CITY COMMISSION MEETING AGENDA

CITY COMMISSION               DAYTON, OHIO              JANUARY 19, 2022

6:00 P.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).

FINANCE

A1. University of Dayton (Supervisory Leadership Certificate Program as needed through 12/31/22)  $16,000.00
1. (Cont’d):

**FIRE**

B1. **Atlantic Emergency Solutions, Inc. (P0220405)** (self-contained breathing apparatus and related items as needed through 12/31/22)  
$20,000.00

B2. **Atlantic Emergency Solutions, Inc. (P0220406)** (self-contained breathing apparatus and related items as needed through 12/31/22)  
$41,000.00

B3. **Fire Service, Inc.** (E-One brand parts and repair services as needed through 12/31/23)  
$50,000.00

B4. **Horton Emergency Vehicles Company** (emergency vehicle parts, materials and supplies as needed through 12/31/23)  
$27,000.00

B5. **Reliable Transmission Service Midwest, Inc.** (parts, supplies and labor to repair heavy equipment transmissions as needed through 12/31/23)  
$27,000.00

B6. **Vogelpohl Fire Equipment** (fire apparatus parts as needed through 12/31/23)  
$27,000.00

**HUMAN RELATIONS COUNCIL**

C1. **Zan Creative, Inc. dba Nova Creative Group** (marketing and rebranding services as needed through 12/31/22)  
$25,000.00

**INFORMATION TECHNOLOGY**

D1. **Sterling Paper Company dba Sterling Distribution** (copy paper, envelopes and related printing supplies as needed through 12/31/22)  
$25,000.00

D2. **United States Postal Service** (Postage and Post Office Box Fees through 12/31/2023)  
$100,000

**LAW**

E1. **Crown Personnel Service, Inc.** (temporary staffing services as needed through 12/31/22)  
$50,000.00

E2. **Green & Green Lawyers, A Legal Professional Association** (professional legal services as needed through 12/31/22)  
$45,000.00

**PLANNING, NEIGHBORHOODS & DEVELOPMENT**

F1. **Cellco Prtnshp dba Verizon Wireless** (cellular and broadband card services as needed through 12/31/22)  
$20,000.00

F2. **Ohio Newspapers, Inc. dba Dayton Daily News** (legal publication services as needed through 12/31/22)  
$20,000.00

F3. **RELX, Inc dba LexisNexis** (research database access and related services as needed through 12/31/25)  
$51,000.00
WATER

1. Bricker & Eckler LLP (professional legal services as needed through 12/31/22)
   Total: $30,000.00

2. The National Conference for Community and Justice of Greater Dayton (NCCJ) – Service Agreement – programming for the Four Cities Young Leader Academy – Department of Planning, Neighborhoods and Development/ Mediation Center
   - $60,000.00 (Thru 6/1/23)

C. Revenue to City:

3. Montgomery County Juvenile Court – Service Agreement – for parenting time mediation services – Department of Planning, Neighborhoods and Development/Mediation Center
   - $45,000.00 (Thru 12/31/22)

VI. MISCELLANEOUS:

   ORDINANCE NO. 31959-22
   RESOLUTION NO. 6629-22
   IMPROVEMENT RESOLUTION NO. 3599-22
   INFORMAL RESOLUTION NO. 994-22
City Manager’s Report

From 2730 – PMB/Procurement

Supplier, Vendor, Company, Individual

Name See Below
Address See Below

Date January 19, 2022
Expense Type Purchase Order
Total Amount $574,200.00

2022 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>See below</td>
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</tbody>
</table>

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

Description

FINANCE

(A1) P0220408 – UNIVERSITY OF DAYTON, DAYTON, OH
- Supervisory Leadership Certificate Program as needed through 12/31/2022.
- These services are required to provide leadership training and business development skills for City employees.
- The University of Dayton is recommended based upon proven past performance and subject matter expertise and experience; therefore, this purchase was negotiated.
- The University of Dayton qualifies as a Dayton local entity.
- The Department of Finance recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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Signatures/Approval

Melissa A. Wilson, MPA, MSCP
Division

Clerk

Date

City Manager

FORM NO. MS-16

Approved by City Commission

Updated 06/2016
FIRE

(B1) P0220405 – ATLANTIC EMERGENCY SOLUTIONS, INC., MANASSAS, VA
- Self-contained breathing apparatus and related items as needed through 12/31/2022.
- These goods are required to replace outdated and/or damaged items.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19007S with pricing through 12/31/2022.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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(B2) P0220406 – ATLANTIC EMERGENCY SOLUTIONS, INC., MANASSAS, VA
- Self-contained breathing apparatus and related items as needed through 12/31/2022.
- These goods are required to outfit new recruits.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19007S with pricing through 12/31/2022.
- The Department of Fire recommends approval of this order.

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(B3) P0220402 – FIRE SERVICE, INC., ST. JOHN, IN
- E-One brand parts and repair services as needed through 12/31/2022.
- These goods and services are required to ensure functionality of the Department’s fire apparatus.
- Fire Service, Inc. is recommended as the manufacturer’s authorized dealership; therefore, this purchase was negotiated.
- The Department of Fire requests additional authority of $30,000.00 through 12/31/2023.
- The Department of Fire recommends approval of this order.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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</table>

(B4) P0220403 – HORTON EMERGENCY VEHICLES COMPANY, GROVE CITY, OH
- Emergency vehicle parts, materials and supplies as needed through 12/31/2022.
- These goods are required to repair the City’s Department of Fire emergency fleet.
- Horton Emergency Vehicles Company is the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Fire requests additional authority of $15,000.00 through 12/31/2023.
- The Department of Fire recommends approval of this order.

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<thead>
<tr>
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<th>Fund Source(s)</th>
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FIRE (CONTINUED)

(B5) **P0220404 – RELIABLE TRANSMISSION SERVICE MIDWEST, INC., DAYTON, OH**
- Parts, supplies and labor to repair heavy equipment transmissions as needed through 12/31/2022.
- These goods and services are required to maintain the City’s Fire fleet.
- Reliable Transmission Service Midwest, Inc. is an authorized regional dealer for Allison brand transmissions with the capability to service heavy equipment; therefore, this purchase was negotiated.
- Reliable Transmission Service Midwest, Inc. qualifies as a Dayton local entity.
- The Department of Fire requests additional authority of $15,000.00 through 12/31/2023.
- The Department of Fire recommends approval of this order.

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</table>

(B6) **P0220401 – VOGELPOHL FIRE EQUIPMENT, INC., ERLANGER, KY**
- Fire apparatus parts as needed through 12/31/2022.
- These goods and services are required to repair City owned fire vehicles.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB D21003 with pricing through 12/31/2023.
- The Department of Fire requests additional authority of $15,000.00 through 12/31/2023.
- The Department of Fire recommends approval of this order.

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</table>

HUMAN RELATIONS COUNCIL

(C1) **P0220383 – ZAN CREATIVE, INC. dba NOVA CREATIVE GROUP, CENTERVILLE, OH**
- Marketing and rebranding services as needed through 12/31/2022.
- These services are required for the brand, education and awareness campaign for the Citizen’s Appeal Board.
- Zan Creative, Inc. dba Nova Creative Group is recommended based upon proven past performance and to ensure continuity of service; therefore, this purchase was negotiated.
- The Human Relations Council recommends approval of this order.

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BACK
INFORMATION TECHNOLOGY

(D1) P0220384 – STERLING PAPER COMPANY dba STERLING DISTRIBUTION, MONROE, OH
- Copy paper, envelopes and related printing supplies as needed through 12/31/2022.
- These goods are required to maintain inventory for Document Management Services.
- Nine (9) possible bidders were solicited and two (2) bids were received. This order establishes a price agreement IFB 22005JL with pricing through 12/31/2022.
- The Department of Information Technology recommends approval of this order.

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(D2) P0220386 – UNITED STATES POSTAL SERVICE, DAYTON, OH
- Postage and post office box fees as needed through 12/31/2022.
- These fees are required to replenish postal supplies and maintain the City’s post office box.
- United States Postal Services is recommended as the sole source; therefore, this purchase was negotiated.
- The Department of Information Technology requests additional authority of $50,000.00 through 12/31/2023.
- The United States Postal Service qualifies as a Dayton local entity.
- The Department of Information Technology recommends approval of this order.

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<td>2023</td>
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</tbody>
</table>

LAW

(E1) P0220388 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH
- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- The Department of Law recommends approval of this order.

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</table>
LAW (CONTINUED)

(E2) **P0220387 – GREEN & GREEN LAWYERS, A LEGAL PROFESSIONAL ASSOCIATION, DAYTON, OH**

- Professional legal services as needed through 12/31/2022.
- These services are required to provide legal consultation and representation on behalf of the City.
- The law firm of Green & Green Lawyers, A Legal Professional Association is recommended based upon proven past performance and subject matter expertise; therefore, this purchase was negotiated.
- Green & Green Lawyers, A Legal Professional Association qualifies as a Dayton local entity.
- The Department of Law recommends approval of this order.

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</table>

PLANNING, NEIGHBORHOODS & DEVELOPMENT

(F1) **P0220400 – CELLCO PRTNSHP dba VERIZON WIRELESS, CINCINNATI, OH**

- Cellular and broadband card services as needed through 12/31/2022.
- These services are required to maintain communications within the Department of Planning, Neighborhoods & Development.
- Rates are in accordance with the State of Ohio Verizon Wireless Master Service Agreement #MSA0033.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

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</tbody>
</table>

(F2) **P0220389 – OHIO NEWSPAPERS, INC. dba DAYTON DAILY NEWS, DAYTON, OH**

- Legal publication services as needed through 12/31/2022.
- These services are required to provide public and legal notices for the City.
- Ohio Newspapers, Inc. dba Dayton Daily News is recommended as the sole source; therefore, this purchase was negotiated.
- Ohio Newspapers, Inc. dba Dayton Daily News qualifies as a Dayton local entity.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

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</tbody>
</table>
PLANNING, NEIGHBORHOODS & DEVELOPMENT (CONTINUED)

(F3) P0220262 – RELX, INC dba LexisNexis, MIAMISBURG, OH

- Research database access and related services as needed through 12/31/2022.
- These services are required to provide access to proprietary database systems used to locate property owners/responsible parties in support of code enforcement, compliance and prosecutorial efforts.
- RELX, Inc. dba LexisNexis is recommended as the sole source of these proprietary information systems; therefore, this purchase was negotiated.
- The Department of Planning, Neighborhoods & Development requests additional authority of $24,400.00 through 12/31/2021.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

<table>
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<td>2025</td>
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</table>

WATER -- WATER RECLAMATION

(G1) P0220407 – BRICKER & ECKLER LLP, COLUMBUS, OH

- Professional legal services as needed through 12/31/2022.
- These services are required to provide legal consultation and representation in matters related to the Water Reclamation Facility Anaerobic Digester Improvements Project.
- The law firm of Bricker & Eckler LLP is recommended based upon proven past performance, subject matter expertise and experience of its staff in related matters; therefore, this purchase was negotiated.
- Bricker & Eckler LLP qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

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</table>

The aforementioned departments recommend approval of this order.
City Manager’s Report

From 2360 - Planning, Neighborhoods & Dev. / Mediation Center
Supplier, Vendor, Company, Individual
Name The National Conference for Community and Justice of Greater Dayton (NCCJ)
Address 118 West First Street, Suite 630
Dayton, Ohio 45402

Date January 19, 2022
Expense Type Service Agreement
Total Amount $60,000.00 (thru 6/01/2023)

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<td>Miscellaneous Grants</td>
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Includes Revenue to the City ☑ No Affirmative Action Program ☑ N/A

Description
PROFESSIONAL SERVICES AGREEMENT- THE NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE OF GREATER DAYTON

The Department of Planning, Neighborhoods & Development requests approval to enter into a Professional Services Agreement with The National Conference for Community and Justice of Greater Dayton (NCCJ) to provide programming for the Four Cities Young Leader Academy, an exchange program managed by the Dayton Mediation Center. The program is supported by two grants from the US Department of State, approved on January 6, 2021 by Resolution No. 6560-20 and approved on November 3, 2021 by Resolution No. 6615-21.

The City will host two Bosnian cohorts in April 2022 and October 2022. NCCJ will provide programming, create education opportunities for participants and manage volunteer host families. NCCJ will also plan and host two diversity, equity, and inclusion retreats for participants.

This agreement shall commence upon execution and it shall expire on June 1, 2023.

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

A Certificate of Funds is attached.

E-SIGNED by Michelle Zaremba on 2022-01-10 21:19:14 GMT
Division
E-SIGNED by Steven Gondol on 2022-01-10 21:23:00 GMT
Department

City Manager
FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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**Contract Start Date:**
- Upon Execution

**Expiration Date:**
- 6/1/2023

**Original Commission Approval:**
- $60,000.00

**Initial Encumbrance:**
- $60,000.00

**Remaining Commission Approval:**
- $-

**Original CT/CF**

**Increase Encumbrance**

**Decrease Encumbrance**

**Required Documentation**
- X Initial City Manager's Report
- X Initial Certificate of Funds
- X Initial Agreement/Contract

**Copy of City Manager's Report**

**Copy of Original Certificate of Funds**

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**Vendor Name:** The National Conference for Community and Justice of Greater Dayton

**Vendor Address:**
- 118 West First St, Suite 630
- Dayton, Ohio 45402
- Street
- City
- State
- Zipcode + 4

**Federal ID:** 342056247

**Commodity Code:** 96484

**Purpose:** This Service Agreement provides support for programming for the Four Cities Young Leader Academy Program, as required by the U.S. Department of State’s Federal Assistance Awards, the first which was approved January 6, 2021, by Resolution No. 6560-20 and the second which was approved on November 3, 2021 by Resolution No. 6615-21

**Contact Person:**
- Michelle Zaremba x2352

**Planning, Neighborhoods & Development/Mediation Center:**
- 1/5/2022

**E-SIGNED by Steven Gondol on 2022-01-10 21:23:08 GMT**

**Originating Department Director’s Signature:**
- 1/1/2022

**SECTION II - to be completed by the Finance Department**

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

**Finance Director Signature:**
- 1/1/2022

**CF Prepared by:**
- 1/1/2022

**CF/CT Number:** CT22-3211

**Date:**
- SA 01/11/2022

**Finance Department**

October 18, 2011
January 5, 2022

TO: Shelley Dickstein, City Manager
    City Manager’s Office

FROM: Steve Gondol, Deputy Director
      Department of Planning, Neighborhoods & Development

SUBJECT: Professional Services Agreement with The National Conference for
         Community and Justice of Greater Dayton

The Department of Planning, Neighborhoods & Development requests approval to enter into a Professional Services Agreement with The National Conference for Community and Justice of Greater Dayton (NCCJ). The cost of services shall not exceed $60,000.00.

Services from NCCJ will support the Four Cities Young Leader Academy, an exchange program managed by the Dayton Mediation Center. The City will host two Bosnian cohorts in 2022, one in April and one in October. This program is supported by grant funding from the US Department of State. NCCJ will provide programming, create educational opportunities for participants, and manage volunteer host families. NCCJ will also plan and host two diversity, equity, and inclusion retreats for participants.

This agreement shall commence upon execution and it shall expire on June 1, 2023. This agreement has been reviewed by the Department of Law as to form and correctness.

If there are any questions, contact Michelle Zaremba at x2352.

SG/hrb

C: Mr. Kinskey; Ms. Browning; file
PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), dated this ___ day of ____________, 2022 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and THE NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE OF GREATER DAYTON, ("Contractor").

WITNESSETH THAT:

WHEREAS, The Contractor and City desire to enter into a Professional Services Agreement to plan and provide support for programming for the Four Cities Young Leader Academy in April, 2022 and October, 2022.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

ARTICLE 1. SERVICES TO BE PERFORMED

Contractor shall perform professional tour services for the City of Dayton as described in Exhibit A, attached hereto and incorporated as if fully rewritten herein.

All Services to be performed under this Agreement shall be in compliance with all applicable federal, state and local laws, regulations and orders and professional standards governing the performance of Services to be provided hereunder.

ARTICLE 2. COMPENSATION

The City shall pay SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00) for the Services actually provided in accordance with this Agreement. Payment will be made to the Contractor after the City has received and approved invoices from the contractor no more than 31 days after the submission.

ARTICLE 3. TERM

This Agreement shall commence upon execution by City and shall terminate on June 1, 2023, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 6 of this Agreement.

ARTICLE 4. INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless City, its officers, elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the Contractor negligent performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Contractor or its employees, agents, and representatives.
Agreement and/or the acts, omissions or conduct of Contractor or its employees, agents, and representatives. City agrees to defend, indemnify, and hold harmless Contractor, its officers, directors, employees and agents from and against all third party claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of City’s negligent performance or non-performance of this Agreement and/or the acts, omissions or conduct of City or its employees, agents, and representatives.

EXCEPT FOR (A) A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (B) LIABILITIES ARISING FROM A PARTY’S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES TO THE OTHER PARTY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CITY TO CONTRACTOR UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OPPORTUNITIES, INCURRED BY THE OTHER PARTY OR ANY INDEMNITEE HEREUNDER, NOR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES.

ARTICLE 5. INSURANCE

During the performance of the Services under this Agreement, Contractor shall maintain at least the following insurance:

(1) Professional liability, with a minimum annual aggregate of Five Hundred Thousand Dollars ($500,000); and

(2) Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each person and One Million Dollars ($1,000,000) for each accident.

Upon City’s request, Contractor shall furnish to the City certificates of insurance required by this Article.

Contractor shall provide City with prompt written notice of the cancellation of any insurance policy required hereunder.

ARTICLE 6. TERMINATION

This Agreement may be terminated by City upon written notice in the event of substantial and material failure by Contractor to perform the Services in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure to City. If such failure is not cured or a plan is not submitted within the fifteen (15) calendar days as set forth above, then this Agreement will be terminated immediately and City shall pay Contractor only for those Services provided by Contractor up to the date of termination.
City may terminate or suspend performance of this Agreement for City’s convenience upon written notice to Contractor thirty (30) days before termination or suspension. If termination or suspension is for City’s convenience, upon restart, an equitable adjustment shall be made to Contractor’s compensation, if necessary. In the event of termination by City hereunder, the City shall pay Contractor for Services actually provided up to the date of termination.

In either event, Contractor shall terminate the Services according to a schedule as agreed upon by the parties in writing.

ARTICLE 7. 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:

Adriane Miller                          Michelle Zaremba
118 West Second Street, Suite 630     371 W. Second Street, 3rd Floor
Dayton, Ohio 45402                     Dayton, Ohio 45402

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

ARTICLE 8. NON DISCRIMINATION

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 determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

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

Contractor shall insert a similar provision in any subcontract for services covered by this Agreement. 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 condition of this Agreement as fully and as if specifically rewritten here.

ARTICLE 9. CONFIDENTIALITY

Either party may, directly or indirectly, provide the other 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 marketplace 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. Notwithstanding the foregoing, any information that is not marked as required by the foregoing sentence, but a reasonable person would consider such information as confidential given the nature of such information, shall be deemed confidential information.

To the extent permitted by law, each party agrees that for two (2) years following the date of disclosure of the confidential or proprietary information, it shall not disclose such information of the other to any third party without the other party’s written consent. Notwithstanding the foregoing, either party may disclose the other party’s information to a party’s employees, officers, directors, board members, consultants and agents (“Representatives”) so long as the receiving party remains liable for any breach of this Agreement by such Representatives. During this two-year period, each party shall 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 shall 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 Section shall prohibit or limit either party’s use or disclosure of confidential or proprietary information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) acquired by it from a party that is not, to the other party’s knowledge, under an obligation not to disclose such information, (iv) that is or becomes publicly available through no breach of this Agreement by the other party, (v) when such disclosure is required by an order of a Court or under state or federal law, or (vi) when such disclosure is authorized in writing by a party to this Agreement.

**ARTICLE 10. DOCUMENT & INTELLECTUAL PROPERTY RIGHTS**

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment.

Contractor shall retain its rights in its information, intellectual property, programs, literature, standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Contractor.

**ARTICLE 11. GENERAL PROVISIONS**

A. **Waiver**

A waiver by either City or Contractor 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.

B. **Delay**

Neither City nor Contractor 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; pandemics; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; government orders or regulations; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor 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.

C. Governing Law & 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. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Meetings and Evaluation

Contractor shall meet with City’s designees at such times as mutually agreed to by the parties to review and discuss performance of this Agreement. Contractor shall cooperate with City in all respects concerning the review and monitoring of Contractor’s performance pursuant to this Agreement.

E. Independent Contractor

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

Contractor, its employees and any person retained or hired by Contractor to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Contractor further acknowledges and agrees that none of his employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).
F. Assignment

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

G. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

H. Amendment

This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of City and Contractor, approved by the City’s Director of Planning and Community Development, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

I. Effect of Conflicting Documents

In the event any conflict between this Agreement and any term or condition found within any other document; including, but not limited to Exhibit A, the terms and conditions of this Agreement shall control.

J. Entire Agreement/Integration

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

K. Political Contributions

Contractor affirms and certifies that it complies with Ohio Revised Code §3517.13 limiting political contribution.
IN WITNESS WHEREOF, City and Contractor, each by a duly authorized representative, have executed this Agreement as of the day and date first set forth above.

CITY OF DAYTON, OHIO

_________________________________________
City Manager

THE NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE OF GREATER DAYTON

By:  

Title: Executive Director

APPROVED AS TO FORM AND CORRECTNESS:

☑ Recoverable Signature

X John Musto for

City Attorney

Signed by: Musto, John

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

_________________________ , 20__

Min./Bk. _____ Pg. ______

Clerk of the Commission
EXHIBIT A
SERVICES

NCCJ will provide:

- Two staff to attend each trip to Bosnia and Herzegovina ("BiH") and Chicago
- Recruitment and communication with host families
- Programming and 2 staff for NCCJ scheduled days
- School visits and team building activities
- Volunteer opportunities
- College Campus Tour
- Transportation to necessary events on NCCJ scheduled days
- Trip to the National Underground Freedom Center
- Trip to the Scene 75
- Coordination and facilitation of the Anytown Retreat
### EXHIBIT B
TENTATIVE SERVICE FEES AND PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th></th>
<th>BiH 3 April/May 2022</th>
<th>BiH 4 October/November 2022</th>
<th>Contract Term</th>
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<td>Anytown Retreat Workshop Expenses</td>
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<td>Van Transportation and Gas</td>
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<td>National Underground Freedom Museum</td>
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<tr>
<td>Host Family Recruitment</td>
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<tr>
<td>Manage workshops and programming</td>
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<td>Programming and other Expenses</td>
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<td><strong>$30,000</strong></td>
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### PAYMENT SCHEDULE

Contractor will provide detailed invoices for quarterly payments in January, 2022; April, 2022; July, 2022; and October, 2022. Each quarterly payment is FIFTEEN THOUSAND DOLLARS ($15,000), and the total contract is not to exceed SIXTY THOUSAND DOLLARS ($60,000).
Receipt
This is not a bill. Please do not remit payment.

THE NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE OF
131 N. LUDLOW ST. SUITE 27
DAYTON, OH 45402

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Frank LaRose
1568050

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE OF GREATER DAYTON
and, that said business records show the filing and recording of:

Document(s) Document No(s):
REINSTATEMENT 202016703764

Effective Date: 06/15/2020

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 15th day of June, A.D. 2020.

United States of America
State of Ohio
Office of the Secretary of State

Ohio Secretary of State
Reinstatement
Filing Fee: $25
Form Must Be Typed

(CHECK ONLY ONE (1) BOX)

(1) Reinstatement of a Nonprofit Corporation (for failure to file a statement of continued existence) (109-RENN)

(2) Reinstatement of a Limited Liability Partnership (for failure to file biennial report(s)) (112-PLR)
   THIS FORM MUST BE ACCOMPANIED BY ALL DELINQUENT BIENNIAL REPORT(S) AND FILING FEE(S)
   Cancellation Date
   The entity was canceled on MM/DD/YYYY

(3) Reinstatement of a Professional Corporation (for failure to file biennial report(s)) (110-RENP)
   THIS FORM MUST BE ACCOMPANIED BY ALL DELINQUENT BIENNIAL REPORT(S) AND FILING FEE(S)

Name of Entity THE NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE OF GREATER DAYTON
Charter/Registration Number 1568050

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Reinstatement must be signed by an authorized representative. (see instructions for specific information)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

The National Conference for Community and Justice of Greater Dayton
Signature
Adriane Miller
By (if applicable)
Print Name

Signature
By (if applicable)
Print Name
From 2360 - Planning, Neighborhoods & Dev. / Mediation Center
Supplier, Vendor, Company, Individual
Name Montgomery County Juvenile Court
Address 380 West Second Street
          Dayton, Ohio 45422-4240

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>Mediation Center</td>
<td>16702-2360-22606-33</td>
<td>$45,000.00</td>
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</table>

Date January 19, 2022
Expense Type Service Agreement
Total Amount $45,000.00 (thru 12/31/2022)

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

Description
Service Contract with Montgomery County Juvenile Court for Mediation Services

The Department of Planning, Neighborhoods and Development requests approval to enter into an Agreement with Montgomery County Court of Common Please, Juvenile Division for parenting time mediation services. The Dayton Mediation Center will provide mediation services to families in need of creating parenting time/custody plans as referred by the court. Revenue will be generated not to exceed $45,000.00 for case management, mediation, and evaluation services for court-referred cases.

This Agreement will commence January 1, 2022 and it will expire December 31, 2022.

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

The revenue source is the General Fund – Mediation Center.

A Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 10/2019
"2022-01-05 CMR Montgomery County Juvenile Courts Service Contract_apprvd" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2022-01-06 - 2:56:01 PM GMT

Document emailed to Todd Kinskey (todd.kinskey@daytonohio.gov) for signature
2022-01-06 - 2:56:16 PM GMT

Email viewed by Todd Kinskey (todd.kinskey@daytonohio.gov)
2022-01-06 - 3:28:36 PM GMT

Document e-signed by Todd Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2022-01-06 - 3:29:28 PM GMT - Time Source: server

Agreement completed.
2022-01-06 - 3:29:28 PM GMT
January 12, 2022

TO: Shelley Dickstein, City Manager  
    Office of the City Manager
FROM: Todd M. Kinskey, Director  
    Department of Planning, Neighborhoods & Development

SUBJECT: Montgomery County Juvenile Court – Service Contract

The Montgomery County Juvenile Court is establishing a Service Contract with the City of Dayton. There will be $45,000.00 of revenue to the City from this contract. The Mediation Center will provide visitation mediation services for parents referred by the Montgomery County Juvenile Court.

Montgomery County has requested final approval of the contract. The City Commission Office and City Manager will sign the contract once it’s approved by the City Commission. Then it will be routed to Montgomery County. The agreement will not be fully executed until all signatures are received from the Prosecuting Attorney, Board of County Commissioners of Montgomery County, and Montgomery County Court of Common Please, Juvenile Division.

If you have any questions, please contact Michelle Zaremba at extension 2352.

TMK/mlz

Attachments
C: LaShea Lofton  
    Joe Parlette
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:
Name: Montgomery County Juvenile Court c/o Eric Shafer

Address: 380 West Second Street

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

Revenue Information:
Fund: 16702  Organization: 2360  Revenue: 22606  Program: 33

Contract Information:
Contract Start Date: 1-1-2022  Contract Expiration Date: 12-31-2023

Billing Information:
Rate: $5.00/case  Arrears: XX  Pre-bill: _________

Monthly (1st month of billing)  XX
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): The Dayton Mediation Center will continue to provide parenting time/custody mediation services for Montgomery County Juvenile Court clients. (See Exhibit A of the Service Contract for additional information on the description of services provided.)

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number: 8.0172  Auditor: D. Billing  Date: 1-10-2022

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

Director of Finance

[Signature]  1/11/22
"2022-01-05 Certificate of Revenue Montgomery County Juvenile Courts 2022 Agreement" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)  
2022-01-06 - 2:52:19 PM GMT

Document emailed to Todd Kinskey (todd.kinskey@daytonohio.gov) for signature  
2022-01-06 - 2:52:34 PM GMT

Email viewed by Todd Kinskey (todd.kinskey@daytonohio.gov)  
2022-01-06 - 3:33:27 PM GMT

Document e-signed by Todd Kinskey (todd.kinskey@daytonohio.gov)  
Signature Date: 2022-01-06 - 3:33:41 PM GMT - Time Source: server

Agreement completed.  
2022-01-06 - 3:33:41 PM GMT
MONTGOMERY COUNTY JUVENILE COURT
SERVICE CONTRACT

THIS AGREEMENT, made and entered into on this _____ day of ________, 20___, 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 “County”), the MONTGOMERY COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION, located at 380 West Second Street, Dayton, Ohio 45422 (hereinafter called the “Court”), and the CITY OF DAYTON, located at 101 West Third Street, Dayton, Ohio 45402 (hereinafter called the “Provider”).

WITNESSETH THAT:

WHEREAS, the County, the Court and the Provider mutually desire to contract with each other to provide mediation services for youth and families referred by the Court as embodied in the scope of services and proposal attached hereto and hereinafter referred to as “Exhibit A”; and,

WHEREAS, the Provider is uniquely qualified, experienced, and willing to perform said work, when there is a Contract specifying the rights and duties of each party; and

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

ARTICLE ONE: SCOPE OF SERVICE

1.1 The Provider agrees to perform the services embodied in the work scope attached hereto and hereinafter referred to as “Exhibit A”. Said Exhibit A is 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 Contract and that no such activity or expenditure of a questionable nature shall be authorized without the prior approval of the Court’s Administration.

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 It is understood and agreed by the parties hereto that the Court will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work without the prior written approval of the Court.

2.3 Contract funds must be expended on youth for whom these services cannot be reimbursed through Medicare and/or Medicaid, which is considered payment in full and cannot be supplemented by Contract funds. If youth are denied service by their third party insurance providers or their co-pays and/or deductible amounts are higher than the maximum allowable rate for service, Court management staff will determine
whether to approve or deny payment authorization. If third party insurance providers authorize only partial payments for such services, Court management staff will determine whether to authorize payment for the remaining uncovered cost up to the maximum allowable rate for service.

2.4 The Provider will secure proper authorization for release of records from the client’s parent or guardian prior to release of records to the Court. If unable to secure proper authorization for release of records, the Court will not be billed for the services provided by the Provider.

2.5 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, 2022; July 31, 2022; October 31, 2022; and January 31, 2023. 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 2022 and shall terminate on the 31st day of December 2022.

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

ARTICLE FOUR: RELATIONSHIPS/COMPLIANCE
4.1 The Provider, its agents, employees, assigns are not officers, agents or employees of the Court or the County; 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 County.

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: CONFLICT OF INTEREST
5.1 This Contract 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 Contract.

5.2 The Provider contracts that at the time of entering into this Contract he has no interest in or shall he acquire any interest, direct or indirect, in any contractual agreement which will conflict in any manner with performance of the services required under this Contract.

ARTICLE SIX: MODIFICATION AND SEVERABILITY
6.1 This Contract 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. Any proposed change in this Contract shall be submitted to the Court for its prior written approval. If any term
or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Contract 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.

6.2 There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Contract.

ARTICLE SEVEN: SAFEGUARDING OF CLIENT
7.1 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 EIGHT: PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE
8.1 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.

8.2 Provider agrees to report any findings of sexual abuse or sexual harassment immediately to the Court Administrator.

ARTICLE NINE: NON-DISCRIMINATION AND ACCESSIBILITY
9.1 During the performance of this Contract, the Provider will not discriminate against any employee, applicant for employment or any client because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth.

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

ARTICLE TEN: INDEMNIFICATION
10.1 Montgomery County and the City of Dayton are separate political subdivisions of the State of Ohio, and each shall assume responsibility for any loss, cost or damages caused by or arising out of any acts, errors and omissions of its own respective employees and agents in the performance of this Agreement. Each is entitled to common law and statutory immunities and defenses, none of which are waived by this Agreement.

ARTICLE ELEVEN: ASSIGNMENT
11.1 The parties expressly agree that this Contract shall not be assigned by the Provider without the written approval of the Court.

ARTICLE TWELVE: INSURANCE/BONDING
12.1 The Provider agrees to carry the required liability insurance and/or bonding necessary, as referred to in “Exhibit B,” for the delivery of the service to be provided.
ARTICLE THIRTEEN: TERMINATION

13.1 This Contract may be terminated by either party upon notice, in writing delivered upon the other party thirty (30) days prior to the effective date of termination. The Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of termination of this Contract.

13.2 The parties further agree that should the Provider become unable for any reason to complete the work called for by virtue of this Contract, that such work as the Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of the Court, and further the Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of the Provider’s inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the Court.

13.3 Notwithstanding the above, the Provider shall not be relieved of liability to the Court and the County for damages sustained by the Court and the County by virtue of any breach of the Contract 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.

ARTICLE FOURTEEN: MONITORING AND EVALUATION

14.1 The Court and the Provider will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which services are being provided. The Provider will also participate in program evaluation activities being undertaken by the Court and/or an independent evaluator.

14.2 The Provider shall submit to the Court all prescribed reports detailing the progress of the work performed under this Contract.

14.3 The Provider shall maintain a financial management system, which records all Contract costs and expenditures. The Provider shall comply with all applicable State and Federal fiscal management guidelines.

14.4 The Provider shall maintain and preserve all financial and program records related to this Contract including any documentation used in the administration of the program, for a period of at least three (3) years from the termination date of this Contract. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

14.5 All financial and program records related to this Contract shall be subject to inspection, review or audit by the County or the Court and their duly authorized representatives.

ARTICLE FIFTEEN: DISCLOSURE

15.1 The Provider hereby covenants that he has complied with the County’s Disclosure Policy adopted pursuant to Resolution No. 88-1276, dated July 5, 1988, which requires anyone contracting with the Court and the County to disclose any business relationship or financial interest that said Provider has with a County or Court employee, 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.

15.2 The PROVIDER must review and comply with the Ohio Ethics Law, released by The Ohio Ethics Commission. The law and related statutes can be accessed here: https://ethics.ohio.gov/education/overview.html. The PROVIDER certifies that it (1) has reviewed and
understands the Ohio Ethics Law and Related Statutes, and (2) will take no action inconsistent with those laws. The PROVIDER understands that failure to comply with the Ohio Ethics Law 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.

**ARTICLE SIXTEEN: GOVERNING LAW**

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

**ARTICLE SEVENTEEN: SIGNATURES**

17.1 The Provider hereby acknowledges that this Contract must be signed and returned to the Montgomery County Court of Common Pleas, Juvenile Division, by the Provider within thirty (30) days of receipt of said Contract for signature or the Contract may be canceled and voided by the Court.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have hereunto set their hands on this ___ day of ____________, 20__.

WITNESS:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By ____________________________________________________________
Carolyn Rice

By ____________________________________________________________
Judy Dodge, President

By ____________________________________________________________
Deborah A. Lieberman

OR

By ____________________________________________________________
Michael B. Colbert
County Administrator

MONTGOMERY COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION

By ____________________________________________________________
Eric J. Shafer, Court Administrator

CITY OF DAYTON, OHIO

By ____________________________________________________________
Shelley Dickstein, City Manager

APPROVED AS TO FORM
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

By ____________________________________________________________
Ward Barrentine, Chief Assistant Prosecuting Attorney

Date ______________

APPROVED AS TO FORM AND CORRECTNESS:
1/6/2022

X John Musto for
Dayton City Attorney

Signed by: Musto, John

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

____________________, 20__

Min./Bk.____ Pg.______________

____________________
Clerk of the Commission
EXHIBIT A

SCOPE OF SERVICES

MEDIATION SERVICES

The PROVIDER, through its 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 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
Insurance Requirements
Interlocal Agreements (Public Entities)

INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN INTERLOCAL AGREEMENT:

A. The Provider shall comply with all applicable laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement, and keep in full force and effect, Workers’ Compensation Insurance for its employees. A copy of the document evidencing said Workers’ Compensation coverage shall be furnished to the Court by the Provider upon written request and the receipt of a fully executed Agreement.

B. The Provider shall maintain sufficient insurance, or may self-insure, to cover liability and damages as more specifically set forth below.

C. Before commencing this Agreement, the Provider shall furnish the Court with a Certificate of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required hereunder is in force and effect and that such insurance will not be canceled or materially changed without giving to the County at least thirty (30) days prior written notice. In the event the Provider fails to promptly furnish the Court with acceptable Certificates of Insurance, the Court shall have the right to suspend payments until acceptable certificates (including renewals, if appropriate) are received by the Court, or to declare a default under this Agreement.

D. The Provider shall maintain the following insurance coverages:

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, and contractual liability coverage as defined by the insured contraction of the policy.
   
   General Aggregate $3,000,000
   Products – Completed Operations Aggregate $3,000,000
   Personal and Advertising Injury $1,000,000
   Each Occurrence $1,000,000

   The policy shall be endorsed to include coverage for physical/sexual abuse and molestation. The limit should be $1,000,000 each Occurrence/$3,000,000 aggregate.

2. Cyber Liability Coverage
   a. Information/Security & Privacy $1,000,000 claim/aggregate
   b. Regulatory Action (Defense & Penalties $1,000,000 claim/aggregate
   c. Website-Media Content $1,000,000 claim/aggregate
d. Privacy Breach Response $1,000,000 claim/aggregate

e. Extortion $1,000,000 claim/aggregate

**INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERLOCAL AGREEMENT:**

If any part of this Agreement is contracted or subcontracted, the Provider shall require its contractor(s) and subcontractor(s) to maintain the same minimum insurance requirements listed above and to name the Board of Montgomery County Court of Common Pleas, Juvenile Division as an additional insured and shall furnish to the Court separate certificates and endorsements for each contractor or subcontractor.