CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **FEBRUARY 12, 2020**

8:30 A.M.

I. AGENDA SCHEDULE

<u>Please register to speak</u> 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:**

<u>AVIATION</u>

A1. Bricker & Eckler LLP (professional legal services as needed through 12-31-20) **$15,000.00**

1. **(Cont'd):**

FIRE

B1. Horton Emergency Vehicles Company (one ambulance and one re-chassied ambulance) **$423,753.00**

B2. Morning Pride Manufacturing LLC dba Honeywell First Responder Products (protective clothing for structural firefighting through 12-31-22) **751,300.00**

LAW

C1. Dinkler Law Office LLC (professional legal services as needed through 12-31-20) **15,000.00**

WATER

D1. M & R Electric Motor Service (electrical motor repair, parts, supplies and related items as needed through 12-31-20) **20,000.00**

D2. Utilities Instrumentation Service (medium voltage electrical systems inspection and maintenance services as needed through 12-31-20) **70,000.00**

D3. BDI – Bearing Distributors, Inc. (bearings, belts, and related supplies as needed through 12-31-20) **10,000.00**

D4. Ferguson Waterworks (PVC pipes, fittings and related items as needed through 12-31-22) **36,000.00**

-Depts. of Aviation, Fire, Law and Water. **Total: $1,341,053.00**

2. **Icon Enterprises dba CivicPlus – Service Agreement –** to provide protection services, access to system-to-system enhancements and optimization updates to keep the City's website current– The City Manager's Office/Public Affairs. **$17,386.00**
(Thru 12/31/20)

3. **LeadsOnline, LLC – Service Agreement –** for Pawn Shop Database for Law Enforcement Investigations – Dept. of Police. **$16,878.00**
(Thru 02/28/21)

4. **LexisNexis Risk Solutions FL., Inc. – Service Agreement –** for Accurint Virtual Crime Center Online Subscription Services – Dept. of Police.
$35,895.96
(Thru 02/28/21)

B. Construction Contracts:

5. **Bilbrey Construction, Inc. – Contract Modification –** first amendment for Professional Design Build Services for City Hall Renovations – Dept. of Public Works/Property Mgmt. **$470,964.00**
(Thru 12/31/21)

6. **Oregon Group Architects – Contract Modification –** fourth amendment for Design Services for Safety Building – Dept. of Public Works/Property Mgmt. **$25,500.00**
(Thru 12/31/20)

7. **Schindler Elevator Corporation – Award of Contract –** for the City of Dayton Elevator Modernization Municipal Garage Rebid (5% SBE Participation Goal/5.03% SBE Participation Achieved) – Dept. of Public Works/Property Mgmt. **$1,205,745.00**
(Thru 12/31/23)

C. Revenue to City:

8. **Greater Dayton RTA – Other –** for a Special Use Permit to Build a Handicap Ramp into the public right-of-way at 600 Longworth Street – Dept. of Public Works/Civil Engineering. **$200.00**

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

9. **No. 31790-20** Amending Sections 91.50 and 91.99 of the Revised Code of General Ordinances, and Declaring an Emergency.

Emergency Resolution – Second Reading:

10. **No. 6473-20** Authorizing a Ten-Year Participation Agreement With The Montgomery County Economic Development/Government Equity (ED/GE) Program, and Declaring an Emergency.

Ordinance – First Reading:

11. **No. 31791-20** Appropriating Funds for the Year 2020 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

Informal Resolution:

12. **No. 975-20** Approving Montgomery County Board of Commissioners' Reappointment of a Member to the Board of Directors of the Dayton-Montgomery County Port Authority.

VI. MISCELLANEOUS:

ORDINANCE NO. 31792-20

RESOLUTION NO. 6475-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 976-20

City Manager's Report

From **2730 – PMB/Procurement**

Date February 12, 2020

Expense Type Purchase Order

Total Amount $1,341,053.00

Supplier, Vendor, Company, Individual

Name **See Below**

Address **See Below**

2020 Purchase Orders

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

AVIATION

(A1) P0200637 – BRICKER & ECKLER LLP, COLUMBUS, OH

- Professional legal services as needed through 12/31/2020.
- These services are required to provide legal consultation and representation in matters related to the Dayton International Airport.
- 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 Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Legal Services	51000-3210-1152-43	$15,000.00

Signatures/Approval

Melissa A. Wilson
Division

Diane D. Shannon 2.3.2020
Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

FIRE

(B1) P0200591 – HORTON EMERGENCY VEHICLES COMPANY, GROVE CITY, OH

- One (1) new ambulance and one (1) re-chassied ambulance.
- These goods are required to maintain and repair City-owned vehicles.
- Rates are in accordance with the State of Ohio State Term Schedule contract #800330 and Index # STS233.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	49064-6330-1412-71	$171,915.00
2020	Motorized Equipment	49063-6330-1412-71	$251,838.00

(B2) P0200592 – MORNING PRIDE MANUFACTURING LLC dba HONEYWELL FIRST RESPONDER PRODUCTS, DAYTON, OH

- Protective clothing for structural firefighting.
- These goods are required to replace items worn beyond economical repair and for issuance to new recruits.
- Thirty-seven (37) possible vendors were solicited and two (2) proposals were received. This order establishes a price agreement per RFP 19016FDOP with pricing through 12/31/2022.
- This amendment increases the previously authorized amount of $10,000.00 by $241,300.00 for a total not to exceed $251,300.00 and therefore requires City Commission approval.
- The Department of Fire requests additional authority of $510,000.00 through 12/31/2022.
- Morning Pride Manufacturing LLC dba Honeywell First Responder Products qualifies as a Dayton local entity.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-6340-1301-71	$231,300.00
2020	Supplies and Materials	10000-6330-1301-71	$10,000.00
2021	Supplies and Materials	10000-6340-1301-71	$240,000.00
2021	Supplies and Materials	10000-6330-1301-71	$15,000.00
2022	Supplies and Materials	10000-6340-1301-71	$240,000.00
2022	Supplies and Materials	10000-6330-1301-71	$15,000.00

BACK

BACK

LAW

(C1) P0200636 – DINKLER LAW OFFICE LLC, DAYTON, OH

- Professional legal services as needed through 12/31/2020.
- These services are required to provide legal consultation and representation on behalf of the City.
- The law firm of Dinkler Law Office LLC is recommended based upon subject matter expertise, experience of its staff in related matters, and departmental need; therefore, this purchase was negotiated.
- The Department of Law recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Legal Services	10000-5200-1152-63	$15,000.00

WATER – WATER RECLAMATION

(D1) P0200616 – M & R ELECTRIC MOTOR SERVICE, DAYTON, OH

- Electrical motor repair, parts, supplies and related items as needed through 12/31/2020.
- These goods and services are required to repair motors that are a critical part of the treatment process.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 15065N with pricing extended through 9/30/2020.
- M & R Electric Motor Service qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Equipment Maintenance	55000-3460-1167-54	$20,000.00

(D2) P0200639 – UTILITIES INSTRUMENTATION SERVICE – OHIO, CENTERVILLE, OH

- Medium voltage electrical systems inspection and maintenance services as needed through 12/31/2020.
- These services are required to analyze performance of medium voltage electrical systems and equipment, perform preventative inspections, maintenance and emergency electrical services.
- Rates are in accordance with the City of Dayton's existing price agreement IFB N18038 with firm pricing through 12/31/2020.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Infrastructure	55003-3460-1424-54-SF1703	$70,000.00

WATER – WATER SUPPLY AND TREATMENT

(D3) P0200112 – BDI – BEARING DISTRIBUTORS, INC., DAYTON, OH

- Bearings, belts and related supplies as needed through 12/31/2020.
- These goods are required to fix pump motors throughout the City.
- Rates are in accordance with the City of Dayton's existing price agreement IFB N17011 with pricing extended through 8/31/2020.
- BDI – Bearing Distributors, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $10,000.00 by $10,000.00 for a total not to exceed $20,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	53000-3430-1301-54	$10,000.00

WATER – WATER UTILITY FIELD OPERATIONS

(D4) P0200604 – FERGUSON WATERWORKS, HARRISON TOWNSHIP, OH

- PVC pipes, fittings and related items as needed through 12/31/2020.
- These goods are required to maintain the City's Water Distribution Center.
- Rates are in accordance with the City of Dayton's existing price agreement IFB S19002 with pricing through 12/31/2022.
- The Department of Water requests additional authority of $24,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Inventory	53998-3445-1350-54	$12,000.00
2021	Inventory	53998-3445-1350-54	$12,000.00
2022	Inventory	53998-3445-1350-54	$12,000.00

The aforementioned departments recommend approval of this order.

BACK

City Manager's Report

2.

From **2101 - CMO/Public Affairs**

Date February 12, 2020

Expense Type **Service Agreement**

Total Amount **$17,386.00 thru 12/31/2020**

Supplier, Vendor, Company, Individual

Name **Icon Enterprises dba CivicPlus**

Address **302 S. 4th Street**
Suite 500
Manhattan, KS 66502

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2101-1159-61	$17,386.00

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

Description

AGREEMENT BETWEEN ICON ENTERPRISES dba CIVICPLUS AND THE CITY OF DAYTON

The Office of Communications and Public Affairs requests permission to enter into an Agreement with Icon Enterprises dba CivicPlus (hereafter referred to as CivicPlus). The previous Agreement expired on December 31, 2019.

CivicPlus provides protection services, granting the City of Dayton access to system to system enhancements, maintenance, and optimization updates to keep the City's website current with the latest features and functionality. CivicPlus will provide redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, and system enhancements. Included in this Agreement is the addition of Design Pro Software. This software will allow the City to create, manipulate and change the look of the City's webpage.

This Agreement will begin upon execution and expires on December 31, 2020. The contract stipulates that the City of Dayton has the option of renewing for two (2) additional years of services with CivicPlus, 2021 and 2022, at the same cost.

- 2020 in the amount of $17,386.00
- 2021 in the amount of $17,386.00 **(Upon Commission Approval)**
- 2022 in the amount of $17,386.00 **(Upon Commission Approval)**

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

A Certificate of Funds in the Amount of $17,386.00 is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Created 11/2019

CERTIFICATE OF FUNDS

CT20-1287

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/2020
Original Commission Approval	$ 17,386.00
Initial Encumbrance	$ 17,386.00
Remaining Commission Approval	$ -

Original CT/CF	CT15-1287
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: **$ 17,386.00**	Amount: ____
Fund Code **10000 - 2101 - 1159 - 61** - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)
Amount: ____	Amount: ____
Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

HRC DATE: 01/07/2023

Vendor Name: **Icon Enterprises dba Civic Plus**

Vendor Address: **302 S. 4th Street, Suite 500** (Street) **Manhattan** (City) **KS** (State) **66502** (Zip code + 4)

Federal ID: **48-1202104**

Commodity Code: **20625**

Purpose: **Ongoing protection services of the City's website for 2019, to include: redundant hosting, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and recurring training. Added the Design Pro software to allow the webmaster to change and upgrade City's webpage.**

NOTE: 1 year contract, with the option for COD to renew for 2 additional years @ $17,386.00/per year. (2019: CT19-1287)

Contact Person: **Melissa Leysath (x3616)** **Public Affairs** (Department/Division) **1/22/2020** (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

[signature] — Finance Director Signature — 02/04/2020 — Date

[signature] — CF Prepared by — 01/31/2020 — Date — CT20-1287 — CF/CT Number

KB 1/31/2020

MEMORANDUM | **DAYTON**

January 29, 2020

TO: LaShea Lofton, Director of Finance

FROM: Toni Bankston, DM Communications & Public Affairs

SUBJECT: **Icon Enterprises dba CivicPlus Agreement - 2020**

The Office of Communications & Public Affairs requests permission to enter into an Agreement with Icon Enterprises dba CivicPlus (hereafter referred to as CivicPlus). The previous Agreement expired on December 31, 2019.

CivicPlus provides protection services, granting the City of Dayton access to system to system enhancements, maintenance, and optimization updates to keep the City's website current with the latest features and functionality. CivicPlus will provide redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, and system enhancements. Included in this new Agreement is the addition of, Design Pro Software. This software will allow the City to create, manipulate and change the look of the City's webpage.

This Agreement will begin upon execution and expire on December 31, 2020. The contract stipulates that the City of Dayton has the option of renewing for two (2) additional years of services with CivicPlus, 2021 and 2022, at the same cost; upon approval by Commission.

- 2020 in the amount of $17,386.00
- 2021 in the amount of $17,386.00 **(Upon Commission Approval)**
- 2022 in the amount of $17,386.00 **(Upon Commission Approval)**

The Agreement has been reviewed and approved as to form and correctness by the Department of Law, (see copy attached).

Should you have any questions and/or concerns, please contact me at (x3616). Thank you in advance for your attention to this request.

/ml

Attachments: CMR
Certificate of Funds
Copy of Contract

ellucian Organization Budget Status FGIBDST 9.3.6 (BANPROD) ADD RETRIEVE RELATED TOOLS

Chart: 8 City of Dayton, Ohio Fiscal Year: 20 Index: Query Specific Account: Include Revenue Accounts: ✓ Commit Type: Both Organization: 2101 Public Affairs Fund: 10000 General Fund Start Over

Program: 61 Communications & Public Relations Account: Account Type: Activity: Location:

ORGANIZATION BUDGET STATUS

Insert Delete Copy Filter

Account	Type	Title	Adjusted Budget	YTD Activity	Commitments	Available Balance
1111	E	Employee Travel	7,500.00	0.00	7,000.00	500.00
1132	E	Postage and Mailing Services	800.00	0.00	100.00	700.00
1159	E	Other Professional Services	553,958.75	1,338.65	532,620.10	20,000.00
1162	E	Fleet Charges/Direct Bill	500.00	0.00	0.00	500.00
1167	E	Other Equipment Maintenance	5,200.00	0.00	2,500.00	2,700.00
1192	E	Marketing/Promotional Ads	167,211.02	0.00	166,511.02	700.00
1201	E	Internal Reproduction Charges	3,500.00	0.00	0.00	3,500.00
1221	E	Miscellaneous	26,507.21	1,507.21	12,000.00	13,000.00
1301	E	Supplies and Materials	55,108.40	5,108.40	13,900.00	36,100.00
1611	L	Wages	430,000.00	18,001.29	0.00	411,998.71
1612	L	Vacation Leave	0.00	7,834.49	0.00	-7,834.49
1613	L	Sick Leave	0.00	903.16	0.00	-903.16
1614	L	Personal Leave	0.00	667.16	0.00	-667.16
1620	L	Holiday	0.00	4,823.28	0.00	-4,823.28
1640	L	Overtime - Civilian	1,000.00	0.00	0.00	1,000.00
1716	L	Longevity Pay	1,800.00	0.00	0.00	1,800.00
1756	L	Cell Phone Reimbursement	1,000.00	73.84	0.00	926.16
1813	L	High Deductible Health Insurance	77,900.00	6,484.14	0.00	71,415.86
1817	L	Superior Dental Non-Bargaining	4,800.00	340.56	0.00	4,459.44
1821	L	Health Reimbursement Account	0.00	95.25	0.00	-95.25
		Net Total	-1,435,485.38	-65,491.72	734,631.12	

1 of 2 20 Per Page Record 3 of 27

EDIT Record: 3/27 FTVACCT_BLOCK.FTVACCT_TITLE [3]

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COPY

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and CivicPlus, LLC. dba CivicPlus ("CivicPlus").

WITNESSETH THAT:

WHEREAS, The City's Department of Public Affairs identified a need for certain professional services to ensure the City can maintain website hosting services and other additional protections; and,

WHEREAS, CivicPlus represents that it is a skilled, experienced and competent consulting firm, with the personnel and know-how to perform the professional services set forth hereinafter for the City's Department of Public Affairs.

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

SECTION 1. SCOPE OF SERVICES

CivicPlus shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.

SECTION 2. PAYMENT

The remuneration for the professional services shall be for an amount not to exceed Seventeen Thousand Three Hundred Eighty-Six Dollars and Zero Cents ($17,386.00) during the Initial Term (as defined below). CivicPlus and City have agreed of the annual fee of Seventeen Thousand Three Hundred Eighty-Six Dollars and Zero Cents ($17,386.00) per year for each of the two Optional Years (as defined below).

CivicPlus shall submit invoices for payment, January 1 of each year of service, for payment of the professional services. Such invoices shall detail the professional services provided during the invoice period, list the total charges for such professional services, and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. All invoices shall be accompanied by such supporting documentation and information substantiating the invoiced amount or expenses incurred, as may be requested by the City. Unless disputed, the City shall tender payment within thirty (30) days of receipt of CivicPlus's invoice.

SECTION 3. ASSIGNMENT AND LIMITATIONS ON SUBCONTRACTING

A. Restriction against assignment or subcontracting. The City is relying upon the professional skill and experience of CivicPlus. Therefore, assignment of this Agreement or the use of a subcontractor by CivicPlus is prohibited, without City's prior written consent.

SECTION 4. TERMINATION

A. Termination of Agreement for Cause. If, through any cause, CivicPlus fails to fulfill in a timely and proper manner its obligations under this Agreement, or if CivicPlus defaults in the performance of any terms or conditions of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to CivicPlus specifying the effective date of the termination, at least five (5) days before such effective date. In the event of such termination, CivicPlus will be paid for the professional services actually performed and reasonable expenses incurred up to the effective date of termination.

B. Termination of Agreement without Cause. Either party may terminate this Agreement at any time and without cause upon giving thirty (30) days prior written notice to the other party. The notice of termination shall be made by mailing written notice by certified mail to the party's usual place of business. If the City terminates, CivicPlus will be paid for the professional services actually performed and reasonable expenses incurred up to the effective date of termination.

SECTION 5. TERM

This Agreement shall commence January 1, 2020 and it shall expire on December 31, 2020, unless earlier terminated or extended by mutual written agreement ("Initial Term").

The City shall have the option to renew this Agreement for a total of two (2) one-year (1) terms ("Optional Years") upon providing notice to CivicPlus thirty (30) days prior to the end of the then-current term.

SECTION 6. DISPUTE RESOLUTION

A. Mediation Period. If during the term of this Agreement the parties are unable to resolve a dispute or controversy among themselves, prior to instituting any court action the parties shall first try, in good faith, to settle the dispute by non-binding mediation. All mediation proceedings shall take place in Montgomery County, Ohio.

SECTION 7. INSURANCE

CivicPlus shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an "A" rating from A.M. Best, no less than the following insurance:

A. Professional Liability/Errors and Omissions Insurance, with a one million dollar ($1,000,000) annual aggregate. This annual aggregate amount requirement for professional liability / errors and omissions may be met on a combined basis, i.e., by combining such insurance maintained by CivicPlus with similar insurance maintained by any sub-contractor (to the extent that a sub-contractor is consented to by the City).

B. General Liability Insurance, with a combined single limit of one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in the aggregate. This policy shall name

the City of Dayton, Ohio and its elected officials, officers, agents, and employees as additional insureds.

CivicPlus shall also maintain Workers' Compensation Insurance in such amounts as prescribed by law. All policy/policies of insurance to be maintained by CivicPlus pursuant to this Section, excluding Workers' Compensation Insurance, shall provide that the insurance may not be reduced, decreased, cancelled or terminated without thirty (30) days prior written notice to the City. Upon execution of this Agreement, CivicPlus shall furnish the City with a copy of certificates of insurance demonstrating compliance with this Section. CivicPlus shall also provide, upon the City's request, complete copies of any insurance policies required hereunder.

SECTION 8. OWNERSHIP OF WORK PRODUCT AND DOCUMENTS

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

CivicPlus 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 CivicPlus. The city shall own the Customer Content (website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).

The City assumes full responsibility for website content maintenance and content administration. The City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus. The City will not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions, or graphics of the GCMS® software. The CivicPlus name, the CivcPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

SECTION 9. INDEMNIFICATION

To the full extent permitted by law, CivicPlus shall indemnify, defend and hold harmless the City and its elected officials, officers, agents, and employees from and against all claims, demands, losses, and expenses, including but not limited to reasonable attorneys' fees, to the extent arising out of or resulting in whole or in part from any negligent act or omission, and/or from any failure to perform CivicPlus's duties under this Agreement, attributable to CivicPlus its employees,

agents, and sub-contractors, and any other person or entity for whose conduct CivicPlus may be liable under Ohio law.

SECTION 10. RECORDS

CivicPlus shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the performance of this Agreement. Such costs and expenditures shall be supported by time records, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, CivicPlus shall make available to the City and/or its designees all of its records with respect to all matters covered under this Agreement. CivicPlus will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records.

If CivicPlus performs an independent audit of business financial records, CivicPlus shall require the company or auditor to comply with all applicable GAAP standards that have been developed by the American Institute of Certified Public Accountants.

SECTION 11. MISCELLANEOUS

A. Non-Discrimination. CivicPlus 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.

B. Remedies. The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against the exercise of such right.

C. Entire Agreement. This Agreement, together with all Exhibits referred to herein, represents the entire and integrated Agreement between the City and CivicPlus and supersedes all prior negotiations, representations, and Agreements regarding the subject hereof, whether oral or written.

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

CivicPlus, its employees and any approved sub-contractors performing 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. Further, CivicPlus shall be responsible to withhold and pay, or cause such agents and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

CivicPlus acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

E. Amendment. This Agreement may be amended by mutual agreement between the City and CivicPlus. Any such amendment shall be reduced to a writing, which makes specific reference to this Agreement, and must be executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

F. Applicable Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, CivicPlus irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

G. Political Contributions. CivicPlus affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

H. Notices. Any notice required under this Agreement shall be deemed to have been given on the date actually received or forty-eight (48) hours having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever occurs earlier. Either party may change its address from time to time by written notice given in this manner.

If to the City:

City of Dayton, Ohio
Department of Public Affairs
101 W. Third Street
Dayton, OH 45402

If to CivicPlus:

Icon Enterprises, Inc. dba CivicPlus
302 S 4th Street
Manhattan, KS 66502

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF DAYTON

_____
City Manager

_____
Date

CIVICPLUS, LLC.

_____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

TO_____
SHEETS_____

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

_____, 2020

Min./Bk.:_____ Page:_____

_____
Clerk of the Commission

Exhibit A

Scope of Services

CivicPlus, LLC. dba CivicPlus ("CivicPlus") shall perform the following:

Ongoing Protection Services. CivicPlus agrees to grant the City license to utilize the CivicEngage GCMS® system in consideration of the payment described herein and access to system enhancements, maintenance and optimization updates through the GCMS® to keep the City's website up to date with the latest features and functionality. CivicPlus will provide redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and recurring training as arranged by CivicPlus.

Four Department Header Packages. CivicPlus agrees to continue to host four (4) department header packages.

1 Day (up to 8 hours) virtual training

Design Center Pro. CivicPlus agrees to grant the City access to the Design Pro software. **The City acknowledges that Design Center Pro is a powerful enterprise design solution that can damage website or software functionality if used improperly, and additional fees may apply in the event CivicPlus resources are needed to remedy issues caused by improper use of Design Center Pro.**

BACK

City Manager's Report

3

From **6210 - Police Director**

Date **February 12, 2020**

Expense Type **Service Agreement**

Total Amount **$16,878.00 thru 2/28/2021**

Supplier, Vendor, Company, Individual

Name **LeadsOnline, LLC**

Address **6900 Dallas Parkway, Suite 825**
Plano, TX 75024

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Federal Law Enforcement Trust Fund	28150-6210-1143-71	$16,878.00

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

Description

Pawn Shop Database for Law Enforcement Investigations

The City of Dayton, Department of Police, requests approval for the attached Renewal of Agency Agreement with LeadsOnline, LLC.

This vendor offers access to a nationwide electronic database for the primary purpose of identifying stolen merchandise and/or persons involved in various criminal activities. Law Enforcement agencies across the county and nationwide have been using this system to help track and identify stolen merchandise and property that frequently ends up in pawn shops.

The Renewal of Agency Agreement offers a one (1) year extension. The current contract will expire on February 29, 2020.

The Renewal has been approved as to form and correctness by the Law Department.

A Certificate of Funds is attached in the amount of $16,878.00.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-1659

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

_____ New Contract X Renewal Contract _____ Change Orders

Contract Start Date	3/1/2020
Expiration Date	2/28/2021
Original Commission Approval	$ 16,878.00
Initial Encumbrance	$ 16,878.00
Remaining Commission Approval	$ -

Original CT/CF	CT18-1659
Increase Encumbrance	
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $16,878 Fund Code 28150 - 6210 - 1143 - 71 - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: _____ Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: _____ Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: _____ Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: LeadsOnline, LLC

Vendor Address: 6900 Dallas Parkway, Suite 825 (Street) Plano (City) TX (State) 75024 (Zipcode + 4)

Federal ID: 421720332

Commodity Code: 91503

Purpose: LeadsOnline will continue to provide access to a nationwide electronic database for the primary purpose of identifying stolen merchandise and/or persons involved in various criminal activities. This is the third year of a three year contract period. The funds are for services beginning March 1, 2020 through February 28, 2021.

Contact Person: Sgt.King x7450 / **M. Beaty x1099** EPOD/Chief's Office (Department/Division) 1/27/2020 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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.

for [signature] Finance Director Signature 01/31/2020 Date

[signature] CF Prepared by 01/31/2020 Date CT20-1659 CF/CT Number

1/31/2020

RENEWAL OF AGENCY AGREEMENT FOR
LeadsOnline LLC

THIS FIRST RENEWAL FOR AGENCY AGREEMENT ("First Renewal"), dated _____, 2020, and is between the City of Dayton, Ohio ("City") and LeadsOnline LLC (LeadsOnline).

WITNESSETH THAT:

WHEREAS, on March 8, 2017, the Commission of the City of Dayton approved an "Agency Agreement" ("Agreement"), under which LeadsOnline provides a web site for confidential law enforcement investigations ("Services") on behalf and for the City of Dayton, Department of Police; and

WHEREAS, the initial term of the Agreement expires on February 29, 2020; and

WHEREAS, pursuant to Section 5. Term, Article 5.2 of the Agency Agreement, the Agreement may be renewed, upon mutual agreement for an additional one-year term; and

WHEREAS, the City and LeadsOnline desire to renew for a one-year term and amend said Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and LeadsOnline agree to the first renewal of the Agreement as follows:

1. The parties hereby agree to renew the Agreement, and that the First Renewal of the Agency Agreement shall commence on March 1, 2020 and shall expire on February 28, 2021 ("Term"), unless terminated earlier as provided in Paragraphs 5.2 through 5.5 of the Agreement.

2. Except as modified by this Renewal, the terms of the Agency Agreement and Attachment 'A'; Scope of Work and Annual Subscription Fee shall continue and remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City and LeadsOnline LLC, each by a duly authorized representative, have executed this First Renewal as of the date first above written.

CITY OF DAYTON

_____
City Manager

LEADSONLINE LLC

_____
Dave Finley, CEO

APPROVED BY:

_____
Director and Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2020

Min./Bk. _____ Pg. _____

_____
Clerk of Commission

City Manager's Report

6.

From **6210 - Police Director**

Date **March 8, 2017**

Expense Type **Service Agreement**

Total Amount **$50,634.00 thru 2/29/20**

Supplier, Vendor, Company, Individual

Name **LeadsOnline, LLC**

Address **6900 Dallas Parkway, Suite 825**
Plano, TX 75024

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Federal Law Enforcement Trust Fund	28150-6210-1143-71	$50,634.00

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

Description

The City of Dayton, Department of Police requests approval to enter into the attached Service Agreement with LeadsOnline, LLC.

This vendor offers access to a nationwide electronic database for the primary purpose of identifying stolen merchandise and/or persons involved in various criminal activities. Law Enforcement agencies across the county have been using this system to help track and identify stolen merchandise and property that frequently ends up in pawn shops.

The Agreement offers a three (3) year term, pending availability of funding. The current Agreement expired February 28, 2017, and the new Agreement will be effective upon Commission approval.

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

A Certificate of Funds is attached in the amount of $16,878 to cover the first year expenses. The remainder of the funds will be encumbered pending annual budget availability.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

March 8, 2017

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUND

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

____ New Contract ____ Renewal Contract X Change Orders

Contract Start Date	03/01/19
Expiration Date	02/28/20
Original Commission Approval	$ 50,634.00
Initial Encumbrance	$ 33,756.00
Remaining Commission Approval	$ 16,878.00

Original CT/CF	CT18-1659
Increase Encumbrance	$ 16,878.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $16,878 Fund Code 28150 - 6210 - 1143 - 71 - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: LeadsOnline, LLC

Vendor Address: 6900 Dallas Parkway, Suite 825 Plano TX 75024
Street City State Zipcode + 4

Federal ID: 421720332

Commodity Code: 91503

Purpose: LeadsOnline will continue to provide access to a nationwide electronic database for the primary purpose of identifying stolen merchandise and/or persons involved in various criminal activities. This is the third year of a three year contract period. The funds are for services beginning March 1, 2019 through February 29, 2020.

Contact Person: Sgt.Clark x1212 / **M. Beaty x1099** CPOD/Chief's Office 1/8/2019
Department/Division Date

Originating Department Director's Signature: Mark C. Estrada 1/9/19

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 appropirated 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 1-14-19
Date

Aaron T. Rosenberg 1-10-2019 CT19-1659
CF Prepared by Date CF/CT Number

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

____ New Contract ____ Renewal Contract X Change Orders

Contract Start Date	03/01/18
Expiration Date	02/28/19
Original Commission Approval	$ 50,634.00
Initial Encumbrance	$ 16,878.00
Remaining Commission Approval	$ 33,756.00

Original CT/CF	CT17-1659
Increase Encumbrance	$ 16,878.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ 16,878.00

Required Documentation

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

Amount: $16,878

Fund Code 28150 - 6210 - 1143 - 71 - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: LeadsOnline, LLC

Vendor Address: 6900 Dallas Parkway, Suite 825 Plano TX 75024
Street City State Zipcode + 4

Federal ID: 421720332

Commodity Code: 91503

Purpose: LeadsOnline will continue to provide access to a nationwide electronic database for the primary purpose of identifying stolen merchandise and/or persons involved in various criminal activities. This is the second year of a three year contract period. The funds for year two will be encumbered for services beginning March 1, 2018 through February 28, 2019. The third and final contract year will be encumbered based on budget availability.

Contact Person: Sgt.Clark x1212 / **M. Beaty x1099** CPOD/Chief's Office 1/16/2018
Department/Division Date

Originating Department Director's Signature: Mark G Estes 1/17/18

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 appropirated 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 1-22-18
Date

CF Prepared by Melissa Leyseth 1-22-18 CT18-1659
Date CF/CT Number

1/17/18 SM

CERTIFICATE OF FUNDS

CT17-1659

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	03/01/17
Expiration Date	02/28/18
Original Commission Approval	$ 50,634.00
Initial Encumbrance	$ 16,878.00
Remaining Commission Approval	$ 33,756.00

Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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

Amount: $16,878

Fund Code 28150 - 6210 - 1143 - 71 - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: LeadsOnline, LLC

Vendor Address: 6900 Dallas Parkway, Suite 825 Plano TX 75024
Street City State Zipcode + 4

Federal ID: 421720332

Commodity Code: 91503

Purpose: LeadsOnline will continue to provide access to a nationwide electronic database for the primary purpose of identifying stolen merchandise and/or persons involved in various criminal activities. This is a new contract period based on three-years. The funds for year one are encumbered for services beginning March 1, 2017 through February 28, 2018. Follow on years will be encumbered based on budget availability.

Contact Person: Sgt. Steven Clark CPOD/Chief's Office 2/21/2017
Department/Division Date

Originating Department Director's Signature: 2/21/17

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 appropirated 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 2.24.17
Date

CF Prepared by 2/23/17 CT17-1659
Date CF/CT Number

SA 2-22-17

LeadsOnline
Catching crooks and cooks since 2000

6900 Dallas Parkway, Suite 825, Plano, TX 75024 leadsonline.com T 972-361-0900 F 972-361-0901 TF 800-311-2656

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated March 17, 2017 ("Effective Date") is made between City of Dayton ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.

1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.

1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.

1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.

1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

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6900 Dallas Parkway, Suite 825, Plano, TX 75024 leadsonline.com T 972-361-0900 F 972-361-0901 TF 800-311-2656

2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.

2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.

2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.

2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.

2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.

2.7 Agency agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads' System, Agency will consider factors including but not limited to i)whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads' System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency's response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.

2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.

2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible

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compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.) , as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it has a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is

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provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect until February 29, 2020 (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term by mutual written agreement.

5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

5.5 Upon termination of this Agreement and the services described herein and 30 days prior to termination by either party for any reason, Agency may request and Leads will provide transaction Data uploaded by Agency personnel to Leads' System during the previous three years. This Data will be saved in a comma delimited file within 30 days of such termination in a secure FTP folder accessible to Agency, and will remain accessible for Agency to retrieve for 30 days. By making such request, Agency authorizes and directs Leads to transfer Data that is unrelated to crimes and accepts full responsibility for any use or misuse of Data.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR**

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ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

6.2 **IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

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7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Montgomery County, Ohio.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: 3/6/17

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

City of Dayton, Ohio

Signature: _____

Print Name: Joseph D. Parlette

Title: Deputy City Manager

Date: 3/17/17

Address: 335 West Third Street
Dayton, Ohio 45402

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

March 3, 2017

Min./Bk. I-14 Page _____

Rachella Lavender
Clerk of the Commission

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LeadsOnline
Catching crooks and cooks since 2000

6900 Dallas Parkway, Suite 825, Plano, TX 75024 leadsonline.com T 972-361-0900 F 972-361-0901 TF 800-311-2656

AGENCY AGREEMENT – Attachment 'A'

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 300
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Submit lists of known suspects (file upload) 2,000 entries	✓
Submit lists of stolen property (file upload) 2,000 entries	✓
Online reporting System for scrap metal dealers	✓
Statement Analyzer	✓
CompStat mapping System	✓
Total Fixed Annual subscription fee due on March 1, 2017 and on or before each anniversary thereof during the Initial Term	**$16,878**

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BACK

City Manager's Report

4.

From **6210 - Police Director**

Date **February 12, 2020**

Expense Type **Service Agreement**

Total Amount **$35,895.96 (thru 2/28/21)**

Supplier, Vendor, Company, Individual

Name **LexisNexis Risk Solutions FL, Inc.**

Address **1000 Alderman Drive**
Alpharetta, GA 30005

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-1166-71	$35,895.96

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

Description

Accurint Virtual Crime Center Online Subscription Services

The Department of Police requests permission to enter into a new 2020 Agreement for $35,895.96 with LexisNexis Risk Solutions FL, Inc. for Accurint Virtual Crime Center subscription. DPD's existing agreement with LexisNexis Risk Solutions FL, Inc., will end February 29, 2020. The Agreement will continue supports for the more extensive law enforcement information functionality via the Accurint subscription service and will enhance criminal investigations and further the homeland security mission.

This Agreement will renew upon Commission approval or March 1, 2020 and expire on February 28, 2021.

The Department of Law approved this Agreement and Commission approved this original Agreement January 14, 2019.

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CD 20-2245

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

_____ New Contract X Renewal Contract _____ Change Orders

Contract Start Date	03/01/20
Expiration Date	02/28/21
Original Commission Approval	$ 35,895.96
Initial Encumbrance	$ 29,913.30
Remaining Commission Approval	$ 5,982.66

Original CT/CF	CT20-2245
Increase Encumbrance	
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Seq. 1

Amount: $29,913.30

Fund Code 10000 - 6210 - 1166 - 71 - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: LexisNexis Risk Solutions FL Inc.

Vendor Address: 1000 Alderman Dr. (Street) Alpharetta (City) GA (State) 30005 (Zipcode + 4)

Federal ID: 41-1815880

Commodity Code: 92002

Purpose: This vendor provides services which allow Law Enforcement to utilize online subscription services for criminal investigations. This is an ongoing subscription service from Lexis Nexis specifically for Law Enforcement. This will utilize funding beginning March 2020 through February 28, 2021.

Contact Person: Lt. P. Saunders/M. Beaty-x1099 Tech Unit/Chief's Office (Department/Division) 1/30/2020 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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 Signature 02/03/2020 (Date)

Tonia Williams
CF/Prepared by 02/03/2020 (Date) CD20-2245 (CF/CT Number)

2/3/2020

LexisNexis Risk Solutions

SCHEDULE A
Accurint Virtual Crime Center
Online (Subscription)

Customer Name:	**City of Dayton Ohio**
Billgroup #:	**ACC-1410434**
LN Account Manager:	**Randall Smith**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning March 1, 2020 and ending February 28, 2021 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES

2.1 Subscription Fees: Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN $35,895.96 ("AVCC Annual Subscription Fee"), to be invoiced in twelve (12) equal monthly installments of $2,991.33 per month, in exchange for unlimited use of Accurint Virtual Crime Center, Accurint Crime Analysis, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.3) and Accurint for Law Enforcement Mobile.

2.2 Accurint for Law Enforcement Plus Premium Features: Email, Real Time Phones, Real Time MVR and Virtual Identity Search & Report.

2.3 Accurint for Law Enforcement Plus Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.2.

2.4 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule. Excluded Features will be disabled when Customer's account is set up. Please contact your account manager at any point to have Excluded Features enabled.

Advanced Sexual Offender Search
Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Court Search Wizard
Dun & Bradstreet Global Market Identifiers
DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
Identity Authenticate
Identity Verification
Law Enforcement Location Report
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.5 Fee Increases: At the end of each Year, all fees herein will be increased no more than 3.00 %.
2.6 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above. Under the terms set forth herein, LN agrees that Customer will not be invoiced an amount greater than $2,991.33 each month. In the event Customer enables any Excluded Features, LN reserves the right to negotiate the fees due hereunder.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **February 29, 2020**.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

AGREED TO AND ACCEPTED BY: City of Dayton Ohio

Signed: _____

Name: Shelley Dickstein

Title: City Manager

Date: _____

APPROVED:

Signed: _____
Title: Chief of Police

AGREED AS TO FORM AND CORRECTNESS:

Signed: _____ for

City Attorney

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

_____, 2020

Min./Bk. _____ Pg. _____

_____
Clerk of Commission

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Accurint for Law Enforcement Plus

(Updated January 16, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES	**PRICE**
Accurint Mapping (Charged per layer)	$0.00
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Advanced Sexual Offender Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Boolean Search	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Driver Licenses	$0.00
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Certifications (Report Included)	$0.00
Federal Civil Court Records Search	$0.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
Internet Domains	$0.00
Liens & Judgments	$0.00
Lineup	$0.00
Marriages / Divorces Search	$0.00
Motor Vehicles Search	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Motor Vehicles Report	$0.00
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
NPI Data Search	$0.00
NPI Report	$0.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News	$0.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00
-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Person Search	$0.00
Phones Plus	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Phone Search	$0.50
Relavint Plus Link Analysis (per diagram)	$0.00
Reverse Lookup	$0.00
Sexual Offenders (Report Included)	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Watercraft	$0.00
Watercraft Report	$0.00
Wildcard Search	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report	$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Law Enforcement Location Report (charged per search)	$1.00
Relatives, Neighbors, & Associates Report	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-Internet Domain Names	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.50
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of	$0.50

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Batch Person Search	$0.50
Batch Telephone	$0.10
Deceased Person	$0.25
Real Time Phone Search	$0.50

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00
Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Disclosed Entity Service	$0.00
Driver Licenses	$0.00
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search	$0.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
Internet Domains	$0.00
Law Enforcement Location Report (charged per search)	$1.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
MVR Wildcard Search	$0.00
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Data Search	$0.00
NPI Report	$0.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00
-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
Sexual Offenders (Report Included)	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report	$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Accurint for Law Enforcement Mobile

(Updated August 15, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Search	$0.00
Business Search	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
Phones Plus	$0.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Real Time Phone Search	$0.00
Reports	
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

[redacted] CERTIFICATE OF FUN[redacted]

CT20-2245

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

_____ New Contract _____ Renewal Contract X Change Orders

Contract Start Date	02/01/19
Expiration Date	02/29/20
Original Commission Approval	$ 34,850.00
Initial Encumbrance	$ 29,813.70
Remaining Commission Approval	$ 5,036.30

Original CT/CF	CT19-2245
Increase Encumbrance	$ 5,036.30
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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

Seq. 1

Amount: $5,036.30

Fund Code 10000 - 6210 - 1166 - 71 - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: LexisNexis Risk Solutions FL Inc.

Vendor Address: 1000 Alderman Dr. Alpharetta GA 30005
Street City State Zipcode + 4

Federal ID: 41-1815880

Commodity Code: 92002

Purpose: This vendor provides services which allow Law Enforcement to utilize online subscription services for criminal investigations. This is an ongoing subscription service from Lexis Nexis specifically for Law Enforcement. This will utilize funding

Contact Person: Lt. P. Saunders/M. Beaty-x1099 Tech Unit/Chief's Office 12/11/2019
Department/Division Date

Originating Department Director's Signature: Lt. Ca. [signature] for

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] 12/17/19
Finance Director Signature Date

Laurie Williams 12/16/19 CT20-2245
CF Prepared by Date CF/CT Number

12/13/19
[signature]

City Manager's Report

6.

From **6210 - Police Director**

Date **January 23, 2019**

Expense Type **Service Agreement**

Total Amount **$34,850.00 (thru 2/29/20)**

Supplier, Vendor, Company, Individual

Name **LexisNexis Risk Solutions FL, Inc.**

Address **1000 Alderman Drive**
Alpharetta, GA 30005

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-1166-71	$34,850.00

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

Description

Accurint Virtual Crime Center Online Subscription Services

The Department of Police requests permission to enter into a new 2019 Agreement for $34,850.00 with LexisNexis Risk Solutions FL, Inc. for Accurint Virtual Crime Center subscription. DPD's existing agreement with LexisNexis Risk Solutions FL, Inc., was recently extended through January 31, 2019. The new Agreement formally removes the Social Media functions which were discontinued in October 2018. This new Agreement also supports more extensive law enforcement information functionality via this subscription service and will enhance criminal investigations and further the homeland security mission.

This Agreement will begin upon Commission approval and expire on February 29, 2020.

The Department of Law has reviewed this Agreement, which includes Schedule A: Accurint Virtual Crime Center Online, LexisNexis Master Terms and Conditions-Government and the Accurint Virtual Crime Center Addendum, and has approved all as to form and correctness.

A Certificate of Funds is attached.

Signatures/Approval

Division Mark Eaton

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

Accurint Virtual Crime Center Addendum

This Accurint Virtual Crime Center Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting (the "Customer Data Contribution").
3. LN's obligations.
   a. LN agrees to provide PSDEX information to Customer.
   b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
4. Customer obligations.
   a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
   b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
   c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
   d. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
   e. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer.

      Name: Lt. Paul Saunders
      Title: Technical Unit Supervisor
      Address: Dayton Police Dept.
      335 West Third St.
      Phone: 937-333-1003
      Fax:
      Email: paul.saunders@daytonohio.gov

   f. Customer agrees that it will access information contributed to PSDEX by other customers only through LN.
   g. Customer agrees that LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT**. Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and

distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or information services provided by LN.

2. **GOOGLE GEOCODER.** LN used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies.
4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.
5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by LN and remain accessible by the general public and/or other PSDEX customers in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): OH0570200

CUSTOMER: City of Dayton and Dept. of Police

Signature:
Print: for Shelley Dickstein
Title: City Manager
Date: 1/25/19

Signature:
Print: Richard S. Biehl
Title: Chief of Police
Date: 1/23/19

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of LexisNexis Risk Solutions FL Inc.

LexisNexis Risk Solutions FL Inc.

Signature:
Print: Haywood Talcove
Title: CEO (LNSSI)
Date: 1/15/19

Reviewed by Legal 1/15/19

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

January 23 20 19 Min. Book 115 Page ___
Rachella Lauenstein
CLERK OF THE COMMISSION

APPROVED AS TO FORM AND CORRECTNESS
CITY ATTORNEY

JCM

LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government (the "**Master Terms**") are entered into as of _____ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc.** ("**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and **City of Dayton, Ohio** ("**Customer**"), with its principal place of business located at 101 W. Third St., Dayton, OH 45401, each individually referred to as the "**Party**" and collectively as the "**Parties**." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as "**LN**").

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "**LN Services**"); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **SCOPE OF SERVICES/CUSTOMER CREDENTIALING**. Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "**Schedule A**"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "**GLBA**"), and is regulated by the GLBA ("**GLBA Data**"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as

defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and is regulated by the DPPA ("**DPPA Data**"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "**QA Data**"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: www.lexisnexis.com/terms/risksupp, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: http://www.lexisnexis.com/terms/general.aspx (the "**L&P Terms**"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("**MVR Data**") from LN, without in

any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

(a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.

(b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.

(c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) Economic Sanctions Laws. Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) Software. To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost,

stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE**. LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY**. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under

applicable law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A, unless disputed. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date, unless disputed. Any balance owed and not timely paid will accrue interest at the rate of four percent (4%) per annum. Any fees invoiced to Customer that are the subject of a good faith dispute shall not be due or payable until the dispute is resolved and will not be subject to any interest herein unless it is determined such fees were invoiced correctly.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "**Schedule A Term**") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. **ASSIGNMENT**. Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person

claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

15. **INDEMNIFICATION.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER INFORMATION.** Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("**FDCPA**") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE**. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES**. LN may provide the LN Services to Customer's wholly owned subsidiaries ("**Subsidiaries**"), in LN' sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS**. If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

AUTHORIZATION AND ACCEPTANCE OF TERMS

The undersigned certify that they are executing these Master Terms as the authorized representative of Customer and Lexis Nexis, respectively, and have the authority to bind each and have direct knowledge of and affirm all facts and representations made above.

CUSTOMER:

Signature

Print Name Joseph D Parlette

Title Deputy City Manager

Dated 1/25/19 (mm/dd/yy)

LN:

Signature

Print Name Haywood Talcove

Title CEO (LNSSI)

Dated 1/15/19 (mm/dd/yy)

Reviewed by Legal 1/15/19

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

JCM

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

January 23 20 19 Min. Book 115 Page

Rachella Lawender

CLERK OF THE COMMISSION

BACK

City Manager's Report

5.

From **6480 - PW/Property Management**

Date **February 12, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **$470,964.00 thru 12/31/2021**

Name **Bilbrey Construction, Inc.**

Address **832 S. Ludlow Street**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Facilities Improvements	40003-6480-1425-54	$248,630.00
City Hall HVAC Replacement	49003-6480-1425-54	$130,000.00
City Hall Sixth & Fourth Floor Renovations	49011-6480-1425-54	$92,334.00

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

Description

PROFESSIONAL DESIGN BUILD SERVICES FOR CITY HALL RENOVATIONS - FIRST AMENDMENT

The Department of Public Works requests approval for a first amendment to the City's agreement with Bilbrey Construction, Inc. for professional design build services for City Hall renovations. This amendment is to include the additional HVAC design services for the proposed call center, the construction of the proposed call center, and to begin design services for the proposed renovations to the sixth and fourth floors. During the design of the proposed call center, it was determined that the existing HVAC infrastructure would not properly heat the area to be constructed as we are adding two newly walled-in rooms; completely isolating them from the heat sources in this area. We have also worked with Bilbrey Construction, Inc. to develop a proposed call center construction budget to include the following Procurement Enhancement Program (PEP) goals: 13.88% MBE Participation and 4.94% WBE Participation. This First Amendment will also give authority to begin necessary design services for the sixth and fourth floor renovations.

This project is fully funded from the Facilities Improvements Capital Fund, City Hall HVAC Replacement Fund, and the City Hall Sixth & Fourth Floor Renovations Fund.

The agreement commences upon execution by the City and shall terminate on December 31, 2021.

The agreement has been approved by the Department of Law as to form and correctness. A Certificate of Funds is attached for $470,964.00.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/21
Original Commission Approval	$ 483,464.00
Initial Encumbrance	$ 12,500.00
Remaining Commission Approval	$ 470,964.00

Original CT/CF	CT192324
Increase Encumbrance	$ 470,964.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

____ Initial City Manager's Report
____ Initial Certificate of Funds
____ Initial Agreement/Contract

____ Copy of orignal City Manager's Report
____ Copy of Original Certificate of Funds

Amount: $ 248,630.00	Amount: $ 130,000.00
Fund Code 40003 - 6480 - 1425 - 54 - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)	Fund Code 49003 - 6480 - 1425 - 54 - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)
Amount: $ 92,334.00	Amount:
Fund Code 49011 - 6480 - 1425 - 54 - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: Bilbrey Construction, Inc.

Vendor Address: 832 S. Ludlow Street, Dayton, Ohio 45402
Street City State Zipcode + 4

Federal ID: 311167970

Commodity Code: 90600

Purpose: The first amendment is for professional design build services for City Hall renovations.

Contact Person: Chatan Robinson | Public Works/Property Management Department/Division | 1/31/2020 Date

Originating Department Director's Signature: Thomas J Kitchen Jr

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 appropirated 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 | 02/04/2020 Date

CF Prepared by Jamie Williams | 02/04/2020 Date | CT20-2324 CF/CT Number

SA 02/04/2020

RECEIVED
2020 FEB -4 PM 12:40

FIRST AMENDMENT TO
DESIGN SERVICES AGREEMENT

This First Amendment to design services agreement, is entered into this ____ day of _____, 2020 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Bilbrey Construction, Inc. (hereinafter referred to as "Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on July 31, 2019 for Professional Design Build Services for City Hall Renovations at 101W. Third Street, Dayton, Ohio; and,

WHEREAS, during design of the proposed first floor call center, it was discovered that the existing HVAC system was past its useful life and would be unable to properly heat and cool the area once constructed; and,

WHEREAS, it was necessary to include HVAC design services to include the installation of a new HVAC system for this area; and,

WHEREAS, based upon the approved design for the first floor call center, the Consultant has provided a cost proposal for the construction; and,

WHEREAS, in an effort to maintain the City Hall Renovations schedule, it is necessary to begin the design services for the sixth floor & fourth floor renovations; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, The City and Consulatant hereby agree to amend the Agreement as follows:

Section 1. Article One, Services To Be Performed, is hereby deleted in its entirety and replaced with the following:

ARTICLE I-SERVICES TO BE PERFORMED

Consultant shall conduct a current site survey, create various floor plan designs, and prepare construction plans and specifications for the design of a centralized call center on the first floor of City Hall at 101 W. Third Street, Dayton, Ohio. The Consultant shall perform and/or address the following:

Scope of Services:

1. Initial coordination with the City: Scheduling of field survey (investigation) will be discussed, code review, and any available as-built or original construction drawings will be requested and provided.
2. Review any available drawings provided by the City.
3. Meet with City to review the first floor & call center requirements for the proposed floor plan designs.
4. Develop and provide at least two to three designs including construction cost estimates for review by the City.
5. After final design selection by the City, work to the floor plan design and associated construction cost estimates, plans, and specifications.
6. Present final construction costs estimates, plans, and specifications to the City for final review.
7. Provide additional design services for providing a new variable refrigerant flow ("VRF") HVAC system for the first floor call center for a price of $3,630.00.
8. Furnish all labor, material, equipment, and supervision necessary to complete the above first floor call center construction on a straight-time basis for a price of $375,000.00 This would be constructed in the northern corridor of the first floor and include the following:

a. The above price includes all work in accordance with App Architecture drawings (complete set, 14 sheets) dated November 13, 2019.
   i. This would include the installation of two new enclosed rooms for the proposed call center and Treasury staff with acoustical walls & flooring to limit noise echoing.
   ii. Removal of the existing HVAC unit, air devices, and much of the existing duct system in this area.
   iii. Removal of the existing ceiling grid system.
   iv. Removal and storage of all existing light fixtures to be reinstalled.
   v. Installation of the new HVAC system, ceiling grid, and the existing light fixtures based upon a new floor layout to include the proposed rooms.
   vi. Installation of necessary electrical outlets for the new workstation locations, electrical feeders for the new VRF units, removal of existing electrical wiring, and other incidental electrical items.
   vii. Removing and installing new fire alarm devices.
   viii. Peforming other planned work incidental thereto.
b. This work shall be performed with the following clarifications:
   i. The City will have this area cleared of all computers, furniture, personal effects, files, etc. so this work can be efficiently performed. This may include relocating these items to various sections within this area to avoid the proposed construction.
   ii. The files in the storage room can remain and will be covered during construction.
   iii. The freight elevator in the northeast corner can be used, if operational, by the Consultant and any other Contractors during construction. The southeastern corner stairs will be used for access as well.
   iv. The asbestos that is located in the sevice door and pipes in the chase near the entance into this area will not be disturbed. An allowance of $2,000.00 to abate floor tile in the north mechanical room, per Helix's report, is included. New resilient floor tile and base will be installed in this room.
   v. Existing floors will be protected with Masonite during construction.
   vi. A dumpster will be located on the west side of North Ludlow Street, in the parking lane, adjacent to City Hall. Necessary permits are included in this proposal.
   vii. An allowance of $4,000.00 is included for the general building permit.
   viii. This proposal includes performance and payment bonds.
   ix. All sales tax is excluded.
   x. The Consultant shall make a concerted effort to meet the Department of the Human Relations Council ("HRC") goals. These goals are to be met by the following:
      1. Cardinal Diversity Group,: $48,590.00 (13.88% MBE Participation)
      2. Titan Commercial Flooring, Inc.: $9,274.00 (2.65% WBE Participation)
      3. Perry Interiors, Inc.: $8,000.00 (2.29% WBE Participation)

      For a total participation goal of 13.88% MBE & 4.93% WBE participation. This plan has been reviewed and approved by HRC, a copy of which is attached hereto as Exhibit A.
   xi. This proposal includes daily and final clean-up, temporary protection, supervision, safety, project management, permits, tacky mats, general liability and builders risk insurance, overhead, and profit.
   xii. This proposal includes a contingency allowance of $24,912.00 for hidden or unforeseen conditions.

9 During construction of the proposed call center on the first floor, the Consultant shall also begin design services for the necessary sixth & fourth floor renovations. The Consultant shall furnish all labor, material, equipment, and supervision necessary to complete the above sixth floor & fourth floor design on a straight-time basis for a price of $92,334.00. This fee is based off of the original RFP and subsequent meetings with City staff to determine the exact scope of work for each floor. This would include the following:

a. All necessary architectural, mechanical, electrical, & plumbing items for each floor. The design shall also include all technology pathways to feed systems furniture as well as any other necessary technology devices.
    i. All necessary technology cabling shall be completed by the City.
b. Continued Owner's meetings on a monthly basis throughout the design period.
c. Field measuring and verification of existing building conditions and creation of a computer-aided design (CAD) floor plans of the existing building area.
d. Review and apply applicable sections of the Ohio Building Code and Americans with Disabilities Act (ADA) requirements.
e. Coordinate with the City's systems furniture vendor.
f. Coordinate the work with the Consultant's HVAC subconsultant.
g. Develop construction documents suitable for building permit submission to the City.
h. Provide interior design services to select new finishes that match or coordinate with existing.
i. Provide coordination between the Consultant and all subconsultants for constructability questions, scheduling, and cost estimating services.
j. Provide future construction administration services for the eventual construction of the sixth and fourth floors that shall include:
    i. Submit final drawings and specifications to the City for a general building permit.
    ii. Answer questions during bidding.
    iii. Shop drawing review.
    iv. Attend bi-weekly meetings/site visits (12 included).
    v. Attend a punch list walk-through and create the project punch lists.
    vi. Create a final record drawings based upon construction as-builts and provide to the City.

All provisions contained in the "General Provisions of the Construction and Material Specifications of the City of Dayton, Department of Public Works, Division of Civl Engineering, Dated October 1, 2008", "Amendments to the city of Dayton General Provisions", "Project Specifications", and "Plans" are hereby embodied as part of this Agreement, a copy of which is attached hereto as Exhibit B.

It is further agreed that Consultant shall assume all responsibility for the work, and take all precautions preventing injuries to persons and damage to property on or about the work.

The City specifically reserves the right to deposit any disputed funds, payments, or claims into an escrow account and to discharge all or any further obligation by the City by reason of such deposit into escrow. All claims brought forward by Consultant must be brought forward immediately once they arise.

Any services not listed in this Agreement shall not be performed and compensated for unless it is agreed to in writing by both parties.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II-COMPENSATION

The City shall pay Consultant a sum not to exceed Four Hundred Eighty-Three Thousand Four Hundred Sixty-Four Dollars and Zero Cents ($483,464.00) for the Services actually provided in accordance with this agreement, as amended. Consultant may submit invoices to City monthly for services actually performed. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

Section 3. Article Three, Term, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This First Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2021, unless extended to a later date by a mutual written amendment to this First Amendment or teminated according to Article 6 of the Agreement.

Section 4. Article Twelve, Prevailing Wage Rate, is hereby added to this Agreement and shall state the following:

ARTICLE XII- PREVAILING WAGES

The Consultant shall pay the prevailing wage rates of the project locality, as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau to laborers and mechanics performing the work. Consultant shall comply with the provisions, obligations, and is subject to the remedies and penalties of the Ohio Revised Code Section 4115 relating to the payment of prevailing wages. Attached to this Agreement as Exhibit C are the current prevailing rates of wages as ascertained by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. City shall , within seven (7) business days after receipt of a notice of a change in prevailing rates, notify the Consultant of the change. The Consultant shall make the necessary adjustment in the prevailing wage rate and shall pay any wage increase during the term of the Agreement.

Within ten (10) days of the Consultant being notified to proceed with the Agreement, the Consultant shall provide the City's prevailing wage coordinator a schedule of dates during the term of the Agreement on which wages will be paid to employees working on the project.

Consultant shall also submit monthly payroll reports with each invoice for payment, which reports shall be certified by the Consultant that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. Consultant shall be responsible for submitting all payroll reports of the Consultant's subcontractors, containing the name, address, and social security number of each employee of the Consultant and the Consultant's subcontractors paid for the work. The payroll report shall list the number of hours each employee worked each day on the project during the reporting period, the total hours each week on the project, the employee's hourly rate of pay, job classification, fringe benefits, and all deductions from wages and net pay. The payroll report shall also list each fringe benefit and state if it is paid in cash to the employee or to a named plan. Consultant and the Consultant's subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the project.

Section 5. Article Thirteen, Liquidated Damages, is hereby added to this Agreement and shall state the following:

ARTICLE XIII- LIQUIDATED DAMAGES

The completion date bid for the construction of the call center shall be May 15, 2020. Failure to complete all Services within the Contract Completion, the City shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the table listed in the City of Dayton, Ohio Construction and Material Specifications (2008 Edition) specification 116.06, "Liquidated Damages" of $500 for each and every Day thereafter until Contract Completion, unless the Contractor timely requests and the city grants an extension of time in accordance with the Contract Documents. The amount of Liquidated Damages is agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the City, its taxpayers and the public would sustain. Liquidated Damages only replace the City's actual damages for delays, are not the City's exclusive remedy for breach by the Contractor and are not to be construed in any way as a limitation of any other rights or remedies available to the City under the Contract Documents or otherwise. If a delay of the critical path in completion of the Project occurs which is caused by the City and the Contractor concurrently, the applicable Liquidated Damages shall be apportioned, and the specific number of Days for which the City is solely responsible for shall be deducted from the total number of Days

of the concurrent delay used in calculating the Liquidated Damages and the Contractor shall pay Liquidated Damages for the remaining number of Days of delay. In addition to the amounts specified above, the City may charge the Contractor for all inspection regardless of any time extension.

A completion date bid for the design servics for the sixth & fourth floor renovations shall be August 1, 2020. Failure to complete all Services within the Contract Completion, the City shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the table listed in the City of Dayton, Ohio Construction and Material Specifications (2008 Edition) specification 116.06, "Liquidated Damages" of $250 for each and every Day thereafter until Contract Completion, unless the Contractor timely requests and the city grants an extension of time in accordance with the Contract Documents. The amount of Liquidated Damages is agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the City, its taxpayers and the public would sustain. Liquidated Damages only replace the City's actual damages for delays, are not the City's exclusive remedy for breach by the Contractor and are not to be construed in any way as a limitation of any other rights or remedies available to the City under the Contract Documents or otherwise. If a delay of the critical path in completion of the Project occurs which is caused by the City and the Contractor concurrently, the applicable Liquidated Damages shall be apportioned, and the specific number of Days for which the City is solely responsible for shall be deducted from the total number of Days of the concurrent delay used in calculating the Liquidated Damages and the Contractor shall pay Liquidated Damages for the remaining number of Days of delay. In addition to the amounts specified above, the City may charge the Contractor for all inspection regardless of any time extension.

Section 6. Article Fourteen, Contract Bond, is hereby added to this Agreement and shall state the following:

ARTICLE XIV – CONTRACT BOND

The contract bond labeled Exhibit D which is attached hereto and incorporated herein must be signed before this Agreement goes into effect.

Section 7. Except as amended by this First Amendment, all terms, covenants and conditions contained within the Agreement remain unchanged and in full force.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this First Amendment as of the date first above written above.

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

BILBREY CONSTRUCTION, INC.

Title

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

, 20

Min./Bk. Pg.

Clerk of the Commission

EXHIBIT A

HUMAN RELATIONS COUNCIL (HRC)
RECOMMENDATION MEMO

MEMORANDUM | DAYTON

January 16, 2020

TO: Andrew Marks
Department of Public Works

FROM: Erica Fields
Human Relations Council (HRC)

SUBJECT: **Dayton City Hall Renovations Project (Change Order)**

Bilbrey Construction, pursuant to a design build change order, submitted participation for a project that was not publically bid. They propose utilizing three (3) PEP-certified contractors in an attempt to meet the City and project's participation goals. The HRC would also note the contractor submitted evidence of "Good Faith Efforts" in an attempt to meet participation goals. No further verification was conducted by contract compliance as the awarding department selected this contractor. The HRC's contract compliance analysis has confirmed that Bilbrey Construction is an approved contractor in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative has indicated their adherence to fair hiring practices.

The recommended company to receive the aforementioned construction award is as follows:

	PERCENTAGE OF PARTICIPATION
Bilbrey Constuction	
A. MINORITY-OWNED BUSINESS ENTERPRISE	
Cardinal Diversity Group	13.88 %
B. WOMAN-OWNED BUSINESS ENTERPRISE	
Titan Flooring	2.65 %
Perry Interiors	2.29 %
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
TOTAL PARTICIPATION	18.82 % PEP

The attached participation verification letters should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1437.

EF

BACK

City Manager's Report

6.

From **6480 - PW/Property Management**

Date **February 12, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **$25,500.00 thru 12/31/2020**

Name **Oregon Group Architects**

Address **300 South Patterson Boulevard**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Safety Building Chiller Replacement	49012-6480-1153-54	$25,500.00

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

Description

DESIGN SERVICES FOR SAFETY BUILDING – FOURTH AMENDMENT

The Department of Public Works requests approval for a fourth amendment to the City's agreement with Oregon Group Architects for professional design, engineering and construction administration services for the Safety Building renovations. This amendment is recommended to include the design for the replacement of the existing chiller and cooling tower. During the existing Safety Building HVAC Improvements project, it was determined that the modular chiller and cooling tower were at the end of their useful lives and starting to fail. The Department of Public Works was recently awarded 2020 Capital Improvement Project funding to replace this equipment, and since Oregon Group Architects and their HVAC sub consultant are actively on site and familiar with the facility and project, we are requesting a fourth amendment to the contract to include the necessary design services to replace the chiller and cooling tower for continuity of services.

This project is fully funded using the Safety Building Chiller Replacement fund.
The current service agreement amount is $221,635.00. The Fourth Amendment, which totals $25,500.00, will increase the contract with Oregon Group Architects for the professional design, engineering, and construction administration services for Safety Building renovations to $247,135.00.

This agreement has been approved by the Department of Law as to form and correctness. A copy of the Fourth Amendment and the Certificate of Funds are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CD17-1682

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED** CORD #4

_____ New Contract _____ Renewal Contract X Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/20
Original Commission Approval	$ 247,135.00
Initial Encumbrance	$ 221,635.00
Remaining Commission Approval	$ 25,500.00

Original CT/CF	CD17-1682
Increase Encumbrance	$ 25,500.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

_____ Initial City Manager's Report
_____ Initial Certificate of Funds
_____ Initial Agreement/Contract

_____ Copy of orignal City Manager's Report
_____ Copy of Original Certificate of Funds

Amount: $ 25,500.00	Amount:
Fund Code 49012 - 6480 - 1153 - 54 - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects, Inc.

Vendor Address: Attn: Kyle Zepernick 300 S. Patterson Blvd., Dayton, OH 45402
Street City State Zipcode + 4

Federal ID: 311043860

Commodity Code: 91815

Purpose: The fourth amendment is for the chiller and cooling tower design services at the Safety Building located at 335 W. Third St., Dayton, Ohio

Contact Person: Chatan Robinson | Public Works/Property Management (Department/Division) | 1/30/2020 (Date)

Originating Department Director's Signature: Thomas J. Kaiser Jr.

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 appropirated 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 | 02/04/2020 (Date)

CF Prepared by Jonita Williams | 02/04/2020 (Date) | CD17-1682 (CF/CT Number) CORD #4

SA 02/04/2020

FOURTH AMENDMENT TO
DESIGN SERVICES AGREEMENT

This Fourth Amendment to design services agreement, is entered into this ____ day of _____, 2020 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Oregon Group Architects (hereinafter referred to as "Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, during construction it was determined that the existing modular chiller & roof top cooling tower are at the end of their useful lives; and,

WHEREAS, the Department of Public Works requested a 2020 Capital Improvement Project to replace the failing chiller and cooling tower; and,

WHEREAS, the Capital Improvement Board funding for the requested project; and,

WHEREAS, in an effort to maintain a continuity of services with the existing Consultant & their HVAC subconsultant; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, The City and Consulatant hereby agree that:

Section 1. Under this Fourth Amendment, the Consultant shall perform the following additional engineering services,

a. Conduct an on-site visit to review existing conditions.
b. Evaluate options for replacment including an air-cooled chiller versus water-cooled chiller & cooling tower.
c. Propose mechanical, electrical, and plumbing engineering as necessary for a design-build package to solicit a proposal from the existing contractor on the current Safety Building HVAC Improvements project.
d. Review the contractor's material submittals.
e. Assist with answering permit related questions from the City of Dayton Division of Building Inspection until the permit is approved.
f. Provide construction administration services for this additional work including answering RFI's, reviewing any change orders, attend two additional progress meetins, conduct two site visits during construction, and complete a final punchlist walk through at the completion of the work.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Two Hundred Forty-Seven Thousand One Hundred Thirty-Five Dollars and Zero Cents ($247,135.00) for the Services actually provided in accordance with this Agreement, as amended. Consultant may submit invoices to City monthly for services actually provided. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

Section 3. Article Three, of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Fourth Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2020, unless extended to a later date by a mutual written amendment to this Fourth Amendment or teminated according to Article 6 of the Agreement.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Fourth Amendment as of the date first above written.

CITY OF DAYTON, OHIO

City Manager

OREGON GROUP ARCHITECTS

Title President

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

_____, 20____

Min./Bk. _____ Pg. _____

Clerk of the Commission

City Manager's Report

7.

From **5540 - CS/Property Management**

Date **April 12, 2017**

Expense Type **Service Agreement**

Total Amount **$95,000.00(thru 12/31/18)**

Supplier, Vendor, Company, Individual

Name **Oregon Group Architects**

Address **300 S. Patterson Blvd**
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Capital Fund	49215-5540-1415-54	$95,000.00

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

Description

The Department of Central Services recommends the approval of a contract with Oregon Group Architects for design, engineering and construction administration services for replacement of the HVAC system at the Safety Building. The services include a comprehensive analysis of the buildings entire heating and cooling system, recommendations for replacement, specifications for work to be done and oversight of construction services.

The City provided public notice of the proposal, invited 54 entities to respond, and received five (5) proposals. All proposals were researched and evaluated. The proposal evaluation team determined the proposal from Oregon Group Architects to be the best and, therefore, recommends award of agreement to Oregon Group Architects.

A Certificate of Funds in the amount of $95,000.00 is attached.

The Agreement has been reviewed and approved by the Department of Law as to form and correctness. This Agreement shall commence upon execution by the City, and shall terminate on December 31, 2018.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Rachella Lavender
Clerk

April 12, 2017
Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CD17-1682

SECTION I - to be completed by User Department

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	04/12/17
Expiration Date	12/31/18
Original Commission Approval	$ 95,000.00
Initial Encumbrance	$ 95,000.00
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: $ 95,000.00 1. Fund Code 49215 - 5540 1415 - 54 - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: 2. Fund Code XXXX - XXXX - XXXX - XXX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: 3. Fund Code XXXX - XXXX - XXXX - XXX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: 4. Fund Code XXXX - XXXX - XXXX - XXX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects

Vendor Address: Attn: Kyle Zepernick300 S. Patterson Blvd Dayton OH 45402
Street City State Zipcode + 4

Federal ID: 311043860

Commodity Code: 91815

Purpose: Design Services for engineering, designing and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio

Contact Person: Joey Shope

~~Central Services~~/Director's Office
Department/Division

3/27/2017
Date

Originating Department Director's Signature: 06 Apr 2017

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 appropirated 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.

for Finance Director Signature — Lathan Lotton — 4/6/2017 Date

CF Prepared by — Chaton Robinson — 4-6-17 Date — CD17-1682 CF/CT Number

SIA 4-6-17

CITY OF DAYTON, CENTRAL SERVICES
DESIGN SERVICES AGREEMENT

THIS AGREEMENT, dated this 11 day of May, 2017 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and Oregon Group Architects ("Consultant"), a for-profit corporation operating in the State of Ohio.

WITNESSETH THAT:

WHEREAS, the City issued a Request for Proposal for Design Services for engineering, designing and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, Consultant responded to the City's Request for Proposal, setting forth that it is experienced and qualified to provide the design and consulting services, and is willing to provide such consulting services to the City; and,

WHEREAS, Consultant's response to the Request for Proposal has been accepted by the City.

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

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall design the replacement and renovation of the HVAC system, 4th Floor remodel, fire alarm upgrade, and necessary electrical work in the Safety Building at 335 W. Third Street, Dayton, Ohio, hereinafter referred to as the Project, described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response to the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.

Consultant shall perform and/or address the following as explicitly noted in Exhibits A and B:

A. Assess the condition of the building. Known issues are (not in priority order):
   1. Existing Penthouse air handler heating coil not working and remaining parts of unit in a condition of needing replacement.
   2. Air handler unit does not allow for variable speed control.
   3. Removal of air handler and replacement of the air handler will require general construction work at Penthouse including compliance with OBC safety regulations.
   4. Ductwork zoning system dampers not working and ductwork alterations unknown or needing alteration for proper air distribution.

5. Pneumatic control system leaking, the amount of thermostats still working is unknown and only partially operational. Elimination and removal of all pneumatic system is required.
6. No complete control system manages the heating and cooling mechanical equipment for all floors.
7. Penthouse east end heating unit for 4th Floor is not working.
8. Ground Floor package unit and 4 split package systems aging and using outdated refrigerant. Individual air conditioning units need to be replaced with an additional cooling loop off the chiller or a new single unit, possibly a heat pump, installed for cooling.
9. Existing fan coils need zoned by-pass. Currently entire system requires shut down to do individual fan coil work. Due to remodel some appear to be too large and some too small for the spaces they condition.
10. Safety Building electrical distribution system needs analysis to determine if more efficiency, even distribution and better dedication of circuits can be achieved.

B. Deliverables:

1. Consultants shall include a preliminary estimate for Penthouse air handler replacement, ductwork modifications, safety enhancements, digital control system, bypass system installation for fan coil units, replacement of all fan coil units including two in ceiling of the Records Section, and Ground Floor replacement of split package systems.
2. Analysis of the buildings entire heating and cooling system and recommendation of how to incorporate Ground Floor systems.
3. Documentation of existing ductwork with wall locations, dampers, diffusers, returns, etc. located on the plans. While the main trunks remain mostly intact the smaller duct runs have been altered over the years due to numerous remodels but no documentation was done.
4. Prepare plans of all floors indicating changes to ductwork, where changes are made to water piping and new valve locations.
5. Design and specifications for the new penthouse air handler.
6. Design and specification for modification to electrical distribution system.
7. Provide construction documents for the removal of building components, method of transportation into Penthouse and rebuilding for installation of new air handler.
8. Specify a non-propriety digital control system that can be accessed remotely for complete building mechanical operation.
9. Within six (6) weeks from start of contract successful proposer shall have analyzed existing building systems and present recommendations on how to proceed to City's Division of Facilities Management staff. Recommendation shall include Project's preliminary estimate of cost. Preliminary design review floor plans shall be provided. Additional eight (8) weeks for 50% review; six (6) weeks for 90% review. Consultant shall coordinate final construction documents with engineering department prior to issuing for bidding.
10. Consultant shall provide construction administration services including onsite inspection for verification that work is done in compliance with contract documents, answer

questions concerning work, shop drawing review, job meetings, recommendations to owner concerning changes to contractor(s) contract, address City concerns about workmanship and equipment warrantee periods, review and approve accuracy of "as built" documents prior to turn over to City.

All plans and drawings shall become the property of the City.

Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation.

The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Ninety-Five Thousand Dollars ($95,000.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the total project price submitted in the Proposal. Consultant may submit invoices to City for partial payment on a monthly basis.

ARTICLE III- TERM

This Agreement shall commence upon execution by the City and shall terminate automatically on _____, 2018, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article 6 of this Agreement.

ARTICLE IV- INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its elected officials, officers, 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 performance or non-performance of this Agreement and/or the acts, omissions or conduct of Consultant or its employees, agents, and representatives.

ARTICLE V- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain, at its sole cost and expense, and 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, insurance compliant with the following minimums:

1. General/Comprehensive liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate; and

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; and

3. Workers' compensation insurance, in such amounts as required by Ohio law, and Employer's liability insurance with a limit of Five Hundred Thousand Dollars ($500,000) for each occurrence; and

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

5. Errors and omissions insurance in the amount of Five Hundred Thousand Dollars ($500,000), to protect the City from any errors that Consultant or its employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

All policies of general/comprehensive liability insurance required herein shall name the City, its elected officials, officers, employees, agents, and volunteers as additional insured. All insurance policies, excluding Workers' compensation insurance, shall contain the requirement that the City be notified thirty (30) days in advance of any termination or diminution of coverage.

Within thirty (30) days of the execution of this Agreement, Consultant shall furnish the City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained herein.

Consultant shall provide the City with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of Services under this Agreement.

ARTICLE VI- TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform according to the terms of this Agreement. Consultant shall have

fifteen (15) calendar days from the date of the termination notice to cure or submit a plan to cure acceptable to the City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and the City shall pay Consultant only for those services accepted by the City.

The City may terminate or suspend performance of this Agreement for the City's convenience upon written notice to Consultant thirty (30) days before termination or suspension. If termination or suspension is for the City's convenience, upon restart, an equitable adjustment may be made to Consultant's compensation, if necessary. In the event of termination by the City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

In either event, Consultant shall terminate the Services according to a schedule acceptable to the City.

ARTICLE VII- COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Consultant:	Oregon Group Architects 300 S. Patterson Blvd. Dayton, Ohio 45402 Attention: Kyle Zepernick, President
City:	City of Dayton Department of Facilities Management 101 West Third Street Dayton, Ohio 45402 Attention: Dennis Thomas

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

ARTICLE VIII- NON DISCRIMINATION

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 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 the City to terminate this Agreement at its option.

ARTICLE IX- CONFIDENTIALITY

Either party may 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 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 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. 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 Article 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) that is or becomes publicly available through no breach of this Agreement by the other party, (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 a party to this Agreement.

ARTICLE X- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

Consultant shall retain its rights in 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 Consultant.

ARTICLE XI- GENERAL PROVISIONS

A. Waiver

A waiver by either the City or Consultant 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 will not affect the waiving party's rights with respect to any other or further breach.

B. Delay

Neither the City nor Consultant 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; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; 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 the City of Consultant 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

Consultant shall meet with the City's designees at such times designated by the City to review and discuss performance of this Agreement. Consultant shall cooperate with the City in all respects concerning the review and monitoring of Consultant's performance pursuant to this Agreement.

E. Independent Contractor

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

Consultant, its employees and any person retained or hired by Consultant 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, Consultant 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. Consultant 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

Consultant may 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 Paragraph shall prevent Consultant from employing independent consultants, 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 the City and Consultant.

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 the City and Consultant, approved by the City's Director of Central Services, 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, Exhibits A and B, the terms and conditions of this Agreement shall control.

J. Entire Agreement/Integration

This Agreement, together with Exhibits A and B, represents the entire and integrated agreement between the City and Consultant. 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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF DAYTON, OHIO

City Manager

OREGON GROUP ARCHITECTS, INC.

By:

Print: KELLY ZEGERMICK

Its: PRES.-OGA

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

April 12, 2017

Min. / Bk. I-14 Pg. 0573

Clerk of the Commission

CERTIFICATE OF FUNDS

CD17-1682
CORD#1

SECTION I - to be completed by User Department

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	10/11/17
Expiration Date	12/31/18
Original Commission Approval	$ 95,000.00
Initial Encumbrance	$ 95,000.00
Remaining Commission Approval	$ -

Required Documentation

____ Initial City Manager's Report
____ Initial Certificate of Funds
____ Initial Agreement/Contract

Original CT/CF	
Increase Encumbrance	$ 79,950.00
Decrease Encumbrance	$ -
Remaining Commission Approval	

____ Copy of City Manager's Report
____ Copy of Original Certificate of Funds

Amount: $ 79,950.00 1. Fund Code 49215 - 5540 1415 - 54 - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: 2. Fund Code XXXX - XXXX - XXXX - XXX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: 3. Fund Code XXXX - XXXX - XXXX - XXX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: 4. Fund Code XXXX - XXXX - XXXX - XXX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects

Vendor Address: Attn: Kyle Zepernick300 S. Patterson Blvd Dayton OH 45402
Street City State Zipcode + 4

Federal ID: 311043860

Commodity Code: 91815

Purpose: Design Services for engineering, designing and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio

Contact Person: Joey Shope

Originating Department Director's Signature: [signature] Sep 29, 2017

Central Services/Director's Office — Department/Division

9/28/2017 — Date

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 appropirated 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 Signature — 10-10-17 Date

Melissa Leyath — CF Prepared by — 10/9/17 Date — CD17-1682 CORD#1 CF/CT Number

City Manager's Report

3.

From **5540 - CS/Property Management**

Date **October 18, 2017**

Expense Type **Service Agreement**

Total Amount **$79,950.00(thru 12/31/18)**

Supplier, Vendor, Company, Individual

Name **Oregon Group Architects**

Address **300 S. Patterson Blvd**
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Capital Fund	49215-5540-1415-54	$79, 950.00

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

Description

The Department of Central Services recommends approval of a first amendment to the City's agreement with Oregon Group Architects for professional design, engineering and construction administration services for Safety Building renovations. This amendment is recommended to add modernization of Safety Building elevators to the scope of services to be performed. This amendment increases the previously authorized amount of $95,000.00 by $79,950.00 for a total not to exceed $174,950.00 and therefore requires City Commission approval.

The existing agreement with Oregon Group Architects is based upon the City's competitive Request for Proposals (RFP) process. The recommendation to amend the existing agreement to add elevator modernization design services will expedite the completion of this work and help ensure its appropriate sequencing into the overall renovation work scope and design. Therefore, this first amendment was negotiated.

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

This Agreement shall commence upon execution by the City, and shall terminate upon completion, or on December 31, 2018.

A Certificate of Funds in the amount of $79,950.00 is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Rashella Lavender
Clerk

October 18, 2017
Date

FORM NO. MS-16

Updated 8/2016

FIRST AMENDMENT TO, CENTRAL SERVICES DESIGN SERVICES AGREEMENT

THIS FIRST AMENDMENT TO DESIGN SERVICES AGREEMENT ("Agreement"), is entered into this 15 day of November, 2017 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Oregon Group Architects. (hereinafter referred to as "Consultant").

WITNESSETH THAT:

WHEREAS, City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, City has a need for additional work to be performed by Contractor; and,

WHEREAS, Contractor has agreed to perform the additional work; and ,

WHEREAS, City and Contractor agree that the additional work will require additional compensation to be paid to Contractor.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. **Section 1.** Article One, of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall design the replacement and renovation of the HVAC system, 4th Floor remodel, fire alarm upgrade, elevator modernization, and necessary electrical work in the Safety Building at 335 W. Third Street, Dayton, Ohio, hereinafter referred to as the Project, described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response to the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.
Consultant shall perform and/or address the following as explicitly noted in Exhibits A and B:

A. Assess the condition of the building. Known issues are (not in priority order):

1. Existing Penthouse air handler heating coil not working and remaining parts of unit in a condition of needing replacement.
2. Air handler unit does not allow for variable speed control.

3. Removal of air handler and replacement of the air handler will require general construction work at Penthouse including compliance with OBC safety regulations.
4. Ductwork zoning system dampers not working and ductwork alterations unknown or needing alteration for proper air distribution.
5. Pneumatic control system leaking, the amount of thermostats still working is unknown and only partially operational. Elimination and removal of all pneumatic system is required.
6. No complete control system manages the heating and cooling mechanical equipment for all floors.
7. Penthouse east end heating unit for 4th Floor is not working.
8. Ground Floor package unit and 4 split package systems aging and using outdated refrigerant. Individual air conditioning units need to be replaced with an additional cooling loop off the chiller or a new single unit, possibly a heat pump, installed for cooling.
9. Existing fan coils need zoned by-pass. Currently entire system requires shut down to do individual fan coil work. Due to remodel some appear to be too large and some too small for the spaces they condition.
10. Safety Building electrical distribution system needs analysis to determine if more efficiency, even distribution and better dedication of circuits can be achieved.
11. Existing elevator machinery, motors, controls, cabs, etc.

B. Deliverables:

1. Consultants shall include a preliminary estimate for Penthouse air handler replacement, ductwork modifications, safety enhancements, digital control system, bypass system installation for fan coil units, replacement of all fan coil units including two in ceiling of the Records Section, and Ground Floor replacement of split package systems.
2. Analysis of the buildings entire heating and cooling system and recommendation of how to incorporate Ground Floor systems.
3. Documentation of existing ductwork with wall locations, dampers, diffusers, returns, etc. located on the plans. While the main trunks remain mostly intact the smaller duct runs have been altered over the years due to numerous remodels but no documentation was done.
4. Prepare plans of all floors indicating changes to ductwork, where changes are made to water piping and new valve locations.
5. Design and specifications for the new penthouse air handler.
6. Design and specification for modification to electrical distribution system.
7. Provide construction documents for the removal of building components, method of transportation into Penthouse and rebuilding for installation of new air handler.
8. Specify a non-propriety digital control system that can be accessed remotely for complete building mechanical operation.
9. Create As-Built Drawings of the Existing Facility
10. Ohio Building Code and Ohio Elevator Code Review
11. Architectural Permit Drawings
12. Elevator Cab Interior Design with Finish Selections
13. Elevator Structural Engineering Permit Drawings

14. Plumbing, Mechanical and Electrical Engineering Permit Drawings
15. Additional Architectural Interior Elevations and Details as Necessary
16. Answer Building Permit Related Questions from City of Dayton Building Department and Ohio Bureau of Industrial Compliance
17. Within six (6) weeks from start of contract successful proposer shall have analyzed existing building systems and present recommendations on how to proceed to City's Division of Facilities Management staff. Recommendation shall include Project's preliminary estimate of cost. Preliminary design review floor plans shall be provided. Additional eight (8) weeks for 50% review; six (6) weeks for 90% review. Consultant shall coordinate final construction documents with engineering department prior to issuing for bidding.
18. Consultant shall provide construction administration services including onsite inspection for verification that work is done in compliance with contract documents, answer questions concerning work, shop drawing review, job meetings, recommendations to owner concerning changes to contractor(s) contract, address City concerns about workmanship and equipment warrantee periods, review and approve accuracy of "as built" documents prior to turn over to City.

All plans and drawings shall become the property of the City.

Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation. The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment. In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

2. **Section 2.** Article Two, of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed One Hundred Seventy-Four Thousand Nine Hundred Fifty Dollars ($174,950.00) for the Services actually provided in accordance with the Agreement, as amended. Payment for the Services shall be based upon the total project price submitted in the Proposal, attached hereto as Exhibit B, and in the Proposal for the Additional Work, dated July 5, 2017, attached hereto as Exhibit C. Consultant may submit invoices to City for partial payment on a monthly basis.

3. **Section 3.** Except as modified by this First Amendment, the Agreement between the City and Consultant shall remain unchanged and in full force and effect.

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

THE CITY OF DAYTON, OHIO

City Manager

OREGON GROUP ARCHITECTS

By:

Print: KYLE ZERBNICK

Its: PRESIDENT

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

October 18, 2017

Min. Bk. F-15 Pg. 0062

Clerk of the Commission

CERTIFICATE OF FUNDS CD17-1682

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED CORD 2

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	04/12/17
Expiration Date	12/31/20
Original Commission Approval	$ 208,385.00
Initial Encumbrance	$ 174,950.00
Remaining Commission Approval	$ 33,435.00

Original CT/CF	
Increase Encumbrance	$ 33,435.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

____ Initial City Manager's Report
____ Initial Certificate of Funds
____ Initial Agreement/Contract

____ Copy of orignal City Manager's Report
____ Copy of Original Certificate of Funds

Amount: $ 33,435.00	Amount:
Fund Code 49805 (Fund) 5540 (Org) - 1415 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects

Vendor Address: Attn: Kyle Zepernick 300 S. Patterson Blvd., Dayton, OH 45402
Street City State Zipcode + 4

Federal ID: 311043860

Commodity Code: 91815

Purpose: The second amendment is to design for the replacement of the building generator, alter the architectural & MEP drawings to separate into two (2) projects and cover additional construction administration for two (2) separate projects at the Safety Bldg, 335 W. Third St., Dayton, Ohio. The amendment also extends the term of the contract from 12/31/18 to 12/31/20.

Contact Person: Chatan Robinson | Public Works/Property Management (Department/Division) | 11/14/2018 (Date)

Originating Department Director's Signature: Thomas J. Kolke Jr. 11-15-18

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 appropirated 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: C. Boyton — Date: 11/19/2018

CF Prepared by: Aaron J. Sonnenberg — Date: 11-19-2018 — CF/CT Number: CD17-1682 CORD 2

SA 11/19/18

MEMORANDUM | DAYTON

November 30, 2018

TO: City Commission Office
City Manager's Office
Department of Finance

FROM: Frederick M. Stovall, Director FMS
Department of Public Works

SUBJECT: Request for Signature – Oregon Group Architects

I am requesting your signature of the four (4) attached copies of the Agreement with Oregon Group Architects for professional design, engineering and construction administration services for the Safety Building renovations. Authorization for execution of this agreement was granted by the City Commission on November 28, 2018 by City Manager's Report item #4.

The Agreement has been reviewed by Law Department and is ready for your execution.

Please return the copies of the Agreement to Chatan Robinson, Business Manager, Division of Property Management for distribution.

If you have any questions, please feel free to contact me at x4071.

FMS/clr

Attachments

SECOND AMENDMENT TO DESIGN SERVICES AGREEMENT

This Second Amendment to Design Services Agreement, is entered into this 7 day of December, 2018 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City") and Oregon Group Architects ("Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, the First Amendment to the Design Services Agreement was entered into on November 15, 2017; and,

WHEREAS, the City desires additional work to be performed by Consultant; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, the City and Consulatant hereby agree to amend the Agreement as follows:

Section 1. Article One, Services To Be Performed, is hereby deleted in its entirety and replaced with the following:

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall design the replacement and renovation of the HVAC system, 4th Floor remodel, fire alarm upgrade, elevator modernization, and necessary electrical work in the Safety Building at 335 W. Third Street, Dayton, Ohio, hereinafter referred to as the Project, described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response to the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.
Consultant shall perform and/or address the following as explicitly noted in Exhibits A and B:

A. Assess the condition of the building. Known issues are (not in priority order):

1. Existing Penthouse air handler heating coil not working and remaining parts of unit in a condition of needing replacement.
2. Air handler unit does not allow for variable speed control.
3. Removal of air handler and replacement of the air handler will require general construction work at Penthouse including compliance with OBC safety regulations.

4. Ductwork zoning system dampers not working and ductwork alterations unknown or needing alteration for proper air distribution.
5. Pneumatic control system leaking, the amount of thermostats still working is unknown and only partially operational. Elimination and removal of all pneumatic system is required.
6. No complete control system manages the heating and cooling mechanical equipment for all floors.
7. Penthouse east end heating unit for 4th Floor is not working.
8. Ground Floor package unit and 4 split package systems aging and using outdated refrigerant. Individual air conditioning units need to be replaced with an additional cooling loop off the chiller or a new single unit, possibly a heat pump, installed for cooling.
9. Existing fan coils need zoned by-pass. Currently entire system requires shut down to do individual fan coil work. Due to remodel some appear to be too large and some too small for the spaces they condition.
10. Safety Building electrical distribution system needs analysis to determine if more efficiency, even distribution and better dedication of circuits can be achieved.
11. Existing elevator machinery, motors, controls, cabs, etc.

B. Deliverables:

1. Consultants shall include a preliminary estimate for Penthouse air handler replacement, ductwork modifications, safety enhancements, digital control system, bypass system installation for fan coil units, replacement of all fan coil units including two in ceiling of the Records Section, and Ground Floor replacement of split package systems.
2. Analysis of the building's entire heating and cooling system and recommendation of how to incorporate Ground Floor systems.
3. Documentation of existing ductwork with wall locations, dampers, diffusers, returns, etc. located on the plans. While the main trunks remain mostly intact the smaller duct runs have been altered over the years due to numerous remodels but no documentation was done.
4. Prepare plans of all floors indicating changes to ductwork, where changes are made to water piping and new valve locations.
5. Design and specifications for the new penthouse air handler.
6. Design and specification for modification to electrical distribution system.
7. Provide construction documents for the removal of building components, method of transportation into Penthouse and rebuilding for installation of new air handler.
8. Specify a non-propriety digital control system that can be accessed remotely for complete building mechanical operation.
9. Create As-Built Drawings of the Existing Facility
10. Ohio Building Code and Ohio Elevator Code Review
11. Architectural Permit Drawings
12. Elevator Cab Interior Design with Finish Selections
13. Elevator Structural Engineering Permit Drawings
14. Plumbing, Mechanical and Electrical Engineering Permit Drawings
15. Additional Architectural Interior Elevations and Details as Necessary

16. Answer Building Permit Related Questions from City of Dayton Building Department and Ohio Bureau of Industrial Compliance.
17. Within six (6) weeks from start of contract successful proposer shall have analyzed existing building systems and present recommendations on how to proceed to City's Division of Facilities Management staff. Recommendation shall include Project's preliminary estimate of cost. Preliminary design review floor plans shall be provided. Additional eight (8) weeks for 50% review; six (6) weeks for 90% review. Consultant shall coordinate final construction documents with engineering department prior to issuing for bidding.
18. Consultant shall provide construction administration services including onsite inspection for verification that work is done in compliance with contract documents, answer questions concerning work, shop drawing review, job meetings, recommendations to owner concerning changes to contractor(s) contract, address City concerns about workmanship and equipment warrantee periods, review and approve accuracy of "as built" documents prior to turn over to City.
19. Design for the replacement of the building generator.
20. Alter the architectural & MEP drawings to separate into two (2) projects.
21. Additional construction administration for two (2) separate projects.

All plans and drawings shall become the property of the City.

Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation. The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment. In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Two Hundred Eight Thousand Three Hundred Eighty - Five Dollars and Zero Cents ($208,385.00) for the Services actually provided in accordance with this Agreement, as amended. Consultant may submit invoices to City monthly for services actually provided. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

Section 3. Article Three, Term, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Second Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2020, unless extended to a later date by a mutual written amendment to this Second Amendment or teminated according to Article 6 of the Agreement.

Section 4. Except as amended by this Second Amendment, all terms, covenants and conditions contained within the Agreement remain unchanged and in full force.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Second Amendment as of the date first written above.

THE CITY OF DAYTON, OHIO

for City Manager

OREGON GROUP ARCHITECTS

By:

Print:

Its:

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

November 28, 2018

Min. Bk. 145 Pg. ____

Clerk of the Commission

City Manager's Report

5.

From **5540 - PW/Property Management**

Date **December 4, 2019**

Expense Type **Contract Modification**

Total Amount **$13,250.00 thru 12/31/20**

Supplier, Vendor, Company, Individual

Name **Oregon Group Architects**

Address **300 South Patterson Boulevard**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2018 Facility Improvement Fund	49805-5540-1415-54	$13,250.00

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

Description

DESIGN SERVICES FOR SAFETY BUILDING - THIRD AMENDMENT

The Department of Public Works requests approval for a third amendment to the City's agreement with Oregon Group Architects for professional design, engineering and construction administration services for the Safety Building renovations. This amendment is recommended to include the design of a smoke detection system, access door locking system, and the removal of existing jail cell doors on the fourth floor. The existing Use and Occupancy Classification of the fourth floor is "Institutional Group I-3 Jail Use", however the existing use of this floor is currently utilized as "Moderate-Hazard Storage, Group S-1". In an effort to get the original fire alarm permit approved through the Division of Building Inspection for the Safety Building HVAC Improvements construction project, we must change the Use and Occupancy Classification to the appropriate Use and make necessary improvements based upon the findings from a variance request to the City of Dayton Board of Building Appeals on October 9, 2019. The additional work that has been performed, and to be performed, requires additional compensation.

This project is fully funded using the 2018 Facility Improvement Fund.

The current service agreement amount is $208,385.00. The Third Amendment, which totals $13,250.00, will increase the contract with Oregon Group Architects for the professional design, engineering, and construction administration services for Safety Building renovations to $221,635.00.

This agreement has been approved by the Department of Law as to form and correctness. A copy of the Third Amendment and the Certificate of Funds are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

December 4, 2019
Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CD17-1682

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED Cord #3

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/20
Original Commission Approval	$ 221,635.00
Initial Encumbrance	$ 208,385.00
Remaining Commission Approval	$ 13,250.00

Original CT/CF	CD17-1682
Increase Encumbrance	$ 13,250.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

____ Initial City Manager's Report
____ Initial Certificate of Funds
____ Initial Agreement/Contract

____ Copy of orignal City Manager's Report
____ Copy of Original Certificate of Funds

Amount: $ 13,250.00	Amount:
Fund Code 49805 (Fund) 5540 (Org) - 1415 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects, Inc.

Vendor Address: Attn: Kyle Zepernick 300 S. Patterson Blvd., Dayton, OH 45402
Street City State Zipcode + 4

Federal ID: 311043860

Commodity Code: 91815

Purpose: The third amendment is for the replacement and renovation of the HVAC system, 4th floor remodel, fire alarm upgrade, elevator modernization and necessary electrical work in the Safety Building at 335 W. Third St., Dayton, Ohio

Contact Person: Chatan Robinson — Public Works/Property Management (Department/Division) — 11/19/2019 (Date)

Originating Department Director's Signature: Thomas J. Kolb 11-20-19

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 appropirated 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 — 11/25/19 (Date)

Lonie Williams — CF Prepared by — 11/25/19 (Date) — CD17-1682 (CF/CT Number)

SA 11/25/19 Cord #3

THIRD AMENDMENT TO
DESIGN SERVICES AGREEMENT

This Third Amendment to the Design Services Agreement, is entered into this 13th day of December, 2019 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City") and Oregon Group Architects ("Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, during construction the proposed fire alarm permit was denied due to the incorrect Use and Occupancy Classification of the fourth floor; and,

WHEREAS, the existing Use and Occupancy Classification of the fourth floor is "Institutional Group I-3 Jail Use" while this floor is currently utilized as "Moderate-Hazard Storage, Group S-1"; and,

WHEREAS, in an effort to get the fire alarm permit approved, it is required to change the Use and Occupancy Classfication of the fourth floor to reflect its current use; and,

WHEREAS, in an effort to change the Use and Occupancy Classification of the fourth floor, the Consultant appealed before the City of Dayton Board of Building Appeals on October 9, 2019 for a variance request; and,

WHEREAS, as a result of the City of Dayton Board of Building Appeals, the Consultant must revise the original construction drawings to add a smoke detection system throughout the entire floor and to install an access door locking system on several doors for safety concerns; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, The City and Consulatant hereby agree that:

Section 1. Article One, Services To Be Performed, is hereby deleted in its entirety and replaced with the following:

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall design the replacement and renovation of the HVAC system, 4th Floor remodel, fire alarm upgrade, elevator modernization, and necessary electrical work in the Safety Building at 335 W. Third Street, Dayton, Ohio, hereinafter referred to as the Project, described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response to the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.
Consultant shall perform and/or address the following as explicitly noted in Exhibits A and B:

A. Assess the condition of the building. Known issues are (not in priority order):

1. Existing Penthouse air handler heating coil not working and remaining parts of unit in a condition of needing replacement.
2. Air handler unit does not allow for variable speed control.

3. Removal of air handler and replacement of the air handler will require general construction work at Penthouse including compliance with OBC safety regulations.
4. Ductwork zoning system dampers not working and ductwork alterations unknown or needing alteration for proper air distribution.
5. Pneumatic control system leaking, the amount of thermostats still working is unknown and only partially operational. Elimination and removal of all pneumatic system is required.
6. No complete control system manages the heating and cooling mechanical equipment for all floors.
7. Penthouse east end heating unit for 4th Floor is not working.
8. Ground Floor package unit and 4 split package systems aging and using outdated refrigerant. Individual air conditioning units need to be replaced with an additional cooling loop off the chiller or a new single unit, possibly a heat pump, installed for cooling.
9. Existing fan coils need zoned by-pass. Currently entire system requires shut down to do individual fan coil work. Due to remodel some appear to be too large and some too small for the spaces they condition.
10. Safety Building electrical distribution system needs analysis to determine if more efficiency, even distribution and better dedication of circuits can be achieved.
11. Existing elevator machinery, motors, controls, cabs, etc.

B. Deliverables:

1. Consultants shall include a preliminary estimate for Penthouse air handler replacement, ductwork modifications, safety enhancements, digital control system, bypass system installation for fan coil units, replacement of all fan coil units including two in ceiling of the Records Section, and Ground Floor replacement of split package systems.
2. Analysis of the building's entire heating and cooling system and recommendation of how to incorporate Ground Floor systems.
3. Documentation of existing ductwork with wall locations, dampers, diffusers, returns, etc. located on the plans. While the main trunks remain mostly intact the smaller duct runs have been altered over the years due to numerous remodels but no documentation was done.
4. Prepare plans of all floors indicating changes to ductwork, where changes are made to water piping and new valve locations.
5. Design and specifications for the new penthouse air handler.
6. Design and specification for modification to electrical distribution system.
7. Provide construction documents for the removal of building components, method of transportation into Penthouse and rebuilding for installation of new air handler.
8. Specify a non-propriety digital control system that can be accessed remotely for complete building mechanical operation.
9. Create As-Built Drawings of the Existing Facility
10. Ohio Building Code and Ohio Elevator Code Review
11. Architectural Permit Drawings
12. Elevator Cab Interior Design with Finish Selections
13. Elevator Structural Engineering Permit Drawings
14. Plumbing, Mechanical and Electrical Engineering Permit Drawings
15. Additional Architectural Interior Elevations and Details as Necessary
16. Answer Building Permit Related Questions from City of Dayton Building Department and Ohio Bureau of Industrial Compliance.
17. Within six (6) weeks from start of contract successful proposer shall have analyzed existing building systems and present recommendations on how to proceed to City's Division of Facilities Management staff. Recommendation shall include Project's preliminary estimate of cost. Preliminary design review floor plans shall be provided. Additional eight (8) weeks for 50% review; six (6) weeks for 90% review. Consultant shall coordinate final construction documents with engineering department prior to issuing for bidding.
18. Consultant shall provide construction administration services including onsite inspection for verification that work is done in compliance with contract documents, answer questions concerning work, shop drawing review, job meetings, recommendations to owner concerning changes to

contractor(s) contract, address City concerns about workmanship and equipment warrantee periods, review and approve accuracy of "as built" documents prior to turn over to City.

19. Design for the replacement of the building generator.
20. Alter the architectural & MEP drawings to separate into two (2) projects.
21. Additional construction administration for two (2) separate projects.
22. Further code review based on Board of Building Appeals decision.
23. Create fourth floor proposed smoke detector plans.
24. Create a proposed door access system design and coordinate new system with existing system in the building.
25. Tie the proposed fourth floor door access system to the fire alarm system, emergency power, and provide remote control panel at attended station.
26. Create proposed plans with door, gate, and jail cell modifications necessary for ADAAG (Americans with Disabilities Act Accessible Guidelines) accessibility compliance.
27. Provide a letter calculating the estimated costs of accessibility improvements and indicate disproportionate costs of alterations as discussed at the October 9, 2019 Board of Building Appeals hearing.
28. Answer building permit related questions from the City of Dayton Division of Building Inspection until the permit is approved.
29. Continue construction administration services for this scope of work including additional bi-weekly progress meetings until early March.

All plans and drawings shall become the property of the City.

Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation. The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.
In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Two Hundred Twenty-One Thousand Six Hundred Thirty-Five Dollars and Zero Cents ($221,635.00) for the Services actually provided in accordance with this Agreement, as amended. Consultant may submit invoices to City monthly for services actually provided. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

Section 3. Article Three, Term, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Third Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2020, unless extended to a later date by a mutual written amendment to this Third Amendment or teminated according to Article 6 of the Agreement.

Section 4. Except as amended by this Third Amendment, all terms, covenants and conditions contained within the Agreement remain unchanged and in full force.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Third Amendment as of the date first above written

CITY OF DAYTON, OHIO

for City Manager

OREGON GROUP ARCHITECTS

Title President

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

December 4, 2019

Min./Bk. I-14 Pg. 0037

Rashella Lavender

Clerk of the Commission

BACK

City Manager's Report

7.

From **6480 – PW/Property Management**

Date **February 12, 2020**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **$1,205,745.00 thru 12/31/2023**

Name **Schindler Elevator Corporation**

Address **5426 Duff Drive**
Cincinnati, OH 45246

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Municipal Garage Elevator Replacement	49006-6480-1425-54	$1,205,745.00

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

Description

CITY OF DAYTON ELEVATOR MODERNIZATION
MUNICIPAL GARAGE REBID
(5% SBE PARTICIPATION GOAL / 5.03% SBE PARTICIPATION ACHIEVED)

This project consists of modernization of three existing overhead traction type elevators located at the City of Dayton's Municipal Garage at 123 West Third Street.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Schindler Elevator Corporation, in the amount of $1,205,745.00. This amount includes the base bid of $993,717.00, Alternate No. 1, Contingency Allowance, in the amount of $100,000.00, Alternate No. 2, Gearless Machines for all Three Elevators, in the amount of -$5,947.00, Alternate No. 3, Replacement of Steel Sills, for an amount of $85,975.00, Alternate No. 4, Masonry Repair Allowance, in the amount of $4,000, Alternate No. 5, Garage Rain Water Diversion Improvements Allowance, in the amount of $6,000, and Alternate No. 6, North Elevators Access Control System Allowance, in the amount of $22,000. The estimated cost for the project was $1,181,818.00. The time bid for completion is July 1, 2021.

This project is being funded using Municipal Garage Elevator Replacement Capital Funds.

A Certificate of Funds, Tabulation of Bids, Human Relations Council's verification letter, Bid Form from the firm recommended for award, and location map are attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/23
Original Commission Approval	$ 1,205,745.00
Initial Encumbrance	$ 1,205,745.00
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 orignal City Manager's Report
____ Copy of Original Certificate of Funds

Amount: $ 1,205,745.00	Amount:
Fund Code 49006 (Fund) 6480 (Org) - 1425 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Schindler Elevator Corporation

Vendor Address: 5426 Duff Drive (Street) Cincinnati (City) OH (State) 45246 (Zipcode + 4)

Federal ID: 341270056

Commodity Code: 91013

Purpose: Modernization of three existing overhead traction type elevators located at the City of Dayton's Municipal Garage at 123 West Third Street.

Contact Person: Chatan Robinson | Department/Division: Public Works/Property Management | Date: 1/31/2020

Originating Department Director's Signature: Thomas J. Stokes Jr. 1-31-2020

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: C Patton | Date: 02/04/2020

CF Prepared by: James Williams | Date: 02/04/2020 | CF/CT Number: CT20-2584

S.A 02-03-2020

CITY OF DAYTON ELEVATOR MODERNIZATION MUNICIPAL GARAGE REBID BID TAB

Bid Opening Date January 23, 2020
Engineer's Estimate $1,181,818.00

				Engineer's Estimate		Schindler Elevator Corporation		Graybach, LLC	
ITEM NO.	DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Elevator Modernization, Complete, As Per Plan	1	LUMP	$1,181,818.00	$1,181,818.00	$993,717.00	$ 993,717.00	$1,088,000.00	$1,088,000.00
			TOTAL BASE BID	**$1,181,818.00**		**$993,717.00**		**$1,088,000.00**	
Alt. No. 1 Contingency Allowance									
2	Contingency Allowance	1	LUMP	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
			TOTAL ALT. #1	**$100,000.00**		**$100,000.00**		**$100,000.00**	
Alt. No. 2 Gearless Machine: All Three Elevators									
3	AC Gearless Machines in Lieu of Geared Machines: All Three Elevators	1	LUMP	-$5,000.00	-$5,000.00	-$5,947.00	-$5,947.00	$29,000.00	$29,000.00
			TOTAL ALT. #2	**-$5,000.00**		**-$5,947.00**		**$29,000.00**	
Alt. No. 3 Replacement of Steel Sills									
4	Replacement of Steel Sills for all Three Elevators on all Floors	1	LUMP	$85,000.00	$85,000.00	$85,975.00	$85,975.00	$72,600.00	$72,600.00
			TOTAL ALT. #3	**$85,000.00**		**$85,975.00**		**$72,600.00**	
Alt. No. 4 Masonry Repair Allowance									
5	Masonry Repair Allowance	1	EA	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
			TOTAL ALT. #4	**$4,000.00**		**$4,000.00**		**$4,000.00**	
Alt. No. 5 Garage Rain Water Diversion Improvements Allowance									
6	Garage Rain Water Diversion Improvemetns Allowance	1	EA	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
			TOTAL ALT. #5	**$6,000.00**		**$6,000.00**		**$6,000.00**	
Alt. No. 6 North Elevators Access Control System Allowance									
7	North Elevators Access Control System Allowance	1	EA	$22,000.00	$22,000.00	$22,000.00	$22,000.00	$22,000.00	$22,000.00
			TOTAL ALT. #6	**$22,000.00**		**$22,000.00**		**$22,000.00**	
			TOTAL CONSTRUCTION COST	**$1,393,818.00**		**$1,205,745.00**		**$1,321,600.00**	

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form City of Dayton Elevator Modernization

Municipal Garage (Rebid)

Project #6632863

Bidder Schindler Elevator Corporation

5426 Duff Drive

Cincinnati, OH 45246

DISCLOSURE OF LITIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, "affiliated" means directly or indirectly controlling, controlled by, or under common control, with "control" meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES ☐ NO ☑

If your response is "YES" please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

BID BOND

Amount $ Ten Percent of Amount Bid (10%)

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent of Amount Bid (10%) Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, Schindler Elevator Corporation named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio, this 9th day of January, 20 20.

Schindler Elevator Corporation

Bidder

Fidelity and Deposit Company of Maryland

Donna M. Planeta Surety Attorney-in-Fact

Willis Towers Watson Northeast, Inc.

Name of Insurance Agency

10 State House Square, Floor 11, Hartford, CT 06103

Address of Insurance Agency

Telephone 860-756-7313 FAX N/A

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Donna M. PLANETA, Joshua SANFORD, Aimee R. PERONDINE, Danielle D. JOHNSON, Michelle Anne MCMAHON, Bethany STEVENSON, Bryan M. CANESCHI, Kristopher PISANO, Rebecca M. STEVENSON, Nicholas TURECAMO and Tanya NGUYEN, all of Hartford, Connecticut**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of October, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 4th day of October, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of January, 2020

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance

Issued 03/30/2018
Effective 04/02/2018
Expires 04/01/2019

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Maryland is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Other Liability
Surety
Workers Compensation

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31,2017 that it has admitted assets in the amount of $214,027,811, liabilities in the amount of $42,816,584, and surplus of at least $171,211,226.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Jillian Froment, Director

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name Schindler Elevator Corporation

State of Incorporation Delaware

Name and Title of
Officers with Authority
to Sign Contract Greg Ergenbright, President

Telly Ousouljoglou

Home Office Address 20 Whippany Road, CN1935, Morristown NJ 07962

Local Address 5426 Duff Drive, Cincinnati OH 45246

Telephone (513) 341-2602 Fax (513) 341-2601

E-mail ryan.schenk@schindler.com

Federal I.D.# 34-1270056

Dated this 22 day of January, 2020

Bidder: _____
(Person, Firm, or Corporation)

By: Telly Ousouljoglou

Title: Branch Manager

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, Telly Ousouljoglou hereby certify that
(print name – an Officer of the company)

Schindler Elevator Corporation meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

[✓] Comply with all City of Dayton income tax obligations and requirements

[✓] Maintain worker's compensation insurance for all employees as required by the State of Ohio

[✓] Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

[✓] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

[✓] Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

[✓] Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: _____
(signature)

Title: Branch Manager

Date: January 22, 2020

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

Health Insurance
Pension
Education
Work Preservation Fund
401(k) Annuity
Vacation/Holiday

B. Please identify any "bona fide apprentice training program" in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

National Elevator Industry Educational Program
International Union of Elevator Constructors Apprenticeship Program

C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.

Saturn Electric
Stymco Construction
Faith Daniel & Company, LLC

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

Saturn Electric

Faith Daniel & Company

E. Provide a complete listing of any determinations of the bidder's violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

N/A

CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Butler ,ss:

Telly Ousouljoglou being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Schindler Elevator Corporation ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

   ☑ Corporation organized and existing under the laws of the State of Delaware.

   ☐ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: _____

Title: Branch Manager

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OH)
COUNTY OF Butler) SS:
)

Telly Ousouljoglou, being first duly sworn deposes and states that:

(1) He/she is Branch Manager of
(owner, partner, officer, representative, or agent)
Schindler Elevator Corporation that
(business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

SIGNED

Branch Manager
TITLE

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: City of Dayton Elevator Modernization Municipal Garage

NAME LOCATION

During the performance of this contract:

Schindler Elevator Corporation	5426 Duff Drive, Cincinnati OH 45246	513-341-2602/513-341-2601
CONTRACTOR	ADDRESS	TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

Part I: Requirements. To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) **Goals & Timetables**. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%

	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Ecomonic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps**. A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Schindler Elevator Corporation (Contractor) certifies that:

1. The following listed construction trades will be used in performance of this project.

Electrician	
General Construction	
Fire Alarm	
Millwork & Metal Fabrication	
Elevator Constructors	

a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN: _____

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ

MEMORANDUM | DAYTON

February 3, 2020

TO: Andrew Marks P.E., Senior Engineer I
Department of Public Works,
Division of Civil Engineering

FROM: Chrisondra Goodwine, Contract Compliance Officer C. G.
Human Relations Council (HRC)

SUBJECT: **City of Dayton Elevator Modernization Municipal Garage Rebid (5% Participation Goal)**

The apparent low bidder, Schindler Elevator Corporation., submitted a bid utilizing one (1), PEP-certified contractor, to meet the project's participation goal. The HRC's contract compliance analysis has verified that Schindler Elevator Corporation is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

The recommended company to receive the above-mentioned construction award is as follows:

PRIME CONTRACTOR	AMOUNT OF BASE BID	
Schindler Elevator Corporation	**$993,717.00**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
Cardinal Diversity Group	**$61,000**	**5.03% SBE**
	TOTAL COMMITTED PARTICIPATION	**5.03% SBE**

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG

PEP-CERTIFIED SBE (SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Schindler Elevator Corporation

Address: 5426 Duff Drive

City: Cincinnati State: OH ZIP: 45246

Telephone: 513-341-2602 Email: ryan.schenk@schindler.com

Primes Base Bid $ 993,717.00

Name of Project: City of Dayton Elevator Modernization Municipal Garage

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Cardinal Diversity Group Inc

PEP-Certified Firm's Tax ID#: 20-3870038

Scope of Work to Be Performed by Certified Firm: Electrical & Fire Alarm

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 61,000.00	% 100%	$ 61,000.00
Materials	$ 43,920.00	% 3.62%	$ 43,920.00
Labor	$ 17,080.00	% 1.41%	$ 17,080.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)

Telly Ousouljoglou

(Printed Name of Bidder/Proposer's Authorized Agent)

Branch Manager 01/22/2020

(Title of Bidder/Proposer's Authorized Agent) (Date)

The above-named **PEP-Certified Firm** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder / Proposer and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.

Chandra Blackwell

(Signature of PEP-Certified Firm's Authorized Agent)

Chandra J Blackwell

(Printed Name of PEP-Certified Firm's Authorized Agent)

President 1/21/2020

(Title of PEP-Certified Firm's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☒ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

5.00 % SBE	% MBE	% WBE	% DLSB

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

(Signature of Bidder/Offeror's Authorized Agent)	Schindler Elevator Corporation (Name of Bidder/Proposer's Firm)
Telly Ousouljoglou (Printed Name of Bidder/Offeror's Authorized Agent)	Branch Manager 01/22/2020 (Title of Bidder/Offeror's Authorized Agent) (Date)

BACK

City Manager's Report

8.

From 6450 - PW/Civil Engineering

Date February 5, 2020

Expense Type Other, (See Description Below)

Total Amount $200.00 (Paid to City)

Supplier, Vendor, Company, Individual

Name Greater Dayton RTA

Address 600 Longworth Street
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6450-27118-54	$200.00

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

Description

SPECIAL USE PERMIT TO BUILD A RAMP

Permission is requested for Greater Dayton RTA, being the owner, to build a handicap ramp into the public right-of-way at 600 Longworth Street.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

Signatures/Approval

Division Keith Stueber for

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

MAIL PERMIT TO:
NAME: Alex Smith
ADDRESS: 4 S. Main St.
Dayton, OH 45402
PHONE NO.: 937-425-8364

APPLICATION

For License or Privilege in Public Way of the City of Dayton, Ohio

The undersigned Greater Dayton RTA being the owner and _____ lessee of the following described premises, to wit: Being all or part of Lot No. 79949 on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon 600 Longworth St. and are known as No. 79949) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to-wit:

Building Handicap Ramp on Longworth

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $ 200 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereto this 1st day of November 2019

Witnessed in our presence:

Owner

Lessee

Checked as to location and ownership: Brian Zamarsky

Approved by: Keith Stueber
Director of Public Works

Recommended for approval: Keith Stueber
City Engineer

Approved as to form: DEW DEC
City Attorney

Approved by:
City Manager

Approved by the Commission of the City of Dayton, Ohio,

_____, 20 _____

Min. Bk. _____ Pg. _____

Clerk of the Commission

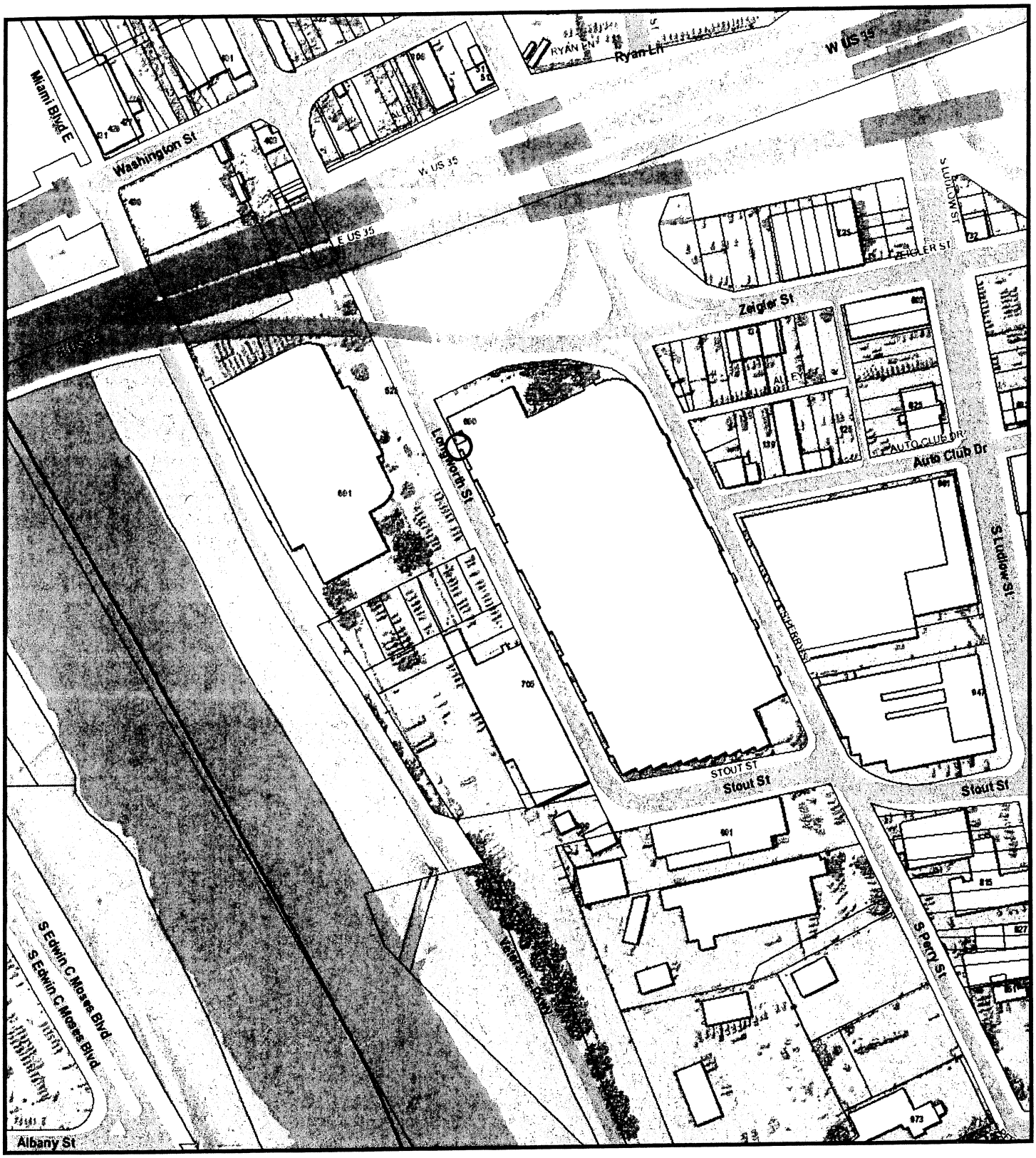
PERMIT

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

Pending Special Privelege #940613

Director of Public Works

RTA Ramp Special Privilege Permit Location



DAYTON
GEOGRAPHIC INFORMATION SYSTEM

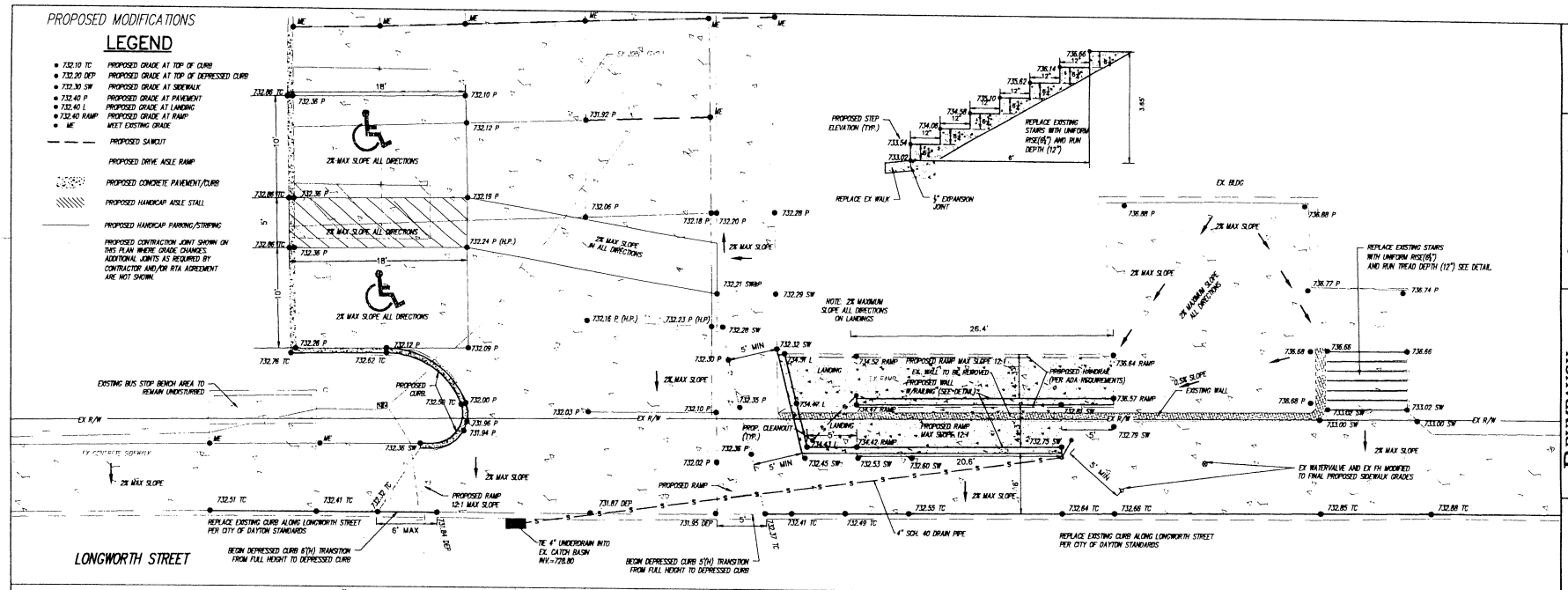
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

422 ft

PROPOSED MODIFICATIONS

LEGEND

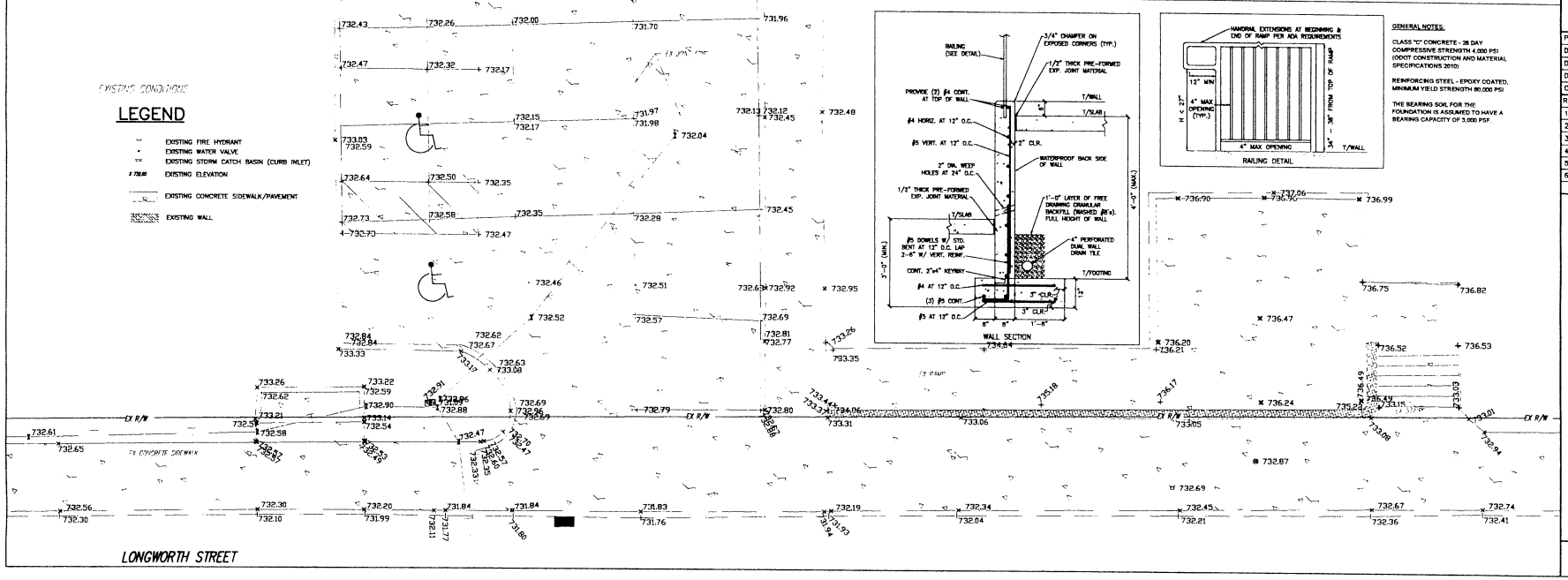
- 732.10 TC — PROPOSED GRADE AT TOP OF CURB
- 732.20 DEP — PROPOSED GRADE AT TOP OF DEPRESSED CURB
- 732.30 SW — PROPOSED GRADE AT SIDEWALK
- 732.40 P — PROPOSED GRADE AT PAVEMENT
- 732.40 L — PROPOSED GRADE AT LANDING
- 732.40 RAMP — PROPOSED GRADE AT RAMP
- ME — MEET EXISTING GRADE
- PROPOSED SAWCUT
- PROPOSED DRIVE AISLE RAMP
- PROPOSED CONCRETE PAVEMENT/CURB
- PROPOSED HANDICAP AISLE STALL
- PROPOSED HANDICAP PARKING/STRIPING
- PROPOSED CONTRACTION JOINT SHOWN ON THIS PLAN WHERE GRADE CHANGES. ADDITIONAL JOINTS AS REQUIRED BY CONTRACTOR AND/OR RTA AGREEMENT ARE NOT SHOWN.



EXISTING CONDITIONS

LEGEND

- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING STORM CATCH BASIN (CURB INLET)
- 732.00 EXISTING ELEVATION
- EXISTING CONCRETE SIDEWALK/PAVEMENT
- EXISTING WALL



GENERAL NOTES:

CLASS "C" CONCRETE - 28 DAY COMPRESSIVE STRENGTH 4,000 PSI (ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS 2010)

REINFORCING STEEL - EPOXY COATED, MINIMUM YIELD STRENGTH 60,000 PSI

THE BEARING SOIL FOR THE FOUNDATION IS ASSUMED TO HAVE A BEARING CAPACITY OF 3,000 PSF.

PLAN NORTH

BEFORE YOU DIG CALL TOLL FREE 800-362-2764 (2 WORKING DAYS, OHIO UTILITIES PROTECTION SERVICE)

HORIZONTAL SCALE 1"=5'

BRUMBAUGH ENGINEERING & SURVEYING, LLC
2270 SOUTH MIAMI STREET
WEST MILTON, OHIO 45383
PHONE: (937) 698-3000
FAX: (937) 698-3928
EMAIL: John@bes-engineer.com

PROJECT NO.:	483.19
DATE:	10/31/19
DRAWN BY:	TVS
DESIGNED BY:	JJB
CHECKED BY:	PCB
REVISED	
1.	
2.	
3.	
4.	
5.	
6.	

GRADING PLAN OF IMPROVEMENTS FOR RTA

LOCATED AT 600 LONGWORTH STREET DAYTON OHIO

SHEET S1 OF S1

MEMORANDUM | DAYTON

November 8, 2019

TO: Fred Stovall, Director
Department of Public Works

FROM: Michael Powell, Director
Department of Water

SUBJECT: Special Privilege Permit No. 940613 – 600 Longworth St.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- We have no objection to building a new Handicap Ramp at 600 Longworth Street.

If you have any questions, please contact Ben Botkin at 333-2058.

MEMORANDUM | DAYTON

November 15, 2019

TO: Fred Stovall, Director
Department of Public Works

FROM: Tony Kroeger, Planning Division Manager TGK
Department of Planning and Community Development

SUBJECT: **Special Privilege Permit 940613 – 600 Longworth Street**

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

- We have no objections to the proposed ramp.

If you have questions, please contact me at ext. 3673.

MEMORANDUM | DAYTON

November 18, 2019

TO: Fred Stovall, Director
Public Works Department

FROM: Carl Daugherty, Zoning Administrator
Dept. of Economic Development

SUBJECT: **Special Privilege Permit No. 940613**
600 Longworth St., being City Lot #79949
Dayton, Ohio

We raise no objections to the issuance of the above-referenced Special Privilege Permit for construction of an accessible ramp from Longworth Avenue.

cc: Ford Weber

Attachments

BACK

1st and 2nd Reading 9.
31790-20

By:..... No.....

DRAFT

AN ORDINANCE

Amending Sections 91.50 and 91.99 of the Revised Code of General Ordinances, and Declaring An Emergency.

WHEREAS, The City wishes to amend Sections 91.50 and 91.99 of the Revised Code of General Ordinances to establish laws for dog parks and update the dog control laws in the City of Dayton; and,

WHEREAS, It is in the City's best interest to amend Sections 91.50 and 91.99 of the Revised Code of General Ordinances ("R.C.G.O."); and,

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and the usual daily operation of the various City departments, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. That Section 91.50 of the R.C.G.O. be, and hereby is, amended to read as follows:

Section 91.50. – Control of dogs.

(A) No person shall own, keep, possess, harbor, maintain, or have the care, custody, or control of a dog that:

(1) Is at large within the city unless such dog is securely attached upon a leash not more than six feet in length held in the hand of a person in a manner which continuously controls the dog.

(2) Is unsecured while on the premises of the owner.

(3) Snaps at or attempts to bite or attempts to cause physical harm to any other person, domestic animal, or feline.

(4) Causes physical harm to the property of another.

(5) Bites or otherwise causes physical harm to any other person, domestic animal, or feline.

(B) No person shall own, keep, possess, harbor, maintain, or have the care, custody, or control of a vicious dog within the city.

(C) No person who has been previously convicted of violating §§ 91.11, 91.50(A)(5), 91.50(B), or any combination of those sections, shall own, keep, possess, harbor, maintain, or have the care, custody, or control of any dog for a period of five years following the most recent date of said previous conviction.

(D) No owner who has been charged with violating § 91.50(A)(5) shall transfer ownership or possession of the dog to another until the court having jurisdiction over the criminal charge makes a final determination on the case or until the final determination of any appeal of a violation of that division.

(E) Defenses.

(1) It shall be an affirmative defense to a violation of § 91.50(A)(1) and (2) that the dog was:

(a) Securely confined in an automobile or cage which was adequately ventilated.

(b) Being used for lawful hunting purposes.

(c) Being exhibited at a public dog show, zoo, museum, or public institution.

(d) Not a dangerous dog, nuisance dog, or vicious dog and was within the secured confines of a designated dog park.

(2) It shall be an affirmative defense to a violation of § 91.50(A)(3), (4), and (5) that at the time of the occurrence such other person, domestic animal, or feline was unlawfully on the property owned or controlled by the owner of such dog, and that such dog was not unsecured.

(3) No public law enforcement agency or member thereof, or a licensed private law enforcement agency or member thereof, shall be convicted of any violation of this section where the dog is owned by the agency and being utilized for law enforcement purposes.

(4) It shall be an affirmative defense to a violation of § 91.50(D) that the owner transferred possession of the dog to a licensed veterinarian for veterinary evaluation or treatment and regained possession of the dog once evaluation or treatment was complete. It shall be an affirmative defense to a violation of § 91.50(D) that the owner transferred ownership or possession to the Montgomery County dog warden, to the Montgomery County Humane Society, or at the direction of a written order from the court having jurisdiction over the criminal charge.

(5) Lack of intent or knowledge is not a defense to a violation of this section. It is the express intent to impose strict criminal liability for any violation of this section.

(F) Definitions.

(1) As used in this section, "dangerous dog", "nuisance dog" and "vicious dog" have the same meanings as in section 955.11 of the Revised Code.

(2) As used in this section, "designated dog park" means a completely enclosed area of a park which has been set aside and established by a government entity for the express purpose of allowing dogs to be off-leash while within the enclosed area.

Section 2. That Section 91.99 of the R.C.G.O. be, and hereby is, amended to read as follows:

Section 91.99. – Penalty.

(A) Any person who violates a section of this chapter for which no penalty is specified is guilty of a minor misdemeanor.

(B) Any person who violates § 91.02 or 91.08 is guilty of a misdemeanor of the second degree.

(C) Any person who violates § 91.14 or 91.50(A)(3) or 91.53 is guilty of a misdemeanor of the fourth degree.

(D) Any person who violates § 91.60 or 91.61 shall pay a fine not less than $10.00 nor more than $25.00.

(E) Any person who violates § 91.50(A)(1) or (2) is guilty of a minor misdemeanor for a first offense, and a misdemeanor of the fourth degree for each subsequent offense.

(F) Any person who violates § 91.50(A)(4) is guilty of a misdemeanor of the third degree.

(G) Any person who violates § 91.07, 91.11, 91.50(A)(5), 91.50(D) and 91.50(B) is guilty of a misdemeanor of the first degree. Upon a subsequent violation within five years, a person shall serve a minimum term of at least three days imprisonment and pay a fine of at least $500.00, no part of which imprisonment or fine shall be suspended.

(H) Any person who violates § 91.50(C) is guilty of a misdemeanor of the second degree.

(I) Each day that a violation of any section of this chapter continues is a separate offense.

(J) In addition to the penalties prescribed in division (G) of this section for any person who violates § 91.50(A)(5), the court may order the dog be humanely destroyed by a licensed veterinarian, the county dog warden, or the county humane society at the owner's expense. With respect to charges of a violation of § 91.50(A)(5), until the court makes a final determination on the case and during the pendency of any appeal of a violation of that division and at the discretion of the court, the dog shall be confined or restrained in accordance with division (D) of section 955.22 of the Revised Code or at the county dog pound at the owner's expense.

Section 3. That the existing Sections 91.50 and 91.99 of the Revised Code of General Ordinance of the City of Dayton are hereby repealed.

Section 4. For the reason set forth in the preamble hereof, the Commission declares this Ordinance to be an emergency measure which shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

_____

Mayor of the City of Dayton, Ohio

Attest:

_____

Clerk of the Commission

Approved as to form:

_____

City Attorney

MEMORANDUM | DAYTON

January 29, 2020

TO: Shelley Dickstein
City Manager

FROM: Barbara Doseck
City Attorney

SUBJECT: Proposed Amendment to Control of Dogs RCGO 91.50 and its Penalty RCGO 91.99

The proper control of dogs in the City of Dayton is an important issue affecting the health and safety of citizens and companion animals. Over the past several years, numerous men, women, children, and pets have been bitten by dogs kept within the City, some of which have led to lasting disfigurement and even death. Current regulation provides a means of holding people accountable for their dogs, but fails to provide judges with options for how to address the disposition of the dog itself. At the same time, responsible citizens have a desire for safe outlets for their dogs to run and play off-leash. As a result, the City has an interest in legislating additional sentencing options for the disposition of dogs in dog-bite cases and in permitting government-established dog parks within the City.

The Law Department proposes amending the City's existing ordinances, RCGO 91.50 and 91.99, to provide judges with the option to order the humane destruction of a dog that has bitten a person or companion animal as part of sentencing after a criminal conviction. The amendment mirrors language found in the State's sentencing provisions, R.C. 955.99(G). This amendment would also prohibit owners from transferring the dog to another party while the case is pending.

Additionally, the amendment would create an exception that allows dogs to be "off-leash" while in completely enclosed dog parks established by a government entity. Only non-dangerous, non-nuisance, and non-vicious dogs would enjoy this exception. Finally, the amendment would make some small changes throughout the section clarifying elements and incorporating recent decisions from the Second District Court of Appeals.

Should you have further questions please contact Troy Daniels at 333-4416 or Vincent Boddy at 333-4107.

BACK

DRAFT 2nd Reading 6473-20 10.

By: ..... No .....

A RESOLUTION

Authorizing A Ten-Year Participation Agreement With The Montgomery County Economic Development/ Government Equity (ED/GE) Program, and Declaring an Emergency.

WHEREAS, The Board of County Commissioners of Montgomery County, Ohio established the Economic Development/Government Equity ("ED/GE") program in 1992 to spur economic growth as well as create regional cooperation between its jurisdictions; and,

WHEREAS, Cooperation and coordination between the County and the program members is intended to promote economic health and improve the economic opportunities of the people in Montgomery County by assisting in the establishment or expansion within the County of industrial, commercial, or research facilities and by creating and preserving job employment opportunities for the people of Montgomery County; and,

WHEREAS, The ED/GE program is scheduled for another renewal for the period January 1, 2020 through December 31, 2029; and,

WHEREAS, The Montgomery County program guarantees that no member jurisdiction will ever contribute more funding than it will receive; and,

WHEREAS, The City of Dayton has received positive return on investment from participation to date in the ED/GE program, and anticipates many more worthwhile economic development projects forthcoming from continuing participation; and,

WHEREAS, It is in the best interest of the City of Dayton to enter into the ED/GE program participation agreement; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the projects, and for the immediate preservation of the public peace, property, health and safety, it is therefore 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, on behalf of the City of Dayton, to enter into the ED/GE Participation Agreement with Montgomery County, or a substantially similar version to that which is attached hereto and incorporated herein as Exhibit A, for a ten-year period beginning January 1, 2020 through

December 31, 2029, and to execute collateral agreements directly relating to such participation.

Section 2. For the reasons set forth in the preamble hereof, this Resolution is declared to be an emergency and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION……..……, 2020

SIGNED BY THE MAYOR……..…, 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

January 28, 2020

TO: Shelley Dickstein, City Manager

FROM: Ford P. Weber, Director FPW
Department of Economic Development

SUBJECT: Ten Year Participation Agreement with the Montgomery County Economic Development/Government Equity (ED/GE) Program

The Department of Economic Development is requesting adoption of the attached Resolution authorizing the entering into of a Participation Agreement with the Montgomery County Economic Development/Government Equity (ED/GE) Program that will continue the City's participation in the program for an additional ten years.

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

If you have any questions, please contact me at extension 3621.

FPW

C: Tammi Clements
Joe Parlette

ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE) PROGRAM PARTICIPATION AGREEMENT

BETWEEN

MONTGOMERY COUNTY, OHIO
AND

DATED AS OF _____, 2020

ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY PARTICIPATION AGREEMENT

This Economic Development/Government Equity (ED/GE) Program Participation Agreement (the "Agreement") is made as of the _____ day of _____, 2020, pursuant to Chapter 307 of the Ohio Revised Code (the "Code") between the Board of County Commissioners of Montgomery County, Ohio (the "Board") or the Director of Economic Development for Montgomery County, Ohio (the "Director") on behalf of the County of Montgomery, Ohio (the "County") and the City of Dayton, Ohio (the "Program Member"), a political subdivision of the County.

ARTICLE I – RECITALS

1.1 The Board has established the Montgomery County Department of Community and Economic Development pursuant to Ohio Revised Code Chapter 307 for the purpose of developing and promoting plans and programs designed to assure that County resources are efficiently used, economic growth is properly balanced, and that County Economic Development is coordinated with that of the State of Ohio and other local governments.

1.2 It is the intent of the Board, acting on behalf of the County, to continue the Montgomery County Economic Development/Government Equity (ED/GE) Program (the "Program") to be administered by the Montgomery County Department of Community and Economic Development for the purposes set forth in Section 1.1.

1.3 The Board has a Director of Economic Development, who pursuant to Chapter 307 of the Ohio Revised Code has the authority, with the approval of the Board, to enter into agreements with Program Members to implement the Program.

1.4 The Director and the Program Member are desirous of entering into this Agreement to set forth their relative rights and obligations in pursuance of the purposes of the Program.

1.5 Cooperation and coordination between the County and the Program Members is intended to promote economic health and improve the economic opportunities of the people in Montgomery County by assisting in the establishment or expansion within the County of industrial, commercial or research facilities and by creating and preserving job and employment opportunities for the people of the County.

1.6 It is the intention of the County and the Program Members that, over the life of the ED/GE Program, no Program Member will contribute more on a net basis to the Government Equity Fund than it receives for Economic Development projects from the Economic Development Fund.

1.7 This Agreement is intended to supplement, and not to replace or restrict, all other agreements between the County and the Program Members or between individual Program Members relating to economic development in the County.

ARTICLE II – DEFINITIONS

As used in this Agreement, each of the following terms shall have the meaning assigned to it as follows:

"Announcement Year" shall mean the year set forth under that heading in Schedule A.

"Base Year" means the 2017 calendar year for the first year of the Program. After this time period, it will advance by one year for each subsequent year of the Program (see Schedule A).

"Contribution/Distribution Year" shall mean the year set forth under that heading in Schedule A.

"Distribution Formula" has the meaning ascribed to in Section 4.2(c) hereof.

"Economic Development" means promoting economic welfare and improving the economic opportunities of the people in Montgomery County by assisting in the establishment or expansion within the County of industrial, commercial, or research facilities and by creating and preserving job and employment opportunities for the people of the County.

"Economic Development Fund" means the fund resulting from the allocation of a minimum of Two Million Five Hundred Thousand Dollars ($2,500,000) annually in the years 2020-2029. The funds will be allocated from Ohio sales tax revenues and Montgomery County's general operating funds as authorized pursuant to Division (EE) of Section 5705.19 of the Ohio Revised Code subject to the availability of those funds as determined by the Board of County Commissioners.

"ED Amount" shall mean the total amount allocated to a Program Member from the Economic Development Fund for an ED Period.

"ED Period One" shall mean calendar years 2020 through 2023.

"ED Period Two" shall mean calendar years 2023 through 2026.

"ED Period Three" shall mean calendar years 2026 through 2029.

"ED/GE Program Advisory Committee" or "Economic Development/Government Equity Program Advisory Committee" means the group of representatives that will monitor implementation of the Program and recommend improvements as necessary.

"Government Equity Fund" means the fund resulting from contributions from all Program Members based on the Growth Contribution Formula.

"Government Equity Fund Differential" or "Differential" means for each year of the ten-year term of the Agreement an amount equal to the difference between the Program Member's contribution to the Government Equity Fund, as determined by the Growth Contribution Formula, and the Program Member's distribution from the Government Equity Fund, as determined by the Distribution Formula.

"GE Contribution Amount" shall mean the net contribution by a Program Member with respect to the Government Equity Fund for a GE Period.

"GE Distribution Amount" shall mean the net distribution to a Program Member with respect to the Government Equity Fund for a GE Period.

"GE Period One" shall mean Contribution/Distribution Years 2021 through 2024.

"GE Period Two" shall mean Contribution/Distribution Years 2025 through 2027.

"GE Period Three" shall mean Contribution/Distribution Years 2028 through 2030.

"Growth Contribution Formula" has the meaning ascribed to in Section 4.2(b) hereof.

"Program" or "ED/GE Program" or "Montgomery County Economic Development/Government Equity Program" means the program of economic development established by the Board pursuant to Chapter 307 of the Ohio Revised Code and including collection and distribution of the Economic Development Fund and the Government Equity Fund.

"Program Member" means any political subdivision which is a party to this Agreement.

ARTICLE III – REPRESENTATIONS AND WARRANTIES

3.1 The Director represents and warrants to the Program Member that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Board of County Commissioners and that this

Agreement constitutes a legal, valid and binding obligation of the County in accordance with its terms.

3.2 The Program Member represents and warrants to the Director that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body and that this Agreement constitutes a legal, valid and binding obligation of the Program Member in accordance with its terms.

3.3 The Director represents and warrants to the Program Member, and the Program Member represents to the Director, that to the best of each of their knowledge there is no pending or threatened litigation or government proceeding which would adversely affect the Agreement.

ARTICLE IV – OBLIGATIONS OF THE DIRECTOR

4.1 During the term of the Agreement, the Director shall, with the approval of the Board and subject to the provisions of Section 4.5 hereof:

(a) Establish with the Board the Economic Development Fund for deposit and disbursement of gifts and contributions from the County for Economic Development purposes.

(b) Receive and accept annually for the term of the Agreement Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) in the years 2020-2029, which the Board appropriates each year of the ten-year Agreement term from Ohio sales tax revenues and Montgomery County's general operating funds for the creation of the office and the implementation of the Program pursuant to Chapter 5705 of the Ohio Revised Code, and deposit said monies into the Economic Development Fund subject to the availability of those funds as determined by the Board of County Commissioners;

(c) Establish administrative guidelines and criteria in accordance with the ED/GE Program Handbook (Attachment A) for determining the projects for which the Program Member may receive financial assistance from the Economic Development Fund, taking into account the recommendations of the ED/GE Program Advisory Committee and subject to the approval of the Board; said criteria shall include, but not be limited to, the requirement that recipients of Economic Development Fund disbursements shall be Program Members;

(d) Allocate the Economic Development Fund to Program Members annually for each year of the ten-year Agreement term to provide

financial assistance for Economic Development projects for the purposes of the Program according to the established guidelines and criteria, taking into account the recommendation of the ED/GE Program Advisory Committee and subject to the approval of the Board as to the selection of the projects to receive funding.

(e) An ED/GE grant given to a member jurisdiction will be awarded as follows: (1) Fifty Percent (50%) of the grant amount will be reimbursed to the jurisdiction on an invoice basis following completion of the construction portion of the project; (2) Twenty-five percent (25%) of the grant amount will be reimbursed to the jurisdiction at anytime during a three (3) year period commencing with the full execution of the agreement (the "contract date" – for definition see attached Handbook under "Funding Process") that the recipient/business of the grant funds attains fifty percent (50%) of the total pledged jobs; (3) Twenty-five percent (25%) of the grant amount will be reimbursed to the jurisdiction when the recipient/business of the grant funds attains one hundred percent (100%) of the total pledged jobs;

In determining projects for which a Program Member may receive financial assistance, the Director may at his option require the Program Member requesting a project to provide a legal opinion that such project would constitute a legally permissible expenditure of public funds. Such opinion shall be at the Program Member's expense, and shall be rendered by legal counsel acceptable to the Director (which counsel may, but need not, be the Program Member's legal advisor pursuant to statute, charter or ordinance). Decisions made by the Board and the Director are final and not to be challenged or appealed by Program Member.

4.2 In addition to the obligations set forth in Section 4.1 above, the Director shall, with the approval of the Board and subject to the provisions of Sections 4.3, 4.4 and 4.5 hereof:

(a) Establish with the Board the Government Equity Fund for deposit and disbursement of contributions received annually from Program Members.

(b) Determine annually for each year of the ten-year term of the Agreement the Program Member's contribution to the Government Equity Fund according to the following method of computation (the "Growth Contribution Formula"):

GROWTH CONTRIBUTION RATE	=	1/3 Growth in Property and Income Taxes Over Base Year For Participating Program Members Increase in Assessed Valuation Over Base Year for Participating Program Members

INDIVIDUAL JURISDICTION CONTRIBUTION	=	GROWTH CONTRIBUTION RATE	x	The Sum of: 100% of the Increase in Commercial and Industrial Property Assessed Valuation Over the Base Year + 25% of the Increase in Residential Property Assessed Valuation Over the Base Year + 50% of the Increase in Property Tax Revenues Over the Base Year + 50% of the Increase in Income Tax Revenues Over the Base Year

As used in the Growth Contribution Formula, "income taxes" means the Program Member's share of municipal income taxes less any municipal income tax reimbursed by a Program Member as an economic development incentive; "property taxes" means the Program Member's share of total property taxes for all funds and all types of property.

(c) Determine annually for each year of the ten-year term of the Agreement the Program Member's distribution from the Government Equity Fund according to the following method of computation (the "Distribution Formula"):

INDIVIDUAL PROGRAM MEMBER'S DISTRIBUTION	=	Total of All Program Members' Contribution For That Year	x	Population of Program Member Total Population of Participating Program Members

As used in the Distribution Formula, "population" means the figures for each political subdivision of the County most recently determined for the distribution of the Local Government Revenue Assistance Fund in the County; "Total of All Program Members' Contribution for that Year" means the sum of the individual jurisdiction's contributions as determined by applying the formula set forth in Section 4.2(b).

(d) Determine annually for each year of the ten-year term of the Agreement the Government Equity Fund Differential (the "Differential"), which shall be the difference between the Program Member's contribution for such year and its distribution for such

year (from the Growth Contribution Formula), being subject to the provisions of Section 4.5 hereof.

(e) Where the Differential indicates a net contribution from the Program Member, receive said net contribution from the Program Member and deposit same in the Government Equity Fund; distribute said net distribution to the Program Member from the Government Equity Fund.

(f) In any Contribution/Distribution Year that either the numerator or the denominator of the Growth Contribution Rate is a negative number, the Government Equity Fund contributions and distributions for that Contribution/Distribution Year shall be zero.

4.3 The schedule for receipt into and distribution from the Government Equity Fund shall be as follows for each year of the ten-year term of the Agreement:

(a) Pending verification of data being used in the Government Equity Model by all Program Members and the receipt of copies of the Ohio Department of Taxation Municipal Income Tax Certification from each of the Program Members who have reported income tax to the Ohio Department of Taxation for the Comparison Year, the Director shall announce annually to the Program Member its net contribution or net distribution between October 1 and October 16 of the year following the year for which the Differential is determined (the "Announcement Year"). The first such annual announcement shall be made October 16, 2020 for the 2019 comparison year.

(b) Where the Differential indicates a net contribution from the Program Member, the Director shall invoice the Program Member for the same on or before March 15 of the year following the Announcement Year; and said net contribution shall be payable by the Program Member on or before April 15 immediately following notification;

(c) Where the Differential indicates a net distribution to the Program Member, the Director shall distribute said net distribution on or before April 30 of the year following the Announcement Year, such distribution being subject to the provisions of Section 4.5 herein and the receipt of all contributions from Program Members being invoiced;

If in any year additional contributions are received from Program Members following the April 15 date of Section 4.3(b) above, said contributions shall be distributed on or before December 1 of such

year to the Program members who were entitled to a net distribution as described in Section 4.3(c) above in the same proportion as the distributions described in Section 4.3(c) above were made.

(d) Where additional contributions are received from Program Members following the December 1 distribution date of Section 4.3(b) above, said contributions shall be distributed on next April 30 according to the distribution formula for that year.

4.4 In addition to the provisions of the Agreement setting forth the manner of determining the allocation of the Economic Development Fund and the contributions to and distribution of the Government Equity Fund, the following computation shall be made and the following distributions shall be provided for:

(a) Promptly following the announcement of the allocation of the Economic Development fund for 2023, the Director shall compute the total amount allocated to each Program Member from the Economic Development Fund (the "ED Amount") for ED Period One. Promptly following the announcement of the allocation of the Economic Development Fund for 2026 and 2029, the Director shall make the same computation with respect to ED Period Two and ED Period Three, respectively.

(b) Promptly following the announcement of the Differentials for each Program Member in Announcement Year 2023 (Contribution/Distribution Year 2024), the Director shall compute the net contribution by, or distribution to, each Program Member with respect to the Government Equity Fund (the "GE Contribution Amount" or "GE Distribution Amount," as applicable) for GE Period One. Promptly following the announcement of such Differentials in Announcement Year 2026 (Contribution/Distribution Year 2027) and Announcement Year 2029 (Contribution/Distribution Year 2030), the Director shall make the same computation with respect to GE Period Two and GE Period Three, respectively.

(c) Upon making the computations described in subsections (a) and (b) above with respect to ED Period One and GE Period One, the Director shall compare the ED Amount for such period for each Program Member with the GE Contribution Amount or GE Distribution Amount for such Program Member. If any Program Member's GE Contribution Amount exceeds such Program Member's ED Amount for such computation period, that Program Member shall be entitled to an allocation in the amount of such excess from the Economic Development Fund. This allocation may

be used by the Program Member at its discretion. The Program Member may also opt to apply the excess amount to an economic development project from the next distribution of the Economic Development Fund, so long as the project qualifies for funding under the guidelines and criteria established pursuant to paragraph 4.1 of the Agreement.

(d) For ED and GE Periods Two and Three, the process set forth in subparagraph (c) above shall be repeated; provided, however, that prior to making the comparison provided for in subparagraph (c), the Director shall add to the Program Member's ED Amount for the period being computed: (i) the amount by which the Program Member's ED Amount for the previous period exceeded the Program Member's GE Contribution for the previous period, and (ii) the Program Member's GE Distribution Amount for the previous period. The amount of any grant for any period pursuant to subparagraph (c) shall not be taken into consideration in the computation of a Program Member's grant eligibility for any subsequent period.

4.5 Notwithstanding any provision in this Article IV to the contrary:

(a) The contribution for Program Member, as determined by Section 4.2(b) above, shall not be an amount greater than thirteen percent (13%) of the growth from the base year of the Program Member's property and income tax revenues; and

(b) The Director is not obligated to distribute from the Government Equity Fund for any year of the term of the Agreement an amount greater than the total net contributions received into the Government Equity Fund for that year, and where the total net contributions received for the year are less than an amount equal to the net contributions for all Program Members for the year as determined by the Differential, the net distribution for the Program Member for that year will be adjusted to a pro rata basis.

(c) The County and the Director covenant that the allocations to Program Members of the ED Amounts for the Year 2030 will not be determined until after Program Members' GE Contribution Amounts and GE Distribution Amounts for Contribution/Distribution Year 2030 have been determined.

ARTICLE V – OBLIGATIONS OF THE PROGRAM MEMBER

5.1 During the term of this Agreement, the Program Member shall:

(a) Provide prompt verification of data used in the Government Equity Model as requested by the Director and furnish such additional information as may be required to accurately complete the Model;

(b) Pay promptly all annual contributions to the Government Equity Fund as determined by the Director, said determination made for the years 2020 through 2029, payable in years 2021 through 2030, inclusive, according to the provisions in Article IV of the Agreement, said payments to be made within 31 days of receipt of notice of the amount due;

(c) Provide accurate and timely reporting of the use of the allocations to the Program Member of the Economic Development Fund and the status of projects funded thereby; and

(d) Provide, at its expense, any legal opinions required by the Director pursuant to Section 4.1 hereof.

5.2 In the event of a fiscal problem or extraordinary circumstances beyond its control which causes a delay in fulfilling the payment obligation of 5.1(a) above, the Program Member shall deliver notice of same by the obligation's due date, pursuant to Article IV herein, to the Director and be, thereby, afforded consideration for a late payment. Consideration for late payment due to such hardship shall be determined by the Director in consultation with the ED/GE Program Advisory Committee, and the terms of late payment as described in this Section 5.2 shall be within the discretion of the Director.

5.3 All program members awarded an ED/GE grant are required to enter into a written development agreement with the recipient/business receiving the grant funds that memorializes the recipient/business's understanding of the fifty percent (50%), twenty-five percent (25%), twenty-five percent (25%) nature of the award, and sets forth the grant monitoring obligations of the recipient/business and the Program Member.

5.4 ED/GE funds awarded to a project may only be used in relation to that specific project. Program Members cannot re-allocate ED/GE funds designated for one project towards another project without the prior express written consent of the Director.

5.5 Program Members acknowledges that the amounts of ED/GE funds it was granted in previous years are not indicative of the ED/GE fund amounts to be granted in future years. Program Members shall not detrimentally rely upon the ED/GE fund amounts the County awarded to the Program Members in the past.

ARTICLE VI – EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in the Agreement with respect to the Program Member, any one or more of the following events:

(a) Failure by the Program Member to pay any contribution by the date when such payments are due under the Agreement;

(b) Failure by the Program Member to fulfill any other obligation on its part required hereunder; or

(c) The filing by the Program Member of a case in bankruptcy, or the subjection of any right or interest of such Program Member under this Agreement to any execution, garnishment or attachment, or adjudication of such Program Member for the benefit of creditors, or the entry by the Program Member into an agreement of composition with creditors or approval by a court of competent jurisdiction of a petition applicable to the Program Member in any proceedings instituted under the provisions of the Federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

6.2 Remedies on Default. Whenever any event of default referred to in Section 6.1 above shall have happened and be continuing, it shall be lawful for the Director to exercise any and all remedies available pursuant to law or granted pursuant to this Agreement. Upon the occurrence of an event of default as described in Section 6.1(a) above, the Program Member may cure the default by paying the contribution due plus interest on such payment at a rate of twelve percent (12%) per annum, provided such payment is received by the Director within thirty (30) days of the date the contribution was due. If such payment is not made within thirty (30) days of the due date, the Program Member's default may be cured by payment of an amount equal to the contribution due plus interest accruing at a rate of twelve percent (12%) per annum from the payment due date plus a penalty charge of ten percent (10%) of the amount of the contribution. In addition, a Program Member in default shall not be entitled to any allocations from the Economic Development Fund or distribution from the Government Equity Fund unless and until the default is cured.

6.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Director is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity, including, but not limited to, the right of any owner by mandamus or other suit or

proceeding at law or in equity to enforce his rights against the Program Member and to compel the Program Member to perform and carry out its duties under this Agreement. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Director to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notices as may be required in this Article or by law.

ARTICLE VII – TERM OF AGREEMENT

7.1 Term of Agreement. The term of the Agreement shall commence January 1, 2020, and continue in full force and effect until December 31, 2029, or until all obligations incurred hereunder shall have been fulfilled if such date is later than December 31, 2029 (the "Expiration Date"). Additional renewal terms may become effective upon written agreement by the parties.

7.2 Termination. The Agreement may be terminated or suspended at the sole discretion of the Board. All settle-up requirements as set forth is Section 4.4 of the Agreement shall be calculated and paid to Program Members no later than six months after termination of the Agreement.

7.3 Termination by Program Member. Any Program Member may terminate its membership in the ED/GE program by giving written notice of said termination, in compliance with Article 9.2(a), no less than thirty (30) days prior to the conclusion of the first four (4) years of the herein agreement (i.e., 12-31-2024), or at the conclusion of the second three years of the herein agreement (i.e., 12-31-2027).

ARTICLE VIII – AMENDMENTS, CHANGES AND MODIFICATIONS

8.1 Amendments in Writing. Except as otherwise provided herein, this Agreement shall not be effectively amended, changed or terminated except in writing, signed on behalf of the Director and the Program Member. Such amendments, changes or termination shall become effective only upon the execution of substantially similar amendments, changes or termination by every Program Member.

8.2 Parties Treated Similarly. It is the intent of this Article that all parties in the Program shall be treated similarly.

ARTICLE IX – MISCELLANEOUS

9.1 Non-Waiver. Any waiver, whether in writing or by failures of the waiving party to timely act, of any requirement within this Agreement or of any breach of any requirement within this Agreement:

(a) Shall not constitute a waiver of any subsequent requirement herein or of any subsequent breach of any requirement herein; and

(b) Shall not otherwise affect the rights of the waiving party under this Agreement with respect to any said subsequent requirement or subsequent breach of said requirement.

9.2 Notices and Correspondence. All notices pertaining to or affecting the provisions of this Agreement shall be in writing and either delivered in person or sent by registered mail or certified mail, return receipt requested, to the parties at the following addresses:

(a) Correspondence to the Director:

Mailed: Dept. of Community & Economic Development
10th Floor
P.O. Box 972
Dayton, OH 45422

Delivered: Dept. of Community & Economic Development
10th Floor
451 W. Third St.
Dayton, OH 45422

(b) Correspondence to the Program Member

Mailed: City of Dayton, Ohio
101 W. Third Street
Dayton, Ohio 45402
ATTN: Ford Weber, Director of Economic Development

Either of the parties shall be entitled to specify as its proper address for the purposes of this Agreement any other address located within the County upon ten (10) days prior written notice to the other party.

9.3 Captions. Captions in this Agreement are inserted for convenience of reference only and shall in no way be construed to be interpretations of the text.

9.4 Applicable State Law. The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Ohio.

9.5 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Director and the Program Member and their respective legal successors. Any obligations of the Director created by or arising out of this Agreement shall be payable out of Program Funds and, in the complete discretion of the Director, from any other source deemed legal and appropriate by the Director. Any obligations of the Program Member created by or arising out of this Agreement shall be payable from whatever source deemed legal and appropriate by the Program Member.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which collectively shall constitute one and the same instrument.

9.7 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, the remainder of the terms, provisions, covenants and restrictions set forth in this Agreement shall in no way be affected, impaired or invalidated. With respect to any invalidated provision of this Agreement, the parties shall negotiate and in good faith agree to such amendments, modifications or supplements to this Agreement, and shall, to the maximum extent practicable, implement and give effect to the intentions of the parties in this Agreement.

9.8 Assignment. No assignment of this Agreement is permitted or authorized without the express written consent of both parties

9.9 Integrated Agreement. This Agreement, and any Exhibits attached hereto, constitutes the entire understanding of the Parties with respect to this subject matter and supersedes all prior and contemporaneous agreements, communications, representations and negotiations, whether oral or written. Parties hereby affirm that the terms, conditions, and provisions of this Agreement, and any amendments that may be executed in accordance with the terms and conditions set forth in this Agreement, shall govern the obligations of the Parties.

[SIGNATURE PAGE BELOW]

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, OHIO

_____

_____
Judy Dodge

_____

_____
Deborah A. Lieberman

_____

_____
Carolyn Rice

OR

_____

_____
Michael B. Colbert, County Administrator

AND

_____

_____
Erik Collins, Director

POLITICAL JURISDICTION:

CITY OF DAYTON, OHIO

_____

_____
Shelley Dickstein, City Manager

APPROVED AS TO FORM AND CORRECTNESS
CITY ATTORNEY

APPROVED AS TO FORM:
Mathias H. Heck, Jr.
Prosecuting Attorney
By: _____
Date: _____

SCHEDULE A
SCHEDULE OF BASE YEAR AND COMPARISON YEAR FOR EACH CONTRIBUTION/DISTRIBUTION YEAR

Contribution/ Distribution Year	Base Year	Comparison Year	Announcement Year
2021	2016	2019	2020
2022	2017	2020	2021
2023	2018	2021	2022
2024	2019	2022	2023
2025	2020	2023	2024
2026	2021	2024	2025
2027	2022	2025	2026
2028	2023	2026	2027
2029	2024	2027	2028
2030	2025	2028	2029

BACK

DRAFT

1st Reading 11.
31791-20

By: ..... No. .....

AN ORDINANCE

Appropriating Funds for the Year 2020 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

WHEREAS, State law and the Charter of the City of Dayton require an Annual Appropriation Ordinance to provide for the expenses and obligations of various City Departments for the ensuing year; and,

WHEREAS, State law imposes an April 1 deadline by which each political subdivision or other taxing unit of the State of Ohio shall pass an annual appropriation measure for that fiscal year; now, therefore,

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

Section 1. That there shall be and hereby are appropriated out of any monies in the treasury, or any accruing revenues of the City available for said purposes, the sums of appropriation hereafter set forth in the column marked "2020 Appropriations".

		2020 Appropriations
GOVERNMENTAL FUND TYPE		
(1) General Fund - 10		
1200	Clerk of Commission	1,302,500
1300	Civil Service Board	1,525,100
1400	Human Relations Council	1,001,100
2100	City Manager's Office	1,380,800
2101	Public Affairs	1,260,800
2105	Office of Sustainability	212,500
2300	Dept. of Planning and Community Development (including Housing Inspection)	
	Expenses	3,427,000
	Transfers Out	150,000
	Total	3,577,000
2500	Clerk of Courts	3,891,900
2510	Municipal Court	4,909,600
2600	Department of Economic Development (including Zoning Admin. & Building Inspection)	3,691,000
2700	Dept. of Procurement, Management & Budget	1,852,000
3400	Department of Water	118,400
5200	Department of Law	2,903,600
5300	Department of Finance	4,050,400
5500	Department of Information Technology	7,022,100

		2020 Appropriations
5600	Department of Human Resources	1,164,500
6200	Department of Police	
	Expenses	53,121,200
	Transfers Out	850,700
	Total	53,971,900
6300	Department of Fire	42,853,900
6400	Department of Public Works	26,001,400
6500	Department of Recreation & Youth Services (incl. Convention Ctr.)	5,726,700
9980	Non-Departmental	
	Expenses	1,607,600
	Transfers Out	945,000
	Total	2,552,600
Issue 9 - General Fund - 10001		
6400	Department of Public Works	624,000
9980	Non-Departmental	
	Transfers Out	7,928,500
	Total	7,928,500
	Total Issue 9 - General Fund	8,552,500
16999	Special Projects	
	Expenses	14,562,900
	Transfers Out	3,878,000
	Total	18,440,900
75000	Income Tax Fund	
	Transfers Out	5,500,000
	Total	5,500,000
Total General Fund		**203,463,200**
(2) Special Revenue		
Roadway Maintenance Fund – 21999		
Street Maintenance Fund - 21000		
6400	Department of Public Works	6,065,700
	Total Roadway Maintenance Fund	**6,065,700**
Street Maintenance Capital - 21200		
6400	Department of Public Works	1,900,000
	Total Street Maintenance Capital	**1,900,000**
Highway Maintenance Fund - 21100		
6400	Department of Public Works	722,900
	Total Highway Maintenance Fund	**722,900**
Total Roadway Maintenance Fund		**8,688,600**

		2020 Appropriation
HUD Programs Operating		
Community Dev. Block Grant Fund - 26204-26209 and 26102		
2300	Dept. of Planning and Community Development	2,634,300
5300	Department of Finance	80,000
	Total Community Dev. Block Grant Fund	**2,714,300**
HOME Operating Fund - 27000		
2300	Dept. of Planning and Community Development	134,100
	Total HOME Operating Fund	**134,100**
Total HUD Programs Operating		**2,848,400**
HUD Programs Non-Operating		
Fair Housing Grant Fund - 23000 - 23999		
	Various Departments	50,000
	Total	**50,000**
	Prior Year's Unexpended Appropriation	**157,900**
	Total Fair Housing Grant Fund	**207,900**
Emergency Solutions Grant - 25002		
	Various Departments	466,300
	Total	**466,300**
	Prior Year's Unexpended Appropriation	**480,500**
	Total Emergency Solutions Grant	**946,800**
Continuum of Care Grant - 25525 - 25599		
	Various Departments	2,762,400
	Total	**2,762,400**
	Prior Year's Unexpended Appropriation	**1,637,200**
	Total Continuum of Care Grant	**4,399,600**
Community Dev. Block Grant Non-Operating Fund - 26001 - 26906		
	Various Departments	2,579,700
	Total	**2,579,700**
	Prior Year's Unexpended Appropriation	**8,152,900**
	Total Community Dev. Block Grant Non-Operating Fund	**10,732,600**
HOME Non-Operating Fund - 27001 - 27999		
	Various Departments	0
	Total	**0**
	Prior Year's Unexpended Appropriation	**4,200,600**
	Total HOME Non-Operating Fund	**4,200,600**
Total HUD Programs Non-Operating		**20,487,500**

		2020 Appropriation
Miscellaneous Grants - 28000; 29000		
	Various Departments	2,925,700
	Total	**2,925,700**
	Prior Year's Unexpended Appropriation	**12,710,700**
	Total Miscellaneous Grants	**15,636,400**
Other Special Revenue - 22111-515		
	Various Departments	9,622,800
	Total	9,622,800
	Prior Year's Unexpended Appropriation	**897,100**
	Total Other Special Revenue Fund	**10,519,900**
Total Special Revenue		**58,180,800**
(3) Debt Service		
General Debt Retirement Fund - 31100-33100		
5300	Department of Finance	10,447,300
	Total General Debt Retirement Fund	**10,447,300**
Total Debt Service		**10,447,300**
(4) Capital Project Funds		
General Capital Fund - 40000		
	Various Capital Projects	31,580,500
	Transfers Out	337,000
	Total	**31,917,500**
	Prior Year's Unexpended Appropriation	**39,018,300**
Total Capital Project Funds		**70,935,800**
(5) Permanent Funds		
Permanent Fund - 71000		
	Various Departments	50,000
	Total Permanent Fund	**50,000**
TOTAL GOVERNMENTAL FUND		**343,077,100**
PROPRIETARY FUND TYPE		
(6) Enterprise Funds		
Aviation Operating Fund - 51000 and 51001		
3200-9990	Department of Aviation	
	Expenses	35,237,100
	Transfers Out	1,680,200
	Total	36,917,300
	Total Aviation Operating Fund	**36,917,300**
Aviation Capital Fund - 51002 - 52999		
	Various Capital Projects	8,065,400
	Transfers Out	5,049,500
	Total	**13,114,900**
	Prior Year's Unexpended Appropriation	**27,830,000**
	Total Aviation Capital Fund	**40,944,900**

		2020 Appropriation
Water Operating Fund - 53000, 53997 and 53998		
2600	Department of Economic Development	132,000
3400	Department of Water - 3400 and 9970	
	Expenses	52,885,400
	Transfers Out	9,333,300
	Total	62,218,700
5300	Department of Finance	4,235,400
	Total Water Operating Fund	**66,586,100**
Water Capital Fund - 53001 - 53996		
	Various Capital Projects	9,358,300
	Total	**9,358,300**
	Prior Year's Unexpended Appropriation	**27,232,800**
	Total Water Capital Fund	**36,591,100**
Sanitary Sewer Operating Fund - 55000		
3400	Department of Water - 3400 and 9970	
	Expenses	33,182,800
	Transfers Out	7,000,000
	Total	40,182,800
	Total Sanitary Sewer Operating Fund	**40,182,800**
Sanitary Sewer Capital Fund - 55001 - 55999		
	Various Capital Projects	24,000,000
	Total	**24,000,000**
	Prior Year's Unexpended Appropriation	**22,129,700**
	Total Sanitary Sewer Capital Fund	**46,129,700**
Storm Water Operating Fund - 58000		
3400	Department of Water - 3400 and 9970	
	Expenses	5,550,800
	Transfers Out	1,000,000
	Total	6,550,800
6400	Department of Public Works	
	Expenses	1,377,600
	Transfers Out	0
	Total	1,377,600
	Total Storm Water Operating Fund	**7,928,400**
Storm Water Capital Fund - 58001 - 58999		
	Various Capital Projects	4,000,000
	Total	**4,000,000**
	Prior Year's Unexpended Appropriation	**3,943,400**
	Total Storm Water Capital Fund	**7,943,400**
Golf Operating Fund - 59000		
6500	Department of Recreation & Youth Services	
	Expenses	3,075,000
	Transfers Out	0
	Total	3,075,000
	Total Golf Operating Fund	**3,075,000**

		2020 Appropriation
Golf Capital - 59001		
	Various Capital Projects	0
	Total	**0**
	Prior Year's Unexpended Appropriation	**99,900**
	Total Golf Capital Fund	**99,900**
Total Enterprise Funds		**286,398,600**
(7) Internal Service Funds		
Fleet Management Fund - 61000		
6400	Department of Public Works	8,056,700
	Total Fleet Management Fund	**8,056,700**
Document Management Services Fund - 62100		
5500	Department of Central Services	617,500
	Total Stores and Reproduction Fund	**617,500**
Healthcare Self Insurance - 63000		
5600	Department of Human Resources	30,738,100
	Total Healthcare Self Insurance Fund	**30,738,100**
Workers' Compensation Fund - 65000		
5600	Department of Human Resources	4,827,700
	Total Workers' Compensation Fund	**4,827,700**
Plumbing Shop - 66000		
6400	Department of Public Works	753,200
	Total Plumbing Shop	**753,200**
Fire Fleet Management - 67000		
6330	Department of Fire	1,312,200
	Total Fire Fleet Management Fund	**1,312,200**
Total Internal Service Funds		**46,305,400**
TOTAL PROPRIETARY FUND		**332,704,000**
TOTAL ALL OPERATING FUNDS		**675,781,100**

Section 2. That the City Manager is authorized to advance up to One Million Dollars and Zero Cents ($1,000,000.00) from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.

Section 3. That the City Manager is authorized to transfer funds in the amounts set forth in Section 1 above and as described below:

				2020 Transfers Out
GOVERNMENTAL FUND TYPE				
(1) General Fund - 10				
	From		***To***	
10000-2300	Planning and Community Development	16999-2300	Special Projects	150,000
10000-6200	Police	28000-6200	Miscellaneous Grants	810,700
	Police	16000-2380	Special Projects	40,000
10000-9980	Non-Departmental	16999-2700	Special Projects	400,000
		16999-5600	Special Projects	175,000
		16999-1400	Special Projects	150,000
		28999-1400	Miscellaneous Grants	100,000
	Subtotal Transfers Out			**825,000**
Issue 9 - General Fund - 10001				
10001-9980	Non-Departmental	16999-2300	Special Project	4,300,000
		40000-6400	Capital	3,384,500
		40000-6500	Capital	244,000
	Subtotal Transfers Out			**7,928,500**
16999-2600	Special Projects	40000-2600	Capital	34,900
		31100-5300	G.O. Debt	174,400
		65000-5600	Workers' Compensation Fund	1,420,000
	Subtotal Transfers Out			**1,629,300**
75000-5300	Income Tax Fund	16999-2600	Special Projects	3,000,000
		16999-2300	Special Projects	1,000,000
		40000-6400	Capital	1,500,000
	Subtotal Transfers Out			**5,500,000**
Total General Fund Transfers Out				**16,883,500**
(4) Capital Projects				
40001-49999	General Capital Fund	31100-5300	G.O. Debt	337,000

				2020 Transfers Out
PROPRIETARY FUND TYPE				
(6) Enterprise Funds				
51000 and 51001-9960	Aviation Operating Fund	51002 - 52999-3200	Aviation Capital	1,680,200
51002-52999-3200	Aviation Capital	51000 - 51000-3200	Aviation Operating	5,049,500
53000-9970	Water Operating Fund	53001 - 53996-3400	Water Capital	9,333,300
55000-9970	Sanitary Sewer Operating Fund	55001 - 55999-3400	Sanitary Sewer Capital	7,000,000
58000-9970	Storm Water Operating Fund	58001 - 58999-3400	Storm Water Capital	1,000,000
Total Enterprise Funds				**24,063,000**
TOTAL ALL FUNDS				**41,283,500**

Section 4. That all books of accounts, warrants, orders, vouchers, and other official documents that refer to any appropriation shall identify the fund from which monies are appropriated or drawn by the code number set forth in the detailed budget.

Section 5. That the temporary appropriations made by Ordinance Number 31761-19, which was approved by the Commission on November 13, 2019, shall be considered as part of and charged against the sum appropriated for the same purpose by this Ordinance.

PASSED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

February 5, 2020

TO: Shelley Dickstein, City Manager

FROM: Diane T. Shannon, Director
Department of Procurement, Management & Budget

SUBJECT: 2020 Original Appropriation Ordinance

Attached for your review and submission to the City Commission is the 2020 Original Appropriation Ordinance. Overall, the appropriation totals $675.8 million. It funds critical City services, our commitment to Issue 9-Your Dollars, Your Neighborhood, maintenance of vital infrastructure, and neighborhood investments including park upgrades, demolition, and our largest paving program in at least 40 years. The budget funds the 2020 Dayton Fire Recruit Class, 24 of whom are homegrown heroes, and the most diverse class in DFD history. Also funded in the 2020 appropriation is a new sustainability office and a new consolidated call center for improved customer service.

We are requesting the first reading on February 12, and second reading with City Commission approval on February 26, as a non-emergency ordinance. Please note the Mayor's State of the City address is scheduled for February 19. The Original Appropriation will take effect on March 27. The Appropriation Ordinance reflects the budget as presented and discussed with the City Commission during the two budget work sessions held in December, and as reflected in the 2020 Budget Resolution, with a few modifications.

These changes from the Budget Resolution passed by the City Commission on December 18 include $3.1 million in net budget increases, as well as $148.9 million in 2019 carry-over budget for Capital and Non-operating Funds. These changes are summarized below.

1. The original General Fund appropriation of $203.5 million includes the Departmental budgets at $185.0 million and Special Projects at $18.4 million. There is a $3.9 million change in the Special Projects budget when compared to the 2020 Budget Resolution.

    - The Non-Departmental expenditure budget was reduced by $120,000 and moved to transfers out to fund the employee development through the UD Leadership program. The net effect of this change is zero.
    - A $300,000 increase in the Judgments Special Project Fund for judgments against the City.
    - An increase of $295,500 for funding for Police in-car cameras that was inadvertently left out of the Public Safety Photo Enforcement Fund budget.
    - $120,000 increase in the Professional Development Fund for the UD Leadership program, funded from the Non-Departmental budget.
    - An addition of $730,000 in the General Fund-supported Demolition Fund to match the budget to the cash balance.
    - An increase of $140,000 for vendor expenses related to Photo Enforcement activities.
    - A $46,500 addition for the Citizen Engagement budget to match the cash balance.
    - An increase of $324,800 in transfers out from Unclaimed Funds, enabling those funds to be expended for departmental uses. This is a 2020 budget solution.

- $1.5 million transfer from the 27th Pay Fund for purposes of funding the General Fund share of the additional SA payroll.
- $423,900 transfer from the Water Street Garage Fund to the Bond Retirement Fund to support the debt on the garage.

2. A correction of $1.0 million to HOME Non-Operating to reflect the carry-over budget.

3. A General Capital increase of $80,000, of which $50,000 provides budget for facility improvements for the Paramedicine program and $30,000 for repair of Five Oaks gates.

4. Water Capital's 2020 budget increases by $25,000 for tornado-related costs that were not included in the Budget Resolution.

5. An increase of $127,700 for one position in the Sewer Operating Fund that was inadvertently omitted from the Budget Resolution.

6. The 2020 Original Appropriation includes the current year appropriation along with the prior year's unexpended appropriation balance for all Non-Operating and Capital Funds. The Budget Resolution included the 2020 current year appropriation only and did not include any carry-over budget since those amounts could not be identified until December 31. The prior year's unexpended appropriation balance (carry-over budget) adjustments are listed below.

Fund	Carry-Over
Special Projects	450,300
Fair Housing	157,900
Emergency Solutions	480,500
Continuum of Care	1,637,200
CDBG Non-Operating	8,152,900
HOME Non-Operating	4,200,600
Miscellaneous Grants	12,710,700
Other Special Revenue	897,100
General Capital	39,018,300
Aviation Capital	27,830,000
Water Capital	27,232,800
Sewer Capital	22,129,700
Storm Water Capital	3,943,400
Golf Capital	99,900
Total Carry-over Budget	**$ 148,941,300**

Please let me know if you have any questions or require additional information.

DTS/sb

Attachment

cc: Mr. Parlette, Ms. Clements, M&B Staff

BACK

12.

975-20

BY..... NO.....

DRAFT

AN INFORMAL RESOLUTION

Approving Montgomery County Board of Commissioners' Reappointment of a Member to the Board of Directors of the Dayton-Montgomery County Port Authority.

WHEREAS, The Montgomery County Board of Commissioners ("County") appoints five members to the Board of Directors of the Dayton-Montgomery County Port Authority in accordance with the Port Authority Agreement ("Agreement"), which was approved by the City Commission on January 12, 2000 by Ordinance 29794-00; and

WHEREAS, The terms of Agreement provide that the City Commission shall approve each of the five members nominated by the County to serve on the Board of Directors of the Dayton-Montgomery County Port Authority; and

WHEREAS, The County has recommended Mr. Joseph M. Geraghty for reappointment to the Board of Directors of the Dayton-Montgomery County Port Authority for a term ending on December 31, 2022; and

WHEREAS, The County's candidate for reappointment to the Board of Directors of the Dayton-Montgomery County Port Authority has been reviewed by this Commission; now, therefore,

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

Section 1. That this Commission approves the County's nomination of Mr. Joseph M. Geraghty for reappointment to the Board of Directors of the Dayton-Montgomery County Port Authority for a term ending December 31, 2022.

ADOPTED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

_____
Mayor of the City of Dayton, Ohio

ATTEST:

_____
Clerk of Commission

APPROVED AS TO FORM:

_____
City Attorney

20-0138

RESOLUTION NO. 20-0138
JANUARY 28, 2020

RESOLUTION AUTHORIZING THE REAPPOINTMENT OF JOSEPH M. GERAGHTY TO THE DAYTON-MONTGOMERY COUNTY PORT AUTHORITY FOR A TERM ENDING DECEMBER 31, 2022, IN ACCORDANCE WITH THE PORT AUTHORITY AGREEMENT OF JANUARY 11, 2000.

WHEREAS, the Montgomery County Board of Commissioners approved the Port Authority Agreement by Resolution #00-50 creating the Dayton-Montgomery County Port Authority on January 11, 2000; and

WHEREAS, the Port Authority Agreement provides for a nine member Board of Directors to govern the Dayton-Montgomery County Port Authority, and establishes a procedure to appoint members to the Board; and

WHEREAS, Joseph M. Geraghty is recommended for reappointment for a term ending December 31, 2022.

BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Ohio, that Joseph M. Geraghty be and is hereby reappointed to serve on the Dayton-Montgomery County Port Authority for a term ending December 31, 2022.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this Resolution and make an imaged copy of this Resolution available on the Montgomery County, Ohio, website at http://www.mcohio.org/.

RESOLUTION NO: 20-0138
JANUARY 28, 2020

CERTIFICATE

Mrs. Rice moved the adoption of the foregoing resolution. It was seconded by Ms. Dodge, and upon call of the roll the following vote resulted:

Mrs. Rice, aye; Ms. Dodge, aye; Mrs. Lieberman; absent: Carried.

- -

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, on the 28th day of January, 2020.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

Emily Bradford

Emily Bradford, Clerk
Board of County Commissioners
Montgomery County, Ohio

BACK