CITY COMMISSION MEETING AGENDA

CITY COMMISSION
DAYTON, OHIO
MARCH 16, 2022

6:00 P.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.
(Sign-up sheets at entrance of Commission Chambers.)

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager’s Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearing: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission -
   (Non-Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: Work Session – Housing Update
   4:30 P.M. - PRC
   https://www.daytonohio.gov/govtv
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:

   AVIATION
1. (Cont’d):

<table>
<thead>
<tr>
<th><strong>FIRE</strong></th>
<th>Atlantic Emergency Solutions Inc. (fourteen (14) thermal imaging cameras with accessories)</th>
<th>$119,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HUMAN RESOURCES</strong></td>
<td>Burrs, Dr. Linda J. dba Step Up to Success! LLC (professional executive coaching as needed through 12/31/22)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td><strong>INFORMATION TECHNOLOGY</strong></td>
<td>CDW Government, Inc. (renewal of Commvault Metallic Office 365 Cloud Backup Licenses)</td>
<td>$44,797.80</td>
</tr>
<tr>
<td><strong>PROCUREMENT MANAGEMENT &amp; BUDGET</strong></td>
<td>Benevate, Inc. dba Neighborly Software (five neighborly software licenses and two implementation programs as needed through 12/31/26)</td>
<td>$20,000.00</td>
</tr>
<tr>
<td><strong>PUBLIC WORKS</strong></td>
<td>Best Equipment Company, Inc. (three new right hand side loader waste collection trucks)</td>
<td>$1,037,143.80</td>
</tr>
<tr>
<td><strong>RECREATION</strong></td>
<td>Comptech Computer Technologies, Inc. (temporary staffing services as needed through 12/31/23)</td>
<td>$350,000.00</td>
</tr>
<tr>
<td><strong>WATER</strong></td>
<td>Commvault Systems, Inc. (computer software maintenance and support services needed through 12/31/25)</td>
<td>$173,089.60</td>
</tr>
<tr>
<td></td>
<td>Rebuild-It Services Group LLC (fix safety hazards created by replacing drive units for clarifiers)</td>
<td>$30,720.00</td>
</tr>
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<td></td>
<td>-Depts. of Aviation, Fire, Human Resources Information Technology, Procurement Management and Budget, Public Works, Recreation, and Water</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td>$1,972,394.32</td>
</tr>
</tbody>
</table>

2. Miami Valley Fair Housing Center, Inc. – Service Agreement – Community Development Block Grant -Subrecipient Agreement to administer the Analysis of Impediments to Fair Housing Choice (A1) – Department of Planning, Neighborhoods and Development | $51,800.00 |
| | (Thru 12/31/22) | |
   $84,916.20
   (Thru 12/31/24)

4. Motorola Solutions Inc. – Service Agreement – to provide a combination of hardware, software and services to upgrade the radio dispatch consoles in the Aviation Police Department – Department of Aviation/AP Administration & Finance
   $307,090.00
   (Thru 12/31/26)

B. Construction Contract:

5. Insight Pipe Contracting, LLC. – Award of Contract – for Wellfield Protection Area Sanitary Liner Installation (Open Market) – Department of Water/Water Engineering
   $503,040.51
   (Thru 10/31/23)

IV. LEGISLATION:

Emergency Ordinance – First Reading:

6. No. 31971-22 Authorizing the Sale of Certain Real Estate Located at 334 Norwood Avenue to Gem City-Hilltop Community Development and Housing Inc. for a Public Purpose, and Declaring an Emergency.

Emergency Resolution – First Reading and Second Reading:

7. No. 6638-22 Authorizing the Submission of the 2021 Action Plan Amendment for American Rescue Plan Act (ARPA) Funding; Authorizing Acceptance of a Grant Award Under One (1) Community Planning and Development Formula Programs from the U. S. Department of Housing and Urban Development (HUD) on Behalf of the City of Dayton, and Declaring an Emergency.

Emergency Resolutions – Second Reading:

8. No. 6635-22 Approving the Submission of a Grant Application and Authorizing the Acceptance of a Grant Award from the Montgomery County Solid Waste District in the Amount of Ten Thousand Four Hundred Nine Dollars and Fifty-Six Cents ($10,409.56) on Behalf of the City of Dayton, and Declaring an Emergency.
9. **No. 6636-22** Approving the Submission of a Grant Application and Authorizing the Acceptance of a Grant Award from the Montgomery County Solid Waste District in the Amount of Forty-Seven Thousand Five Hundred Eighty-Two Dollars and Zero Cents ($47,582.00) on Behalf of the City of Dayton, and Declaring an Emergency.

**Resolution – First Reading**


**VI. MISCELLANEOUS:**

- **ORDINANCE NO. 31972-22**
- **RESOLUTION NO. 6639-22**
- **IMPROVEMENT RESOLUTION NO. 3599-22**
- **INFORMAL RESOLUTION NO. 994-22**
AVIATION

(A1)  P0220762 – DEFRIES COPP LLC dba COPP SYSTEMS INTEGRATOR, DAYTON, OH

- Sixty-six (66) new cameras, network video recorder, cabling and related items.
- These goods and services are required to replace security cameras that are worn beyond economical maintenance and repair for the Dayton International Airport.
- DeFries Copp LLC dba Copp Systems Integrator is the Original Equipment Manufacturer (OEM) of the existing network; therefore, this purchase was negotiated.
- DeFries Copp LLC dba Copp Systems Integrator qualifies as a Dayton local entity.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Aviation Equipment Purchases</td>
<td>51070-3210-1413-43</td>
<td>$120,643.12</td>
</tr>
</tbody>
</table>
FIRE

(B1) **P0220754 – ATLANTIC EMERGENCY SOLUTIONS, INC., CHESTER, VA**
- Fourteen (14) thermal imaging cameras with accessories.
- These goods are required to provide additional security for City’s Firefighters.
- Atlantic Emergency Solutions, Inc. is recommended as the Original Equipment Manufacturer (OEM) State of Ohio’s authorized distributor; therefore, this purchase was negotiated.
- Ninety percent (90%) funding from 2020 Assistance to Firefighters Grant (EM2-202-FG-11378) and ten percent (10%) funding from City.
- The Department of Fire recommends approval of this order.

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<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<tr>
<td>2022</td>
<td>2020 Assist to Firefighter's Grant</td>
<td>28174-6340-1301-71</td>
<td>$119,000.00</td>
</tr>
</tbody>
</table>

HUMAN RESOURCES

(C1) **P0220749 – BURRS, DR. LINDA J.dba STEP UP TO SUCCESS! LLC, MIAMISBURG, OH**
- Professional executive coaching as needed through 12/31/2022.
- These services are required to provide executive coaching in leadership development, communication, conflict resolution and general support.
- Burrs, Dr. Linda J. dba Step Up To Success! LLC is recommended based upon proven past performance and continuity of services; therefore, this purchase was negotiated.
- The Departments of Aviation and Human Resources recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1156-43</td>
<td>$25,000.00</td>
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</tbody>
</table>

INFORMATION TECHNOLOGY

(D1) **P0220751 – CDW GOVERNMENT, INC., VERNON HILLS, IL**
- Renewal of Commvault Metallic Office 365 Cloud Backup Licenses.
- These goods are required for the continued recovery of enterprise cloud data.
- Rates are in accordance with the State of Ohio Term Schedule # 534605 and Index #STS033 with pricing through 10/30/2023.
- The Departments of Information Technology and Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-5560-1164-65</td>
<td>$35,932.80</td>
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<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3421-1164-54</td>
<td>$8,865.00</td>
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</tbody>
</table>
PROCUREMENT MANAGEMENT AND BUDGET – PROCUREMENT

(E1) P0220764 – BENEVATE, INC. dba NEIGHBORLY SOFTWARE, ATLANTA, GA
- Five (5) neighborly software licenses and two (2) implementation programs.
- These goods and services are required to facilitate the community and small business contracts for the American Rescue Plan and to assist with compliance.
- Benevate, Inc. dba Neighborly Software is recommended based upon proven past performance and continuity of services; therefore, this purchase was negotiated. Also, they are the current Federal grant compliance provider.
- The Department of Procurement Management and Budget requests additional authority of $60,000.00 through 12/31/2026.
- The Department of Procurement Management and Budget recommends approval of this order.

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<tr>
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<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<td>2022</td>
<td>ARPA Administrative Expenses</td>
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<td>$12,000.00</td>
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<tr>
<td>2023</td>
<td>ARPA Administrative Expenses</td>
<td>29002-9980-1168-99</td>
<td>$15,000.00</td>
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<tr>
<td>2024</td>
<td>ARPA Administrative Expenses</td>
<td>29002-9980-1168-99</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2025</td>
<td>ARPA Administrative Expenses</td>
<td>29002-9980-1168-99</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2026</td>
<td>ARPA Administrative Expenses</td>
<td>29002-9980-1168-99</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – WASTE COLLECTION

(F1) P0220765 – BEST EQUIPMENT COMPANY, INC., INDIANAPOLIS, IN
- Three (3) new right-hand side-loader waste collection trucks.
- This vehicle is required for the daily operations of the Division and will replace Units #161951, #1903 and #1905 which will be disposed of in the best interest of the City.
- Rates are in accordance with the Sourcewell Contract pricing #091219-LEG.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-6440-1412-32</td>
<td>$345,714.60</td>
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<tr>
<td>2022</td>
<td>2022 Auto Side Load Refuse Packers</td>
<td>49203-6440-1412-32</td>
<td>$691,429.20</td>
</tr>
</tbody>
</table>
RECREATION – SPORTS

(G1) P0220648 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERVILLE, OH

- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB No. 18066JL with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $20,000.00 by $170,000.00 for a total not to exceed $190,000.00 and therefore requires City Commission approval.
- The Department of Recreation requests additional authority of $180,000.00 through 12/31/2023.
- The Department of Recreation recommends approval of this order.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Community Golf &amp; Recreation Fund</td>
<td>13000-6550-1159-56</td>
<td>$170,000.00</td>
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<tr>
<td>2023</td>
<td>Community Golf &amp; Recreation Fund</td>
<td>13000-6550-1159-56</td>
<td>$180,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER ENGINEERING

(H1) P0220763 – COMMVAULT SYSTEMS, INC., OCEANPORT, NJ

- Computer software maintenance and support services.
- These services are required to maintain and support Water’s backup system software.
- Commvault Systems, Inc. is recommended as the Original Equipment Manufacturer (OEM) and sole source of these proprietary services; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $135,000.00 through 12/31/2025.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3421-1164-54</td>
<td>$38,089.60</td>
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<tr>
<td>2023</td>
<td>Water Operating</td>
<td>53000-3421-1164-54</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Water Operating</td>
<td>53000-3421-1164-54</td>
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<tr>
<td>2025</td>
<td>Water Operating</td>
<td>53000-3421-1164-54</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION

(H2) P0220487 – REBUILD-IT SERVICES GROUP LLC, MIDVALE, UT

- Fix safety hazards created by replacing drive units for clarifiers.
- These services are required to fill the gap in the grating as a result of replacing the clarifier drives.
- Twelve (12) of the fourteen (14) drives that were replaced will need this done.
- This is a continuation of work that was awarded through RFI 20-026WTWT.
- This amendment increases the previously authorized amount of $281,754.00 by $30,720.00 for a total not to exceed 312,474.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>2022</td>
<td>Waste Water Treatment</td>
<td>55003-3460-1424-54-SF2101</td>
<td>$30,720.00</td>
</tr>
</tbody>
</table>

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

From 2390 - Planning, Neighborhoods & Dev / Development

Supplier, Vendor, Company, Individual

Name Miami Valley Fair Housing Center, Inc.

Address 505 Riverside Drive
Dayton, Ohio 45405

Date March 16, 2022

Expense Type Service Agreement

Total Amount $51,800.00 thru 12/31/2022

Fund Source(s) Fund Code(s) Fund Amount(s)
Community Development Block Grant (CDBG) – Operating 26205-2390-1159-31 $51,800.00

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

Description

Community Development Block Grant - Subrecipient Agreement

The Department of Planning, Neighborhoods & Development requests approval to enter into an Agreement with Miami Valley Fair Housing Center, Inc. (MVFHC) in the amount of $51,800.00, to administer the Analysis of Impediments to Fair Housing Choice (AI).

These funds will support MVFHC’s generation of the AI for the 2021-2025 Consolidated Plan. Montgomery County, the City of Dayton, the City of Kettering are Entitlement funding recipients from the United States Department of Housing and Urban Development and are required to complete the AI and to develop a Fair Housing Action Plan. While each Partner could conduct its own AI, each has agreed to participate in a unified approach to identify and address local fair housing concerns.

This Agreement is funded with 2020 Community Development Block Grant (CDBG) allocation, in the Housing & Neighborhood Development Planning Fund. This project is funded through CDBG Operating because HUD deems this to be an eligible administrative expense.

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

This Agreement will commence upon execution and will expire December 31, 2022.

A Certificate of Funds is attached.

E-SIGNED by Chris Lipson on 2022-03-09 20:34:22 GMT

Division E-SIGNED by Todd Kinskey on 2022-03-09 20:48:14 GMT

Department

City Manager
FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS
CT22-3249

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
</table>

- **Contract Start Date**: upon execution
- **Expiration Date**: 12/31/2022
- **Original Commission Approval**: $51,800.00
- **Initial Encumbrance**: $51,800.00
- **Remaining Commission Approval**: $-
- **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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$51,800.00</th>
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<tbody>
<tr>
<td>Fund Code:</td>
<td>26205-2390-1159-31-XXXX-XXXX</td>
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<td>Act:</td>
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<tr>
<td>Loc:</td>
<td>XXXX</td>
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</table>

**Vendor Name**: Miami Valley Fair Housing Center, Inc.

**Vendor Address**: 505 Riverside Drive Dayton OH 45405

- **Street**: 505 Riverside Drive
- **City**: Dayton
- **State**: OH
- **Zip Code + 4**: 45405

**Federal ID**: 311384075

**Commodity Code**: 96199

**Purpose**: Miami Valley Fair Housing Center will administer the Analysis of Impediments to Fair Housing Choice Program to eliminate housing discrimination and ensure equal housing opportunity for all persons throughout the Miami Valley.

**Contact Person**: Ashley Hatton X3696

**Planning, Neighborhoods & Development/Development Department/Division**: Planning, Neighborhoods & Development/Development Department/Division

**Date**: 3/1/2022

**E-SIGNED by Steven Gondor on 2022-03-04 17:34:03 GMT**

**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**: [Signature]

**Date**: 3/8/22

**CF Prepared by**: [Signature]

**Date**: 3/8/22

**CF/CT Number**: CT22-3249

**SA 03/07/2022**

Finance Department

October 18, 2011
CDBG SUBRECIPIENT AGREEMENT
MIAMI VALLEY FAIR HOUSING CENTER, INC.
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE
CFDA 14.218

THIS AGREEMENT, entered into this __________ day of ____________________, 2021, is between the CITY OF DAYTON OHIO, a municipal corporation in and of the State of Ohio, (hereinafter referred to as “City”) and MIAMI VALLEY FAIR HOUSING CENTER, INC., a not-for-profit corporation organized under the laws of the State of Ohio, (hereinafter called “Subrecipient”).

WITNESSETH, THAT:

WHEREAS, the City is a grantee of funds from the United States Department of Housing and Urban Development, hereinafter referred to as “HUD,” responsible for the development, implementation, administration, and evaluation of HUD’s Community Development Block Grant, hereinafter referred to as “CDBG,” Program in Dayton; and

WHEREAS, the City has delegated to the Subrecipient the responsibility of developing, implementing, administering, and evaluating the Analysis of Impediments to Fair Housing Choice (A1), designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial status, or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education, and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted person in areas containing a high proportion of low- and moderate-income persons; and

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as an Entitlement grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as “Analysis of Impediments to Fair Housing Choice” under the CDBG program in the 2020 Action Plan for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Number B-20-MC-39-0010.

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

ARTICLE 1. DEFINITIONS

A. “Program Funds” shall mean any funds disbursed to the Subrecipient by the City from the CDBG Program under this agreement.

B. “Program Income” is income received by the Subrecipient directly generated from the use of CDBG funds.

C. “CDBG Program Funds” shall mean funding received by the City from HUD under the City of Dayton’s CDBG Program.

D. “Contract Period” shall mean the effective date of this agreement and time given for performance.

E. “Project Activity” shall mean the activity therein described in Exhibit A of this Agreement.

F. “Moderate, Low, and Very Low Income” shall mean 80% or less, 50% or less, and 30% or less – respectively – of the area median income as defined by HUD for the current Agreement period.

ARTICLE 2. PURPOSE

The purpose of this Agreement is to provide funding for project activities approved by the City under the CDBG Program for Program Year 2020 as described in Exhibit A. Project activities, tasks, schedule, and budget are included in Exhibit B.
All activities authorized by this Agreement will be performed in accordance with the scope of services set forth in Exhibit A, the budget set forth in Exhibit B, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient further agrees that it will notify the City prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of the HUD CDBG Program and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the City.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall commence upon execution by the City and unless terminated earlier as provided for in this Agreement, it shall terminate when all funds have been exhausted or on December 31, 2022, whichever comes first. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including Program Income.

ARTICLE 4. SCOPE OF SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City, set out in Exhibit A “Scope of Services,” which is attached hereto and incorporated herein.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City’s 2020 CDBG funds, in the amount of FIFTY ONE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS ($51,800.00) for the work and services to be provided by subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any indirect costs charged must be consistent with the conditions of Paragraph VI (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the City and Subrecipient.

Expenditures between execution of this agreement and December 31, 2022, are eligible for reimbursement. Payments may be contingent upon certification of subrecipient’s financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS

A. Compliance

1. Subrecipient agrees that the HUD regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 are applicable to the grant funds it receives pursuant to this Agreement.

2. Subrecipient agrees that the work and services authorized by this Agreement shall be performed in accordance with any and all applicable local, state, and federal regulations, directives, or guidelines.

3. Subrecipient agrees to prohibit the use of federal funds for lobbying in compliance with the following:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer
or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan or cooperative agreement, subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Subrecipient shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. “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 employee for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. Indemnification
Subrecipient agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s), and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, Subrecipient shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees.

D. Workers’ Compensation
Subrecipient shall provide Workers’ Compensation Insurance Coverage for all its employees’ invoices in the performance of this Agreement.
E. **Insurance and Bonding**

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least **FIFTY ONE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS ($51,800.00)**. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. **Grantor Recognition**

Subrecipient shall ensure recognition of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided in all publications made possible with funds made available under this Agreement.

G. **Amendments**

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City’s Director of the Department of Planning and Community Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

H. **Suspension or Termination**

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement;

4. Submission by Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate
the award in its entirety.

I. Political Contributions
Subrecipient affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

ARTICLE 7. CONTACTS
All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or Subrecipient by regular U. S. Mail, postage pre-paid, and addressed as follows:

To City: City of Dayton, Ohio
Department of Planning, Neighborhoods, and Development
101 West Third Street
Dayton, Ohio 45402
Attn: Ashley Hatton
(937) 333-3696
Ashley.Hatton@daytonohio.gov

To Subrecipient: Miami Valley Fair Housing Center, Inc.
505 Riverside Drive
Dayton, OH 45405
Attn: Jim McCarthy
(937) 223-6035
Jim.mccarthy@mvfairhousing.com

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

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS
A. Financial Management

1. Accounting Standards
Subrecipient agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles
Subrecipient shall administer its program in conformance with 2 CFR Part 200 Subparts, D and E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.
b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained
Subrecipient shall maintain all records required by the federal regulations specified in 2 CFR Part 200 and 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

   a. Records providing a full description of each activity undertaken;

   b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

   c. Records required to determine the eligibility of activities;

   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

   f. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and

   g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data
Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. Retention of Records and Documentation
Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City’s Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time.

Within thirty (30) days of the expiration or conclusion of the Agreement, the Subrecipient shall provide the City with full and complete copies of all project files and records associated with the Agreement. Additionally, copies of all files and records pertaining to federal funding contracted through the City shall be provided to the City should the Subrecipient cease operations.
Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. **Disclosure**
Subrecipient understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. **Close-Outs**
Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including Program Income.

6. **Audits, Monitoring, and Evaluation**
All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning subrecipient audits. Subrecipient shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

SubRecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. SubRecipient shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. **Property Records**
Subrecipient shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 560.503 (b)(8) and 2 CFR Part 200, as applicable.

C. **Reporting Procedures**
1. **Program Income**
Subrecipient shall report no less than quarterly all “Program Income,” as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. **Indirect Costs**
If indirect costs are charged, subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative cost in accordance with 2 CFR Part 200 and shall submit such plan to the City for approval, in a form specified by the City.

3. **Payment Procedures**
The City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of Subrecipient.

4. **Progress Reports**
Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A.

D. **Procurement**

1. **Compliance**
Subrecipient shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D, Procurement, and shall subsequently follow Property Management Standards as modified by 2 CFR 200, Subpart D, covering utilization and disposal of property.

2. **OMB Standards**
Unless specified otherwise within this agreement, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.
3. **Travel**
Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets**
The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 2 CFR 200.310-200.316 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**ARTICLE 9. PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**
Subrecipient agrees to comply with all local and state civil rights statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. **Nondiscrimination**
Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in
Section 109 of the HCDA are still applicable.

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

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

3. Land Covenants
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504
Subrecipient shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan
Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses
Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms
“small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**
Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **Notifications**
Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. **Subcontract Provisions**
Subrecipient will include the provisions of this Paragraph’s Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**
Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. **Labor Standards**
Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
3. **“Section 3” Clause**

**Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, subrecipient and any of subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, subrecipient and any of subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient agrees to comply with the “Section 3” requirements set forth above, and shall include the following language in all subcontracts executed for the program:

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

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

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

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

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

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

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

a. **HUD Section 3 Participation Goals**

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

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

**Contracting:** (a) At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, construction, and other public construction with federal funds; and (b) At least three percent (3%) of the total dollar amount of all other, including professional services, covered Section 3 contracts to eligible Section 3 business concerns. HUD Section 3 companies can be found at [http://daytonhrc.org/business-technical-assistance/certification/](http://daytonhrc.org/business-technical-assistance/certification/)

b. **Section 3 Plan**

c. Compliance Monthly Reporting
The City requires monthly reports to be submitted to the HRC. Reports are due by the 10th of each month until the project has ended. The following reports should be submitted regardless if the work has been completed for that month or not:

- Payroll Certification
- Worker Utilization Form
- Subcontractor Drawdown Form (must be signed by prime contractor and subcontractor)
- Job postings
- Advertisement for employment opportunities
- Copies of applications received and results
- Documentation of training provided to Section 3 employees
- Pictures of job site signage with the date the picture was taken
- Any other documentation of methods used to notify businesses and residents of opportunities


d. Notifications
Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

e. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by City. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability
Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Subrecipient from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.
2. **Subcontracts**

   a. **Approvals**  
   Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

   b. **Monitoring**  
   Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

   c. **Content**  
   Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

   d. **Selection Process**  
   Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

3. **Hatch Act**  
   Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. **Conflict of Interest**  
   Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 85.36, and 570.611, which include (but are not limited to) the following:

   a. **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

   b. **No employee, officer, or agent of subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

   c. **No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities** shall participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year.
thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, subrecipient, or any designated public agency.

5. Lobbying
Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of Paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. and 2 CFR 200.450. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND DOLLARS AND ZERO CENTS ($10,000.00) and not more than ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00) for each such failure.

6. Copyright
If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities
Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
ARTICLE 10. ENVIRONMENTAL CONDITIONS

A. Air and Water
   Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:
   
   
   2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1351, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
   
   3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

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

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

ARTICLE 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE 12. 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.

ARTICLE 13. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE 14. WAIVER

The City’s failure to act with respect to a breach by subrecipient does not waive its right to act with
respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE 15. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the City and subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and subrecipient with respect to this Agreement.

ARTICLE 16. REFERENCES TO LAW
All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

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

CITY OF DAYTON, OHIO

____________________________________
City Manager

MIAMI VALLEY FAIR HOUSING CENTER, INC.

By: __________________________________

Title: President/CEO

APPROVED AS TO FORM AND CORRECTNESS:

11/22/2021

X John Musto for
City Attorney

Signed by: Musto, John

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

____________________________________, 2021

Min. / Bk. _____ Pg. ________

Clerk of the Commission
EXHIBIT A
MIAMI VALLEY FAIR HOUSING CENTER, INC.
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

1. PROGRAM

The Miami Valley Fair Housing Center is a private, non-profit fair housing organization that is recognized by the Internal Revenue Service as a 501(c) (3) tax-exempt organization. The mission of the Miami Valley Fair Housing Center (MVFHC) is to eliminate housing discrimination and ensure equal housing opportunity for all people in our region, the State of Ohio, and nationally. Specifically, the Miami Valley Fair Housing Center seeks to eliminate housing discrimination against all persons because of race, color, religion, national origin, sex, disability, familial status, sexual orientation, gender identity or any other characteristic protected under state or local laws. In furthering this goal, MVFHC engages in activities designed to encourage fair housing practices through educational efforts; assists person who believe they have been victims of housing discrimination; identifies barriers to fair housing in order to help counteract and eliminate discriminatory housing practices; works with elected and government representatives to protect and improve fair housing laws; and takes all appropriate and necessary action to ensure that fair housing laws are properly and fairly enforced throughout the Miami Valley.

The Analysis of Impediments (AI) is a review of impediments to fair housing choice in the public and private sector. The AI involves:

- A comprehensive review of a State or Entitlement jurisdiction’s laws, regulations, and administrative policies, procedures, and practices;
- An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
- An assessment of conditions, both public and private, affecting fair housing choice for all protected classes;
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

Impediments to fair housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices;
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

MVFHC is responsible for researching, describing, compiling, and completing the AI for the Cities of Dayton and Kettering and Montgomery County. While each Partner could conduct its own AI, each has agreed to participate in a unified approach to identify and address local fair housing concerns.

2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activity (ies) carried out under this Agreement are allowable expenses under 24 CFR 570.206 (c) and are a provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial status or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education, and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons. The provision of fair housing services are considered to address the national objectives per 24 CFR 570.208 (d) (4).
3. PROGRAM GUIDELINES

The Sub-recipient shall use City of Dayton CDBG funds for the Analysis of Impediments to Fair Housing Choice as articulated below, not to exceed FIFTY ONE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS ($51,800.00). The period will be between execution of this agreement through December 31, 2022 as contemplated in this agreement.

A. Analysis of Impediments to Fair Housing Choice

1. MVFHC will complete the Analysis of Impediments (AI), including:

2. A comprehensive review of laws, regulations, and administrative policies, procedures, and practices;

3. An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;

4. An assessment of conditions, both public and private, affecting fair housing choice for all protected classes;

5. An assessment of the availability of affordable, accessible housing in a range of unit sizes.

4. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for the following aspects of managing the program:

A. Comply with all CDBG regulations
B. Completing the Analysis of Impediments
C. Complying with all requirements of the AI and its completion
D. Maintaining proper staff and outcomes documentation
E. Preparation and provision of the AI to the Cities of Dayton and Kettering and Montgomery County

6. BUDGET

The program budget is attached to this document as Exhibit B.

7. STAFFING

Subrecipient shall assign the following staff as Key Personnel to the program:

<table>
<thead>
<tr>
<th>Staff Member Title</th>
<th>General Program Duties</th>
<th>Time Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Responsibilities</td>
<td>Hours/week</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

20
Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

8. PAYMENT PROCEDURES

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B. Subrecipient shall submit all invoices and supporting documentation to the City’s Department of Planning and Community Development. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

A. Invoice Information

Subrecipient’s invoice shall contain the following:

1. City Contract Number
2. Invoice Number
3. Period Covered
4. Work Done/Accomplishments Summary, etc.
5. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination.
6. Total Amount Requested
7. List of Enclosed Documents
8. Agreement Funding Balance
9. Other information Subrecipient desires to communicate to the City’s Project Coordinator
10. Signature of Subrecipient’s Chief Financial Officer

B. Supporting Documentation

Subrecipient shall provide documentation of project administration activities, including the number of hours of project work and a summary of project work for each week invoiced.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

The following financial records related to the payment of salaries and fringes for operational staff if applicable:
A. Accounting journals and ledgers

B. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)

C. Bank account records

D. Time sheets for personnel

E. Payroll records and reports

F. Documentation of other administrative costs charged

G. Financial reports

H. Audit files

I. Financial correspondence

Such information shall be made available to the City for review upon request. Sub-recipient will maintain case files, including the above information, for a period of not less than four years after completion of the Program. Sub-recipient will maintain these and other documents and financial records in accordance with the requirements for record retention.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. The Sub-recipient agrees to submit the following reports.

A. Quarterly Progress Reports

The Miami Valley Fair Housing Center must submit a quarterly progress report that details at a minimum, the following (for that reporting period):

1. The number of Random Paired Tests conducted;
2. A brief summary of the findings of the Random Tests conducted;
3. A quantitative report of Education and Outreach Services to include date, event, location, audience, and number of fair housing materials distributed. This data report will be accompanied by a qualitative report with anecdotal information pertinent to the services rendered.

B. Cumulative Report

Within 60 days after expiration or termination of this Agreement, MVFHC shall submit a cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe MVFHC’s activities and outcomes of the services provided. This exhibit shall survive termination or expiration of this Agreement.

C. Meetings and Evaluation
MVFHC shall meet with the City and/or its designees at such times designated by the City to review and discuss MVFHC’s performance of this Agreement. MVFHC shall allow the City to conduct on-site inspections, tests and monitoring of its financial, personnel and employment activities pursuant to this Agreement, and will cooperate with the City in all respects concerning the review and monitoring of MVFHC’s performance.

11. COMMUNICATIONS

All invoices, reports, notices, and/or correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article 7 of this Agreement.
# EXHIBIT B
## Budget

<table>
<thead>
<tr>
<th></th>
<th>City CDBG</th>
<th>Kettering</th>
<th>Montgomery County</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salary and Wages</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fringe Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits (payroll taxes)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Materials and supplies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$51,800.00</td>
<td>$5,180.00</td>
<td>$17,020.00</td>
<td>$74,000.00</td>
</tr>
</tbody>
</table>

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
EXHIBIT C
CDBG MONITORING SCHEDULE

Grantee: City of Dayton Department of Planning, Neighborhoods, and Development

Subrecipient: Miami Valley Fair Housing

Project/Program: Fair Housing Testing and Educational Services

<table>
<thead>
<tr>
<th>Monitoring Subject Area</th>
<th>Date of Review</th>
<th>City Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section I. Required Monitoring for ALL CDBG Subrecipient Agreements</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial and Program Eligibility</td>
<td>Upon submission of invoice(s)</td>
<td>Sarah Geist or designated staff</td>
</tr>
<tr>
<td>Program Performance and Records Management</td>
<td>Ongoing on a quarterly basis until termination of Agreement</td>
<td>Sarah Geist or designated staff</td>
</tr>
<tr>
<td>Environmental Review</td>
<td>Not Applicable</td>
<td>Pete Thornburgh or designated staff</td>
</tr>
</tbody>
</table>

| **Section II. Specific Monitoring Areas based on Project Type** |                                                     |                                          |
| Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process) | Not Applicable                                     |                                          |
| Acquisition and Relocation Compliance                  | Not Applicable                                      |                                          |
| Housing Rehabilitation Guidelines                      | Not Applicable                                      |                                          |
| Economic Development Guidelines                        | Not Applicable                                      |                                          |
EXHIBIT D
QUARTERLY AND CUMULATIVE REPORTS

Monthly and Cumulative Report

Project Name: Fair Housing Testing and Educational Services
Subrecipient: Miami Valley Fair Housing
Action Plan Year: 2021
Period Covered by Report:

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address

2. Total number of persons assisted: ____________________

3. Race/Ethnicity

<table>
<thead>
<tr>
<th>Race</th>
<th>Total</th>
<th>Hispanic/Latino</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African-American</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African-American &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander &amp; White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African-American</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other multi-racial</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total must match #2

4. Income Levels

<table>
<thead>
<tr>
<th>Income Level</th>
<th>Number Households</th>
</tr>
</thead>
</table>

Total must match #2

26
<table>
<thead>
<tr>
<th>Extremely Low - 0-30%</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Low - 30-50%</td>
<td></td>
</tr>
<tr>
<td>Moderate - 50-80%</td>
<td></td>
</tr>
<tr>
<td>Non-Low/Moderate</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
</tr>
<tr>
<td>Percent Low/Mod</td>
<td>%</td>
</tr>
</tbody>
</table>

**NOTE:** Please provide a copy of all income documentation or self-certifications.

5. Job Creation/Retention  

<table>
<thead>
<tr>
<th>Part-Time</th>
<th>Part-Time Low/Mod</th>
<th>Part-Time Weekly Hours</th>
<th>Full-Time</th>
<th>Full-Time Low/Mod</th>
<th>Full-Time Weekly Hours</th>
<th>Percent Low/Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jobs Created</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Jobs Retained</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

6. FTE jobs created/retained: ______________

7. Job Categories – FTE  

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Jobs Created (FTE)</th>
<th>Jobs Retained (FTE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials and Managers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office and Clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-Skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Total Number of Persons Assisted:  

| With new or continuing access to a service or benefit: |  |
| With improved access to a service or benefit: |  |
| That receive a service or benefit that is no longer substandard: |  |

9. Total Number of Persons Assisted:  

| Homeless Persons Given Overnight Shelter: |  |
| Beds Created in Overnight Shelter or Other Emergency Housing: |  |

**EXHIBIT E**  

**CDBG SAMPLE TIMESHEET AND ACTIVITY LOG**
For Personnel Funded 100% through this agreement, please use this certification:

**Certification & Support for Personnel Invoicing**

2 CFR 225, APPENDIX B §8(h)(4-5) states that employees paid by Federal and non-Federal sources need to complete time and effort certifications at least monthly, which reflect the individual’s total work time and identify the portion of time spent on federal projects. The certification must be signed by the employee and their supervisor. When multiple funding sources contribute to an employee’s salary, the certification must be supported with documentation of actual effort (i.e. timesheets). Paycor is the official timekeeping record for Miami Valley Fair Housing – Fair Housing Testing and Educational Services and serves as documentation of actual effort for grant-funded employees.

Pay Dates Included in this Certification:

<table>
<thead>
<tr>
<th>Name</th>
<th>Total Hours Worked</th>
<th>Pay Rate</th>
<th>Total Wages</th>
<th>Fringe Benefits Percentage (If Applicable)</th>
<th>Total Amount Billed for Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Summary of Work Performed:
The above wages and benefits are for………..insert a paragraph explaining the work accomplished during this period by the personnel identified above.

*I, __________ (print name) certify that 100% of my time reported during this reporting period was spent performing the activities described above. I hereby this report is an after-the-fact determination of the total activity and actual effort expended for the period indicated, and I have full knowledge of 100% of these activities.*

________________________
Employee Signature

Date

________________________
Supervisor Signature

Date
For personnel charging a percentage of their time LESS THAN 100% to toward this agreement, please use this timesheet and activity log. The activity log MUST provide adequate information detailing activities, events, processes, etc. billed toward the agreement so that the Project Manager can determine cost allocability and cost allowability per 2CFR 200 requirements.

Miami Valley Fair Housing
MONTHLY TIMESHEET

Name  John Smith

Date  September 1-30, 2021

<table>
<thead>
<tr>
<th>Code</th>
<th>Project</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Sun</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mon</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tue</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Thu</td>
</tr>
<tr>
<td>1</td>
<td>Market cashier</td>
<td>4.00</td>
</tr>
<tr>
<td>2</td>
<td>Training Program</td>
<td>3.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.00</td>
</tr>
</tbody>
</table>

Total Hours Worked 7.00 7.00 7.00
Miami Valley Fair Housing – Fair Housing Testing and Educational Services
MONTHLY ACTIVITY LOG

Miami Valley Fair Housing – Fair Housing Testing and Educational Services
Employee Name
Month & Year

Activity Log – June 2021

June 1, 2021
8:00 AM/PM – 5:00 AM/PM

• Mobile Market – cashier – checking out customers, organizing stock, providing accounting of drawer
• Training Program – seminar on workforce etiquette, training on using raised garden beds

June 2, 2021
7:30 AM/PM – 4:30 AM/PM

• Training Program – Carpentry – making raised garden beds;
• Training Program – Proper techniques for harvesting peppers;
• Training Program – Operation of Gettysburg hoop house

June 3, 2021
8:00 AM/PM – 5:00 AM/PM

• Mobile Market – Setup at 2nd Street Market; Stocking and replenishment for market stand; transportation of signage and produce from XYZ Garden to 2nd Street Market
• XYZ Garden – volunteer training;
• XYZ Garden – harvesting tomatoes and preparing fertilizer
"MVFHC AI for CDBG 2021 Agreement-signed by law" History

Document created by Ashley Hatton (ashley.hatton@daytonohio.gov)
2021-11-30 - 1:09:32 PM GMT - IP address: 198.30.33.2

Document emailed to Jim McCarthy (jim.mccarthy@mvfairhousing.com) for signature
2021-11-30 - 1:10:13 PM GMT

Email viewed by Jim McCarthy (jim.mccarthy@mvfairhousing.com)
2021-11-30 - 3:28:51 PM GMT - IP address: 66.102.8.31

Document e-signed by Jim McCarthy (jim.mccarthy@mvfairhousing.com)
Signature Date: 2021-12-02 - 1:54:53 AM GMT - Time Source: server - IP address: 184.59.111.229

Agreement completed.
2021-12-02 - 1:54:53 AM GMT
City Manager’s Report

From 6310 - Fire Director
Supplier, Vendor, Company, Individual
Name Montgomery County Office of Emergency Management
Address 117 S. Main Street, Suite 721
Dayton, OH 45402

Date March 16, 2022
Expense Type Service Agreement
Total Amount $ 84,916.20 (thru 12/31/24)

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund - Operating 10000-6310-1231-71 $84,916.20

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

Description

Jurisdictional Emergency Management Services Agreement

The Department of Fire ("DFD") requests to enter into a Jurisdictional Emergency Management Services Agreement with Montgomery County Office of Emergency Management to provide for the rendering of cooperation of mutual aid, if necessary, to surrounding and contiguous political subdivisions of the State and adjoining states.

This membership provides the City access to a structured organization comprised of emergency response organizations throughout the region. This group's purpose is to coordinate and support procedures for responding to disasters or large scale emergencies which may occur in Dayton or surrounding communities. Membership with the Montgomery County Office of Emergency Management provides the City of Dayton access to resources during a large scale emergency.

Authorization is requested for 2022 as well as the remaining two years of the service agreement:

2022 - $28,305.40
2023 - $28,305.40
2024 - $28,305.40

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

The certificate of Funds in the amount of $28,305.40 is attached.

Hosford, Nicholas
Division
Lykins, Jeff
Department
City Manager
FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 10/2019
Digital Version Updated 04/2020
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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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: $ 28,305.40

Fund Code

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Attach additional pages for more FOAPALs

Vendor Name: Montgomery County Office of Emergency Management

Vendor Address: 117 S. Main St. Suite 721 Dayton OH 45402-0968

Federal ID: 31-6000172

Commodity Code: 95285

Purpose: Jurisdictional Emergency Management Service Agreement

Contact Person: Kevin Kuntz 333-4508

Fire Department: 2/15/2022

Department/Division: Date

Originating Department Director's Signature: Lykins, Jeff

Digitally signed by Lykins, Jeff

Date: 2022.03.04 10:51:29

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: ____________________________ Date: 3/2/22

CF Prepared by: James Williams Date: 3/7/22 CF/CT Number: C122-3245

October 18, 2011
Jurisdictional Emergency Management Services Agreement

RE bâtals
The coordination of emergency management and homeland security activities is of paramount importance to all municipal corporations and townships, herein known as Political Subdivisions, within Montgomery County. Therefore as required by law pursuant to Section 5502.26 of the ORC, the Montgomery County Office of Emergency Management, herein known as MCOEM, is established to confer upon the Board of County Commissioners and the Director of MCOEM certain emergency powers provided herein; and to provide for the rendering of cooperation of mutual aid, if necessary, to surrounding and contiguous political subdivisions of the State and adjoining states.

MCOEM will serve local subdivisions providing mitigation, preparation, response, and recovery support for emergencies, disasters, enemy attack, or any other action too great to be dealt with unassisted.

Montgomery County desires to effect said coordination by entering into an agreement as permitted by Section 307.15 of the ORC, in the manner provided by law, with the Political Subdivisions comprising Montgomery County.

It is further declared to be the purpose of this Agreement and the policy of Montgomery County that all emergency management and homeland security functions of the County be coordinated with comparable functions of the State of Ohio and of the Federal Government, including their various departments and agencies, and other states and localities, and of private agencies of every type, so that the most effective preparation and use can be made of the County’s resources and facilities for dealing with any disaster or emergency that may occur.

REPRÉsentations AND WARRANTIES
IT IS THEREFORE MUTALLY AGREED:

1. A countywide emergency management agency organized under ORC 5502.26 and this agreement shall establish a program for emergency management that:

   a. Is in accordance with sections 5502.21 to 5502.51 of the Revised Code, rules adopted under those sections, local ordinances pertaining to emergency management, the "Robert T. Stafford Disaster Relief and Emergency Assistance Act," 88 Stat. 143, 42 U.S.C. 5121, et. seq., as amended, and all applicable rules and regulations adopted under that act;

   b. Includes, without limitation, development of an all-hazards emergency operations plan that has been coordinated with all agencies, boards, and divisions having emergency management functions within the county;

   c. Includes the preparation and conduct of an annual exercise of the county's all-hazards emergency operations plan;
d. Is applicable to all political subdivisions entering into the countywide agreement.

2. A representative from each political subdivision entering into the agreement, selected by the political subdivision's chief executive, shall constitute a countywide advisory group for the purpose of appointing an executive committee through which the countywide agency shall implement emergency management in the county in accordance with ORC 5502.26 and for the purpose of advising the executive committee on matters pertaining to countywide emergency management. The executive committee shall consist of at least the following seven members: one (1) county commissioner representing the board of county commissioners entering into the agreement; four (4) chief executives representing the municipal corporations and townships entering into the agreement; one (1) chief executive of the largest municipal corporation of the county; and one (1) nonelected representative.

3. The executive committee shall appoint a director/coordinator of emergency management who shall pursue a professional development training program in accordance with rules adopted under section 5502.25 of the Revised Code. The director/coordinator of emergency management may be an official or employee of any political subdivision entering into the countywide agreement, except that the director/coordinator shall not be the chief executive of any such political subdivision. The compensation of the Director and staff shall be paid from MCOEM's budget. The director/coordinator of emergency management for a countywide agency organized under this section shall be responsible for coordinating, organizing, administering, and operating emergency management in accordance with the agency's program established under this section, subject to the direction and control of the executive committee. All agencies, boards, and divisions having emergency management functions within each political subdivision within the county shall cooperate in the development of the all-hazards emergency operations plan and shall cooperate in the preparation and conduct of the annual exercise.

4. Said executive committee shall convene at least twice within a calendar year and upon the request of MCOEM's Director. Special meetings may be held for the execution of unforeseen business requiring immediate attention. The Executive Committee Chair and/or three Executive Committee members may request such meetings be called.

5. There shall also be established, pursuant to this agreement, an Emergency Management Technical Advisory Committee.

6. MCOEM is authorized to render the services of coordinating emergency management and homeland security activities of each party hereto and to exercise such power and authority, on behalf of said parties, consistent with the State and Federal statutes and such regulations as have been or shall be promulgated by the Governor of the State, the provisions of this Agreement as hereinafter set forth, and the power of the parties hereto authorized, in coordinating such emergency management and homeland security activities within Montgomery County.
7. The agency, MCOEM, shall be supported financially by the political subdivisions entering into the countywide agreement. Jurisdictions entering into the countywide agreement will be required to contribute a per capita rate of $0.20 for each citizen within their respective jurisdiction. The Montgomery County Board of County Commissioners shall be requested to pay an equivalent per capita fee of $0.20 for each resident of Montgomery County. The Director shall prepare and submit for review and approval, a budget annually to the Montgomery County Board of County Commissioners.

   a. Nonmember political subdivisions within Montgomery County shall be subject to a fee for services rendered by MCOEM. Said fee will be itemized and based on actual personnel, travel, and equipment usage expenses.

8. This agreement stands for a term not to exceed three (3) years and may be amended or altered at any time by a majority of the parties hereto.

   a. This agreement shall be in full force and effect when no less than a majority of the political subdivisions of Montgomery County and the County Commissioners of Montgomery County shall have subscribed to this agreement by adopting a like resolution or passing a like ordinance, and shall continue in full force and effect thereafter unless terminated by the Montgomery County Board of County Commissioners.

   b. This agreement may be terminated singularly by a city, village, or township at the end of any calendar year by action of its legislative authority and service of written notice thereof to the MCOEM executive committee not less than ninety (90) days prior to the end of said calendar year. However, any Political Subdivision that exercises a termination, shall organize an emergency management program under the provisions set-forth in ORC 5502.271, and shall be subject to paragraph 6.a above.
This agreement is declared to be an emergency measure and shall take effect and be in force from and after its passage by the Montgomery County Board of County Commissioners, and its adoption by the respective legislative bodies of the majority of the other political subdivisions.

By:

City of Dayton, Ohio

________________________
City Manager

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

________________________, 2022

Min. / Bk. _______ Pg. _______

________________________
Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

2/23/2022

X John Musto for
City Attorney

Signed by: Musto, John
City Manager’s Report

From: 3210 - Aviation/AP Admin & Finance
Supplier, Vendor, Company, Individual: Motorola Solutions Inc
Address: 1303 East Algonquin Rd Schaumburg, IL 60196

Date: March 16, 2022
Expense Type: Service Agreement
Total Amount: $307,090.00 thru 12/31/26

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Includes Revenue to the City: Yes
Affirmative Action Program: Yes

Description:

Services Agreement with Motorola Solutions, Inc.

The Department of Aviation requests permission to enter into a Services Agreement ("Agreement") with Motorola Solutions, Inc. ("Motorola"), in the amount of three hundred seven thousand and ninety dollars ($307,090.00). Under this Agreement, Motorola will provide a combination of hardware, software and services to upgrade the radio dispatch consoles in the Aviation Police Department. Specifically, this provides two (2) Avtec Scout EX tier 1 dispatch console positions, seven (7) APX 4500 control stations, implementation and warranty services, as well as maintenance services for four (4) additional years. Motorola installed the current radio dispatch consoles, and they have specific knowledge of the configuration and integration requirements needed for Aviation’s radio and recording equipment. Remaining with the same vendor will provide Aviation consistency for support services, replacement parts tracking, and overall ease of managing our radio dispatch console equipment.

The Agreement pricing is broken down as follows:

Aviation Capital: Avtec Scout Dispatch Equipment and Services $204,247.00
Aviation Operating: Maintenance Services Year 2 $24,761.00
Aviation Operating: Maintenance Services Year 3 $25,222.00
Aviation Operating: Maintenance Services Year 4 $26,014.00
Aviation Operating: Maintenance Services Year 5 $26,846.00

This Agreement will expire on December 31, 2026 and the total amount payable under this Agreement is not to exceed $307,090.00.

The Agreement was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds in the amount of $204,247.00 for fiscal year 2022 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
## SECTION I - to be completed by User Department

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<td>Remaining Commission Approval</td>
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| Original CT/CF Increase Encumbrance | - |
| Decrease Encumbrance | - |

### 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

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<td>Fund</td>
<td>Org</td>
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### Attach additional pages for more FOAPALS

**Vendor Name:** Motorola Solutions Inc.

**Vendor Address:** 1303 East Algonquin Rd Schaumburg IL 60196

**Street**

**City**

**State**

**Zipcode + 4**

**Federal ID:** 361115800

**Commodity Code:** 98569

**Purpose:** Replacement of two police radio dispatch consoles at the Dayton International Airport.

**Airport:**

**Contact Person:** Pam Hixon

**Aviation/Finance & Administration**

**2/24/2022**

**Department/Division**

**Date**

**Originating Department Director's Signature:**

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

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

**Finance Director Signature:**

**Date:** 3/8/22

**CF Prepared by:**

**Date:** 3/7/22

**CF/CT Number:** CT22-3246

---

*Finance Department*

October 18, 2011
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  3. Scout User Interface  1-2
  4. Console Capabilities  1-2
  5. APX Control Stations  1-4
  6. System Integration  1-4
  7. Scout Solution Management  1-6

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<td>Exhibit B - Payment</td>
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<td>Exhibit D - System Acceptance Certificate</td>
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<td>6.</td>
<td>Maintenance, Support And Lifecycle Management Addendum</td>
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1. SYSTEM OVERVIEW

To connect dispatchers with first responders and citizens, Motorola Solutions is proposing the Avtec Scout™ dispatch console solution, which integrates communications from telephone, LTE/Broadband, conventional radio, and trunked radio systems in a single console.

Avtec's Scout offers several key advantages:

- **Powerful** - Scout provides robust communication and incident response capabilities using simple, easy-to-deploy infrastructure with no solution core.
- **Flexible** - The Scout console can interface with a variety of systems, both Project 25 (P25) and non-P25.
- **Scalable** - Scout is a completely modular system supporting operations ranging from a single console at a single site, to hundreds of consoles at multiple sites. Whether serving a small area or an entire state, Avtec Scout's simple platform can easily expand to meet organizational needs.
- **Reliable** - Avtec Scout's architecture eliminates single points of failure by utilizing IP-based Voice over Internet Protocol (VoIP) and Ethernet technology to distribute solution components over network infrastructure. This prevents emergencies from disrupting voice communication. Scout also continues to operate during software updates and changes, simplifying update scheduling.

Avtec Scout unifies communications in a highly configurable interface, supported by redundant components for reliability. Dispatchers will be able to access specialized communications functions through a console that fits their workflow.

2. SCOUT CONSOLE MODELS

Scout dispatch consoles are available in multiple models that tailor channel capacity to different user roles. Motorola Solutions is proposing a license package sized to meet the needs of Dayton International Airport's organization. Each model is interoperable with the others, making it easy to provide users with the features they need and increase capacity as needed over time.
3. SCOUT USER INTERFACE

Each Scout console includes a highly configurable and user friendly GUI that offers quick access to vital communications features. The console screen displays selectable virtual buttons called "pads," which dispatchers can use to answer calls, select functions, and open different interface screens.

![Sample Scout User Interface Configurations](image)

Figure 1-1: Sample Scout User Interface Configurations

Every aspect of the Scout interface is configurable, so it can be tailored to dispatchers' workflows. The Scout System Administrator can change interface characteristics like window sizes, web browser objects, map backgrounds, buttons, colors, fonts, and button icons to develop screen configurations that meet operational needs.

Interface configuration can vary or be identical across dispatch positions. One dispatcher can access different screen layouts when working in specific territories, selecting their Communication Landscape (CommScape) when they log in. The Scout interface can also be modeled on legacy layouts to help reduce dispatcher training time.

4. CONSOLE CAPABILITIES

Dispatchers will be able to access a suite of capabilities in Scout, helping them to efficiently handle calls, send messages, and respond to incidents. The following sections describe these features.

Call Handling

Dispatchers can communicate with other console and radio users individually or as a group using Scout. Group calls can be set up for a variety of sizes, ranging from a single user group to every user on the system.

In addition to two-way calls, dispatchers can use broadcast calls to make one-way announcements, efficiently communicating vital information to multiple users.

Caller Information

Scout displays call information to provide context, informing dispatchers of a caller's identity using their PTT-ID or alphanumeric ANI alias.

Safety
Scout includes features to help dispatchers verify a user's safety and detect emergencies. Dispatchers can check the operational status of a user's radio and monitor audio from it to determine their current situation. If needed, radio monitoring can be activated discreetly, showing no visible indication on the radio that its audio is being monitored. If a user presses the emergency button on their radio, Scout sends an alert to dispatchers and enters emergency mode.

In emergency mode, Scout prioritizes calls from the user who triggered the emergency so that dispatchers can remain in contact without disruption. This emergency state remains active until deactivated by a dispatcher.

To prevent potential security threats from lost or stolen radios, dispatchers can use Scout to remotely disable them until they are recovered. If the radio is recovered, dispatchers can also remotely re-enable it.

Logging and History Tracking
Scout can record both inbound and outbound audio in its integrated Instant Recall Recorder (IRR), and interface with a variety of external logging recorders for longer term audio storage.

In addition to call audio, Scout logs user activity and system messages for later reference. Each time a dispatcher takes an action, Scout records the action and any associated metadata, such as when the action took place. Scout also logs any messages generated by errors and automatic system actions, including a timestamp and message ID.

To locate information quickly, dispatchers can filter logs in Scout by conversations, inbound talkspurts, outbound talkspurts, or specific calls. Scout also includes a search function to locate records using keywords or numbers.

Security
Scout dispatch consoles offer several layers of password protection, securing access to communications. If set up by administrators, Scout only provides access to personnel with necessary credentials.

Scout Enterprise Console Operator Position
Each Scout console position consists of Avtec software on a standard computer, a media workstation, and dispatching peripherals. Scout supports commercial-off-the-shelf (COTS) computers and peripherals, simplifying procurement and configuration, reducing maintenance, and lowering life-cycle costs. Scout console software runs on a Windows 10 computer with any compatible pointing device or an LCD touchscreen. The proposed Scout Dispatch solution positions will include the following components:

- Scout Software Media Workstation – This software-based workstation integrates with the Avtec Scout console on one PC, making deployment simple and compact. The console software handles audio processing, such as patching, transcoding, gain control, and mixing. Peripherals are connected via USB.
- Desktop Speakers – Compact and easily stackable speakers that provide Select and Unselect audio.
- Jack Box – A connector peripheral that provides a standard PJ327 jack for 4W/6W handsets and headsets, with a volume control and mute-indication LED.

Use or disclosure of this proposal is subject to the restrictions on the cover page.
• Desktop Microphone – Includes a sturdy weighted base, a large button for PTT, a smaller button for Continuous Tone-Coded Subaudible Squelch (CTCSS), and a flexible neck. The profile of the microphone prevents dispatchers from engaging PTT accidentally.

• Personal Computer (PC) – The computer that hosts the position’s Scout console software. Includes the Windows 10 operating system.

• Computer Display – LCD Touchscreen display monitor for the position’s computer.

Motorola Solutions proposes the installation and configuration of the following equipment at the locations specified in Table 11.

Table 1-1: Removal and/or installation and configuration

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<td>(1) Redundant VPGate Software license for up to 24 end points</td>
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<td>(2) Servers</td>
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<td>(8) APX Mobile Licenses/Cables</td>
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<td>Spare Equipment</td>
<td>(1) USB Footswitch, USB Jackbox, USB Deskmic, USB Dual Speaker Kit, Outpost Plus, and Outpost Plus power supply</td>
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5. APX CONTROL STATIONS

This proposal includes seven (7) new APX 4500 Control Stations and its installation at the proposed dispatch location. The APX Control Stations provide a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern P25 dispatch center. The proposed Control Stations will utilize the existing antenna networks and rack spaces.

6. SYSTEM INTEGRATION

Scout consoles easily integrate with a variety of communications networks using limited infrastructure equipment and no centralized core. The main connection component is the Scout Voice Over IP Protocol Gateway (VPGate™), which will interface Scout consoles to Dayton International Airport’s network using standard IP transport infrastructure to exchange data and an endpoint registration component to direct communications traffic.

The following diagram illustrates the connection between the Scout console subsystem and Dayton International Airport’s communications system (Montgomery County’s Simulcast, OH MARCS).
Voice Over IP Protocol Gateway

VPGate translates VoIP traffic and open and proprietary communication protocols from Scout into the data formats used by connected endpoints like radio base stations, telephone lines, and radio groups. Interfaces to specific endpoints can be added or removed from VPGate, tailoring its connections to incorporate Dayton International Airport’s endpoints.

To ensure reliability, VPGate is configured in redundant pairs. This failover capability provides a highly resilient system design that can continue to operate in a number of disaster scenarios. It ensures that network endpoints assigned to VPGate continue to be available for uninterrupted operation from console positions.

IP Transport Infrastructure

The Scout solution relies on standard IP transport infrastructure to exchange data between VPGate and Dayton International Airport’s communications network, requiring no external controllers or vocoders.

To reduce latency and improve Quality of Service, administrators can configure the IP transport infrastructure tying the systems together to give priority to voice communication packets. Scout uses separate Differentiated Services values to change the priority for audio and control packets exchanged between Scout consoles and other components of Dayton International Airport’s network.

Additional Connection Capabilities

Scout dispatch consoles can access several connection features to expand their capabilities and improve their efficiency. The following features are included in this proposal:

- **Avtec Outpost Plus** – The Outpost Plus integrates with Avtec’s VoIP Protocol Gateway (VPGate) giving dispatchers the ability to simultaneously control, monitor, and transmit to connected radio resources. Each Outpost Plus connects up to four analog or digital radios. Systems can be scaled to meet current and future operational needs by connecting additional Outpost Plus units to the VPGate. The Outpost Plus extends connectivity and communication for non-IP base station, fixed station, and control station radio technologies for both unbalanced and balanced audio. The Outpost Plus
radio gateway supports devices from different manufacturers regardless of radio brand, frequency, or technology.

7. SCOUT SOLUTION MANAGEMENT

System administrators can configure Scout console functions over the network using the Scout Manager tool. With Scout Manager, Scout system administrator can configure console functions and screen layout for multiple or individual dispatchers. This software application runs on Windows 10, Windows Server 2012 R2 Update 1, or Windows Server 2016, saving configuration data to SQL databases and standard XML files.

In addition to Scout Manager, the Scout solution provides administrators with detailed system status and behavior information, including audio diagnostics, console states, and component health, through the Scout Central Distributor (SCD). The SCD also creates log files for each major subsystem support deeper diagnostic analysis. For external alerting, Scout sends Simple Network Management Protocol (SNMP) messages for its alarms and events to as many as four SNMP managers, enabling administrators to view messages through an integrated management console.

The SCD also houses solution security settings. Administrators can manage user access profiles in the SCD, serving as a central security infrastructure. Both Scout Manager and SCD tools are secured by credentialed login to prevent unauthorized configuration changes.
## EQUIPMENT LIST

### 1. CONSOLE EQUIPMENT LIST

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<td>1</td>
<td>DSACCUSBSPK2</td>
<td>AVTEC USB DUAL SPEAKER KIT FOR SOFT</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
<td>DSUSBHUB10</td>
<td>AVTEC ONLY:10 PORT USB HUB, USB 3.0</td>
</tr>
<tr>
<td>9</td>
<td>2</td>
<td>DSACC-HEDBASEWLS6W</td>
<td>AVTEC ONLY: PNLTRNICS CA12CD WIRELE</td>
</tr>
<tr>
<td>10</td>
<td>2</td>
<td>DSACC-HEDTOPSingNC</td>
<td>GATEWAYS AND ENDPOINT HARDWARE/SOFTWARE</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>DSSFWVPGL05K</td>
<td>RED BASE VPGATE LICENSE, LEVEL0, SOF</td>
</tr>
<tr>
<td>12</td>
<td>2</td>
<td>DSACCCPUSTD2019</td>
<td>RACKMT 1U PC W/SHD, WIN 2019 SERVE</td>
</tr>
<tr>
<td>13</td>
<td>4</td>
<td>DSOUTPOSTPLUS2R</td>
<td>OUTPOSTPLUS RADIO GATEWAY, VOIP, 2</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>DSOUTPOSTPLUSCFG</td>
<td>OUTPOSTPLUS CONFIGURATION TOOL, 1 R</td>
</tr>
<tr>
<td>15</td>
<td>8</td>
<td>DSOUTPOSTPLUSAPXMO</td>
<td>OUTPOSTPLUS KIT FOR 1 MOTOROLA APX</td>
</tr>
<tr>
<td>16</td>
<td>2</td>
<td>DSACC-MTG-1U-RR</td>
<td>KIT TO MOUNT VPGATE COMPUTER IN 19”</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
<td>DSDISP-KVM</td>
<td>AVTEC ONLY:KVM KIT, PANEL MT, 8 PORT</td>
</tr>
<tr>
<td>18</td>
<td>2</td>
<td>DSOUTPOSTPLUS SHELF</td>
<td>OUTPOSTPLUS RACKMOUNT SHELF (HOLDS)</td>
</tr>
<tr>
<td>19</td>
<td>4</td>
<td>DSOUTPOSTPLUSPSNA</td>
<td>OUTPOSTPLUS POWER SUPPLY, WITH</td>
</tr>
</tbody>
</table>

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2. RECOMMENDED CONSOLE SPARE EQUIPMENT

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QTY</th>
<th>NOMENCLATURE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>1</td>
<td>DSACCUSBFSWSING</td>
<td>AVTEC ONLY: USB PTT FOOTSWITCH ACCE</td>
</tr>
<tr>
<td>21</td>
<td>1</td>
<td>DSACCUSBHJB</td>
<td>AVTEC USB JACK BOX FOR SOFTWARE CON</td>
</tr>
<tr>
<td>22</td>
<td>1</td>
<td>DSACCUSBMIC</td>
<td>AVTEC USB DESK MIC FOR SOFTWARE CON</td>
</tr>
<tr>
<td>23</td>
<td>1</td>
<td>DSACCUSBSPK2</td>
<td>AVTEC USB DUAL SPEAKER KIT FOR SOFT</td>
</tr>
<tr>
<td>24</td>
<td>1</td>
<td>DSOUTPOSTPLUS2R</td>
<td>OUTPOSTPLUS RADIO GATEWAY, VOIP, 2</td>
</tr>
<tr>
<td>25</td>
<td>1</td>
<td>DSOUTPOSTPLUSPSNA</td>
<td>OUTPOSTPLUS POWER SUPPLY, WITH POWE</td>
</tr>
</tbody>
</table>

3. CONTROL STATIONS

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QTY</th>
<th>NOMENCLATURE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>7</td>
<td>M22URS9PW1BN</td>
<td>APX4500 ENHANCED 7/800 MHZ</td>
</tr>
<tr>
<td>26a</td>
<td>7</td>
<td>G66BF</td>
<td>ADD: DASH MOUNT O2 APXM</td>
</tr>
<tr>
<td>26b</td>
<td>7</td>
<td>G91</td>
<td>ADD: CONTROL STATION POWER SUPPLY</td>
</tr>
<tr>
<td>26c</td>
<td>7</td>
<td>W665</td>
<td>ADD: CONTROL STATION OPERATION</td>
</tr>
<tr>
<td>26d</td>
<td>7</td>
<td>G444</td>
<td>ADD: APX CONTROL HEAD SOFTWARE</td>
</tr>
<tr>
<td>26e</td>
<td>7</td>
<td>GA00804</td>
<td>ADD: APX O2 CONTROL HEAD</td>
</tr>
<tr>
<td>26f</td>
<td>7</td>
<td>QA02756</td>
<td>ADD: 3600 OR 9600 TRUNKING BAUD SIN</td>
</tr>
<tr>
<td>26g</td>
<td>7</td>
<td>GA09000</td>
<td>ADD: DIGITAL TONE SIGNALING</td>
</tr>
<tr>
<td>26h</td>
<td>7</td>
<td>GA01767</td>
<td>APX MOBILE RADIO AUTHENTICATION</td>
</tr>
<tr>
<td>26i</td>
<td>7</td>
<td>G843</td>
<td>ADD: AES ENCRYPTION APX AND ADP</td>
</tr>
<tr>
<td>26j</td>
<td>7</td>
<td>W969</td>
<td>ADD: MULTIPLE KEY ENCRYPTION OPERAT</td>
</tr>
<tr>
<td>26k</td>
<td>7</td>
<td>W382</td>
<td>ADD: CONTROL STATION DESK GCAI MIC</td>
</tr>
<tr>
<td>26l</td>
<td>7</td>
<td>G142</td>
<td>ADD: NO SPEAKER NEEDED</td>
</tr>
<tr>
<td>26m</td>
<td>7</td>
<td>G89</td>
<td>ADD: NO RF ANTENNA NEEDED</td>
</tr>
<tr>
<td>26n</td>
<td>7</td>
<td>GA00235</td>
<td>ADD: NO GPS ANTENNA NEEDED</td>
</tr>
<tr>
<td>26o</td>
<td>7</td>
<td>G24</td>
<td>ADD: 3Y ESSENTIAL SERVICE</td>
</tr>
<tr>
<td>27</td>
<td>7</td>
<td>HKN6233C</td>
<td>APX CONSOLETE RACK MOUNT KIT</td>
</tr>
</tbody>
</table>
SECTION 3

STATEMENT OF WORK

In Motorola Solutions’ approach to successfully implementing Dayton International Airport’s project will control risk, schedule, and costs from contract signing through post-implementation.

1. PROJECT ASSUMPTIONS

As part of this proposal Motorola Solutions has assumed the following items will be provided by Dayton International Airport.

- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections, if applicable.
- Provide third party products and interface if needed.
- Equipment and associated services for the equipment proposed are limited to those defined in the equipment list and statement of work.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets—simplex with ground) for each major piece of equipment within six (6) feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola’s “Standards and Guidelines for Communication Sites” (R56). Ceiling [minimum nine (9) feet] and cable tray heights [minimum eight (8) feet] in the equipment rooms in order to accommodate seven (7)-foot, six (6)-inch equipment racks.
- Bring grounding system up to Motorola’s “Standards and Guidelines for Communication Sites” (R56) and supply a single point system ground, of five (5) ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide floor space and desk space (including desk furniture, as needed) for the system equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
8. STATEMENT OF WORK TASKS

This section, known as the Statement of Work (SOW), describes the deliverables to be furnished to the Dayton International Airport and the tasks to be performed by Motorola, its subcontractors, and Dayton International Airport ("Customer") to implement the solution described in this proposal. Items noted as "Joint" are those items which are the responsibility of both Motorola and Dayton International Airport. Specifically, this SOW provides:

<table>
<thead>
<tr>
<th>Responsibility Matrix</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsible Party</strong></td>
</tr>
<tr>
<td>1. Project Management Activities</td>
</tr>
<tr>
<td>Motorola</td>
</tr>
<tr>
<td>Motorola</td>
</tr>
<tr>
<td>Joint</td>
</tr>
<tr>
<td>Motorola</td>
</tr>
</tbody>
</table>
# 2. System Design Activities

<table>
<thead>
<tr>
<th>Motorola</th>
<th>2.1 Site Survey &amp; Kickoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola</td>
<td>2.2 Screen Building &amp; Documentation</td>
</tr>
<tr>
<td>Motorola</td>
<td>2.3 Provide Customer with requirements for proposed Motorola Furnished Equipment, including Physical, Environmental, Electrical, Computer and Network Specifications.</td>
</tr>
<tr>
<td>Joint</td>
<td>Execute applicable Change Order in accordance with all material changes to the Contract resulting from the Design Review.</td>
</tr>
</tbody>
</table>

# 3. Shipping

| Motorola       | 3.1 Package Equipment for Shipping.                            |
| Motorola       | 3.2 Ship Equipment per Customer Instructions.                 |

# 4. Installation and Cutover Activities

| Motorola       | 4.1 Review System Capabilities and Operational Requirements.  |
| Motorola       | 4.2 Document User Interfaces.                                 |
| Motorola       | 4.3 Make Decisions on Console System Configuration.           |
| Motorola       | 4.4 Install Motorola Furnished Equipment in Designated Locations. |
| Motorola       | 4.5 Label Cables with a Unique Identifier Conforming to Motorola Requirements. |
| Motorola       | 4.6 Manage Software Installation and Configuration.           |

# 5. Site Preparation

<p>| Customer       | 5.1 Environmental - Provide adequate physical conditions (including furniture, racks, shelves, etc.), ventilation, heating, and cooling per Scout system requirements. |
| Customer       | 5.2 Electrical, Wiring and Grounding - Customer is responsible for all electrical work as needed. This includes but, is not limited to, installation and testing of building wiring, and grounding system as required by all applicable building codes, ordinance, regulations, this SOW, and modern industry best practices. Customer is responsible for providing appropriate surge protective devices and grounding for network, power, and telephony. In addition, the Customer is responsible for hardwiring of the proposed racks and other electrical work as needed for the proposed installation. |
| Customer       | 5.6 Electrical Power - Provide adequate electrical power at each equipment location. Scout hardware components supplied by Motorola run on 110/220 VAC, 50-60 Hz (unless local 12 VDC supplied by Customer to power Outposts). |
| Customer       | 5.7 Networking - Provide all required network interfaces including Ethernet and Telephony circuits. Configure networking to supply IP transport per Scout Requirements. Any network modifications necessary to meet Scout requirements are solely the responsibility of the Customer. Customer is solely responsible for management and integration of its networks. |
| Customer       | 5.8 Network Security - Customer is solely responsible for the security of its |</p>
<table>
<thead>
<tr>
<th>Customer</th>
<th>5.9 Install and configure malware protection as appropriate for its networks on consoles and servers deployed during integration process.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer</td>
<td>5.10 Site Access - Provide access to all locations as required for site surveys.</td>
</tr>
<tr>
<td>Customer</td>
<td>5.11 Radio Programming – provide existing radio programming, if applicable, to support the proposed new equipment.</td>
</tr>
</tbody>
</table>

### 6. Provide Customer Furnished Equipment

<table>
<thead>
<tr>
<th>Customer</th>
<th>6.1 Design, furnish and install all required networking infrastructure to support Scout system applications, per Scout requirements to include all cables, routers, switches and engineering services.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer</td>
<td>6.2 Furnish any computers, equipment and/or accessories, including existing rack, not proposed/provided by Motorola.</td>
</tr>
</tbody>
</table>

### 7. Installation Support Dispatch Consoles & Control Stations

<table>
<thead>
<tr>
<th>Motorola</th>
<th>7.2 Disposal of Packing Materials.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer</td>
<td>7.3 Provide site access, and/or escorts to the equipment rooms and cabling installation areas as required.</td>
</tr>
<tr>
<td>Customer</td>
<td>7.4 Assist Motorola with any access credentials required by third parties, (Personnel badges, TSA or Airport clearances) if applicable.</td>
</tr>
<tr>
<td>Customer</td>
<td>7.5 If required, provide a secure room at the installation site with a dial out phone during the implementation phase of the project. (This room will be used by personnel for its operations; for temporary storing Scout system components and securing test equipment and tools, as needed.)</td>
</tr>
<tr>
<td>Customer</td>
<td>7.6 Provide demarcation of telephony and radio interfaces within 10’ of Motorola equipment, as applicable.</td>
</tr>
<tr>
<td>Motorola</td>
<td>7.7 Schedule Installation and Cutover Planning with Operations Personnel.</td>
</tr>
<tr>
<td>Motorola</td>
<td>7.8 Install and program the proposed control stations and utilize existing installed, customer provided antenna/line. See separate Assumptions section for additional information.</td>
</tr>
<tr>
<td>Customer</td>
<td>7.9 Provide existing, installed, programmed conventional resource (1 control station with antenna/line) in the existing dispatch room for interfacing to the proposed equipment.</td>
</tr>
<tr>
<td>Customer</td>
<td>7.10 Provide existing, installed antenna/line and power supply available for reuse with the proposed new control stations.</td>
</tr>
<tr>
<td>Customer</td>
<td>7.11 Provide existing, installed equipment rack for installation of the proposed equipment.</td>
</tr>
</tbody>
</table>

### 8. Perform Training
<table>
<thead>
<tr>
<th>Motorola</th>
<th>8.2 Operator Training (On-Site) scheduled after installation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer</td>
<td>8.3 Provide adequate facilities for on-site Operator Training.</td>
</tr>
<tr>
<td>Customer</td>
<td>8.4 Schedule Personnel for Uninterrupted Training Sessions.</td>
</tr>
<tr>
<td>Customer</td>
<td>8.5 Provide Classroom projector compatible with a laptop and screen, if needed.</td>
</tr>
</tbody>
</table>

### 9. Cutover Assistance

<table>
<thead>
<tr>
<th>Motorola</th>
<th>9.1 Schedule Final Cutover.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer</td>
<td>9.3 Provide designated customer location for removed existing equipment, as applicable.</td>
</tr>
</tbody>
</table>

### 10. Test Activities

<table>
<thead>
<tr>
<th>Motorola</th>
<th>10.1 Test console and gateway configurations for basic operation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola</td>
<td>10.2 Perform R56 Communication Site Audit and provide report.</td>
</tr>
<tr>
<td>Customer</td>
<td>10.3 Complete any required civil work modifications as needed to comply with R56 Communication site requirements.</td>
</tr>
<tr>
<td>Motorola</td>
<td>10.4 Perform agreed upon Acceptance test.</td>
</tr>
<tr>
<td>Motorola</td>
<td>10.5 System Integration Test Plan and Execution. Integration testing includes proposed equipment.</td>
</tr>
</tbody>
</table>

### 11. Final Acceptance

| Joint    | 11.1 Execute Approval and final acceptance completion. |

**NOTE:** Logging equipment and services are not included in this proposal. If desired this can be quoted separately.

### 9. PROJECT SCHEDULE

The preliminary schedule duration is estimated as 6-9 months for the proposed solution. A final project schedule will be developed based upon mutual agreement between Motorola Solutions and Dayton International Airport at the initial Design Review. The dates for the installation and activation are highly dependent on the actual completion dates of tasks associated with any civil work, as applicable, R56 upgrades, installation, cabling and providing unobstructed cable routes, as applicable.

### 10. ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that proposed solution will operate according to its design,
and increase the efficiency and accuracy of the final installation activities. A FATP will be
developed and finalized during project implementation.
SECTION 4

WARRANTY SERVICES

Year 1 Only: ScoutCare warranty services and the Onsite Infrastructure Response and Dispatch services noted below are proposed during year 1 only.

Post Warranty: Additional years of post-warranty are optionally available (see price pages for further detail).

1. WARRANTY SERVICE OVERVIEW

ScoutCare

ScoutCare™ will provide ongoing post-warranty support for Dayton International Airport's Scout dispatch solution, protecting investment and lowering the total cost of ownership with software maintenance, hardware maintenance, remote support, and technical training classes.

Software Maintenance

ScoutCare includes ongoing software updates to maintain and improve Dayton International Airport's console solution. These updates maintain Scout compatibility with hardware and software, protect against cybersecurity threats, add features, fix bugs, and improve diagnostics and redundancy mechanisms to proactively target potential future issues.

Hardware Maintenance

ScoutCare hardware maintenance provides repair and replacement for Avtec hardware products and accessories. Malfunctioning equipment will be repaired at the factory and then returned. Urgent repairs qualify for loaned Advanced Replacement components, sent with expedited shipping before malfunctioning components are processed for repair to avoid disruption from a failed component. Once the malfunctioning component is repaired, it will replace the Advanced Replacement component. NOTE: Hardware maintenance is included in year 1 and optional in outyears.

Remote Support

Remote Support addresses unexpected issues, providing telephone and remote support to promptly restore solution functionality. Support engineers will be available to help troubleshoot issues and answer configuration questions during normal business hours, and provide 24/7 support to help resolve Critical Priority issues.

These support engineers are backed by a professional services team of software development and quality control engineers, to ensure that complex issues are escalated and receive careful analysis. Avtec continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure they are prepared to rapidly deliver effective support.

Technical Training Classes

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Warranty Services 20
Annual training classes will inform administrators about new developments, and help them to optimize Dayton International Airport's Scout solution. As part of ScoutCare, Dayton International Airport will receive two seats each year to attend Scout in-person or online training. This training is focused on providing system administrators and other personnel with critical knowledge of Scout functionality. In addition, personnel will have access to Avtec Connect, a web-based information portal that provides product documentation, software release notes, training videos, and other helpful information.

Motorola OnSite Infrastructure Response

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first-level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the Motorola Support Center or product engineering teams as needed.

NOTE: See detailed Onsite Statement of Work section below.
2. STATEMENT OF WORK – LIMITED ONSITE WITH LOCAL DISPATCH

On-site Infrastructure Response with Local Dispatch

Overview
A Servicer ("Servicer") designated by Motorola Solutions will provide on-site infrastructure response for the Customer. The Customer will be responsible for contacting the Servicer to dispatch service personnel.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

On-site Infrastructure Response may also be referred to as On-site Support.

Description of Services
When called by the Customer's dispatch personnel, a Servicer will respond to the Customer's location in accordance with Section 1.6: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan ("CSP").

Inclusions
This service is provided for Motorola Solutions-sold infrastructure.

Motorola Solutions Servicer Responsibilities
- Receive service requests.
- Assign and dispatch field service technician, and provide their estimated time of arrival ("ETA") to the Customer. Servicer will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure component, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
- Verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
• Provide the service ticket document to the Customer, when requested. Service ticket documents should include the following:
  • Resolution actions.
  • Defective infrastructure or part number (model #) serviced.

Customer Responsibilities
• Contact Servicer, as necessary, to request service.
• Provide the following information when initiating a service request:
  • Assigned system ID number.
  • Problem description and site location.
  • Other pertinent information requested by Motorola Solutions' Servicer to open an incident.
• Allow Servicer field service technician access to equipment.
• Supply infrastructure spare or Field Replacement Units ("FRU"), as applicable, in order for Servicer to restore the system.
• Maintain and store software needed to restore the system in an easily accessible location.
• Maintain and store proper system backups in an easily accessible location.
• Contact Servicer if a response time goal has elapsed.
• Respond to Servicer's request to verify restoration within twenty minutes.
• Cooperate with Motorola Solutions' Servicer and perform reasonable or necessary acts to enable Motorola Solutions and Servicer to provide these services.

Priority Level Definitions and Response Times
This section describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 1-3: Limited Priority Level Definitions and Response Times

<table>
<thead>
<tr>
<th>Incident Priority</th>
<th>Incident Definition</th>
<th>On-site Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical P1</td>
<td>Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. Consoles: More than 40% of a site's console positions down. Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</td>
<td>Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.</td>
</tr>
<tr>
<td>Security Features: Security is non-functional or degraded.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>High P2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Core</strong>: Core server or link failures. Redundant server or link available.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Consoles</strong>: Between 20% and 40% of a site's console positions down.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sites/Subsites</strong>: One RF site or up to 10% of RF sites down, whichever is greater.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Conventional Channels</strong>: Up to 50% of CCGWs down. Redundant gateways available.</td>
<td>Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.</td>
<td></td>
</tr>
<tr>
<td><strong>Network Elements</strong>: Site router, site switch, or GPS server down. No redundant networking element available.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Medium P3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Consoles</strong>: Up to 20% of a site's console positions down.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Conventional Channels</strong>: Single channel down. Redundant gateway available.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Network Elements</strong>: Site router/switch or GPS server down. Redundant networking element available.</td>
<td>Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.</td>
<td></td>
</tr>
<tr>
<td><strong>Low P4</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Service Requests</strong>: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</td>
<td>Not applicable.</td>
<td></td>
</tr>
</tbody>
</table>

Please note these are Standard Commitment times. The commitment times should be based on the Customer's CSP.
APX Radio Essential Services

Statement of Work for Device Management Services – Essential

Overview

Device Management Services - Essential ("DMS Essential") for APX™ subscriber radios provides the Customer with Subscriber Radio Technical Support and Hardware Repair services. DMS Essential is structured as a per-unit, fixed-fee multi-year service in order to mitigate the likelihood of unexpected subscriber radio repair expenses.

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Services Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the Device specifically named in the Agreement.

Hardware Repair

Scope

Hardware Repair provides repair coverage for internal and external subscriber radio components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The subscriber radio will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original subscriber radio.

Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of four business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

Limitations and Exclusions
• Replacement of consumable parts or accessories, as defined by product, including batteries, cables, antennas, and carrying cases.
• In the case of mobile radios, repair of a single mobile control head that is required for normal operation of the subscriber radio is included, provided the control head was supplied at the original point of purchase of the mobile radio.
• Repair of problems caused by:
  • Internal or external damage resulting from natural or manmade disasters, including fire, theft, and floods.
  • Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  • Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  • Unauthorized alterations, attempted repair, repair by a third party.
  • Non-remedial work, including administration and operator procedures, reprogramming, and operator or user training.
  • Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, hardware or software products not specifically listed on the service order form are excluded from service.
  • Cosmetic imperfections that do not affect the functionality of the device.
  • Software support for unauthorized modifications or misuse of the device.
  • File backup or restoration.
  • Completion and test of incomplete application programming or system integration, if not performed by Motorola Solutions and covered by Motorola Solutions' services.
  • Software Release updates.
  • Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications.
  • Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
    • Repaired, tampered with, altered, or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
    • Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
    • If the Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.
  • DMS Essential is quoted on a per-unit basis, is prepaid, non-cancellable and non-refundable for the purchased service term.

Customer Responsibilities
• For non-contiguous renewals and services purchased separately from APX subscriber radios, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
• Initiate subscriber radio repairs, as needed.
  • When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  • When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
  • Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.

Subscriber Radio Technical Support

Scope
Motorola Solutions' Subscriber Radio Technical Support service provides telephone consultation for subscriber radio and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

The Customer may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on the Customer's behalf. In addition, the Customer may send email to portal.support@motorolaspns.com to address any portal specific questions or concerns.

Motorola Solutions will then respond to the Customer case within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

Motorola Solutions Responsibilities
• Provide technical support for subscriber radios, assessing and troubleshooting reported issues.
• Receive and log Customer support requests, and assign a technical representative to respond to a Customer Case per the defined timeframes.

Limitations and Exclusions
• Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Customer Responsibilities
• Use the provided methods to contact Motorola Solutions technical support.
• Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
• Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.
MyView Portal Access

MyView Portal is a tool available for customers to track order, RMA, and tech support ticket status, and serves as a consolidated download site for software and documentation.

Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer’s data.
- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest Customer information.
- Motorola Solutions’ Customer Support Manager ("CSM") will assist the Customer in establishing a MyView Portal account.

Customer Responsibilities

- Create a MyView Portal account if the Customer does not have an existing account.
- During the DMS Essential onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions’ CSM to update information as needed.
SECTION 5

PRICING

1. DISPATCH SYSTEM

Motorola is pleased to provide the following equipment and services to Dayton International Airport. All pricing is per Ohio State Term Contract 573077.

Total System Equipment and Complete Installation of the Scout E8 Dispatch Consoles per the proposal Equipment List and Statement of Work:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avtec Scout Dispatch Equipment and Services</td>
<td>$204,247</td>
</tr>
<tr>
<td>System Total</td>
<td>$204,247</td>
</tr>
</tbody>
</table>

11. LIFECYCLE SERVICES

Motorola is pleased to provide the following services to Dayton International Airport for the proposed dispatch solution with the console operator positions.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Year</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ScoutCare Software Maintenance with Onsite Support Year 2</td>
<td>2023</td>
<td>$24,761</td>
</tr>
<tr>
<td>ScoutCare Software Maintenance with Onsite Support Year 3</td>
<td>2024</td>
<td>$25,222</td>
</tr>
<tr>
<td>ScoutCare Software Maintenance with Onsite Support Year 4</td>
<td>2025</td>
<td>$26,014</td>
</tr>
<tr>
<td>ScoutCare Software Maintenance with Onsite Support Year 5</td>
<td>2026</td>
<td>$26,846</td>
</tr>
</tbody>
</table>

12. PAYMENT SCHEDULE

Please see Exhibit B of the enclosed Communications System and Services Agreement.

This pricing is valid until March 31, 2022.
Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Dayton, Ohio ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.
Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
   C-1 "System Description" dated __________________
   C-2 "Pricing Summary & Equipment List" dated __________________
   C-3 "Implementation Statement of Work" dated __________________
   C-4 "Acceptance Test Plan" or "ATP" dated __________________
   C-5 "Performance Schedule" dated __________________
Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

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examination, testing or analysis of any hardware, software or any component part thereof provided by
discloser to recipient. The nature and existence of this Agreement are considered Confidential
Information. Confidential Information that is disclosed orally must be identified as confidential at the time
of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty
(30) days after such disclosure. The written document must contain a summary of the Confidential
Information disclosed with enough specificity for identification purpose and must be labeled or marked as
confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable
sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the
pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not
included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings,
analysts, Solution Data, or other technical or business information) that Motorola prepares for Customer
in the performance of the Services and is obligated to provide to Customer under this Agreement. The
Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may
from time to time, including during the course of providing the Services, develop and/or use and/or to
which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola
under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in
connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control,
such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor
disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war,
riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies
owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely
obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not
limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models,
methodologies, programs, systems, analysis frameworks, leading practices and specifications which
Motorola has developed prior to, or independently from, the provision of the Services and/or which
Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets,
trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the
Equipment and Software, including those created or produced by Motorola under this Agreement and any
corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software
whether made by Motorola or another party.
“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer
delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msl/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referencing this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled “Service Agreement” or “Installation Agreement”, as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. Intentionally Omitted.

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4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer’s obligations are not performed, Motorola’s ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $307,090. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5,
Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier’s check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Dayton International Airport
Address: 3600 Terminal Dr. Dayton, OH 45377
Phone: 937.454.8200

E-INVOICE. To receive invoices via email:
Customer Account Number: 1011237874
Customer Accounts Payable Email: phixon@flydayton.com
Customer CC(optional) Email: 

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Dayton International Airport Terminal Building
Address: 3600 Terminal Dr. Dayton OH 45377

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: P&R Communications Services Attn: Dayton International Airport
Address: 736 S Vandemark Rd. Sidney, OH 45365
Phone: 937.497.8100

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modern access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference

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or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.
10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11  DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel, suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12  DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated
as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. Intentionally Omitted.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its
option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer’s revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola’s total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of
Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, insafeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

Notwithstanding the provisions of the previous paragraph, Confidential Information may become subject to the Ohio Public Records Act. In the event the Customer receives any such request for any Confidential Information, it will promptly notify Motorola in writing of the request to enable Motorola to take whatever action it deems appropriate to seek protection from disclosure. If Motorola fails to take any action within five business days of such written notice, the Customer may make such disclosure in accordance with the Ohio Public Records Act.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser’s Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser’s written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.
16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4 SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

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17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9. FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola’s
ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. MISCELLANEOUS TERMS AND CONDITIONS. The following additional terms will apply to this Agreement:

17.12.1 EQUAL EMPLOYMENT OPPORTUNITY. Motorola 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.

17.12.2 INDEPENDENT CONTRACTOR. By executing this Agreement, Motorola acknowledges and agrees that it will be providing services to the Customer as an “independent contractor”. As an Independent contractor for the Customer, Motorola shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Section. Motorola shall have no authority to assume or create any obligation on behalf of, or in the name of the Customer, without the express prior written approval of a duly authorized representative of the Customer. Motorola, its employees and any persons retained or hired by Motorola to perform the duties and responsibilities under this Agreement are not employees of the Customer, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the Customer. Further, Motorola shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Motorola agrees its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

17.12.3 POLITICAL CONTRIBUTIONS. Motorola affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

17.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.14. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement
shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.
By: ______________________
Name: Chris Hanes
Title: Arcu Sales Manager, 1751
Date: 2-23-2022

City of Dayton, Ohio
By: ______________________
Name: ____________________
Title: _____________________
Date: _____________________

APPROVED AS TO FORM
E-0384, 2022-02-22 21:07:49 GMT
City Attorney

APPROVED BY THE COMMISSION OF
THE CITY OF DAYTON, OHIO:
____________________, 20___
Min./Bk. __________________ Pg. ______

Clerk of the Commission

City of Dayton, Ohio
CSSA 1-30-22er
Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Dayton, Ohio ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee’s internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a “time sharing,” “application service provider,” or “service bureau” basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola’s proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonable prior notice to Licensee, during Licensee’s normal business hours and subject to Licensee’s facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor.
Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee’s compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola’s processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola’s shipment of the Software (the “Warranty Period”). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee’s use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee’s particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2. Motorola’s sole obligation to Licensee and Licensee’s exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola’s option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee’s paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

City of Dayton, Ohio
CSSA 1-30-22er
Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

City of Dayton, Ohio
CSSA 1-30-22er
Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11  LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12  NOTICES

Notices are described in the Primary Agreement.

Section 13  GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of
Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.
Exhibit B
PAYMENT
Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

<table>
<thead>
<tr>
<th>Resource Types</th>
<th>Project Management</th>
<th>System Engineering</th>
<th>System Technologist</th>
<th>Project Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Levels</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$ 290.00</td>
<td>$ 300.00</td>
<td>$ 280.00</td>
<td>$ 200.00</td>
</tr>
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<td>3</td>
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<td>1</td>
<td>$ 190.00</td>
<td>$ 210.00</td>
<td>$ 210.00</td>
<td>$ 160.00</td>
</tr>
</tbody>
</table>

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

City of Dayton, Ohio
CSSA 1-30-22er

24
EXHIBIT D
System Acceptance Certificate

Customer Name: ____________________________________________

Project Name: ____________________________________________

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative: Motorola Representative:

Signature: __________________________ ___ Signature: __________________________ 
Print Name: __________________________ Print Name: __________________________ 
Title: __________________________ 
Date: __________________________ 

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative: Motorola Representative:

Signature: __________________________ ___ Signature: __________________________ 
Print Name: __________________________ Print Name: __________________________ 
Title: __________________________ 
Date: __________________________ 

City of Dayton, Ohio
CSSA 1-30-22er
City Manager’s Report

From: 3420- Water/Water Engineering

Supplier, Vendor, Company, Individual

Name: Insight Pipe Contracting, LLC
Address: 232 E. Lancaster Rd.
Harmony, PA 16037

Date: March 16, 2022
Expense Type: Award of Contract
Total Amount: $503,040.51 (thru 10/31/2023)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Well Field Improvements Fund</td>
<td>53008-3470-1424-55-WF2113</td>
<td>$503,040.51</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: Yes

Affirmative Action Program: Yes

Description:

WELLFIELD PROTECTION AREA SANITARY LINER INSTALLATION
(OPEN MARKET)

The Department of Water requests permission to enter into an Agreement with Insight Pipe Contracting, LLC, in the amount of $503,040.51 for the Wellfield Protection Area Sanitary Liner Installation project. This amount includes the base bid of $457,309.55 and Alternate No. 1 - Contingency Allowance for $45,730.96 (10% of the base bid). This project consists of “lining” approximately 11,912 linear feet of 8", 2,638 linear feet of 10", and 1,778 linear feet of 12" sanitary sewers on 63 sewer spans in the Wellfield Protection Area of the City of Dayton by means of trenchless technology.

Five bids were received for this project on November 18, 2021. After evaluating the bids, Insight Pipe Contracting, LLC’s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 Contingency Allowance) was $1,150,000.00. The time for contract completion is October 31, 2022. The expiration date identified on the Certificate of Funds is October 31, 2023.

This project is being funded using the 2022 Well Field Improvements Fund. This project supports the Asset Management Capital Reinvestment Program.

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

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Clerk

Date

Updated 06/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>Upon Execution</td>
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<td></td>
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<tr>
<td>Expiration Date</td>
<td>10/31/2023</td>
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<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$503,040.51</td>
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<tr>
<td>Initial Encumbrance</td>
<td>$503,040.51</td>
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<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: $503,040.51

| Fund Code | 53008 - 3470 - 1424 - 55 - WF2113 - |
| Fund | Org | Acct | Prog | Act | Loc |

Amount: ____________

| Fund Code | ____________ | ____________ | ____________ | ____________ | ____________ |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Insight Pipe Contracting, LLC
Vendor Address: 232 E. Lancaster Road, Harmony, PA 16037
Federal ID: 38-3984165
Commodity Code: 96869
Purpose: Award of Contract for Wellfield Protection Area Sanitary Liner Installation

Contact Person: Lisa Burton-Yates
Water/Water Financial Services
Department/Division
3/4/2022
Date

Originating Department Director’s Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: ____________________________
Date: 3/8/22

CF Prepared by: ____________________________
Date: 3/18/20

CF/CT Number: 372-3248

October 18, 2011
Wellfield Protection Area Sanitary Liner Installation (#8054062)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
11/18/2021 12:00 PM EST

<table>
<thead>
<tr>
<th>Section Title</th>
<th>Insight Pipe Con Insituform Tech</th>
<th>Visu-Sewer</th>
<th>Miller Pipeline Corp Granite Inliner, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$457,309.55</td>
<td>$498,671.80</td>
<td>$499,368.80</td>
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<tr>
<td>Alternate No. 1</td>
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<td>$49,867.18</td>
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<td>Base Bid Total:</td>
<td>$457,309.55</td>
<td>$498,671.80</td>
<td>$499,368.80</td>
</tr>
</tbody>
</table>
March 11, 2022

TO: Shelley Dickstein, City Manager

FROM: Erica Fields, Executive Director
        Human Relations Council

RE: Wellfield Protection Area Sanitary Liner Installation

The HRC recommended an "open market" designation on the Wellfield Protection Area Sanitary Liner Installation project. After several conversations with the Water Department as well as an assessment of the specialization required to perform this work, it was determined that there was not adequate competition to set a PEP goal on the project. Adequate competition is defined by three (3) or more companies certified in a particular area to perform work.

Historically, liner installation projects have gone out "open market" due to not having PEP certified companies available to perform this type of work. There was less than 1 percent of the work available to assign a PEP goal, (traffic control). Liner installation projects have been cited in almost all PEP Quarterly Reports to Commission as one of our open market designations.

The traditional replacement of pipes involves many aspects of trades and work where HRC is usually able to establish PEP goals (excavation, hauling, backfill, asphalt, etc.). However, lining pipes requires expensive specialized capital equipment that few companies invest in, thus there are very few companies in the country that perform this work, none locally. Additionally, to install the liners, the vendor must be licensed to do so. Significant recruitment efforts (including workforce development and strategic career pathways) would be required to increase the pool of not only available certified PEP vendors that perform this type of work, but vendors as a whole that perform this work.

Please let me know if I can provide additional information.
March 1, 2022

TO: David Escobar, Senior Engineer II

FROM: Donerik Black, Business & Technical Assistance Administrator, Human Relations Council (HRC)

**SUBJECT:** Wellfield Protection Area Sanitary Liner Installation (Open Market)

The HRC recommendation is to award the above contract to Insight Pipe Contracting, LLC. They submitted the lowest and best bid for this open market project.

The recommended company to receive the above-mentioned construction award is as follows:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insight Pipe Contracting, LLC</td>
<td>$457,309.55</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>0% TOWARD GOAL</th>
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</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL COMMITTED PARTICIPATION</th>
<th>OPEN MARKET</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Wellfield Protection Area
Sanitary Liner Installation
(Open Market)

Bidder
Insight Pipe Contracting, LLC
232 E. Lancaster Road
Harmony, PA 16037
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UofM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
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<td>L.F.</td>
<td>1,778</td>
<td>$33.00</td>
<td>$58,674.00</td>
</tr>
<tr>
<td>SP-2</td>
<td>Service Connections</td>
<td>EA.</td>
<td>30</td>
<td>$925.00</td>
<td>$27,750.00</td>
</tr>
<tr>
<td>SP-3</td>
<td>Bypass Pumping</td>
<td>L.S.</td>
<td>1</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>SP-4</td>
<td>Hydraulic Cleaning</td>
<td>L.F.</td>
<td>15,405</td>
<td>$1.00</td>
<td>$15,405.00</td>
</tr>
<tr>
<td>SP-5</td>
<td>Mechanical Cleaning</td>
<td>L.F.</td>
<td>15,405</td>
<td>$0.01</td>
<td>$154.05</td>
</tr>
<tr>
<td>SP-6</td>
<td>Video Inspection</td>
<td>L.F.</td>
<td>15,405</td>
<td>$3.00</td>
<td>$46,215.00</td>
</tr>
<tr>
<td>SP-7</td>
<td>Protruding Tap Removal</td>
<td>EA.</td>
<td>15</td>
<td>$100.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>A-1</td>
<td>Contingency Allowance (10% of Base Bid And Fixed Price Items)</td>
<td>LUMP</td>
<td>1</td>
<td>$45,730.96</td>
<td>$45,730.96</td>
</tr>
</tbody>
</table>

**Alternate No. 1**

**Base Bid Total:** $457,309.55
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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.

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES □ NO ✓

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES □ NO ✓

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?
RESPONSE: YES ☐ NO √

(2) Suspended, debarred, or disqualified from any government contracting process?
RESPONSE: YES ☐ NO √

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?
RESPONSE: YES ☐ NO √

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.
RESPONSE: YES ☐ NO √

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

Insight Pipe Contracting, LLC
Pennsylvania

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

S. Michael Marburger-President/Manager

Michael A. McCollough/Chief Estimator

232 E. Lancaster Road
Harmony, PA 16037

Telephone (724) 452-6060 Fax (724) 452-3226

E-mail francis.mccollough@insightpipe.com

Federal I.D.# 38-3984165

Dated this 17 day of November, 2021

Bidder: Insight Pipe Contracting, LLC
(Person, Firm, or Corporation)

By: Michael A. McCollough
Title: Chief Estimator
PROPOSAL BOND

Amount $ ___________ 10%

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of
Ten Percent of Total Amount Bid Plus ___________ 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 Proposal attached hereto is accepted and the Contract
award to the bidder, Insight Pipe Contracting, LLC

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 ___________ day of November ___________, 2021

Insight Pipe Contracting, LLC

By: ____________________________

Bidder

Michael A. McCollough
Chief Estimator

The Cincinnati Insurance Company

By: ____________________________

Surety

Attorney-in-Fact

Kristine M. Heinrich

AssuredPartners of Ohio, LLC

Name of Insurance Agency

3900 Kinross Lakes Parkway #300

Address of Insurance Agency

Richfield, OH 44286

Telephone 440-333-9000  FAX 440-356-2126
THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY
Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint Kristine M. Heinrich its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

Surety Bond Number: Bid Bond
Principal: Insight Pipe Contracting, LLC
Oblige: City of Dayton, Ohio

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal, and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 18th day of November , 2021.

BN-1457-S (3/21)
I, Judith French, 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

CINCINNATI INSURANCE COMPANY, THE

of Ohio 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)
Accident & Health
Aircraft
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
Medical Malpractice
Multiple Peril - Commercial

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $15,296,595,042, liabilities in the amount of $9,458,741,872, and surplus of at least $5,837,853,169.

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

Judith French, Director
THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2020

ASSETS

Cash $ 562,240,002
Bonds 6,366,818,654
Stocks 6,052,095,385
Agents Balance Receivable 1,780,482,599
All Other Admitted Assets 532,958,401
TOTAL ADMITTED ASSETS $15,286,595,041

LIABILITIES

Reserve for Losses and Loss Expense $ 5,748,241,989
Reserve for Unearned Premiums 2,668,917,098
All Other Liabilities 1,043,582,785
Capital $ 3,588,355
Surplus 5,834,286,814
TOTAL LIABILITIES & EQUITY $15,286,593,169

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2020 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 30th day of March 2021.

Mailing Address: P.O. Box 145496 • Cincinnati, Ohio 45250-5496 • Headquarters: 6200 S. Gilmore Road • Fairfield, Ohio 45014-5141
cinfin.com • 513-870 2000
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, _______________________________

(print name – an Officer of the company)

Michael A. McCollough

hereby certify that

Insight Pipe Contracting, LLC

(company)

meets the following Contractor requirements relating 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: Chief Estimator

Date: November 18, 2021
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.

  UPMC My Health Care Advantage

  401K Empower/Merrill Lynch

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.

  N/A

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

  Lake County Sewer
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.

N/A

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.

See Attached
CONTRACTOR’S LIST OF ALL OSHA CITATIONS AND NOTIFICATIONS RECEIVED WITHIN THE PAST 5 YEARS

1. Inspection No. 1310671 - Inspection Date: April 20, 2018:
   Citation 1, Item 1 - Serious Violation of 29 C.F.R 1926.1205(a) - $10,347.00 Penalty Paid
   Citation 2, Item 1 - Repeat Violation of 29 C.F.R 1926.1211(c)(1) - $27,918.50.00 Penalty Paid
   Citation 2, Item 2 - Repeat Violation of 29 C.F.R 1926.1203(e)(2)(iii) - $27,918.50.00 Penalty Paid

2. Inspection Number 1308786 - Inspection Dates April 12, 2018 - October 4, 2018:
   Citation 1, Item 1 - Serious Violation of 29 C.F.R 1926.602(d) - $10,347.00.00 Penalty Paid
   Citation 2, Item 1 - Willful Violation of 29 C.F.R 1926.416(a)(1) - $103,469.00.00 Penalty Paid

Insight Pipe Contracting, LLC contested the above citations and, as a business decision, negotiated settlements of all citations.
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:

Michael A. McCollough being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Insight Pipe Contracting, LLC ("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 PENNSYLVANIA

☐ 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:  

Michael A. McCollough
Chief Estimator
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF PA )
COUNTY OF Butler ) SS:

Michael A. McCollough, being first duly sworn deposes and states that:

(1) He/she is Chief Estimator
(OWNER, PARTNER, OFFICER, REPRESENTATIVE, OR AGENT)
Insight Pipe Contracting, LLC
(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
Chief Estimator
TITLE
During the performance of this contract:

Insight Pipe Contracting, LLC
232 E. Lancaster Road, Harmony, PA 16037
724-452-6060/724-452-3226

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 Economic 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

Insight Pipe Contracting, LLC ( Contractor) certifies that:

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

Sewer Rehabilitation

________________________
________________________
________________________
________________________
________________________
________________________
________________________
________________________
________________________

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) Michael A. McCollough
Chief Estimator

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
AN ORDINANCE

Authorizing the Sale of Certain Real Estate Located
At 334 Norwood Avenue to Gem City-Hilltop
Community Development and Housing Inc.
for a Public Purpose, and Declaring an Emergency.

WHEREAS, The City of Dayton has adopted and implemented procedures to facilitate
the revitalization of non-productive lands situated within the City; and,

WHEREAS, It has been found that this City Lot serves no municipal purpose and has
been determine to be surplus real estate; and,

WHEREAS, Interest in acquiring this City Lot has been expressed by Gem City-Hilltop
Community Development and Housing, Inc. for the preservation and revitalization of the
historic Linden Community and Recreation Center; and,

WHEREAS, The renovation of the existing structure and the construction of new
structures in a designated Community Reinvestment Area would serve to encourage economic
stability, maintain real property values, and constitute a public purpose for which real property
tax exemptions may be granted; and,

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

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

Section 1. That the City Commission hereby accepts the Gem City-Hilltop Community
Development and Housing, Inc.’s offer to purchase certain real estate located at 344 Norwood
Avenue.

Section 2. That the City Manager, or her designee, is hereby authorized to proceed
with the sale of the real estate, generally described in the attached Exhibit A and Exhibit B, to
the Gem City-Hilltop Community Development and Housing, Inc. and to execute any and all
documents necessary to facilitate the transfer of the real estate.

Section 3. That the real estate described above shall be sold for the purposes set forth
in the various preambles of this ordinance and for the consideration to be deposited into the
following account:
Section 4. For the reasons set forth in the preamble, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION..................., 2022

SIGNED BY THE MAYOR............................, 2022

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
Exhibit "A"

Situate in the City of Dayton, County of Montgomery, State of Ohio, and being all of Lot Numbered 85163 of the revised and consecutive numbers of lots on the plat of the City of Dayton, Ohio.
EXHIBIT B
CORRECTIVE RECORD PLAN
March 3, 2022

TO: Shelley Dickstein  
   City Manager

FROM: Andrew Marks, Division Manager  
       Division of Property Management

SUBJECT: 334 Norwood Avenue (Linden Community and Recreation Center) Sale Authorization Ordinance

Attached is legislation for the March 16, 2022 City Commission calendar. The Ordinance authorizes the sale of the former Linden Center located at 344 Norwood Avenue to Gem City-Hilltop Community Development & Housing, Inc. (“Developer”). It empowers the City Manager to execute the Quit Claim Deed associated with this parcel.

In 2019 the Developer provided a notice to exercise the purchase option for the Linden Community and Recreation Center based upon execution of an Option Agreement. The Developer has been awarded nearly $500,000 in grants for the preservation and development of this site.

The Ordinance is associated with a real estate matter. Therefore, we request it be read as an emergency with two readings at one meeting.

The Department of Law has approved the Ordinance as to form and correctness.

If you have any questions, please feel free to contact me at x4010.

ATM

Attachment
A RESOLUTION

Authorizing the Submission of the 2021 Action Plan Amendment for American Rescue Plan Act (ARPA) Funding: Authorizing the Acceptance of a Grant Award Under One (1) Community Planning and Development Formula Programs from the U.S. Department of Housing and Urban Development (HUD) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, in response to the COVID-19 global pandemic, the U.S. Congress passed the American Rescue Plan Act (ARPA) of 2021 on March 11, 2021; and.

WHEREAS, The City of Dayton is a local jurisdiction that participates in funding under HUD’s formula grant programs; and.

WHEREAS, ARPA provides funding under the HOME Investments Partnership Program (HOME) that supports individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations through a program known as “HOME-ARP”; and.

WHEREAS, The additional HUD formula grant funding provided through ARPA must be applied for via an amendment to the 2021 Action Plan; and.

WHEREAS, The application for funding must include consultation and public participation to develop the HOME-ARP allocation plan; and.

WHEREAS, The Citizen Participation Plan and 2021 Action Plan Amendment must be submitted to the U.S. Department of Housing and Urban Development prior to the release of the additional HUD formula grant funding in response to COVID-19; and.

WHEREAS, An initial public meeting was held to obtain the view of citizens likely to be affected by the proposed community development and housing activities and thereby provided such citizens an adequate opportunity to participate in the development of the initial plan; and.

WHEREAS, The City of Dayton will utilize the passage of this Resolution to access its administrative and planning funds under the HOME-ARP grant to further develop the required allocation plan; and.

WHEREAS, The City of Dayton expects that its entitlement amount for the HOME-ARP program will be at least FIVE MILLION NINETY-ONE THOUSAND TWO HUNDRED NINE DOLLARS AND ZERO CENTS ($5,091,209.00), and it is therefore necessary for the immediate protection of the public peace, health, safety and property that this resolution take effect on an early date; and now, therefore.
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager or her designee be, and hereby is, authorized and directed on behalf of the City of Dayton to file an amendment to the 2021 Action Plan with the U.S. Department of Housing and Urban Development for the purposes of participation in the categorical grant programs sponsored by the Community Planning and Development Division of the U.S. Department of Housing and Urban Development, the HOME Investment Partnerships Program American Rescue Plan HOME-ARP Program in the amount of at least FIVE MILLION NINETY-ONE THOUSAND TWO HUNDRED NINE DOLLARS AND ZERO CENTS ($5,091,209.00).

Section 2. That if the U.S. Department of Housing and Urban Development (HUD) tenders a grant to fund said Programs, the City Manager or his designee is hereby authorized and directed to accept said grants on behalf of the City of Dayton, and to execute any necessary contracts or other documents in connection with the grants and the Programs.

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

Adopted by the Commission ________________, 2022

Signed by the Mayor ________________________, 2022

______________________________
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

______________________________
Clerk of Commission

APPROVED AS TO FORM:

______________________________
City Attorney
March 3, 2022

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

FROM: Todd M. Kinskey, Director
       Department of Planning and Community Development

SUBJECT: Emergency Resolution Authorizing Submission of the 2021 Action Plan Amendment and Acceptance of HOME-ARP Grant Award

The Department of Planning, Neighborhoods & Development recommends the passage of an Emergency Resolution on March 16, 2022, authorizing the submission of the 2021 Action Plan Amendment and the acceptance of the HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) award from the U.S. Department of Housing and Urban Development (HUD).

The City will receive $5,091,209.00 in HOME-ARP funding. The program will provide additional housing support to qualified populations through production or preservation of affordable housing, tenant-based rental assistance, supportive services (homeless prevention and housing counseling services), and purchase and development of non-congregate shelters.

To ensure eligibility for receiving these grant awards, the City of Dayton is required to submit a formal 2021 Action Plan Amendment to HUD. To facilitate the Action Plan Amendment, HUD will make available $509,120.90 in HOME-ARP funding immediately. This funding can be used for planning and administrative activities associated with the consultation and public participation required to complete the HOME-ARP Action Plan Amendment. Upon submission and acceptance of the 2021 Action Plan Amendment, HUD will release the remaining $4,327,527.65 for project implementation and completion.

Due to the substantial consultation process and the time sensitive nature of the HOME-ARP Program, we are requesting an emergency measure with two readings at the March 16, 2022, City Commission Meeting.

If there are questions, please contact Sarah Geist, Community Development Supervisor, at extension 3814.

TMK/sag

Attachments

C: Mr. Parlette; Ms. Lofton; Mr. Lipson; Ms. Browning; Ms. Geist; file
A RESOLUTION

Approving the Submission of a Grant Application and Authorizing the Acceptance of a Grant Award from the Montgomery County Solid Waste District in the Amount of Ten Thousand Four Hundred Nine Dollars and Fifty-Six Cents ($10,409.56) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, Montgomery County Solid Waste District administers a Recycling Incentive Grant Program; and

WHEREAS, The City of Dayton submitted a Recycling Incentive Grant application seeking funding for the purchase of 25-32 Gallon Recycled Plastic Litter Receptacles; and

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

WHEREAS, Montgomery County Solid Waste District approved the City of Dayton’s grant application and will award the City a Recycling Incentive Grant; and

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

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

Section 1. That the City Manager or his designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant in the amount of Ten Thousand Four Hundred Nine Dollars and Fifty-Six Cents ($10,409.56) from the Montgomery County Solid Waste District.

Section 2. That the grant funds may not be expended or committed until the effective date of this Resolution; however, the solicitation of bids, negotiation of contracts and other planning activities associated with the grant may commence immediately.
GRANT APPLICATION APPROVAL FORM

Date: 9/20/21

Department/Division: Public Works/Street Maintenance

Project Title: 2022 Montgomery County Solid Waste District Incentive Grant

CFDA Title and Number:

(CFDA = Catalog of Federal Domestic Assistance. This information is required by the Department of Finance if the original source of the money is from the federal government, even if the application is going to a state or local authority.)


Name and phone of staff person to be called when signed application is ready: Bryan Urban x5232

Name of staff person responsible for this grant: Bryan Urban

Deadline for submission to funding agency: 9-30-21

When will grant award decision be made? (Estimate if necessary): 12-21-21

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(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director’s Signature: [Signature] 9.27.21

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director, Department of Procurement, Management & Budget: [Signature] 12/7/21

Director of Finance (IF CASH MATCH IS REQUIRED): [Signature] 12/1/21

City Manager’s Office: [Signature] 12/17/2021
February 23, 2022

TO: Shelley Dickstein
City Manager

FROM: Tom Ritchie, Jr., Deputy Director
Department of Public Works

SUBJECT: 2022 Incentive Grant Program

The Department of Public Works, Division of Street Maintenance has submitted a grant proposal for funding under the 2022 Incentive Grant Program with Montgomery County Solid Waste Services. We have been approved for $10,409.56 with the City of Dayton to match $3,122.87.

We are requesting that the Resolution be placed on the March 9 calendar for City Commission approval.

Please contact me at x4071 if you have questions.

/cj

Attachment
A RESOLUTION

Approving the Submission of a Grant Application and Authorizing the Acceptance of a Grant Award from the Montgomery County Solid Waste District in the Amount of Forty-Seven Thousand Five Hundred Eighty-Two Dollars and Zero Cents ($47,582.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, Montgomery County Solid Waste District administers a Recycling Incentive Grant Program; and

WHEREAS, The City of Dayton submitted a Recycling Incentive Grant application seeking funding for the purchase of (702) Seven Hundred Two (one full semi-truck load) of 95-gallon recycling containers; and

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

WHEREAS, Montgomery County Solid Waste District approved the City of Dayton’s grant application and will award the City a Recycling Incentive Grant; and

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

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

Section 1. That the City Manager or his designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant in the amount of Forty-Seven Thousand Five Hundred Eighty-Two Dollars and Zero Cents ($47,582.00) from the Montgomery County Solid Waste District.

Section 2. That the grant funds may not be expended or committed until the effective date of this Resolution; however, the solicitation of bids, negotiation of contracts and other planning activities associated with the grant may commence immediately.
GRANT APPLICATION APPROVAL FORM

Date: September 24, 2021

Department/Division
Submitting Application: Department of Public Works - Division of Waste Collection

Project Title: 2022 Montgomery County Incentive Grant

CFDA Title and Number:

(CFDA = Catalog of Federal Domestic Assistance. This information is required by the Department of Finance if the original source of the money if from the federal government, even if the application is going to a state or local authority.)

Brief Description of Project:
The City of Dayton Department of Public Works – Division of Waste Collection is submitting an 2022 Incentive Grant application to the Montgomery County Solid Waste District, requesting grant funds to cover the purchase cost associated for 702 (one full semi-truck load) 95-gallon recycling containers.

Name and phone of staff person to be called when signed application is ready: John Parker 937-333-4948

Name of staff person responsible for this grant: John Parker 937-333-4948

Deadline for submission to funding agency: September 30, 2021

When will grant award decision be made? (Estimate if necessary) November 23, 2021

Has grant been received? Yes - please see Pg 2

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(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director’s Signature: Thomas J. LePi the Date: 9-30-21

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director, Office of Management & Budget
Diana J. Pflueger

Date: 12/8/21

Director of Finance (IF CASH MATCH IS REQUIRED)

Date: 12/10/21

City Manager’s Office

Date: 12/17/2021

RF-E 171
February 23, 2022

TO: Shelley Dickstein  
    City Manager

FROM: Tom Ritchie, Jr., Deputy Director  
      Department of Public Works

SUBJECT: 2022 Incentive Grant Program

The Department of Public Works, Division of Waste Collection has submitted a grant proposal for funding under the 2022 Incentive Grant Program with Montgomery County Solid Waste Services. We have been approved for $47,582.00 with the City of Dayton to match $14,274.60.

We are requesting that the Resolution be placed on the March 9 calendar for City Commission approval.

Please contact me at x4071 if you have questions.

/cj

Attachment
A RESOLUTION

Adopting the "City of Dayton City Commission Rules of Procedure and Order" and Repealing the Previously Adopted Rules.

WHEREAS, The City Commission strives to work as an effective team in order to best serve the people of Dayton; and

WHEREAS, The City Commission recognized the need for rules to ensure that team expectations are clear, and that the business of the government is conducted in a fair, timely, and orderly manner while allowing citizens to participate effectively; and

WHEREAS, On May 16, 2018, the Commission of the City of Dayton adopted the City of Dayton Commission Rules of Procedure and Order by Resolution Number 6329-18 to establish the rules governing its process and proceedings; and

WHEREAS, On February 11th – 12th, 2022, the City Commission met in a retreat special meeting to discuss changes and additions to these rules and procedures; and

WHEREAS, The Commission has modified these rules and processes, and wishes to adopt the attached "City of Dayton City Commission Rules of Procedure and Order" and repeal the previously adopted provisions, now therefore,

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

Section 1. The Commission of the City of Dayton hereby adopts and establishes the rules pertaining to its meetings as set forth in the attached amended document entitled, "City of Dayton City Commission Rules of Procedure and Order."

Section 2. That the existing Rules of Procedure and Order approved by the Commission on May 16, 2018, are hereby repealed.

ADOPTED BY THE COMMISSION........................................, 2022

SIGNED BY THE MAYOR...................................................., 2022

Mayor, City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney
CITY OF DAYTON
CITY COMMISSION RULES OF PROCEDURE AND ORDER
Amended March 3, 2022
Resolution Number

THE REVISED CODE OF GENERAL ORDINANCES

The Revised Code of General Ordinances is a classification and arrangement of all the general or regulatory ordinances for the City of Dayton. The ordinances act as the controlling body of municipal law for our residents. Each section is assigned a number. The Code does not include temporary or special ordinances such as contracts with citizens and governmental subdivisions of the State, deed acceptances, special privilege grants, condemnations, or leases.

The Code is cited as the Revised Code of General Ordinances of the City of Dayton (RCGO) and provisions therein may be referred to by the consecutive section numbers. The original ordinance numbers and dates of passage or amendment have been preserved in historical data at the end of each code section. Ordinances contained in the Code are known and cited officially either by Code section designation, or by ordinance number, or both.

In 1940, the Code was made available in loose leaf form. Supplements were issued periodically. In 1954, 1977, 1984, and 2002 a complete new code, in loose leaf form was published.

RESOLUTIONS AND ORDINANCES

The Commission enacts legislation by passing Ordinances and adopting Resolutions. There is no legal difference between an Ordinance and a Resolution. Each represents a form by which the Commission speaks or acts formally. One is as binding and effective as the other. Over the years, the use of Ordinances by municipalities has become the common practice. However, in some instances the Ohio Statues and the Charter of the City provide specifically that the governing body (City Commission) shall act by Resolution. The Dayton Charter, in dealing generally with enactment of legislation, uses both terms, Ordinances and Resolutions. However, in instances where State Statutes or the Charter, in control of procedure, are specific and use the term Ordinance or Resolution, the Commission must act by the method prescribed.

In the City of Dayton, Ordinances are typically used for items already regulated in the RCGO, relating to the sale or purchase of real estate, or any other municipal regulation. Resolutions are typically used for authorizing submission of or acceptance of a grant, support for or opposition to a liquor permit application, or support or opposition of a stated objective or position.

ORDINANCE ENACTMENT

Each proposed Ordinance or Resolution shall be introduced in written or printed form, and shall not contain more than one subject, which shall be clearly stated in the title. General Appropriation Ordinances may contain the various subjects and accounts for which moneys are to be appropriated. The enacting clause of all ordinances passed by the Commission shall be, Be
it ordained by the Commission of the City of Dayton. The enacting clause of all ordinances submitted by the initiative shall be Be it ordained by the City of Dayton.

Every Ordinance or Resolution, unless it be an emergency measure, shall be read at the meeting when it is introduced and shall be read at the next regular meeting, or to such time as same may be assigned for further hearing, when disposition shall be made. If any Ordinance or Resolution shall be referred to a committee, or the City Manager, such committee or the City Manager shall make their report at or before the time set for further hearings.

No Ordinance, unless it is declared an emergency measure, shall be passed on the day on which it shall be introduced, unless so ordered by an affirmative vote of four (4) members of the Commission. Reference: Section 41, Charter.

All Ordinances and Resolutions, except those passed as Emergency Measures, shall be in effect after thirty (30) days from the date of their passage. Reference: Section 42, Charter.

**EMERGENCY MEASURE**

An emergency measure is an Ordinance or Resolution for the immediate preservation of the public peace, property, health or safety, or providing for the usual daily operation of a municipal department, in which the emergency is set forth and defined in a preamble thereto. No Ordinance or Resolution making a grant, renewal or extension of a franchise or other special privilege, or regulating the rate to be charged for its services by any public utility, shall be passed as an emergency measure. Emergency measures become effective at the time indicated therein. By the affirmative vote of not less than four members of the Commission, emergency measures may be passed on the day when introduced. Reference: Section 42, Charter.

This is accomplished by two separate votes, the first to make the legislation an emergency measure and the second to vote on passage of the legislation. This can occur by having two readings of the legislation at a single meeting, or one reading at each of two meetings. The title is read the first time, including a phrase declaring it to be an emergency. A motion to make it an emergency follows the first reading of the proposed legislation.

Upon a roll call, four *yea* votes are required to adopt the emergency motion. The legislation, if approved in a separate vote, would then be effective upon the passage date included in the legislation, generally immediately. A second reading of the legislation is made and the roll is called for vote to pass the legislation.

The titles of Ordinances and Resolutions enacted under the terms of the Charter are published only once in a newspaper of general circulation. The General Appropriation Ordinance is published in its entirety.

**SPONSOR ASSIGNMENT**

Ordinances and resolutions are identified by number and by the name of a Commissioner as sponsor. Assignments are generally made in rotation by the Clerk of Commission, and does not
indicate that the Commissioner formally introduces or sponsors an Ordinance or Resolution. Each Commissioner is informed of the ordinance(s) to which their name has been assigned. However, a Commissioner may request that another name be assigned. Should the Clerk be aware of a Commissioner’s objection to a measure, the Clerk would not assign that particular Commissioner’s name to the legislation. Commissioners should communicate to the Clerk if they intend to vote no or abstain on a measure they have been identified as a sponsor on so that another Commissioner may be assigned.

INFORMAL RESOLUTION

With respect to matters not requiring the enactment of legislation, the Commission speaks by Motion or Informal Resolution. The motion is used as a suggestion or proposal. The Informal Resolution is used by the City Commission when it is desired to formalize action that would otherwise be taken by motion and to more effectively document it. However, it is no more effective than the motion. Common examples of Informal Resolution subjects include supporting or opposing legislation at the State or Federal level, supporting local tax initiatives sponsored by partner authorities, designating an activity as a Public Purpose, or encouraging citizens to participate in particular civic activities. Informal resolutions take effect immediately upon adoption.

RULES AND PROCEDURE FOR CITY COMMISSION MEETINGS

OPEN MEETING LAW

All meetings of the City Commission are subject to the requirements of the Ohio Sunshine Law, presently codified in Ohio Revised Code § 121.22. However, during the pendency of a city declaration of emergency, the City Commission may hold and attend meetings and may conduct and attend hearings by means of teleconference, video conference, or any other similar electronic technology in accordance with R.C.G.O. § 30.14. Any citizen comment submitted prior to the meeting will be distributed to the Commission in advance of a virtual meeting. Written citizen comments from a virtual meeting will be posted on the City’s website with meeting minutes.

The Clerk of Council will publish the agenda for weekly and special meetings prior to the beginning of the meeting. All special meetings require at least 24 hours advance notice to the public.

At a regularly scheduled meeting, the Commission may add to the Agenda any matter for action, including adoption, without prior notice that such matter shall be considered at the meeting. At a special meeting, the Commission can only take action on a matter appearing on the notice for the special meeting.

REGULAR MEETINGS

Regular meeting of the City Commission shall be held on Wednesday of each week, commencing at 8:30 a.m. except that the meetings on the first, third, and fifth Wednesday of each month shall begin at 6:00 p.m., provided, however, that when following such schedule such
Commission meeting will fall on any of the following days; New Year’s Day, Washington’s Birthday, Independence Day or Christmas Day, then in that event the regular meeting of the Commission for the week may be held on Thursday at the same hour of the day as the meeting of would have had Wednesday of that week not have been a holiday. (Ords. 18107, passed 11-24-54; amend. Ord. 19560, passed 3-9-60; amend Ord. 26535, passed 5-26-82; amend. Ord. 26568, passed 7-28-82; amend Ord. 26843, passed 7-20-83)

If a member is not able to attend a meeting of the City Commission, they must prepare a memo requesting authorization of their absence and noting the reason for it. Said memo must be distributed to the Director of Commission, the Clerk, and the other four commission members.

The Mayor, when present, shall preside at all meetings. In the Mayor’s absence, a Commissioner serves as temporary presiding officer and the assignment will be designated by the Mayor. In the absence of an appointment, the longest serving Commissioner shall serve as the presiding officer of the meeting.

The presiding officer will decide all points of order, including order of action on the agenda items, unless specifically appealed by a majority of members.

It is agreed that under normal circumstances, action on any agenda item will be held for one week at the request of any member. The request to hold an item should be communicated to the Director or Clerk as far in advance of the meeting as possible. This does not include matters where there are statutory deadlines, such as the annual budget.

As soon as the roll call and the minutes have been read and approved, the presiding officer shall call the business of the meeting in the following order:

1. Communications and Petitions
2. Special Awards/ Recognition
3. Discussion of City Manager’s Recommendations
4. Discussion of City Commission Recommendations
5. Citizens Comments on City Manager’s Recommendations
6. Approval of Legislation
7. Public Hearing
8. Citizen Comments/Public Hearing
9. Approval of Public Hearing Legislation
10. Citizens Comments
11. Comments by City Manager
12. Comments by Clerk of Commission
13. Comments by City Commission
14. Miscellaneous

Members must abstain from voting on issues that involve organizations in which they have proprietary interest or from which they receive personal income. This is not intended to apply to holding shares in a corporation, etc. totaling less than five percent of such shares outstanding, as provided in the ORC.
The Commission will permit citizen comment on items before them for action and will permit oral or written presentations to be made on topics of public concern at the appointed time during legislative meetings. This rule may be set aside at the presiding officer’s discretion to accommodate special situations, including but not limited to persons invited by a member to bring comments to the body. Should a member desire to invite a member to provide a presentation to the body, the Presiding Officer and Director/Clerk should be so advised in advance.

The Commission directs that every reasonable effort be made to provide for first reading only of an ordinance or resolution at the time of introduction, even when for purpose of immediate effectiveness. In cases where two readings at one meeting is necessary, a memo should accompany the weekly packet explaining why this is required. If any member objects to holding two readings at one meeting, they should alert the Director or Clerk as soon as possible.

CONDUCT OF PERSONS AT COMMISSION MEETINGS

The Commission values citizen engagement at the regular meetings and expects conduct of everyone in attendance that allows others, including the Commission, to hear their comments. Citizens attending the Commission meeting must be seated and remain in the audience during the meeting, except when recognized by the Presiding Officer and may stand at the podium only during the time he or she is allowed to speak. Only one speaker is allowed at the podium at a time, unless: (1) the Presiding Officer has invited two or more persons to the podium for informational or ceremonial purposes; or (2) the speaker has a disability and requires the assistance of one additional individual to approach the podium and/or communicate with the Commission.

The Commission values accessibility for the regular meeting. If a citizen requires interpretive services to communicate with the Commission, they may bring their own interpreter or may request one in advance by calling the City Commission office.

The “Citizen Comments” portions of the agenda are dedicated to allowing the public at large to speak on issues at each regular Commission meeting. Citizens desiring to speak during Citizen Comments shall sign up with the Clerk of Council by completing the Citizen Comments Form and submitting it before the start of the meeting. The individual shall print his/her name, home address and specific subject matter on which he or she intends to speak. If not completed as required, the speaker will not be recognized. Speakers are permitted to address the Commission only once during general comments, but may also speak on calendar items or a public hearing, if relevant. The only exceptions are a pre-approved presentation to the Commission, or upon request of the majority of the Commission. Speakers are limited to three (3) minutes.

No person in attendance at a Commission meeting shall do the following:

• Address the Commission without first being recognized by, and granted permission so to do, by the presiding officer, or by a majority of the Commission;
• Continue to address the Commission after being ruled out of order by the presiding officer, unless permission to continue is granted by a majority of the Commission; or
• Become boisterous or perform any act, either individually or in concert with another person or persons, which interfere with the good order and decorum of the Commission.

Any Person convicted of violating any of the provisions of division (A) shall be guilty of a misdemeanor of the fourth degree. (Ord. 23408, passed 6-25-59)

Disturbing a Lawful Meeting: Has the meaning ascribed to Ohio Revised Code Section 2917.12 as follows: (A) No person, with purpose to prevent or disrupt a lawful meeting, procession, or gathering, shall do either the following:

(1). Do any act which obstructs or interferes with the due conduct of such meeting, procession, or gathering;
(2). Make any utterance, gesture, or display which outrages the sensibilities of the group.

Prohibited conduct includes, but is not limited to the following:

• Shouting in the Commission Chambers;
• Remaining out of your seat after being requested by the Clerk of the Commission or the Presiding Officer to return to your seat;
• Clapping or making other loud noises;
• Approaching the podium or the dais during the Commission Meeting without permission of the Presiding Officer;
• Using obscene or profane language, personal attacks, slander, physical violence or the threat thereof, which the Presiding Officer determines is intended as a disruption of the meeting; and
• Speaking beyond the allotted three (3) minutes.

In addition to potential criminal prosecution, the Presiding Officer may order the removal of any person Disturbing a Lawful Meeting and/or violating the Commission Rules. In cases where the Presiding Officer believes that an individual Disturbed a Lawful Meeting, the Presiding Officer may ban the individual from attending the Commission Meeting for six months. The Presiding Officer will trespass an individual who has disrupted a lawful meeting from City Hall for a period of up to six (6) months pursuant to Section 2911.21 of the Ohio Revised Code. The Dayton Police Department shall issue a notice of criminal trespass and shall be responsible for notifying the individual of the duration of the suspension in writing.

CONDUCT OF MEMBERS AT COMMISSION MEETINGS

The City Commission shall give citizens a courteous and respectful hearing of their views. The Commission recognizes that citizens make significant personal sacrifices to attend Commission meetings and public hearings. The Commission shall be respectful of the time being given, even when the speaker is critical of the members. Decorum and civility shall be observed at all times.
by Commissioners. This includes prompt and regular attendance at all City Commission meetings, including the times dedicated to public comment.

The presiding officer may respond to a citizen during the public comment period after they have concluded speaking. However, most follow up to issues raised by citizens will occur after the meeting has concluded so as to allow for the efficient running of the meeting, and for all citizens to be heard in a timely manner and for adequate time for staff to review and provide necessary support.

Commissioners, with the recognition of the Presiding Officer, may ask questions of the City Manager pertaining to calendar items or other relevant city business. The Presiding Officer may also request that the City Manager call administration leadership to the dais to respond to questions as well.

EXECUTIVE SESSIONS

The convening, notice, content, conduct, and record of all Executive Sessions must comply with Ohio’s Sunshine Law. Special executive meetings may be called in the manner and by the person described in Section 39 of the City Charter.

Retiring to Executive Session during or following the regular order of business will reflect the same provisions as for a special meeting except notice is by announcement.

It will be usual practice that, except for members, any request for an Executive Session should come from the City Manager or the Director of the Office of the City Commission to the Mayor with prior knowledge or legal opinion that the subject matter falls in the permitted categories.

The topic for Executive Session should be made known to members of the Commission when the request or notice for such meeting is made. Details of subjects to be discussed will be considered confidential by Commission and staff prior to the meeting.

A brief written record of the conduct of an Executive Session is required to be kept as are records of all Commission meetings. It is a public record. Anything beyond the general written record that is to be revealed publicly shall be agreed during the meeting and observed by all in attendance. If a member intends to comment beyond the points agreed to, such member should advise the body of that intent.

Confidentiality of printed material distributed in Executive Session will be assumed unless otherwise indicated by the presenter. Members shall not record, through video or audio, executive session proceedings.

When a document or verbal information is presented to all members with a classification such as confidential, all members agree to honor the designation completely, or personally advise all other members of an intent to do otherwise.
WORK SESSION

Work Sessions are held at the convenience of the City Commission to provide a setting for extended presentations and discussion of a specific topic. It is used for information exchange and discussion; no vote or formal action may occur at a Work Session. A Work Session is typically held in conjunction with an announced public meeting of the City Commission. Typically, Work Sessions are held following a morning City Commission meeting or preceding an evening City Commission meeting. The starting time of a Work Session shall be announced prior to the meeting.

The Mayor, or any two Members of the City Commission, may request a Work Session, which is to be scheduled at the convenience of the majority of the City Commission. It will be usual practice that, except for Members, any request for a Work Session should come from the City Manager or the Director of the Office of the City Commission to the Mayor for consideration.

Representatives of an outside organization or a City agency may be invited to share information on a topic of the City Commission’s choosing. The City Commission may provide direction as to the topic, range of information, or method of presentation of information.

A written record of the conduct of a Work Session is required to be kept as are records of all Commission meetings. It is a public record. As a public meeting, the public or media may be in attendance and may share information which is discussed during the meeting.

PROCEDURES REGARDING CONFIDENTIALITY

In an effort to assist the City Commission in identifying those issues and reports forwarded to them by the City Manager which should be considered as confidential, the following procedures and guidelines should be used.

The City Manager, or his or her designee, shall assume responsibility for identifying and marking information and reports that are submitted to the City Commission which should be considered confidential. Such documentation shall be labeled Confidential. These matters may include, but are not limited to, security documents, attorney-client privileged communications, attorney work product, negotiations, mediation communications, and matters required to be kept confidential by federal or state law.

It is recognized that department or agency heads may submit reports for City Commission consideration on items not covered in the above mentioned subject whereby the premature disclosure of information related to them would be adverse to timely public discussion. In this instance, the department or agency head shall be responsible for identifying such reports and receive concurrence from the City Manager or their designee, prior to submission to the City Commission.
In the event a representative of the news media has advance knowledge of a confidential report or discussion item submitted for City Commission review, the City Manager’s staff shall not discuss the issue until the City Commission has been informed.

When a document or verbal information is presented to the members of the Commission with a classification such as confidential, all members agree to honor the designation completely or personally advise all other members of an intent to do otherwise.

For attorney-client privileged information, the City Commission may, at times, determine that it is necessary to waive privilege and release information to the public. This can only be done with support from a majority of the Commission and in consultation with the Director of Law.

MEMBER INTERACTIONS

Members shall treat one another with decorum and respect. Members will not attack the character or integrity of one another in a public forum. Members will also act respectfully to one another in private.

The mayor serves as the head of the Commission and seniority of tenure shall be followed among commissioners with regards to matters where an order of preference is required.

If the majority of the Commission determines that a member has violated the terms of these rules, the Commission may censure the member during a regular City Commission meeting. A motion to censure the member must be brought forward and seconded, then brought to a roll call vote of the Commission.

ACCESSIBILITY

Every effort will be made to ensure that recordings or livestreams of City Commission proceedings, including press conferences, are accessible to the public, including either live interpretation of American Sign Language or closed captioning services.
CITY COMMISSION OFFICE STAFF

The City Commission appoints the Executive Assistant to the Commission, who shall be known as the Director of the City Commission Office, and a Clerk of Commission.

Other staff in the City Commission Office are hired by and report to the Director. This includes Legislative and Commission Aides, which may be assigned to the mayor or a commissioner to manage scheduling, correspondence, or citizen complaints. Commissioners may require staff support on research or other projects, which will be assigned to aides by the Director or Clerk. Other work by the aides will benefit the entire Commission, as determined by the Director in consultation with the members.

In hiring staff, Commissioners are encouraged to assist in finding candidates to apply. The Director and Clerk will do initial screenings of candidates that meet qualifications, present suitable candidates to the Commission, and solicit their input on staff selection. Staff evaluations are conducted by the Director or designee, and disciplinary action – including potential termination – is at the discretion of the Director.

As with interactions between members, City Commission Office staff should also be treated with respect.

Per Section 43 of the City of Dayton Charter, the Clerk shall be responsible for maintaining records. With support of the Commission, the Clerk has authority to set policies related to the access, handling, and disposition of these records for Commissioners, staff, and the public.

CITY ADMINISTRATION REQUESTS

Commission member requests of administrative staff, including for information, should be directed to the City Manager’s office. Outside of routine matters, members will engage the City Manager’s office instead of department heads. Members should not engage with staff below the department director or deputy director level without prior agreement of the City Manager.

Members of the Commission may request legal opinions and legal work from the Department of Law. Members are asked to keep staff capacity in mind when requesting legal work, recognizing that staff will not be able to complete significant analysis with short notice. Any legal opinions produced by the Department of Law will be shared with the entire City Commission unless it pertains to a member’s unique personal or professional ethics.

As with interactions between members, City Commission Office staff, administrative staff should also be treated with respect.
PROCLAMATIONS, RESOLUTIONS IN MEMORIAM, AND GREETINGS

On occasion, the Commission may wish to respond to events that do not rise to the level of legislation.

- Proclamations are used to declare a period of time, typically a day, in honor of a person or event, which is described in the Proclamation.
- Resolutions in Memoriam are issued to acknowledge the passing of a person who has contributed significant good works to the community.
- Greetings are issued to acknowledge an event related to a person or organization in the community.

PROCLAMATIONS

Proclamations are issued by the Mayor, or infrequently, by the entire Commission. With approximately 150 Proclamations issued in any year; requiring only the signature of the Mayor is necessary for an efficient process. In rare occasions, a member may request for the entire City Commission to sign a proclamation of significant importance. However, issuing a Proclamation from part, but not all, of the Commission gives the impression that Members not signing are opposed to the Proclamation’s content. It is therefore not appropriate to issue a Proclamation containing the names of only part of the Commission.

The typical format of a Proclamation is five to seven data points about the individual, organization, or event being recognized, culminating in a day being honorarily declared for the person, organization, or event, and signed by the Mayor. If the event is over a weekend, a week, or month, the period of time designated may match the event’s period. Rarely, and to convey the extraordinary nature of a person, organization, or event, will an honorary designation extend past a month. If being signed by the entire Commission, the content of the Proclamation must be shortened in order to allow room for all signatures. Because the Mayor is the ceremonial head of government and typically issues Proclamation, the Mayor’s Office may have specific requirements, forms, or procedures related to issuing Proclamations.

RESOLUTIONS IN MEMORIAM

A Resolution In Memoriam is presented to the family of a person who has recently passed and who made significant positive contributions to the community. These are typically prepared immediately following a death, so that the family may receive it at or before any funeral or memorial service. Some groups publicly read the Obituary, Resolution In Memoriam, and other tributes during the funeral or memorial service. Information beyond what is in the public obituary should be included in the Resolution In Memoriam whenever possible, including details about the individual’s life, connections and contributions to the community, or other personalized information.

The typical format for a Resolution In Memoriam is a series of data points highlighting the individual, the family, and the significant contributions made to the city, culminating in an
expression of sympathy made by the entire City Commission, and signed by the entire City Commission. Because there are fewer than a dozen Resolutions In Memoriam issued in any given year and the person memorialized has typically made significant contributions over a long period of time, extra efforts are made by the Commission to have all Members personally sign these documents.

GREETINGS

A Greeting is a formal acknowledgment of a person or organization on the occasion of some event or milestone. It contains no personalization other than the name and the occasion. They may recognize a retirement, milestone of service to a company, milestone birthday, receipt of an award, family reunion, or other occasion. It is signed by the Mayor. Typically 300 or more Greetings are issued in any year; the difficulty in getting multiple signatures on a Greeting in a timely manner is a further reason that the Mayor signs on behalf of the entire City Commission in most cases.

The format of a Greeting is a fill in the blank certificate with space for a name, an occasion and a date. Because the Mayor is the ceremonial head of government and because of the quantity of Greetings typically requested, the Mayor’s Office may have specific requirements, forms or procedures related to issuing Greetings.

CORRESPONDENCE

Letters of support for specific projects or grants should be discussed and agreed upon by a majority of the Commission. Individual members may support projects, but should only use City Commission letterhead if there is majority support.

Members of Commission may send individual correspondence on City Commission letterhead for an event or occasion related to their services as a Commissioner. Members may send letters of recommendation for individuals on City Commission letterhead.