prior to the specific date(s) for the rendering of such police services, Contractor shall be billed and shall remit payment for two (2) hours of services for each off-duty police personnel assigned to report on that date to perform the requested police services.

Section 7. Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney's fees), damages, claims, suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual's right of privacy; assault and battery; discrimination; violation of civil rights; improper service of process; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided hereunder.

Section 8. In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set first forth above or such other address as may be specified by Contractor; or (ii) if Contractor shall default in or fail to make payment(s) for the police services at the times and in the amounts as required of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.

Section 9. This Agreement shall be for the period of Saturday October 29, 2016 through Sunday October 30, 2016.

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

CITY OF DAYTON, OHIO

OREGON DISTRICT BUSINESS ASSOCIATION

City Manager

Don Hapner

APPROVED BY

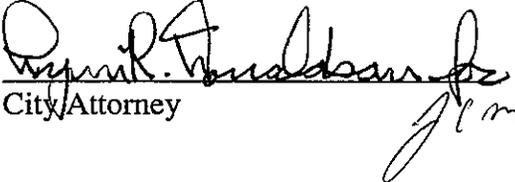
Phone: 937-657-4750

E-Mail: rosechapner@aol.com

Director and Chief of Police

Federal I.D. Number: 74-2722883

APPROVED AS TO FORM AND CORRECTNESS:



City Attorney

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

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission

Exhibit A

1. Scope of Services/Event Information

- A. Provide security and traffic control for Oregon District Halloween Party in Oregon District, a location that is within the municipal corporation limits of the city of Dayton, Ohio, beginning Saturday October 29, 2016 through Sunday October 30, 2016.

2. Payment/Cost/Method of Payment

A. PAYMENT

Contractor shall pay \$61.72 per hour for each police officer; \$71.58 per hour for each police sergeant; \$38.92 per hour for PEA and \$83.01 per hour for each police lieutenant and \$1.20 per hour additional for night differential when applicable.

Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

The City will bill Contractor for payment of the actual services provided. Contractor shall tender payment upon receipt of the bill.

B. ESTIMATED COST: \$19,471.41

(8 Lt hrs @ 83.01, 22.5 Sgt hrs @ \$71.58, 248.50 Officer hrs @ \$61.72, 38 PEA hrs @ \$38.92 and 317 hours Night Diff. @ \$1.20 per hr)

C. METHOD OF PAYMENT: To be Invoiced.

3. Contractor's Authorized Representative/Contact:

NAME: Dan Hapner

ADDRESS: PO Box 2041 Dayton, Ohio 45401

EMAIL: rosehapner@aol.com

4. Officers Assigned to Event, Rank: 1 Lieutenant; 3 Sergeants; 36 Officers



City Manager's Report

From **2390 - Planning & CD/Community Dev**

Date **October 26, 2016**

Expense Type **Grant Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$97,110.00**

Name **Miami Valley Housing Opportunities, Inc.**

Address **907 W Fifth St, Ste 300
Dayton, OH 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Continuum of Care 2014	25528-2390-1159-31	\$97,110.00

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

Description

The Department of Planning and Community Development is requesting authorization to enter into an Agreement with Miami Valley Housing Opportunities (MVHO) for the Shelter Plus Care Sponsor-based Rental Assistance II (S+C SRA II) Program. This renewal grant was awarded to the City of Dayton by the U.S. Department of Housing and Urban Development (HUD) through the 2014 Homeless Continuum of Care (COC) application process. The 2014 S+C SRA II Program operates from January 1, 2016, through December 31, 2016. MVHO administers the S+C SRA II Program on behalf of the City by providing 61 units of permanent subsidized housing, aligned with supportive services, to homeless adults who have a severe and persistent mental illness, and/or have a chronic chemical dependency, and/or suffer from HIV/AIDS related diseases.

This Agreement has been reviewed by the Law Department as to form and correctness. This Agreement shall commence upon execution by the City, and it shall terminate December 31, 2016.

A Certificate of Funds in the amount of \$97,110.00 is attached.

William Jeffries

 Division
Robert K. Lovell

 Department
John P. ...

 City Manager

Signatures/Approval

Approved by City Commission

 Clerk

 Date

**CONTINUUM OF CARE AGREEMENT
SHELTER PLUS CARE SPONSOR-BASED RENTAL ASSISTANCE II
CFDA 14.267
COC OH0313L5E051401**

THIS AGREEMENT, entered into this ____ day of _____, 2016, is between the CITY OF DAYTON, OHIO (hereinafter referred to as the "City") and MIAMI VALLEY HOUSING OPPORTUNITIES, INC, a not-for-profit corporation organized under the laws of the State of Ohio, (hereinafter referred to as "Subrecipient").

WITNESSETH, THAT:

WHEREAS, Pursuant to Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and the Continuum of Care Program Regulation, the City approved the Dayton/Kettering/Montgomery County 2014 Continuum of Care application prepared by the Homeless Solutions Policy Board, and was awarded Shelter Plus Care Program grant renewals for Sponsor-based Rental Assistance II components; and,

WHEREAS, It is necessary that the City and the Subrecipient enter into an Agreement for the implementation of activities related to the Shelter Plus Care Program ("S+C Program");

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, City and Subrecipient agree as follows:

ARTICLE I. SCOPE OF SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City, for the S+C Program as set out in "Attachment A, Scope of Services," which is attached hereto and incorporated herein.

ARTICLE II. TERM OF PERFORMANCE

This allocation of funds from the U.S. Department of Housing and Urban Development (HUD) is for a one-year period. This Agreement shall be effective for services performed January 1, 2016, through December 31, 2016, at which time all work must be satisfactorily completed in compliance with this Agreement. The Subrecipient shall commence performance upon the effective date of the Agreement.

The Subrecipient shall submit all requests for funds to the City by December 31, 2016. Such funds must be approved, processed, and reimbursed by January 31, 2017.

ARTICLE III. GRANT OF FUNDS

The City shall make available to the Subrecipient, **NINETY SEVEN THOUSAND ONE HUNDRED TEN DOLLARS AND ZERO CENTS (\$97,110.00)** for the work and services to be provided by the Subrecipient pursuant to this Agreement.

Funds to be provided hereunder shall be expended in accordance with the line item budget referred in Attachment A, Section F, Table A.

ARTICLE IV. BUDGET AND PAYMENT PROCEDURES

A. Budget

Attachment A, Section F, Table A is the official budget for work to be performed under this Agreement. The Subrecipient's accounting and invoices will be structured in the same level of detail as the budget to facilitate monitoring of performance. Expenditures made by Subrecipient shall be allowable to the extent they:

1. Conform to all provisions of this Agreement;
2. Are necessary in order to carry out the activities and accomplish the objectives and goals set forth in Attachment A;
3. Conform to the HUD Fair Market Rent and or rent reasonableness established for each particular unit;
4. Are actual net costs (i.e., Contract Rent minus any tenant contributions, rebates, refunds, or other items of value received by Subrecipient that have the effect of reducing the cost actually incurred);
5. Are incurred during the dates this Agreement is effective;
6. Conform with the standards for allowable costs set forth in 2 CFR Part 200, Subpart E; and
7. Are satisfactorily documented in accordance with generally accepted accounting principles and the procedures approved or prescribed by 2 CFR Part 200, Subparts C and E, and the City.

B. Process for Payments

Disbursements of funds shall be made against the line item budget specified in Attachment A, Section F, Table A, and in accordance with performance. The City will pay the Subrecipient for projected rental costs for the succeeding month based on estimates submitted by the Subrecipient through the Advance Request Form.

Expenditures shall be made solely for goods and services that will be utilized during the term of this Agreement. The Subrecipient shall not spend funds for services that are to be furnished beyond the term of Agreement. Funds spent for services supplied or consumed in whole or in part beyond the term of this Agreement shall be unallowable expenses with respect to that portion of goods or services consumed or supplied beyond the term hereof.

C. Settle-Up Provisions

1. Recognizing that the City is paying the Subrecipient for the succeeding month of service, there is the possibility that actual expenditures may be greater or less than the amount invoiced. The City will compare the estimated amount billed for the Advance Request Form (Exhibit I) with the month's actual costs in the Actual Expenditure Report (Exhibit II). In the event that the City over or under pays Subrecipient for actual expenses, settle-up provisions will need to occur in order to maintain accurate expenditures. Each month, the City will determine the amount of settle-up costs based on month-end actual expenditure reports submitted by the Subrecipient, required in this Agreement under Attachment A, Section I, Reporting.
2. If actual expenditures are more than the cumulative monthly amounts paid to Subrecipient, Subrecipient will submit an additional invoice to receive the difference. The City will make the additional payment at the time it remits payment for the succeeding month.
3. If the actual amount expended is less than the amount paid to Subrecipient, the City will deduct the difference from payment on the next regular monthly invoice submitted.
4. The settle-up process will conclude with a final assessment at the end of the grant period and reconciliation between expenditures and revenue.

ARTICLE V. GENERAL CONDITIONS

A. Independent Contractor

The parties hereby agree that at all times, the Subrecipient shall be an Independent Contractor and not subject to control by the City, except as provided herein. As an Independent Contractor, the parties hereby agree that the relationship between the parties shall not be held out or construed as employer-employee, joint-venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of the other party, without the prior written and express authority to do so by a duly authorized representative of the other party.

Subrecipient understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not City employees, and not entitled to any of the emoluments of City employment, including for the purposes of Ohio Employee Retirement System membership. Further, the Subrecipient shall be responsible for paying such agents, Subrecipients and sub-Subrecipients, withholding from their pay, all local, state and federal taxes, and Workers Compensation Insurance.

B. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket

fidelity bond covering all employees in an amount equal to all advances of funds from the City. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200 Subpart D.

C. Amendments

1. The City and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.
2. If a substantive change is proposed (hereby defined as any change that requires approval from HUD), the Homeless Solutions Policy Board may provide input into the changes prior to City approval.
3. This Agreement shall conform to federal, state, and local governmental guidelines, policies and available funding amounts. If such conformity results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, the City and Subrecipient agree to amend this Agreement to reflect any such change.

D. Subcontracting

1. None of the services covered by this Agreement shall be subcontracted without prior written consent by the City and/or formal amendment of this agreement except those subcontracts identified in "Attachment B" of this Agreement (Sub-Subrecipient Agreement between Miami Valley Housing Opportunities (MVHO) and the Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board for Montgomery County).
2. The Subrecipient will monitor the approved subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documented evidence of follow-up actions taken to correct areas of noncompliance.

E. Assignability

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same without prior written consent of the City.

F. Indemnification

The Subrecipient 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 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, including any violation of state, federal or local laws, rules and regulations governing the use of S+C Program dollars and/or the acts, omissions, or conduct of Subrecipient employees, contractors, or agents.

G. Suspension or Termination

1. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination.
2. The City may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part, and may recover any funds paid to the Subrecipient at its discretion if Subrecipient:
 - (a) Violates any provision of the Agreement; or
 - (b) Violates any provision of the Stewart B. McKinney Homeless Assistance Act, as amended by the HEARTH Act; or
 - (c) Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement; or
 - (d) Fails to complete performance as specified in Attachment A or in a timely manner.
3. The City may also terminate this Agreement and such supplemental Agreements hereafter executed, in whole or in part, by giving the Subrecipient 30 days written notice, in the event that the Secretary of HUD shall:
 - (a) Withdraw funds allocated to the City under its application for S+C Program activities, thus preventing substantial performance of the S+C Program or any portion thereof intended as activities to be undertaken by the Subrecipient; or
 - (b) Terminate the City's funding allocation pursuant to an Act of Congress.
4. The City may impose sanctions if the Subrecipient violates any provision of this Agreement. These sanctions may include, but are not limited to:
 - (a) Refusal to renew or extend the present Agreement or execute a new agreement with the Subrecipient.
 - (b) Total or partial suspension of funding by non-payment or partial payment of invoices or by other means.

- (c) Withholding or disallowing the payment or reimbursement of administrative costs.
- (d) Termination of funding or of the Agreement itself.

H. Entire Agreement / Integration

This Agreement, together with all Attachments and Exhibits referenced herein, represents the entire and integrated Agreement between the City and the Subrecipient. 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.

I. Conflict of Interest

Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 200.318 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner of degree with the performance of services described in Article I and Attachment A, Scope of Services.

Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the City. Participation by homeless individuals who are also participants under the program in policy or decision-making does not constitute as a conflict of interest.

ARTICLE VI. ADMINISTRATIVE REQUIREMENTS

A. Compliance with Regulations

The Subrecipient shall comply with all applicable uniform administrative requirements, including those listed in Attachment B, that is attached hereto and made a part hereof, as if fully rewritten.

B. Financial Management

1. Accounting Standards

The Subrecipient shall comply with Attachment F of 2 CFR Part 200 Subparts D and E, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer the program in conformance with 2 CFR Part 200 Subpart D and E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record-Keeping

1. Maintenance and Availability of Records

- (a) The Subrecipient shall maintain all accounting and client records and documents, and any evidence pertaining to costs incurred, as more fully described in Attachment A, Section H that is attached hereto and made a part hereof as if fully rewritten.
- (b) Such records shall be furnished and available for inspection by the City, HUD, the Comptroller General of the United States, and/or any authorized representative of the City of Dayton.
- (c) Such records shall be available at the Subrecipient's offices at all reasonable times during the contract period.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there are claims, audits, negotiations, litigation or other actions that involve any of the records cited and that have commenced before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Close-Outs

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of S+C Program assets (including the return of all unused materials, equipment, unspent cash advances) and determining custodianship of records.

4. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City, or its designees, deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully rectified by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F.

5. Reversion of Assets

When the Agreement ends, the Subrecipient must transfer to the City any S+C Program funds on hand and accounts receivable attributable to the use of CS+C Program funds.

D. Reporting Procedures

1. Annual Report

In regard to this Agreement, the Subrecipient shall complete a HUD Annual Progress Report and submit it to the City on or before January 31, 2017.

2. Progress Reports

The Subrecipient shall submit and provide to the City a monthly progress report with each invoice. At a minimum, the progress report should contain the following:

- (a) Number of clients anticipated to be served during the month, broken down by continued tenants and estimated new tenants.
- (b) Every new and continued tenant must be categorized by the type of unit the tenant will be occupying (zero-bedroom, one-bedroom, etc.).
- (c) The total rental assistance being requested by category of unit (multiplied by the number of continued tenants and estimated new tenants by the local HUD Fair Market Rent determined for each category of unit).
- (d) The total SRA rental assistance being requested, broken down by continued tenants, new tenants, and the administrative charges associated with each.
- (e) The total monthly rent assistance and administrative charges being requested for the upcoming month. Subtract any carry-over from the previous month's payment from the sum of the rental assistance and the corresponding administrative charge, for a net total request.

- (f) The total projected S+C Program statistics for the upcoming month that total clients by the type of unit they will occupy and by their diagnosis (mentally ill; substance abuser; mentally ill and a substance abuser; living with AIDS; and, without a current diagnosis).
- (g) The landlord list by S+C client, citing their address and the type of unit they will occupy, the client's diagnosis, the expenses attributed to each and then totaling those expenses (by client and for the entire list).

E. Procurement

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart 317-326.

ARTICLE VII SECTION 3 REQUIREMENTS

A. Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Developer agrees that the aspiration sub-contracting goals for certified HUD Section 3 certified business sub-contracting and hiring goals will be:

Employment: Thirty percent (30%) of the aggregate number of new hires during a one year period of the project. (Example: A construction contractor hires 10 new workers. Three of the new workers should be Section 3 eligible persons.)

Contracting: (a) At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, construction, and other public construction with federal funds; and (b) At least three percent (3%) of the total dollar amount of all other, including professional services, covered Section 3 contracts to eligible Section 3 business concerns. HUD Section 3 companies can be found at <http://daytonhrc.org/wp-content/uploads/2015/11/103115COD-HUD-Section-3-Certification-List.pdf>.

The City of Dayton's Section 3 Guide Book provides guidance on meeting the Section 3 requirements of 24 CFR Part 135. The Section 3 Plan is considered part of this contract. The plan must state employment and subcontracting goals and commitments. The guidebook can be found at <http://daytonhrc.org/wp-content/uploads/2013/09/Section-3-Guide-Book-Final.pdf>. The Section 3 Plan template can be found at <http://daytonhrc.org/wp-content/uploads/2013/09/Section-3-Plan-Template.dotx>.

ARTICLE VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to Title 40 CFR, Part 50 as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having specific flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

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ARTICLE IX. NOTICES

Communications and notices concerning this Agreement shall be directed to the following contract representatives:

City of Dayton
Erin N. Ritter
Dept. of Planning & CD
101 W. Third Street
Dayton, Ohio 45402
(937) 333-3814
erin.ritter@daytonohio.gov

Miami Valley Housing Opportunities, Inc.
Debbie Watts-Robinson
907 West Fifth Street
Dayton, OH 45402
(937) 263-4449 ext 402
drobinson@mvho.net

IN WITNESS WHEREOF, the City by its City Manager, and the Subrecipient, by its Chief Executive Officer, have executed this Agreement. The effective date of this Agreement shall be August 1, 2016.

CITY OF DAYTON, OHIO

**MIAMI VALLEY HOUSING
OPPORTUNITIES, INC.**

City Manager

Debbie Watts Robinson, Chief Executive Officer

Date _____, 2016

Date _____, 2016

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

_____, 2016

Min./Bk. _____ Page _____

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

LJB / p.m.

ATTACHMENT A

Scope of Services

A. Program Description

This Shelter Plus Care (S+C) Program will provide permanent, subsidized, housing aligned with support services to homeless single adults with qualifying disabilities, and homeless adults with qualifying disabilities, who have family members living with them. This Program includes Sponsor-Based Rental Assistance (SRA) which is further described hereinafter.

The qualifying disabilities for S+C Program participants include: severe and persistent mental illness; serious mental disorder; chronic chemical dependency or substance abuse; co-occurring severe and persistent mental illness and chemical dependency; AIDS and related diseases.

The Subrecipient certifies that this Program described herein will benefit disabled, homeless individuals, as described at 24 CFR, Part 582 (1) (a).

B. Program Outcomes

The Program will provide rent subsidy for at least sixty-one (61) units of service over the term of the Agreement. A "unit of service" is defined as providing twelve months of permanent subsidized housing, aligned with supportive services.

As required by the regulations contained in 24 CFR, Part 582.110, the Subrecipient shall maintain all documentation necessary to verify a match of supportive services. Such supportive services will be available to participants for the entire term of the rental assistance.

C. Homeless Population to be Served

1. Participant Characteristics

The homeless persons to be served under this Program have serious disabilities that impede their ability to live independently. They are extremely low income because their disability restricts their ability to work. They need independent living skills support, supportive services related to their disability, access to employment services and opportunities, and money management support.

2. Program Participant Entry

Before entry into the Program, participants must be homeless. This is defined as persons who, without Shelter Plus Care Program assistance, would spend the night in a shelter or place not meant for human habitation, including:

- Sleeping places not meant for human habitation;

- Sleeping in shelters;
- Living in transitional/supportive housing, but came there from the streets or shelter;
- Being evicted within the week from a private dwelling, and having no residence identified or resources/supports to find housing.
- Being discharged from a hospital or institution following a stay of less than 30 days and having no residence identified or resources/supports to find housing.

3. Outreach/Referral Plan

Potential Program participants will be referred through the Homeless System Front Door Assessment Process. The Front Door assessment of homeless persons is conducted by the PATH street outreach program, and at the four gateway shelters- Gettysburg Gateway for Men, St. Vincent DePaul for Women and Families, Daybreak (youth), and the YWCA (victims of domestic violence). The Front Door Process also conducts assessments of homeless person referred by the mental health system, substance abuse treatment centers, AIDS Resource Center of Ohio, and the VA Medical Center.

4. Dwelling Types

The anticipated fourteen (14) units of service that will be subsidized and made available under this Program, by dwelling type, are as follows:

Zero Bedroom	0
One Bedroom	49
Two Bedroom	12
Three Bedroom	0
Four Bedroom	0

Allocation between the SRA Program components for the aforementioned specific dwelling types is set forth in Table A, which is attached hereto.

D. Subrecipient Responsibilities

The Subrecipient shall be responsible for completing the following activities:

1. **General Responsibilities**
 - a. Coordinating all services related to the Program.
 - b. Maintaining and reporting on Program implementation and status.
 - c. Providing a total of sixty-on (61) units of service as follows: sixty-one (61) units of SRA housing in accordance with Table A and regulations contained in 24 CFR, Part 582.

- d. Certifying that the Program activities benefit the disabled and homeless, as described at 24 CFR, Part 582 (1)(a).
- e. Utilizing the Homeless Management Information System (HMIS) to track client outcomes throughout their participation in the Program.
- f. Adherence with the City's "Impaction Policy," the Subrecipient shall submit a "Consistency Review" to the City's Department of Planning and Community Development and receive a "Certification of Local Approval" before establishing new SRA units within the Dayton corporate limits.

2. Participant Related Activities

The Subrecipient shall be responsible for the following Program participant related activities:

- a. Implement an outreach plan, obtain participant agreements to enter Program and establish income qualification. Income qualification must be completed initially and at least annually thereafter. This activity must commence within the first thirty days from the date of the City's execution of this Agreement.
- b. Ensure that an assessment to establish disability under the Subrecipient's service category be completed by the referring agency. All assessments must be conducted by individuals identified in the Ohio Department of Mental Health's Administrative Rules for Mental Health Assessment- Non Physician and/or Psychiatric Diagnostic Interview, Physician (for individuals with mental health disorders) and Ohio Department of Alcohol and Drug Addiction Services' Administrative Rules for Assessment (for individuals with alcohol and other drug disorders).
- c. Assist Program participants with selecting an appropriate residence from the units available to the Subrecipient; and, if the unit is to be leased from a third party directly to the participant, insure that the lease Agreement conforms to Program standards and requirements.
- d. The Subrecipient must provide or cause to be provided a system of case management for each Program participant, and assure that each participant has access to the supportive services. Supportive service delivery shall commence within ninety days of the date this Agreement is executed by the City, or upon occupancy of each unit, whichever occurs earlier.
- e. Acclimate each Program participant to the residence, immediate environs, neighborhood, and community services. It is the Subrecipient's responsibility to communicate with the Front Door referring agency's case management services to provide the Program participant with furniture, fixtures, supplies, and other essentials.

3. **Housing Related Activities**

The Subrecipient shall be responsible for the following housing related activities for the Program:

- a. Verify the continued availability of housing resources and find equivalent alternative housing resources as required. The Subrecipient will negotiate a contract rent. Contract rent cannot exceed the rent reasonableness standard and in many cases the "Fair Market Rent."
- b. Prior to occupancy of any unit by a Program participant, the Subrecipient will ensure a physical inspection by a qualified HQS inspector. If the unit inspected fails to meet HQS, the Subrecipient or the lessor is responsible for the cost of repairs necessary to meet HQS.
- c. The Subrecipient will test for rent reasonableness (i.e. the contract rent is reasonable in relation to rents currently being charged for comparable unassisted units) as well as not in excess of rents currently being charged by the same owner for comparable unassisted units. Prior to submitting any voucher form requesting the payment of the rent subsidy for a unit, the Subrecipient shall comply with 24 CFR, Part 582.305 (b), by using the "Rent Reasonableness Survey" from the Greater Dayton Apartment Association and assure that the unit has also met GDPM's HQS.
- d. Require annual re-inspection and HQS certification from HQS -trained inspectors.
- e. Maintain records of any Program participant's absence during the lease term for inpatient care at a hospital or other health care facility. If a Program participant is temporarily away to receive inpatient care, Program rental assistance will continue for up to 90 days. Invoices provided to the City shall indicate each participant and unit-residence for which rental assistance is billed during the current period.

4. **Participant Intake and Processing**

The Subrecipient shall manage the intake of Program participants, verify eligibility for participants to be housed in SRA units, monitor participants and ensure that the services they require are being provided, and prepare subsidy vouchers for the sixty-one (61) SRA units in the following manner:

- a. The Subrecipient will process referrals from the Homeless System Front Door Assessment Process and shall create a list of "eligible persons" as described in 24 CFR, Part 582 (1)(a).
- b. The Subrecipient shall maintain policies and procedures consistent with Shelter Plus Care Program and the federal "Section 8" regulations generally as they are applicable to the Shelter Plus Care Program grant and shall

utilize these policies and procedures in receiving referrals from the Homeless System Front Door Assessment Process

5. Participant Referrals for Sponsor-Based Housing

- a. The Subrecipient shall make referrals of persons on the list generated from the standards set forth in Paragraph 4(a) above, Participant Intake and Processing to property owners (tenant-based assistance) for purposes of securing housing through the Program.
- b. To determine HQS compliance, the Subrecipient shall assist potential Program participants with contacting the property owner and shall select an inspector and arrange for the inspection.
- c. The Subrecipient shall assure that the unit has passed inspection and keep a copy of the inspection form on file for a period of no less than 3 years after vacation of the unit by the participant. A participant will not be allowed to move into a unit until that unit has successfully passed an inspection. The Subrecipient shall also ensure that housing units used in the Program are re-inspected on not less than an annual basis. The participant must also keep copies of the re-inspection on file for a period of no less than 3 years after vacation of the unit. HQS trained inspectors shall perform such annual inspections.

E. Performance Monitoring

The City will monitor the Subrecipient's performance against goals and performance standards as identified in Section B above and the regulations contained in 24 CFR, Part 582.

The City shall conduct on-site monitoring of the Subrecipient annually. Substandard performance, as determined by the City, shall constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time, as determined by both parties, after being notified by the City, Agreement termination procedures will be initiated.

F. Budget

The Subrecipient shall use the funds made available by this Agreement for the Program to provide rental assistance and for such administrative costs as are described in Table A, which is attached hereto and incorporated herein.

G. Payment Procedures

1. Subject to receipt of funds from the Federal Government/grantor agency, the City agrees to advance and/or reimburse the Subrecipient for authorized expenditures for which vouchers, rental receipts and other similar documentation to support payment expenses are maintained by the Subrecipient under those generally accepted

accounting principles and procedures approved by the City and outlined in OMB Circulars A-110 and A-122 and those specific requirements in Article IV of this Agreement.

2. Payments to the Subrecipient shall be made upon the submission of a monthly rental assistance invoice to the City's Department of Planning and Community Development. Such invoices will include the following information:
 - a. A summary of current and cumulative actual costs compared to the budget; and
 - b. Such other reports, documentation and information as specified within this Agreement.
3. Payments to the Subrecipient shall be made as follows:
 - a. The City shall process invoices within thirty (30) days following receipt thereof or, if documentation is inappropriate or insufficient, the City shall provide the Subrecipient a clear statement regarding the ineligibility or deficiencies to be eliminated prior to acceptance for processing.
 - b. In the event that it is deemed necessary by the City, HUD, the Comptroller General of the United States of America, or any authorized representative of said agencies or persons, to conduct any audit of the records of the Subrecipient, the City may withhold payment until such audit is conducted, if improprieties are suspected.
 - c. The City shall retain in its Line of Credit the Subrecipient's reserve funds which shall consist of the differential between Fair Market Rent (FMR) and Contract Rent less tenant rent contribution, not to exceed eight percent (8%) of total FMRs for all Subrecipients' units. The Subrecipient may draw upon this reserve fund in order to pay for:
 - (i.) Administrative Costs: The costs of administering the housing assistance Program including eligible costs of processing rental payments to landlords, examining participant income and family composition, inspecting units for compliance with housing quality standards, providing housing information and assistance, and receiving into the Program new participants. It does not include any costs of support services or the costs of audits or preparation of reports or forms required under this Agreement.
 - (ii.) Property Damage: Damage to housing due to the action of a participant, not to exceed the amount of one month's rent.
 - (iii.) Additional Rent Payments: The costs of rent increases or the costs of serving a greater number of participants.

H. Documentation and Record Keeping

The Subrecipient shall keep and maintain the following records and documents specified hereinafter as well as all others identified within this Agreement in accordance with the requirements set forth in Article IV of the Agreement:

1. The list of all current members of the Subrecipient's Board of Trustees (or Directors) with addresses, professional affiliations, home and work phone numbers, and term of office.
2. The Subrecipient's most recent letter from the Federal Internal Revenue Service certifying that the Subrecipient holds "501(c)(3)" not-for-profit status.
3. The Subrecipient's current financial statement.
4. The Subrecipient's 2015 audited financial statements.
5. Resolution by the Subrecipient's Board of Trustees (or Directors) authorizing acceptance of this Agreement, signed by the Board Chair or President.
6. A copy of each form to be used by the Subrecipient for Program activities to be performed. These shall include but are not limited to: lease form between the Subrecipient and Lessor; participant application; GDAA Rent Reasonableness Survey; GDPM HQS form; occupancy agreement and lease rescission agreement between the Subrecipient and Program participants; participant's income verification; annual recertification of participant's income; participant release of personal history Agreement; documentation of disability.
7. A copy of the Subrecipient's participant rights plan or grievance process.
8. A copy of the Subrecipient's outreach plan that shows how full occupancy of all Subrecipient housing units will be attained.
9. A register of the specific properties for which Program rental assistance will be used, including addresses, ownership, number of bedrooms, and Contract Rent, and term of lease Agreement.
10. Records pertaining to rental assistance provided to Program participants, including:
 - a. Record of individual participants participating in Program and their duration.
 - b. Copy of occupancy agreements.
 - c. Copy of service commitments.
 - d. Copy of form(s) used to calculate Contract Rent, Tenant Rent, and Program Rent Payment.

- e. Copy of rent receipts for leased units or copy of invoices for Subrecipient-owned units.
 - f. Copy of HQS Certificate, initial and annual.
 - g. Copies of correspondence between Subrecipient and Lessors.
 - h. Copies of correspondence between Subrecipient and participants relating to the housing unit occupied.
11. Records pertaining to the use and documented Program administration costs and funds, including:
- a. Copies of invoices to the City with justification of administrative costs.
 - b. Copies of any notices of Contract Rent adjustment that will increase or decrease the Program rental payment.
12. Documentation of supportive services that provide the local match for Program rental assistance, including the following:
- a. A record of total annual service obligations as specified in this Attachment A at Paragraph B, titled "Program Outcomes."
 - b. Value of pro-rata share of lease on buildings where services will be provided to participants;
 - c. Salaries and benefits of staff and pro-rata share directly benefiting Program participants with supportive services; and
 - d. Value of other supportive services including voluntary services and donated professional services.
 - e. Record of supportive services expenses for the current period; cumulative expenses for the fiscal year; and the balance remaining to be expended.
 - f. Individual service expenditures for each participant.
 - g. Log of all voluntary activity indicating the name of the volunteer, the hours worked during the month, the services provided, and the dollar value assigned. (Voluntary services may be valued at \$10 per hour, except that professional services may be valued at the practitioner normal hourly rate.)
 - h. Records and correspondence between the Subrecipient and service providers pertaining to the Agreement. (If, at any time during the term of this Agreement, the Subrecipient is required to consider a change in service providers for any reason whatsoever, the Subrecipient will notify the City in writing with a complete justification of the change and a plan to insure an

equivalent level of service is to be provided. The City must approve each change of service providers.)

13. Records that pertain to each Program participant and eligibility, including:
 - a. Income verification and calculation of tenant rent contribution, with annual updates;
 - b. Medical and/or psychiatric assessment;
 - c. Supportive services plan and documentation of service delivery, including the cash value of services delivered;
 - d. Record of tenant rent payments;
 - e. Receipts for rent payments to lessor;
 - f. Data required for completion of all parts of the HUD Annual Progress report.

TABLE A

Attachment A, Section F

**City of Dayton Shelter Plus Care Renewal Grant
2015 Program Budget**

Sponsor-Based Rental Assistance (SRA) Component Program Budget

Name of metropolitan or non-metropolitan Fair Market Rent (FMR) area: Dayton/Montgomery County				
Size of Units	Number Of Units	FMR or Actual Rent	Number of Months	Total
SRO	x	x	=	\$
0 Bedroom	3 x	493 x	12 =	\$17,748
1 Bedroom	11 x	554 x	12 =	\$73,128
2 Bedrooms	x	726 x	12 =	\$
3 Bedrooms	x	972 x	12 =	\$
4 Bedrooms	x	1089 x	12 =	\$
5 Bedrooms	x	x	=	\$
6 Bedrooms	x	x	=	\$
Other:	x	x	=	\$90,876

Administration Costs not to exceed \$6,361

ATTACHMENT B

The Subrecipient hereby assures and certifies that:

1. It will comply with various local, state, and federal laws, orders, rules, regulations, and acts that pertain to the implementation of this Agreement and or the Program, including, but not limited to the following:
 - a. It will comply with Title IV of the Civil Rights Act of 1964 (42 United States Code ("U.S.C.") § 2000 (d)) and regulations pursuant thereto (Title 24 CFR, Part 1), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Program or activity for which the Subrecipient receives financial assistance, and will immediately take any measures necessary to effectuate this Agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving provision of similar services or benefits.
 - b. It will comply with the Fair Housing Act (42 U.S.C. §§ 3601-19), as amended, and with the implementing regulations at 24 CFR, Part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its Programs and activities relating to housing in a manner to affirmatively further fair housing.
 - c. It will comply with President's Executive Order ("EO") 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR, Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with federal financial assistance.
 - d. It will comply with EO 11246 and all regulations pursuant thereto (42 CFR, Chapters 60-61), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and shall take affirmative action to ensure equal employment opportunity. The Subrecipient will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.
 - e. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701(u)), and regulations pursuant thereto (24 CFR, Part 35), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the Program and contracts for work in connection with the Program be awarded in substantial part to persons residing in the area of the Program.
 - f. It will comply with Section 540 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit

discrimination based on handicap in federally-assisted and conducted Programs and activities.

- g. It will comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), as amended, and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in Programs and activities receiving federal financial assistance.
 - h. It will comply with EO 11625, 12432 and 12138, which state that Program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.
 - i. If persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.
 - j. It will comply with the reasonable modification and accommodation requirements of the Fair Housing Act and, as appropriate, the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, as amended.
 - k. It will comply with Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio and 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.
2. It will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipients workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness Program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employees assistance Programs;
and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- d. Notifying the employee in the statement required by Paragraph (a) that, as a condition of employment under the grant, the employee will (1) abide by the terms of the statement; and (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the City in writing, within ten business days after receiving notice under Subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under Subparagraph (d)(2), with respect to any employee who is so convicted;
 - (1) taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation Program approved for such purposes by a federal, state, or local health agency, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (a), (b), (c), (d), (e), and (f);
 - h. Providing the street address, city, county, state, and zip code for the site or sites where performance of work in connection with the grant will take place. For some Subrecipients who have functions carried out in several locations, more than one location may need to be specified. It is further recognized that Subrecipients may add or change sites as a result of changes to Program activities during the course of grant-funded activities. Subrecipients, in such cases, are required to advise the City by submitting a revised "Place of Performance" form. The period covered by the certification extends until all funds under the specific grant have been expended.
3. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR, Part 24.
 4. No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.

If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying" according to its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative Agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

5. It and its principles (see 24 CFR, Part 24.105(p)):
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (see 24 CFR, Part 24.110) by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.
6. The Subrecipient assures that the assistance provided by HUD, and any amounts provided from other sources, are managed so that the housing assistance described in the application is provided for the full term of the grant, or that Subrecipient will provide any shortfall, if necessary. The Subrecipient further assures that it will provide or secure supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the grant and that it will fund the supportive services itself if the planned resources do not become available for any reason.
7. It will comply with the Housing Development Policies identified below.

- a. For each proposed new housing facility development, the Subrecipient will obtain written certification from the appropriate government jurisdiction that the proposed facility is consistent with that jurisdiction's current Consolidated Plan, or that written certification that the government jurisdiction agrees to an exception under the specific conditions of the proposed development.
- b. Subrecipient will provide a list of private-landlord-owned housing facilities which includes a mixture of units inside and outside of Dayton City limits which is proportionate to the ratio of Montgomery County residents living inside and outside of Dayton City limits to all participants of tenant-based and sponsor-based rental subsidy Programs administered by Subrecipient. The list will include a statement that the list is not all-inclusive and that housing location is the choice of the participant.

ADOPTED BY THE SUBRECIPIENT:

Board of Trustees Resolution # _____

 Debbie Watts Robinson, Chief Executive Officer
 Miami Valley Housing Opportunities, Inc.

Date _____

ENDORSED BY:

Alcohol, Drug Addiction and Mental Health Services Board (ADAMHS) Board
 for Montgomery County

 Executive Director

Date _____

Erin N. Ritter
 Department of Planning & Community Development
 City of Dayton, 6th Floor
 101 West Third Street
 Dayton, OH 45402

**SHELTER + CARE
 ADVANCE REQUEST #1
 SRA II**

MVHO is requesting advance payment for the following Shelter + Care expenses projected to occur during January 2016:

Continued Tenants:		SRA II Rent Asst.	Admin	TOTAL
0 Bed Unit				
1 Bed Unit				
2 Bed Unit				
3 Bed Unit				
4 Bed Unit				
Total Units				

Estimated Tenants	Rental Assist.	
0 Bed Units Rental Subsidy @ \$556 Security Deposits @ \$556		
1 Bed Units Rental Subsidy @ \$685 Security Deposits @ \$685		
New Units	New Rent Assist.	\$
	New Admin Charges (7%)	\$
	Total New Charges	\$

Total Rent Assistance:		
Total Admin Charges:		
Grand Total Estimated Expenses:		
Minus Carry-over:		
Total Request this Voucher:		

SHELTER PLUS CARE SPONSOR-BASED TENANT ASSISTANCE (SRA) II						
Month, Year	Advance Request #	Monthly Admin. Expd.	Monthly Advance Amt.	Cum. Advance Amt.	LOCCS Req.	Cum LOCCS Req.
January-16	1					
February-16	2					
March-16	3					
April-16	4					
May-16	5					
June-16	6					
July-16	7					
August-16	8					
September-16	9					
October-16	10					
November-16	11					
December-16	12					
SRA II Budget =	\$97,110					
SRA Balance =	\$97,110		LOCCS Budget =	\$97,110		
% Expended =	0		LOCCS Balance =	\$97,110		
Number of Mths	12		% Expended =	0		
			Number of Mths.	12		



City Manager's Report

8.

From **6210 - Police Director**

Date **October 26, 2016**

Expense Type **Other, (See Description Below)**

Supplier, Vendor, Company, Individual

Total Amount **\$149,000.00 thru 9/30/17**

Name **CFY 2017 Montgomery County OVI Grant**

Address **Various**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017 Montg Co OVITF Grant	28116-6210-1271-71	\$149,000.00

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

Description

The Department of Police requests Commission approval to enter into each of the OVI (Operating a Vehicle under the Influence) Task Force Agreements associated with a grant award, 2017 Montgomery County OVITF, from the Ohio Department of Public Safety and accepted by the Commission and the City on September 28, 2016. The total of the grant award was \$224,623.90 to be shared among nineteen (19) jurisdictions, the OVI Coordinator and the Dayton Police Department.

These Agreements are required and will be used by participants to authorize and implement saturation patrols and area checkpoints in effort to reduce speed, increase seat belt usage and reduce fatal accidents. This is the seventeenth year that the City of Dayton has been working with area jurisdictions to improve traffic safety.

The following Agreements require Commission authority; Centerville-\$13,000, Kettering-\$13,000, Board of Trustees of Miami Township-\$15,000, Montgomery County Board of County Commissioners-\$30,000 and Trotwood-\$15,000.

The following jurisdictions are also participating, but their Agreements do not require Commission authority; Brookville, Butler Township, Clayton, Clay Township, Five Rivers MetroParks, German Township, Huber Heights, Jackson Township, Miamisburg, Moraine, Perry Township, Union, Vandalia and West Carrollton.

These Agreements shall commence upon execution and expire on September 30, 2017.

The Agreements have all been reviewed and approved by the Law Department as to form and correctness.

The Agreement has all been reviewed and approved as to form and correctness by the Department of Law.

Signatures/Approval

Approved by City Commission

Division

Mark S. Eitner

Department

John P. Patton

City Manager

Clerk

Date

**OVI COUNTYWIDE TASK FORCE
AGREEMENT**

THIS AGREEMENT, entered into as of this _____ day of _____, by and between: City of Dayton, Ohio (hereinafter referred to as the "Lead Agency") and City of Trotwood, Ohio (hereinafter referred to as the "Sub-grantee"):

WITNESSETH:

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS) and is desirous of engaging the Sub-grantee to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved problem sites as determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Montgomery County OVI Task Force goals, which are to decrease the incidence of OVI violations and crash fatalities and increase seat belt usage while using the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County. Also, there will be zero tolerance enforcement with respect to violations of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition:

- a. Law Enforcement Reports: The Sub-grantee will report enforcement activity on OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the following month to the Lead Agency. Justification for sites selected for enforcement activity should be documented and maintained as a part of the Sub-grantee's file for this agreement.
- b. Training Certification: The Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.
- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.

- d. Safety Belt Policy: Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 18, 2017, through September 3, 2017.
- f. The Lead Agency will fund overtime enforcement during the "Click It or Ticket" (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 22, 2017, through June 4, 2017.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed Fifteen Thousand Dollars (\$15,000).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. The Sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity, dates and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

III. DELIVERY OF SERVICES

The Sub-grantee will complete all work no later than September 30, 2017.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

The Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the Ohio Department of Public Safety. This agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contact.

Sub-grantee shall obtain and retain in force workers' compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES REGARDING PARENT CONTRACT

The provisions of the agreement include all of the conditions and assurances of the parent agreement GR-1 GRANT OVIT-2017-OVITF-0179-00 OVI Task Force grant, dated October 1, 2016 between the Ohio Department of Public Safety and the Lead Agency and the additional Sub-grantee provisions. This agreement shall be predicated upon the receipt of the parent agreement from the Ohio Department of Public Safety and the approval of the Dayton City Manager and the Commission of the City of Dayton, if required.

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, the Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by the Sub-grantee (Lead Agency) when entering into an agreement (contract) where funds administered by the Office of Criminal Justice Services – Traffic Safety (OCJS-TS) that total Five Thousand Dollars (\$5,000) or more are used. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that the Sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The Sub-grantee warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the Lead Agency, shall have the right to annul this agreement without liability, or in its

discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, the Lead Agency shall reimburse the Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the Sub-grantee shall become the property of the Lead Agency.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the Sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Intellectual Property

Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4 Audit Practices

The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS), or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Energy Policy

The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9 Assurances Regarding the Parent Agreement

The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10 Negligence Disclaimer

The Sub-grantee and contractor shall save the Office of Criminal Justice Services – Traffic Safety, Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11 Liability Disclaimer

The parties agree that the Ohio Department of Public Safety, Office of Criminal Justice Services – Traffic Safety, is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12 Disclosure Disclaimer

Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration

Ohio Department of Public Safety
Office of Criminal Justice Services – Traffic Safety

Studies, evaluations, etc., shall also include the following disclaimer: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety."

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly authorized Representative, have executed this Agreement on the date first written above.

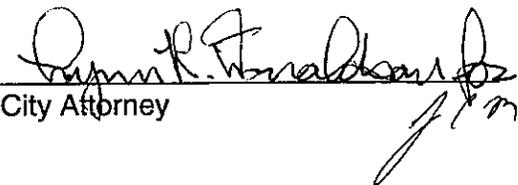
CITY OF DAYTON, OHIO

CITY OF TROTWOOD, OHIO

By: _____
City Manager

By: _____
City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

CERTIFICATE OF FUNDS

CT16-1531

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 x New Contract Renewal Contract Change Order:

Contract Start Date	10/01/16
Expiration Date	09/30/17
Original Commission Approval	\$ 13,000.00
Initial Encumbrance	\$ 13,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

- x Initial City Manager's Report
- Initial Certificate of Funds
- x Initial Agreement/Contract
- Copy of City Manager's Report
- Copy of Original Certificate of Funds

Amount: <u> \$ 13,000.00 </u> Fund Code <u>28116 - 6210 - 1271 - 71 - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>
Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>

Attach additional pages for more FOAPALs

Vendor Name: City of Centerville, CPD

Vendor Address: 155 W. Spring Valley Road Centerville Ohio 45458

StreetCityStateZipcode + 4

Federal ID: 31-6001036

Commodity Code: ~~99-999~~ 91-899

Purpose: Payment to jurisdiction involved in the 2017 Montgomery County OVI Task Force Grant

Contact Person: _____ Department/Division _____ Date _____

Originating Department Director's Signature: Mark G. Eaton

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.

[Signature]
Finance Director's Signature

10-17-16
Date

[Signature]
CF Prepared by

10/13/16
Date

CT16-1531
CF/CT Number

**OVI COUNTYWIDE TASK FORCE
AGREEMENT**

THIS AGREEMENT, entered into as of this _____ day of _____, by and between: City of Dayton, Ohio (hereinafter referred to as the "Lead Agency") and City of Centerville, Ohio (hereinafter referred to as the "Sub-grantee"):

WITNESSETH:

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS) and is desirous of engaging the Sub-grantee to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved problem sites as determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Montgomery County OVI Task Force goals, which are to decrease the incidence of OVI violations and crash fatalities and increase seat belt usage while using the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County. Also, there will be zero tolerance enforcement with respect to violations of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition:

- a. Law Enforcement Reports: The Sub-grantee will report enforcement activity on OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the following month to the Lead Agency. Justification for sites selected for enforcement activity should be documented and maintained as a part of the Sub-grantee's file for this agreement.
- b. Training Certification: The Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.
- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.

- d. **Safety Belt Policy:** Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. **Required Activity:** All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 18, 2017, through September 3, 2017.
- f. The Lead Agency will fund overtime enforcement during the "Click It or Ticket" (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 22, 2017, through June 4, 2017.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed Thirteen Thousand Dollars (\$13,000).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. The Sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity, dates and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

III. DELIVERY OF SERVICES

The Sub-grantee will complete all work no later than September 30, 2017.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

The Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the Ohio Department of Public Safety. This agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contact.

Sub-grantee shall obtain and retain in force workers' compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES REGARDING PARENT CONTRACT

The provisions of the agreement include all of the conditions and assurances of the parent agreement GR-1 GRANT OVITF-2017-OVITF-0179-00 OVI Task Force grant, dated October 1, 2016 between the Ohio Department of Public Safety and the Lead Agency and the additional Sub-grantee provisions. This agreement shall be predicated upon the receipt of the parent agreement from the Ohio Department of Public Safety and the approval of the Dayton City Manager and the Commission of the City of Dayton, if required.

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, the Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by the Sub-grantee (Lead Agency) when entering into an agreement (contract) where funds administered by the Office of Criminal Justice Services – Traffic Safety (OCJS-TS) that total Five Thousand Dollars (\$5,000) or more are used. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that the Sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The Sub-grantee warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the Lead Agency, shall have the right to annul this agreement without liability, or in its

discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, the Lead Agency shall reimburse the Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the Sub-grantee shall become the property of the Lead Agency.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the Sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Intellectual Property

Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4 Audit Practices

The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS), or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Energy Policy

The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9 Assurances Regarding the Parent Agreement

The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10 Negligence Disclaimer

The Sub-grantee and contractor shall save the Office of Criminal Justice Services – Traffic Safety, Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11 Liability Disclaimer

The parties agree that the Ohio Department of Public Safety, Office of Criminal Justice Services – Traffic Safety, is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12 Disclosure Disclaimer

Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration

Ohio Department of Public Safety
Office of Criminal Justice Services – Traffic Safety

Studies, evaluations, etc., shall also include the following disclaimer: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety."

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly authorized Representative, have executed this Agreement on the date first written above.

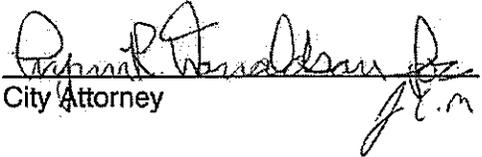
CITY OF DAYTON, OHIO

CITY OF CENTERVILLE, OHIO

By: _____
City Manager

By: _____
City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

CERTIFICATE OF FUNDS

CT 16-1532

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	\$ 13,000.00
Initial Encumbrance	\$ 13,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

- Initial City Manager's Report
- Initial Certificate of Funds
- Initial Agreement/Contract
- Copy of City Manager's Report
- Copy of Original Certificate of Funds

Amount: <u>\$ 13,000.00</u> Fund Code <u>28116 - 6210 - 1271 - 71 - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> 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: small;"> 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: small;"> 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: small;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALS

Vendor Name: City of Kettering, KPD

Vendor Address: 3600 Shroyer Road Kettering Ohio 45429

Street City State Zipcode + 4

Federal ID: 31-600617 6000617

Commodity Code: 99-999 91-899

Purpose: Payment to jurisdiction involved in the 2017 Montgomery County OVI Task Force Grant

Contact Person: _____ Department/Division _____ Date _____

Originating Department Director's Signature: *Mark G. Ector*

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's Signature: *[Signature]*

CF Prepared by: *[Signature]*

Date: 10-17-16

Date: 10/13/16

CF/CT Number: CT16-1532

OVI COUNTYWIDE TASK FORCE AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, by and between: City of Dayton, Ohio (hereinafter referred to as the "Lead Agency") and City of Kettering, Ohio (hereinafter referred to as the "Sub-grantee"):

WITNESSETH:

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS) and is desirous of engaging the Sub-grantee to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved problem sites as determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Montgomery County OVI Task Force goals, which are to decrease the incidence of OVI violations and crash fatalities and increase seat belt usage while using the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County. Also, there will be zero tolerance enforcement with respect to violations of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition:

- a. Law Enforcement Reports: The Sub-grantee will report enforcement activity on OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the following month to the Lead Agency. Justification for sites selected for enforcement activity should be documented and maintained as a part of the Sub-grantee's file for this agreement.
- b. Training Certification: The Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.
- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.

- d. Safety Belt Policy: Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 18, 2017, through September 3, 2017.
- f. The Lead Agency will fund overtime enforcement during the "Click It or Ticket" (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 22, 2017, through June 4, 2017.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed Thirteen Thousand Dollars (\$13,000).

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III. DELIVERY OF SERVICES

The Sub-grantee will complete all work no later than September 30, 2017.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

The Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the Ohio Department of Public Safety. This agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contact.

Sub-grantee shall obtain and retain in force workers' compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES REGARDING PARENT CONTRACT

The provisions of the agreement include all of the conditions and assurances of the parent agreement GR-1 GRANT OVIT-2017-OVITF-0179-00 OVI Task Force grant, dated October 1, 2016 between the Ohio Department of Public Safety and the Lead Agency and the additional Sub-grantee provisions. This agreement shall be predicated upon the receipt of the parent agreement from the Ohio Department of Public Safety and the approval of the Dayton City Manager and the Commission of the City of Dayton, if required.

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, the Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by the Sub-grantee (Lead Agency) when entering into an agreement (contract) where funds administered by the Office of Criminal Justice Services – Traffic Safety (OCJS-TS) that total Five Thousand Dollars (\$5,000) or more are used. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that the Sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The Sub-grantee warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the Lead Agency, shall have the right to annul this agreement without liability, or in its

discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, the Lead Agency shall reimburse the Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the Sub-grantee shall become the property of the Lead Agency.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the Sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Intellectual Property

Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4 Audit Practices

The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS), or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Energy Policy

The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9 Assurances Regarding the Parent Agreement

The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10 Negligence Disclaimer

The Sub-grantee and contractor shall save the Office of Criminal Justice Services – Traffic Safety, Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11 Liability Disclaimer

The parties agree that the Ohio Department of Public Safety, Office of Criminal Justice Services – Traffic Safety, is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12 Disclosure Disclaimer

Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration

Ohio Department of Public Safety
Office of Criminal Justice Services – Traffic Safety

Studies, evaluations, etc., shall also include the following disclaimer: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety."

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly authorized Representative, have executed this Agreement on the date first written above.

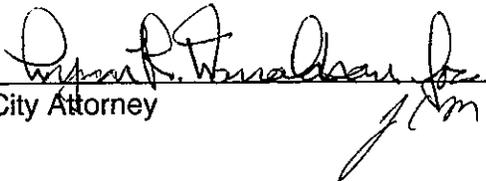
CITY OF DAYTON, OHIO

CITY OF KETTERING, OHIO

By: _____
City Manager

By: _____
City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

**OVI COUNTYWIDE TASK FORCE
AGREEMENT**

THIS AGREEMENT, entered into as of this _____ day of _____, by and between: City of Dayton, Ohio (hereinafter referred to as the "Lead Agency") and Board of Trustees of Miami Township, Ohio (hereinafter referred to as the "Sub-grantee"):

WITNESSETH:

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS) and is desirous of engaging the Sub-grantee to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved problem sites as determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Montgomery County OVI Task Force goals, which are to decrease the incidence of OVI violations and crash fatalities and increase seat belt usage while using the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County. Also, there will be zero tolerance enforcement with respect to violations of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition:

- a. Law Enforcement Reports: The Sub-grantee will report enforcement activity on OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the following month to the Lead Agency. Justification for sites selected for enforcement activity should be documented and maintained as a part of the Sub-grantee's file for this agreement.
- b. Training Certification: The Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.
- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.

- d. Safety Belt Policy: Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 18, 2017, through September 3, 2017.
- f. The Lead Agency will fund overtime enforcement during the "Click It or Ticket" (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 22, 2017, through June 4, 2017.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed Fifteen Thousand Dollars (\$15,000).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. The Sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity, dates and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

III. DELIVERY OF SERVICES

The Sub-grantee will complete all work no later than September 30, 2017.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

The Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the Ohio Department of Public Safety. This agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contract.

Sub-grantee shall obtain and retain in force workers' compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES REGARDING PARENT CONTRACT

The provisions of the agreement include all of the conditions and assurances of the parent agreement GR-1 GRANT OVIT-2017-OVITF-0179-00 OVI Task Force grant, dated October 1, 2016 between the Ohio Department of Public Safety and the Lead Agency and the additional Sub-grantee provisions. This agreement shall be predicated upon the receipt of the parent agreement from the Ohio Department of Public Safety and the approval of the Dayton City Manager and the Commission of the City of Dayton, if required.

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, the Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by the Sub-grantee (Lead Agency) when entering into an agreement (contract) where funds administered by the Office of Criminal Justice Services – Traffic Safety (OCJS-TS) that total Five Thousand Dollars (\$5,000) or more are used. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that the Sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The Sub-grantee warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the Lead Agency, shall have the right to annul this agreement without liability, or in its

discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, the Lead Agency shall reimburse the Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the Sub-grantee shall become the property of the Lead Agency.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the Sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Intellectual Property

Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4 Audit Practices

The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS), or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Energy Policy

The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9 Assurances Regarding the Parent Agreement

The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10 Negligence Disclaimer

The Sub-grantee and contractor shall save the Office of Criminal Justice Services – Traffic Safety, Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11 Liability Disclaimer

The parties agree that the Ohio Department of Public Safety, Office of Criminal Justice Services – Traffic Safety, is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12 Disclosure Disclaimer

Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

“Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration

Ohio Department of Public Safety
Office of Criminal Justice Services – Traffic Safety

Studies, evaluations, etc., shall also include the following disclaimer: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety."

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly authorized Representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

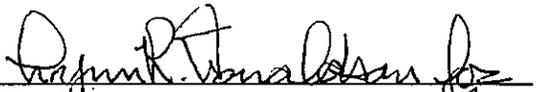
**BOARD OF TRUSTEES OF
MIAMI TOWNSHIP, MONTGOMERY
COUNTY, OHIO**

By: _____
City Manager

Trustee: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

Trustee: _____



City Attorney

Trustee: _____

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

OVI COUNTYWIDE TASK FORCE AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, by and between: City of Dayton, Ohio (hereinafter referred to as the "Lead Agency") and Board of County Commissioners of Montgomery County, Ohio (hereinafter referred to as the "Sub-grantee"):

WITNESSETH:

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS) and is desirous of engaging the Sub-grantee to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

- Targeted enforcement by sworn law enforcement officers will take place at approved problem sites as determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Montgomery County OVI Task Force goals, which are to decrease the incidence of OVI violations and crash fatalities and increase seat belt usage while using the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County. Also, there will be zero tolerance enforcement with respect to violations of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition:
- a. Law Enforcement Reports: The Sub-grantee will report enforcement activity on OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the following month to the Lead Agency. Justification for sites selected for enforcement activity should be documented and maintained as a part of the Sub-grantee's file for this agreement.
 - b. Training Certification: The Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.
 - c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week.

Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.

- d. Safety Belt Policy: Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 18, 2017, through September 3, 2017.
- f. The Lead Agency will fund overtime enforcement during the "Click It or Ticket" (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 22, 2017, through June 4, 2017.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed Thirty Thousand Dollars (\$30,000).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. The Sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity, dates and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

III. DELIVERY OF SERVICES

The Sub-grantee will complete all work no later than September 30, 2017.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

The Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the Ohio Department of Public Safety. This agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contract.

Sub-grantee shall obtain and retain in force workers' compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES REGARDING PARENT CONTRACT

The provisions of the agreement include all of the conditions and assurances of the parent agreement GR-1 GRANT OVIT-2017-OVITF-0179-00 OVI Task Force grant, dated October 1, 2016 between the Ohio Department of Public Safety and the Lead Agency and the additional Sub-grantee provisions. This agreement shall be predicated upon the receipt of the parent agreement from the Ohio Department of Public Safety and the approval of the Dayton City Manager and the Commission of the City of Dayton, if required.

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, the Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by the Sub-grantee (Lead Agency) when entering into an agreement (contract) where funds administered by the Office of Criminal Justice Services – Traffic Safety (OCJS-TS) that total Five Thousand Dollars (\$5,000) or more are used. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that the Sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The Sub-grantee warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the Lead Agency, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, the Lead Agency shall reimburse the Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the Sub-grantee shall become the property of the Lead Agency.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the Sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Intellectual Property

Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4 Audit Practices

The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS), or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965

“Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. “grassroots”) lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Energy Policy

The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9 Assurances Regarding the Parent Agreement

The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10 Negligence Disclaimer

The Sub-grantee and contractor shall save the Office of Criminal Justice Services – Traffic Safety, Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11 Liability Disclaimer

The parties agree that the Ohio Department of Public Safety, Office of Criminal Justice Services – Traffic Safety, is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12 Disclosure Disclaimer

Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

“Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Office of Criminal Justice Services – Traffic Safety

Studies, evaluations, etc., shall also include the following disclaimer: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety.”

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly authorized Representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

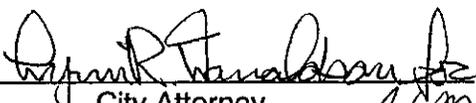
**MONTGOMERY COUNTY, OHIO
SHERIFF'S OFFICE**

By: _____
City Manager

By: _____

**APPROVED AS TO FORM
AND CORRECTNESS**

**BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, OHIO**



City Attorney

By: _____
Dan Foley

By: _____
Deborah A. Lieberman

WITNESS:

By: _____
Judy Dodge

APPROVED AS TO FORM BY:

OR

Montgomery County Prosecutor's Office

By: _____
Joseph P. Tuss
Administrator,
Montgomery County, Ohio

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

BY..... **Mr. Shaw**

NO..... **6217-16**

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Attorney General of Ohio in an Amount Not to Exceed Sixty-Eight Thousand Eight Hundred Forty-Two Dollars and Twenty-Four Cents (\$68,842.24) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, Pursuant to the United States Victims of Crime Act ("VOCA"), the Attorney General of Ohio offers grants to local governments for crime victim assistance programs; and

WHEREAS, The City of Dayton submitted a VOCA grant application seeking funding for the continuation of its Victim/Witness Coordination Unit, which was established in 1996, to meet the needs of the victims who participate in the criminal justice system; and

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

WHEREAS, The Attorney General of Ohio may approve the City of Dayton's grant application and may award the City a Sixty-Eight Thousand Eight Hundred Forty-Two Dollars and Twenty-Four Cents (\$68,842.24) VOCA grant, which requires a local match of funds in the amount of Seventeen Thousand Two Hundred Ten Dollars and Fifty-Four Cents (\$17,210.54); and

WHEREAS, For the timely acceptance of the VOCA grant award and the immediate preservation of the public peace, property, health and safety, it is necessary that this Resolution take effect at the earliest possible date; 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 a VOCA grant in the amount of Sixty-Eight Thousand Eight Hundred Forty-Two Dollars and Twenty-Four Cents (\$68,842.24) from the Attorney General of Ohio and to take all actions necessary to provide the

required local match of funds in the amount of Seventeen Thousand Two Hundred Ten Dollars and Fifty-Four Cents (\$17,210.54) for the VOCA grant.

Section 2. That for the reasons stated in the preamble hereof, this Resolution is an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION... **October 26**, 2016

SIGNED BY THE MAYOR..... **October 26**, 2016



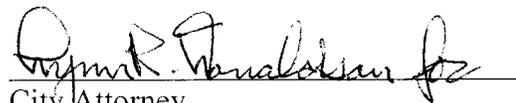
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:



Clerk of Commission

APPROVED AS TO FORM:



City Attorney

MEMORANDUM



October 18, 2016

TO: Shelley Dickstein
City Manager

FROM: Barbara J. Doseck
City Attorney

A handwritten signature in black ink, appearing to be "B. Doseck", is written over the name and title of the sender.

SUBJECT: Resolution

Attached is the resolution accepting a grant award from the Ohio Attorney General in the amount of \$68,842.24. This grant award continues the funding of the Victim/Witness Coordination Unit in the Prosecutor's office which provides two full time Victim Advocate Coordinators and one Student Volunteer. The grant requires a local match of funds in the amount of \$17,210.54.

Should you have any questions, please feel free to contact me.

cc: J. Parlette
T. Clements

By **Ms. Whaley**

No. **6218-16**

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the United States Environmental Protection Agency in the Amount of Four Hundred Thousand Dollars (\$400,000) on Behalf of the City of Dayton for an Environmental Assessment Project, and Declaring an Emergency.

WHEREAS, The United States Environmental Protection Agency (EPA) provides financial assistance to local governments for various purposes; and

WHEREAS, The City of Dayton Department of Economic Development prepared a successful grant application for an environmental assessment project; and

WHEREAS, The EPA grant must be accepted in a timely manner and it is, therefore, necessary for the immediate preservation of the public health and safety that this resolution take effect immediately; now, therefore,

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

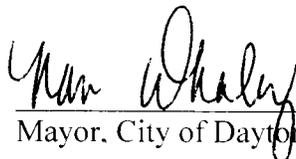
Section 1. That the City Manager, or her designee, is hereby authorized to accept a grant from the United States Environmental Protection Agency in the Amount of Four Hundred Thousand Dollars (\$400,000) on behalf of the City of Dayton, and to execute any documents necessary to implement the project forthwith.

Section 2. That the Department of Economic Development is hereby authorized to proceed with the environmental assessment project upon acceptance of the grant agreement.

Section 3. For the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

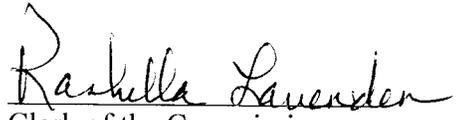
Adopted by the Commission.....**October 25**....., 2016

Signed by the Mayor.....**October 25**....., 2016

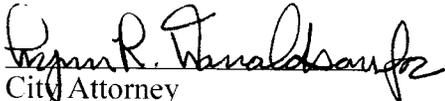


Mayor, City of Dayton, Ohio

ATTEST:


Clerk of the Commission

APPROVED AS TO FORM:


City Attorney



MEMORANDUM

October 18, 2016

TO: Shelley Dickstein, City Manager

FROM: Ford Weber, Director **FPW**
Department of Economic Development

SUBJECT: Ordinance Authorizing Acceptance of a Grant from U.S. EPA

This memorandum accompanies and explains the emergency Ordinance and corresponding Cooperative Agreement authorizing the acceptance of a \$400,000 grant from the U.S. Environmental Protection Agency (EPA). The annual brownfield assessment grant program is a highly competitive opportunity to receive Federal funds for environmental testing and community engagement in connection with brownfield sites.

The Department of Economic Development wrote the grant application and solicited letters of support from community organizations across the region. The grant application focused on two distinct areas of Dayton – the Third Street corridor on the west side and the Mad River corridor on the east side. These two areas have a unique combination of natural resources, community assets, and a legacy of industrial land uses.

The project will kick off in a few weeks with a community meeting to discuss the impact of brownfields in our neighborhoods. After that, City staff will work with our stakeholders to evaluate and select qualified sites for environmental assessment work funded by the grant. The assessments will help identify challenges and opportunities for future development in the targeted areas, as it relates to environmental conditions.

According to EPA, a “brownfield” is a property for which redevelopment may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. They estimate there are more than 450,000 brownfields in the United States alone. Redeveloping these properties can increase the local tax base, facilitate job growth, reduce urban sprawl, and improve the environment.

Since time is of the essence for the grant, we are requesting emergency authorization in order to begin the project as quickly as possible. A copy of the Agreement and the target area map are attached. If you have any questions or concerns, please contact Keith Klein of my staff at extension 3812.

FPW/kek

Attachments

1. Ordinance
2. Agreement
3. Map

C: Tammi Clements
Joe Parlette
Keith Klein

DRAFT



Third Street Corridor

Mad River Corridor

Targeted Brownfield Corridors

Notes:
 The aerial photo was acquired through the ESRI Imagery web service. Aerial photography dated 2013.

HULL

6397 Emerald Pkwy
 Suite 200
 Dublin, Ohio 43016

Phone: (614) 793-8777
 Fax: (614) 793-9070
 www.hullinc.com

DISCLAIMER
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November 2015

Targeted Brownfield Corridors

Dayton, Montgomery County, Ohio

Figure 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00E02016 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/21/2016
		TYPE OF ACTION New	MAILING DATE 09/28/2016
		PAYMENT METHOD: ASAP	ACH# 50049
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT: City of Dayton 101 W. Third Street Dayton, OH 45402 EIN: 31-6000175		PAYEE: City of Dayton 101 W. Third Street Dayton, OH 45402	
PROJECT MANAGER Keith Klein 101 W. Third Street Dayton, OH 45402 E-Mail: keith.klein@daytonodlo.gov Phone: 937-333-3812	EPA PROJECT OFFICER Kirstin Kuenzi 77 West Jackson Blvd., SE-7J Chicago, IL 60604-3507 E-Mail: Kuenzi.Kirstin@epa.gov Phone: 312-886-6015	EPA GRANT SPECIALIST Mirchell Phillips Assistance Section, MC-10J E-Mail: Phillips.Mirchell@epa.gov Phone: 312-886-5265	
PROJECT TITLE AND DESCRIPTION Assessment Cooperative Agreement for the City of Dayton This assistance agreement will provide funding for the City of Dayton to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the project area in Ohio. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The City intends to address brownfields in their targeted communities in the historic Third Street Corridor (TSC) and the Mad River Corridor to benefit those that live and work in these areas, specifically Census Tracts 39, 48, 1651, 17, 18, 15.01, and 19. They will work on community outreach activities, brownfield inventory planning, assessments, and Remedial Action Plans (RAP).			
BUDGET PERIOD 10/01/2016 - 09/30/2019	PROJECT PERIOD 10/01/2016 - 09/30/2019	TOTAL BUDGET PERIOD COST \$428,800.00	TOTAL PROJECT PERIOD COST \$428,800.00
NOTICE OF AWARD			
Based on your Application dated 12/17/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost-share 93.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5 Superfund 77 West Jackson Blvd., SE-6J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Bruce Sypniewski - Acting Assistant Regional Administrator			DATE 09/21/2016

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 400,000	\$ 400,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 28,800	\$ 28,800
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 428,800	\$ 428,800

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39) CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
DAYTON	1605STX032	15	E4D	05F5AG7	301D79	4114	G577NY00		32,722
DAYTON	1605STX032	16	E4	05F5AG7	301D79	4114	G577NY00		167,278
DAYTON	1605STX032	16	E4	05F5AG7	301D79XBP	4114	G577OR00		200,000
									400,000

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$28,800
2. Fringe Benefits	\$0
3. Travel	\$14,900
4. Equipment	\$0
5. Supplies	\$600
6. Contractual	\$384,500
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$428,800
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>7.00</u> % Federal <u>93.00</u> %.)	\$428,800
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$400,000
15. Total EPA Amount Awarded To Date	\$400,000

Administrative Conditions

GENERAL COMPLIANCE , 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL , MINORITY AND WOMEN 'S BUSINESS ENTERPRISES

MBE/WBE REPORTING , 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide [SEE DBE COORDINATOR INFO LISTED BELOW] with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES , 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements .

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption .

Accepting the Fair Share Objectives /Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the OHIO ENVIRONMENTAL PROTECTION AGENCY as follows:

MBE: 0.7%; CONSTRUCTION 0.2%; SUPPLIES 0.2%; SERVICES 0.2%; EQUIPMENT 0.2%
WBE: 0.1%; CONSTRUCTION 0.3%; SUPPLIES 0.3%; SERVICES 0.3%; EQUIPMENT 0.3%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as OHIO ENVIRONMENTAL PROTECTION AGENCY.

Negotiating Fair Share Objectives /Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency

of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

EXTENSION OF PROJECT /BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at : <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later>. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

Programmatic Conditions

R5 Final Assessment Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Assessment Grants awarded under CERCLA § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term "assessment" includes , eligible activities under the Comprehensive Environmental Response , Compensation , and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory , characterization , assessment , and planning relating to brownfield sites as described in the EPA approved work plan .

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2016 competition for Brownfields assessment cooperative agreements.

- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

- 1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
- 2.
 - a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated October 2015 for discussion of this element) documenting that:
 - (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) the State determines there is "no viable responsible party" for the site;
 - (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum -contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer, or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.
3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of

CERCLA applies. This prohibition precludes the subrecipient from using EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subawards.)

- c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional (s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.
6. **Competency of Organizations Generating Environmental Measurement Data :**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR

agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the BF Assessment grant, versus any other funding source used to help accomplish grant activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement work plan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
4. In accordance with 2 CFR 200.328 (d) (1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments

(i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

The cooperative agreement recipient agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

1. Public or Media Events
The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days notice.
2. Limited English Proficiency Communities
To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
3. Marketing Materials
If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."

G. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
- b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
- c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
- d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under III.B.2; and carrying out community involvement pertaining to the assessment activities.

***** If Applicable , per approved workplan :**

2. Local Governments only . No more than 10% of the funds awarded by this agreement may be used for brownfield program development and implementation (including monitoring of health and institutional controls) as described in the Task of the EPA approved work plan. The CAR must maintain records on funds that will be used to carry out the Task of its EPA approved workplan to ensure compliance with this requirement.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subaward is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.
2. Under CERCLA § 104(k) (4) (B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.
 - a. Ineligible administrative costs include costs incurred in the form of salaries , benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost*

Principles and Audit requirements for Federal Awards at 2 CFR 200 and 2 CFR 1500. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.

- b. Ineligible grant administration costs include direct costs for :
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 2 CFR 1500.6;
 - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
 - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
 - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
 - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
 - (8) Close out under 2 CFR 200.343.
- 3. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income (if applicable)

- 1. In accordance with 2 CFR 1500.7, the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
- 2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

- b. Interest earned on program income is considered additional program income .
- c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and , if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations .

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfields assessment, the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss . State law may impose additional QA requirements .

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E 1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards .
2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.
 - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of *"significant" data gaps* (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

- c. *Qualifications and signature* of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”
- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either "I" or "We ."

- d. In compliance with §312.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation* , if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

V. CONFLICT OF INTEREST : APPEARANCE OF LACK OF IMPARTIALITY

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subawards to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when :

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions,

or other disciplinary actions for violations of such standards by affected parties .

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

a. The CAR must submit the following documentation:

- (1) The Final Report as described in II.G. of the Assessment Terms and Conditions.
- (2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
<https://www.epa.gov/financial/grants>

- (3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

2. NATIONAL HISTORIC PRESERVATION ACT

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable shall assist EPA in complying with any requirements of the Act and implementing regulations.

3. CYBERSECURITY - ALL OTHER RECIPIENTS BESIDES STATES & TRIBES

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

All Recipients (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A/B and 40 CFR Part 35, Subparts K and L)

Performance Reports:

The recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

5. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

6. **Leveraging:** The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated 7/11/2016. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated 7/11/2016 EPA may take action as authorized by 2 CFR Part 180 as applicable.

Voluntary Cost-Share or Overmatch

This award and the resulting federal funding of \$28,800 is based on estimated costs requested in the recipient's application dated 7/11/2016. Included in these costs is a voluntary cost-share contribution of \$28,800 by the recipient in the form of a voluntary cost-share that the recipient included in its proposal

dated 7/11/2016. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

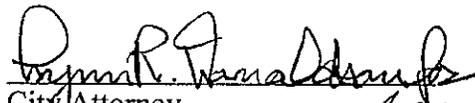
If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share the recipient described in its proposal dated 7/11/2016 EPA may take action as authorized by 2 CFR Part 180 as applicable.

THE CITY OF DAYTON, OHIO

By: _____

Date: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney *JCM*

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

_____, 2016

Min. Bk. _____ Pg. _____

Clerk of the Commission