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 Hearings: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission
   (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)
   The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:
   (All contracts are valid until delivery is complete or through December 31st of the current year).

   1. Purchase Orders:

      **RECREATION**
      A1. Bushong Restaurant Equipment (commercial grade kitchen equipment) $16,789.45
1. (Cont’d):

WATER
B1. Martin Painting & Coating Company (Sandblasting and epoxy coating of pump column piping as needed through 07/31/25) $95,000.00
-Depts. of Recreation and Water.

Total: $111,789.45

2. David Lyttle – Service Agreement – to serve as Construction Specialist for the Minority Business Assistance Center (MBAC) – The Human Relations Council $165,162.40 (Thru 6/30/23)

3. Dr. Mary J. Huber Ph.D., CRC – Service Agreement – for research, data collection, analysis and dissemination of program process, goals and achievements for the GROWing Dayton Strong Program - Department of Police $50,000.00 (Thru 9/30/23)

4. TeamDynamix Solutions LLC – to provide professional services in the configuration of their Software as a Service (SaaS) to better manage the City’s technology applications and services – Department of Information Technology $97,622.60 (Thru 8/31/24)

5. WestCare Ohio, Inc. dba East End Community Services – Service Agreement – to expand the Get Recovery Options Working (GROW) program to connect overdose survivors, family members and friends to treatments, recovery support services, overdose prevention education and community outreach - Department of Police $637,944.00 (Thru 9/30/23)

E. Other – Contributions, Etc.:

6. CityWide Development Corporation - Other – agreement with CityWide Development Corporation for the Edgemont/Five Rivers Neighborhood Improvement Program for improvements for residents of the Edgemont neighborhood in conjunction with the construction of the Five Rivers Health Center – Department of Planning, Neighborhoods and Development $155,750.00 (Thru 12/31/22)
IV. LEGISLATION:

Emergency Resolution – First and Second Reading

7. No. 6601-21  Authorizing the Acceptance of the Fiscal Year 2020 Assistance to Firefighters Grant in the Amount of One Hundred Nine Thousand One Hundred Thirty-Six Dollars and Thirty-Six Cents ($109,136.36) by the Federal Emergency Management Agency (“FEMA”), Authorizing the Required Matching Funds in the amount of Ten Thousand Nine Hundred Thirteen Dollars and Sixty-Four Cents ($10,913.64), and Declaring an Emergency.

Ordinance – Second Reading

8. No. 31911-21  To Vacate the Alley East of June Street (Tulsa Lane) from 78 Feet South of the Alley South of East Fourth Street to 25 Feet North of the Norfolk Southern Railroad Right of Way.

Resolutions – Second Reading

9. No. 6599-21  Honorarily Naming Stone Street Between South Jefferson Street and South Patterson Boulevard as “Land of Funk Way.”

10. No. 6600-21  Honorarily Naming Auto Club Drive Between Perry Street and South Patterson Boulevard as “Linda Kramer Way.”

VI. MISCELLANEOUS:

ORDINANCE NO.  31912-21

RESOLUTION NO.  6602-21

IMPROVEMENT RESOLUTION NO.  3599-21

INFORMAL RESOLUTION NO.  992-21
City Manager’s Report

Date August 25, 2021
Expense Type Purchase Order
Total Amount $111,789.45

2021 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See below</td>
<td>See below</td>
<td>See below</td>
</tr>
<tr>
<td>Includes Revenue to the City</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Affirmative Action Program</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Description

RECREATION

(A1) P0211072 – BUSHONG RESTAURANT EQUIPMENT, DAYTON, OH
- Commercial grade kitchen equipment.
- These goods are required to furnish the concession building located at Kettering Fields Complex.
- Three (3) possible vendors were solicited and two (2) responses were received.
- Bushong Restaurant Equipment qualifies as a Dayton local entity.
- The Department of Recreation recommends acceptance of the lowest and best response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6530-1411-56</td>
<td>$16,789.45</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
WATER – WATER SUPPLY AND TREATMENT

(B1)  P0211094 – MARTIN PAINTING & COATING COMPANY, GROVE CITY, OH

- Sandblasting and epoxy coating of pump column piping as needed through 12/31/2021.
- These services are required for sandblasting and epoxy coating of used pump column piping in order for it to be reutilized as a drinking water supply line.
- Ten (10) possible vendors were solicited and two (2) bids were received. This order establishes a price agreement per IFB S21024 with pricing through 7/31/2025.
- The Department of Water requests additional authority of $75,000.00 through 7/31/2025.
- The Department of Water recommends acceptance of the lowest and best response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2025</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

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

From: 1400 - Human Relations Council
Supplier, Vendor, Company, Individual
Name: David Lyttele
Address: 5631 Willow Twig Lane
Dayton, OH 45459

Date: August 25, 2019
Expense Type: Service Agreement
Total Amount: $165,162.40 thru 6/30/23

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Grant/State</td>
<td>28259-1400-1159-57</td>
<td>$165,162.40</td>
</tr>
</tbody>
</table>

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

Description

SERVICE AGREEMENT

Approval is requested to enter into an Agreement in the amount of One Hundred Sixty-Five Thousand One Hundred Sixty-Two Dollars and Forty Cents ($165,162.40) with David Lyttele for providing services in the capacity of Construction Specialist for the Minority Business Assistance Center (MBAC).

The MBAC provides counseling, training, business development, strategic management, and technical assistance to Ohio’s minority, socially and economically disadvantaged business community. The Construction Specialist’s services shall include, but are not limited to, assisting clients in applying for various certifications with the City of Dayton, State of Ohio, and federal government. He will provide guidance on applying for certifications; reviewing certification packets for accuracy and completeness; and, may conduct site visits to ensure companies are in compliance with certification requirements.

The Department of Law has determined this is an independent contractor. The Department of Human Resources has determined the Agreement does not violate any City labor agreements or employment policies.

This Agreement shall be in effect upon execution and will expire on 6/30/23.

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

The funding source is Other Grants/MBAC 2021-2023

A certificate of funds is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>06/30/23</td>
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<tr>
<td>Original Commission Approval</td>
<td>$165,162.40</td>
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<tr>
<td>Initial Encumbrance</td>
<td>$165,162.40</td>
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<tr>
<td>Change Order</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount: $165,162.40</th>
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</thead>
<tbody>
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<td>Fund Code</td>
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</tr>
<tr>
<td>1400</td>
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<tr>
<td>1159</td>
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<tr>
<td>57</td>
</tr>
<tr>
<td>XXXX</td>
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<tr>
<td>XXXX</td>
</tr>
</tbody>
</table>

NO DRAFT DOCUMENTS PERMITTED

<table>
<thead>
<tr>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>x Initial City Manager's Report</td>
</tr>
<tr>
<td>x Initial Certificate of Funds</td>
</tr>
<tr>
<td>x Initial Agreement/Contract</td>
</tr>
<tr>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Copy of Original Certificate of Funds</td>
</tr>
</tbody>
</table>

Amount: 
Fund Code XXXX- XXXX- XXXX- XXXX- XXXX- XXXX- XXXX- XXXX- XXXX- XXXX- XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: David Lyttle
Vendor Address: 5631 Willow Twig Lane Dayton OH 45459
Street City State Zipcode + 4
Federal ID: 
Commodity Code: 91831
Purpose: Consultant for the Minority Business Assistance Center.

Contact Person: Erica Fields
Human Relations Council
Department/Division
8/16/2021 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: 8/16/2021

CF Prepared by: 
Date: 8/16/2021
CF/CT Number: 

Finance Department
October 18, 21
Date: August 12, 2021

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

FROM: Erica Fields, Executive Director
      Human Relations Council

RE: David Lyttle Contract

Please find attached a copy of the above referenced contract, City Manager’s report, Contractors Questionnaire form, and the Certificate of Funds. Mr. Lyttle serves as a construction specialist for the Minority Business Assistance Center. He will provide guidance on applying for certifications; reviewing certification packets for accuracy and completeness; and, may conduct site visits to ensure companies are following certification requirements.

We request that this be placed on the August 25, 2021 City Manager’s Calendar.

The Law Department has reviewed this contract as to form and correctness.

If you have any questions, please contact Joann Wright at x1400 or Joann Mawasha at x1402.

EF/jjw
AGREEMENT

THIS AGREEMENT FOR CONSTRUCTION SPECIALIST SERVICES FOR THE MINORITY BUSINESS ASSISTANCE CENTER ("Agreement"), dated this ______ day of __________, 2021, is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and David Lyttle ("Contractor").

WITNESSETH THAT:

WHEREAS, The Ohio Development Services Agency (ODSA), Minority Business Development Division (MBDD) administers a Minority Business Assistance Center program to provide counseling, training, business development, strategic management, and technical assistance to Ohio’s minority, socially and economically disadvantaged business community; and,

WHEREAS, ODSA has confirmed that the City of Dayton will be the host for the program which will serve Montgomery, Greene, Miami, Preble, Darke, Clark, Mercer, Auglaize, Shelby, Logan, Champaign, and Madison Counties; and

WHEREAS, the Construction Specialist will provide guidance on construction related bidding opportunities; and

WHEREAS, the Construction Specialist is responsible for notifying minority and women-owned, small and disadvantaged businesses of construction opportunities; and

WHEREAS, the Construction Specialist provides other services as needed to build the capacity of minority and women-owned, small and disadvantaged businesses;

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

ARTICLE 1. SCOPE OF SERVICES

Contractor shall provide services as described in Exhibit A, attached hereto and made a part hereof, in a manner satisfactory to the City. These services shall be provided to minority, women-owned, small, and disadvantaged businesses.

Services shall include, but are not limited to, assisting clients in applying for various certifications with the City of Dayton, State of Ohio and federal government. The Consultant will provide guidance on the applying for certification; review certification packets for accuracy and completeness; and, may conduct site visits to ensure companies are in compliance with certification requirements.

Contractor shall exercise the same degree of care, skill and diligence in the performance of services to be provided under this Agreement as is ordinarily possessed and exercised by a professional under similar circumstances.
ARTICLE 2. TERM OF CONTRACT

This Agreement shall commence upon execution by the City Manager, and shall terminate on June 30, 2023, or at such time as all funds hereunder are expended, whichever date occurs first.

ARTICLE 3. PAYMENT

The City shall pay an amount not to exceed One Hundred Sixty-Five Thousand One Hundred Sixty-Two Dollar and Forty Cents ($165,162.40) to Contractor for the services to be performed pursuant to this Agreement, as reflected in Exhibit A. The City will determine allowable and allocable costs in accordance with the OMB Circular A-87 “Cost Principles for State, Local and Indian Tribal Governments” codified at 2 CFR Part 225 (together with Appendices A-D) and any other applicable federal, state, or local laws or regulations.

ARTICLE 4. INDEPENDENT CONTRACTOR

By executing this Agreement, Contractor acknowledges and agrees that he will be providing all services to the City as an “Independent Contractor.” As an independent contractor for the City, Contractor will be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Contractor will have no authority to assume or create any obligation on behalf of, or in the name of, the City without the express written approval of a duly authorized representative of the City.

Contractor and his employees, agents or subcontractors, or any other persons retained or hired by him to assist in the performance of the Services under this Agreement, are not City employees. Therefore, such persons shall not be entitled to any of the emoluments of employment with the City of Dayton, and Contractor shall indemnify the City against any and all claims by its employees, agents, or subcontractors for such City employee benefits. Contractor further understands and agrees that neither he, nor any of his employees, agents, or subcontractors are “public employees” for the purpose of membership in the Ohio Public Employees Retirement System (“OPERS”). Contractor will be solely responsible to withhold and pay all applicable local, state and federal taxes for its employees.

ARTICLE 5. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Agreement.

ARTICLE 6. SUBCONTRACTING

Contractor may not subcontract any of the services agreed to in this Agreement without the express written consent of the City. All sub-contractors are subject to the same terms, conditions and covenants contained in this Agreement. Contractor is responsible for making direct payments to all sub-contractors for any and all services provided by such contractor.
ARTICLE 7. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or gender identity 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 by Contractor that Section 35.14, 35.15, and 35.16 of the Revised Code of the General Ordinances of the City of Dayton constitutes a material condition of the 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.

ARTICLE 8. RECORDS TO BE MAINTAINED BY DAVID LYTTEL

Contractor shall keep accurate and complete records as required by generally accepted accounting principles of all services provided. All costs and expenditures related to the services and this Agreement shall be support by properly executed invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified, and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City and/or its designee all of its records, with respect to all matters covered under this Agreement, and will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records. In performing any independent audit, Contractor shall require the auditor to comply with all applicable City rules and regulations governing such procedures.

The Federal and State Government, including the comptroller General of the United States and the Attorney General of the State of Ohio, along with the City of Dayton, has the right to examine or audit relevant financial records for a period not to exceed four (4) years after the expiration of the terms of this Agreement. The City and Contractor must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

As used in this provision, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

Contractor agrees that they shall take appropriate measures to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information (SSI) that may come into their possession as a result of this Agreement.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

A. Contractor shall defend, indemnify and hold harmless the City and its elected officials, officers, employees, and representatives from and against all claims, losses, damages, or expenses (including reasonable attorney's fees) to the extent that such claims, losses, damages, or
expenses are caused by or arise out of the performance or non-performance of the Agreement, and/or the acts, errors, omissions or wrongful conduct of Contractor or its employees, agents and representatives.

B. Contractor shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an “A” rating from A.M. Best, the following insurance:

1. Automobile liability insurance with the following coverages: bodily injury liability in an amount not less than One Hundred Thousand Dollars ($100,000) per person, Three Hundred Thousand Dollars ($300,000) per accident; and property damage liability in an amount not less than One Hundred Thousand Dollars ($100,000) per accident.

All policy/policies of insurance to be maintained by Contractor pursuant to this subsection B shall provide that said insurance may not be cancelled or terminated without thirty (30) days prior written notice to the City. Upon execution of this Agreement, the Contractor shall furnish the City with a copy of such certificates of insurance demonstrating compliance with this Section. Contractor shall also provide, upon the City’s request, complete copies of any insurance policies required hereunder. The City’s examination of, or failure to request or demand any evidence of insurance required hereunder, will not constitute a waiver of any requirement of this Article, and the existence of any insurance will not limit the Contractor’s obligations under this Agreement.

ARTICLE 10. TERMINATION

The City or DAVID LYTTLE may terminate this Agreement, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, or at any time upon mutual written agreement. The notice shall state the date upon which such action is effective. In the event that this Agreement is terminated, DAVID LYTTLE shall be paid for all work and services provided and all supplies and materials procured up to the date of termination specified within the notice, and the City shall have no other responsibility to DAVID LYTTLE.

ARTICLE 11. PROJECT REPORTING

Whereas performance reporting is essential for the City’s effective administration of the MBAC, Contractor shall submit weekly electronic reports via MBD Assist or the appropriate electronic information reporting system provided by the State of Ohio Development Services Agency as supporting documentation for any and all invoices submitted for services rendered under this agreement. Said Project Report shall include, identification of MBAC Client served, description of services performed, date services were provided, total hours expended, procurement activity results, etc.

Contractor is to enter client information, consulting data, staff work effort, awarded transactions, job creation and retention, and any other pertinent data within 72 hours from the time of service.
Performance reporting is essential for the City’s effective administration of the MBAC. If Contractor fails to submit project reports and such breach continues uncured for more than fourteen (14) days, such failure will be grounds for termination of the balance of this agreement or other remedies such as accrual of liquidated damages, fines or other penalties. Each will be considered on a case-by-case basis and review of the circumstances for such occurrence by the MBAC Program Manager or HRC Executive Director. Penalties so assessed will be deducted from any outstanding invoice in process by the City of Dayton.

This Article shall survive termination or expiration of this Agreement.

ARTICLE 12. GENERAL PROVISIONS

A. Amendment

The City or Contractor may request to amend this Agreement at any time. Upon mutual agreement to amend this Agreement, the amendment shall be reduced to writing, which shall make specific reference to this Agreement, approved by the City’s Chief and Director of Department of Police, signed by a duly authorized representative of the City and Contractor, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Waiver

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

C. Notices and Communications

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

City of Dayton:
City of Dayton
Human Relations Council (“HRC”)
ATTN: Erica Fields, Executive Director
371 W. 2nd Street, Ste. 100
Dayton, OH 45402
(937) 333-1439 Office
(937) 222-4589 Fax
D. Conflict of Interest

This Agreement shall not be interpreted or constructed as to preclude, prevent or restrict Contractor from agreeing or otherwise contracting with parties aside from the City; provided, however, that such other contract work in no way impedes Contractor’s ability to perform the services required under this Agreement.

Contractor represents that no member of the governing body of the City and no other officer, official agent, or employee of the City has any personal financial interest, direct or indirect, in Contractor’s business. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement. Contractor will immediately report the discovery of any potential conflict of interest to the City.

E. Entire Agreement/Integration

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

F. Political Contributions

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

[Remainder of this page intentionally left blank.]
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

DAVID LYTTLE

By:

Print: DAVID LYTTLE

APPROVED AS TO FORM AND CORRECTNESS:

8/18/2021

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 Commission
EXHIBIT A

SCOPE OF SERVICES
MBAC Construction Specialist

1. PROGRAM

Contractor will assist clients in preparing for all aspects of the construction bidding and award process. Mr. Lyttle will also assist public and private partners with identifying potential contractors to meet diversity participation goals.

2. PROGRAM GOALS

1. Increase access to technical assistance and procurement programs that assist minority, disadvantaged and small businesses in their service area to grow and expand which in turn will help to create, retain and expand job opportunities;
2. Increase certification in the State of Ohio MBE/EDGE, City of Dayton PEP and other certification programs available to minority, disadvantaged and small businesses; and
3. Develop and implement programming to encourage the growth and success of innovative minority and small businesses by meeting and exceeding Key Performance Measures (KPM) in the areas of counseling, training, access to capital, certification and contract awards; and
4. Provide timely and accurate reports in Salesforce to ensure all activity is being counted and expected results are being achieved.

3. CONTRACTOR RESPONSIBILITIES

1. Interviews clients and conducts client intake process as scheduled
2. Assist clients with obtaining and preparing bids
3. Consults with clients, vendors and other individuals to discuss estimates formulated and resolve issues.
4. Reviews data to determine materials and labor costs and prepares itemized lists.
5. Conduct take-offs by analyzing blue prints, specifications, proposals and other documentation to prepare time, cost and labor estimates for products, projects or services.
6. Tabulates number of clients contracts received quarterly.
7. Visits job sites when appropriate.
8. Reviews all documents (i.e., newspapers, Dodge Reports, governmental agency bid bulletins, etc.) and conducts internet searches to obtain procurement and contracting opportunities in the MBAC service area
9. Matches contracting opportunities to clients and disseminates information to supplier and clients.
10. Coordinates at least two (2) workshops related to construction contracting opportunities (cost and material estimation, blue print reading, take-offs and inspections) during the fiscal year.
11. Performs outreach to entities in the MBAC area and maintains a list of county contacts and outreach activities
12. Conducts “120 day Follow-up” to clients and maintains “active” list of clients.
13. Performs other consulting tasks necessary and incidental to the accomplishment of this independent contractor relationship.
14. Organizes and manages plan room and Dodge report files.
15. Develops and manages relationships with construction managers, prime contractors, and other strategic partners to stay abreast of trends, as well as training, contracting and partnering opportunities.
16. Sign an annual Conflict of Interest form as required by the State of Ohio.
17. Other duties as assigned

4. PAYMENT PROCEDURES

A. Total Hours:  Not to exceed 4,160
   July 1 – December 31, 2021 Contract Amount - $40,476.80 (Cost Per Hour: $38.92)
   January 1 – December 31, 2022 Contract Amount – $82,576.00 (Cost Per Hour: $39.70)
   January 1 – June 30, 2023 Contract Amount - $42,109.60 (Cost Per Hour: $40.49)

B. Invoice payments shall be made net 30 days from the date the invoice is submitted to the Executive Director of the Human Relations Council for processing. In the rare occasion that invoices have not been paid within 30 days, the contractor will notify the MBAC Program Manager to request additional information.

C. Following execution of this Agreement by the City and the Contractor, the disbursement of the funds will be made on a reimbursement basis to the Contractor for expenditures incurred for the project, and in accordance with the scope of services in Exhibit A. Contractor shall submit all invoices and supporting records and documentation to the MBAC Program Manager. Invoices are due every Monday for the duration of the contract unless otherwise discussed with the MBAC Program Manager.

D. Contractor shall comply with the following requirements for the submission of requests for reimbursement and shall contain the following information:
   1. City contract number;
   2. Invoice number;
   3. Period covered;
   4. A printed copy of the MBD Assist report for the invoice period.
   5. Total amount requested;
   6. Agreement funding balance;
   7. Signature by Contractor.
   8. Signature of the MBAC Program Manager
5. MILEAGE REIMBURSEMENT

Per City policy, when travel is at least 30 miles each way from the traveler’s regular work location, such use of personal vehicle is reimbursable at the current State mileage rate based on an internet mapping site mileage from the traveler’s regular work location to the destination. Intra-city travel, after reaching the City of destination, is excluded from the per mile reimbursement unless the intra-city travel is for MBAC related business purposes.

6. HOLIDAY, VACATION AND SICK LEAVE

As an independent contractor, holiday, vacation and sick leave are not accrued or applicable to this contract.

###

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June 10, 2021

TO: Kenneth Couch, Director
    Human Resources

FROM: Erica Fields, Executive Director
      Human Relations Council

RE: Independent Contractor Status

I am submitting this independent contractor questionnaire to the Department of Human Resources for review to ensure that the agreement with David Lyttle does not violate any City of Dayton labor agreements or employment policies.

If in your determination it does not, please sign on the line below and return this document to me at the Human Relations Council.

If you have any questions or concerns, please contact me at x1407.

The Department of Human Resources has determined this agreement does not violate any City labor agreement or employment policies.

SIGNED: [Signature]
        Department of Human Resources

DATE: 6.10.21
DAVID LYTTLE CONTRACTOR STATUS QUESTIONNAIRE

Total Contract $165,162.40

1. How, if at all, has the work been performed in the past?
   Consultants have always performed this work.

2. Who is being asked to perform the work on this occasion? Why?
   Mr. Lyttle will perform this work because of his demonstrated expertise in the area of construction management. Mr. Lyttle will provide services to the plan room and MBAC clients.

3. What is the legal status of the person being asked to perform the work (i.e. sole proprietor, partnership, or corporation)?
   Sole proprietor

4. How was the person selected to perform the work (i.e., in response to a RFP, sealed bid, or other)?
   Via the State grant for MBAC

5. Does the person selected have any special expertise or professional credentials?
   Yes, please see attached resume

6. Does the person advertise?
   No

7. Does the person contract with others besides the City? If so, whom?
   No

8. Does the person have a separate business location/office? Where?
   Yes. 371 W. 2nd St., Dayton, OH 45402

9. Does the person have any employees?
   No.

10. Does the person have Workers’ Compensation Insurance? Liability insurance?
    No.

11. Where is the work to be performed?
    Work is performed throughout the region and at the MBAC office.

12. What, if any, materials, supplies, and equipment will be utilized in performing the work?
    Mr. Lyttle’s expertise
13. Who is responsible for providing the materials, supplies, and equipment utilized in performing the work?
   The Consultant is responsible for providing materials and supplies, however office space is available at the MBAC office when necessary to meet with clients.

14. What work is to be performed?
   Consultant will perform construction management consultation, training and technical assistance to applicable MBAC clients.

15. Who determines when the work is to be performed?
   The consultant and MBAC Program Coordinator based on the needs of the program.

16. Who determines how the work is to be performed?
   The work is determined by the needs of the clients. The Consultant assesses the business needs of the clients and delivers or ensures the delivery of appropriate technical assistance services to address those needs.

17. To whom does the person performing the work report?
   The Consultant reports to the MBAC Program Director.

18. How dependent, if at all, are City operations upon the work being completed?
   The position supports approximately 25% of the work outlined in the grant.

19. Is the person performing the work expecting to work any set hours? If so, who keeps track of the hours?
   Yes. The consultant is contracted for 40 hours per week @ $38.92 per hour. Consultant will set his own schedule. Additional hours may be required.

20. Does anyone from the City supervise the work?
   Outcomes are monitored by the MBAC Program Coordinator based on the MBAC grant proposal.

21. How long will the work be performed?
   From July 1, 2021 until June 30, 2023.

22. How often will the work be performed? Once? Weekly? Daily? As-needed?
   The work will be performed daily as needed.

23. How will the person performing the work be paid and at what rate?
   The consultant will submit a weekly invoice. The total number of hours contracted is 40 hrs @ $38.92.

24. How was the rate and method of payment arrived at?
   The rate of pay and method of payment are both determined by the grant.

25. What is the total dollar amount of the contract?
   $165,162.40

Note: As used in this questionnaire, work includes the delivery of a product and/or performance of a task or service.
August 12, 2021

TO: Finance

FROM: Joann Wright, Executive Secretary
       Human Relations Council

SUBJECT: MBAC Executed Grant

Attached is a copy of the above executed Grant Agreement for your files.

If you have any questions, please call me at x1400.
GRANT AGREEMENT

Grantee: City of Dayton for its Human Relations Council | Grant Control No.: MBDG22005

Project Site Address: 371 W. Second Street, Suite 100
City: Dayton | State: OH | Zip: 45402
Project: Minority Business Assistance Center | Project Region: Dayton Region
Effective Date: July 1, 2021 | End Date: June 30, 2023

Grantee Contact: Erica Fields | Title: Executive Director
Address: 371 W. Second Street, Suite 100 | State: Ohio | Zip: 45402
Phone Number: 937-333-1407 | FAX Number: 937-222-4589
Email Address: Erica.Fields@daytonohio.gov

Key Performance Measures
New Clients Counseled: 600 | MBE Certifications: 80 | EDGE Certifications: 80
Counseling Hours: 1000 | Jobs Created: 600 | Jobs Retained: 800
Capital Infusion: $2,000,000

This Grant Agreement (the “Agreement”) is made and entered into by and between the State of Ohio, Development Services Agency (“Grantor”) and Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake the management and operation of a Minority Business Assistance Center ("MBAC") to provide direct, quality business assistance and advocacy opportunities in support of Ohio's minority, socially and economically disadvantaged businesses (the "Project"). This Agreement incorporates by reference the "Scope of Work," which is attached to this Agreement as Exhibit I.

1. **Project Funding**

(a) State Grant. Grantor hereby grants to Grantee funds in the aggregate amount of $2,000,000 (the "Grant Funds") to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Cash Match Requirements. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in an amount equal to or greater than twenty-five (25) percent of the Grant Funds as set forth in the budget included in Grantee's Grant Application (as such budget may be amended from time to time, the "Budget"). Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. Grantee shall verify the matching investment requirements by completing and submitting the Certification of Cash Match Form, in the form prescribed by the Grantor from time to time.
(c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor’s funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee’s commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in the Key Performance Measures outlined on page 1 of this Agreement.

(d) **Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 15(e) of this Agreement.

2. **Pamant of Grant Funds.**

(a) **Disbursement of Funds.** The Grant Funds allocated to Grantee shall be payable on a quarterly reimbursement basis upon the Grantor's receipt and approval of proper invoices. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project description included in Exhibit 1. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee. Grantor shall be the sole judge of the adequacy of such documentation; Grantor shall not unreasonably withhold approval of such invoices and shall provide Grantee with reasonable notice and opportunity to cure any defects in the invoices.

(b) **Reconciliation and Quarterly Payments.** Subject to the provisions of subsection (c) below, Grantor shall disburse the Grant Funds, by method as established in subsection (a), on a quarterly basis. As part of Grantee’s Quarterly Financial Report required under Section 8(b) and a condition to Grantor providing quarterly reimbursement payments to Grantee as scheduled, Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee during the previous quarter in accordance with the Project budget.

(c) **Final Grant Payment and Reconciliation.** Grantee shall submit its final Quarterly Financial Report no later than July 15, 2023, detailing expenditures that have been incurred by Grantee during the final quarter in accordance with the Project budget. Following Grantor’s review and approval of Grantee’s documented expenditures, Grantor shall make a final payment to Grantee, in an amount equal to the lesser of the balance of the Grant Funds not previously reimbursed to Grantee or the amount of expenditures for which Grantee has provided proper documentation for the preceding quarter.

3. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. If the Project does not become operational by the End Date (as such date may be extended as provided in Section 5(a)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after the End Date or abandonment has occurred.
4. **Accounting of Funds.** Grant Funds, any and all interest income earned therefrom and associated program income shall be posted and maintained in a separate account upon the books and records of the Grantee (the "Account"). The accounting systems used by the Grantee shall be maintained in accordance with generally accepted accounting principles; 2 CFR 200, part 200; and other applicable local, state and federal statutes, regulations, directives, and guidelines. Grantee shall utilize generally accepted accounting procedures, which it will use to assure proper fiscal and management practices to deposit and account for the Grant Funds. Grantee shall maintain separate accounting records for each of its local or state cash match income, program income, or in-kind, and any other fiscal matters relating to the budget. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow the Grantor to withhold payment allocation requests until such compliance is demonstrated.

5. **Agreement Deadlines and Term.**

(a) **Project Completion.** Grantee shall complete the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least sixty (60) days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date, unless it is terminated earlier as provided in Section 11 (collectively, the "Term"). Grantee acknowledges that the Term extends beyond the End Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

6. **Project Requirements.** In addition to the requirements set forth in the Scope of Work attached as Exhibit 1 and the requirements contained in Grantor's Request for Proposals dated April 27, 2021, Grantee shall:

(a) Cooperate with other state-supported outreach assistance programs in the establishment of a comprehensive minority business assistance delivery system.

(b) Require the MBAC Director to work a minimum of five hundred (500) hours per fiscal quarter.

(c) Ensure that all MBAC staff, including MBAC counselors, whether paid or volunteer, do not (1) solicit or accept compensation for any services to clients assigned to them while operating under the terms of this Agreement, (2) recommend the purchase of goods or services from sources in which the counselor has an interest or which the counselor represents, or (3) request or accept fees or commissions from third parties who have supplied goods or services to a client upon a counselor's recommendation.

(d) Satisfactorily comply with all deliverables outlined in Exhibit 1 and the deliverables, requirements and procedures contained in Grantor's Minority Business Assistance Centers Compliance Manual (the "Compliance Manual"), as such manual is updated from time to time. In the event of a conflict between a provision in the Compliance Manual and this Agreement, this Agreement shall control.

(e) Provide business information and counseling services to clients utilizing local, state and federal resources. Counseling assistance shall be provided at no cost to MBAC clients. Separate files shall be maintained for each counseling case, and all client files shall contain the name, address and phone number of the client.

(f) Determine the maximum amount of hourly assistance provided to any client of the MBAC. Notwithstanding the forgoing, prior written approval of the Grantor is required if the amount of assistance
to any one client during the term of this Agreement exceeds fifty (50) hours.

(g) Be permitted to hire a consultant to assist a client if Grantee is unable to do so. Notwithstanding the foregoing, prior written approval of the Grantor is required if the amount of a sub-contract exceeds $10,000. If a consultant is hired, Grantee shall make copies of all sub-contract agreements relating to client counseling available to Grantor.

(h) Make available for general distribution to the public a promotional brochure, pre-approved by Grantor, describing the services provided by Grantee under the terms of this Agreement. All promotional materials must include the MBAC logo. Grantee shall provide Grantor with a supply of brochures and include Grantor on its general mailing list. Any publication resulting from the use of Grant funds, including brochures, fact sheets, and similar publications, whether copyrighted or not, shall include the disclaimers set forth in the Compliance Manual.

7. **Non-Discrimination.**

(a) **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee’s job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

(b) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

8. **Reporting.** As a condition of receiving the Grant Funds, Grantee shall be required to submit certain reports to Grantor.

(a) **Weekly Reports.** Grantee shall use Salesforce (the “Reporting System”) to document counseling and training activities related to the MBAC (including the use of sub-contracts for consultants). The Reporting System shall be updated each Monday, documenting all client/customer activities for the preceding week, including, but not limited to, counseling, loan activity, workshops, walk-ins, general information requests, and success stories.

(b) **Quarterly Financial Reports.** Grantee shall provide Grantor a Quarterly Financial Report for each fiscal quarter during the Term of the Agreement. The report is to be submitted no later than the 15th day of the month following the end of each fiscal quarter (e.g., April 15th, July 15th, October 15th, and January 15th). Such report requires a signed acknowledgement by the MBAC director, as established in subsection (f) of this section.

(c) **Quarterly Programmatic Reports.** Grantee shall provide a Quarterly Programmatic Report to the Grantor for each fiscal quarter during the Term of the Agreement showing Grantee’s progress towards meeting the Key Performance Measures set forth on page 1 of this Agreement. The report is to be submitted no later than the 15th day of the month following the end of each quarter (e.g., April 15th, July 15th, October 15th, and January 15th). The report shall detail the activity of the Grantee for the quarter that is being reported, as well as provide any additional information requested by Grantor. The Quarterly Programmatic Report shall be submitted on a form provided by Grantor, as updated from time to time, and is due on or
before the submission of the Quarterly Financial Reports.

(d) Annual Report. A year-end narrative summary of activities and economic indicators (statistical data) shall be submitted to Grantor (i) within thirty (30) days following the end of Grantor’s Fiscal Year 2020 (June 30, 2020), and (ii) within thirty (30) days following the End Date of this Agreement. Each annual report is to include a final fiscal year-end reconciliation for the Grant Funds distributed under this Agreement as well as all matching funds expended in the performance of this Agreement.

(e) Audit. On or before March 31st of each calendar year, Grantee shall forward to Grantor an annual audit by an independent auditor of the financial records of Grantee for the preceding calendar year. The annual audit must include documentation of the cash match requirement related to Grant Funds.

(f) Approval and Costs. The MBAC Director shall submit each report required under this Section 8 to Grantor with a signed acknowledgement by the MBAC Director and, if the MBAC is not an authorized signatory of Grantee, a duly authorized representative of Grantee that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement, including the audit requirements contained in Section 8(e), shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(g) Remedy. Performance reports are essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any required report and such breach continues uncured for more than thirty (30) days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to $500 for each month or part of a month such report is past due.

(h) Notification Requirements. Grantee shall notify Grantor, as promptly as practicable, (i) upon the occurrence of a material communication affecting the Grantee in a materially adverse manner, and Grantee will promptly respond fully to any inquiry of Grantor made with respect thereto, or (ii) upon any other adverse report in the public domain related to Grantee.


(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee’s performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours’ prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project Site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 9(b) from Grantee’s other records of operation.

(c) On-Site Reviews. Throughout the Term of this Agreement, Grantor will schedule a minimum of two on-site reviews and follow-up visits as deemed necessary. The purpose of the on-site review process is to review all aspects of a MBAC operation, to ensure compliance with state and federal guidelines, and to identify areas for improvement. The dates for the reviews will be agreed-upon by the parties in advance.
of the review. It is the Grantee’s responsibility to ensure that all administrative, financial, counseling and training records are available for Grantor’s review.

(d) Evaluation and Assessment. Grantee shall maintain a system to evaluate the effectiveness of client counseling and client satisfaction with MBAC services by providing each client a survey after all significant client counseling contact points. Grantee shall also institute such systems as necessary to assess minority business needs in Grantee’s service delivery area. Grantee shall provide Grantor a copy of the assessment tool not later than September 30, 2021.

10. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee’s obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers’ compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(1) and (3), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio,
any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

(f) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee’s non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

11. Default and Remedies.

(e) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “Default Notice”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Section 8 of this Agreement, demand liquidated damages as provided in Section 8(g). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits Grantee’s inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 11.

(d) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(e) Effects of Termination. Within sixty (60) days after termination of this Agreement following any
default, Grantee shall provide Grantor with a final report setting forth the programmatic information required by Grantor, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 8 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(f) **Grantor’s Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys’ fees, in connection with the enforcement of this Agreement.

12. **Indemnification.** Grantee shall indemnify and hold harmless Grantor, the State of Ohio and their officials, employees and agents from any and all liability, loss, claim, damage, cost and expense arising from or related to this Agreement, including, without limitation, any failure of any representation or warranty of Grantee to be correct in all respects and any performance or non-performance by Grantee, its directors, officers, employees, agents or affiliates of any obligations or activities under this Agreement or in furtherance of the Project. Grantee shall bear all costs associated with the defense of Grantor, the State of Ohio and their officials, employees and agents against any claim for which Grantee may be liable under this Section 12.

13. **Certification of Funds.** None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

14. **Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Ohio Development Services Agency
77 South High Street, 28th Floor
Columbus, Ohio 43215
ATTN: Chief, Minority Business Development Division
FAX No.: (614) 466-4172

If to Grantee:
To the Grantee Contact and address as set forth on page one of this Agreement.

With copy to Chief Legal Counsel, Ohio Development Services Agency.

15. **Miscellaneous.**

(a) **Governin. Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
(c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) **Amendments.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) **Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the “Expense Rule”) and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

(m) **Countersignatures.** Electronic signatures. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.
Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

[GRANTEE]

By: Shelley Dickstein
Printed Name: Shelley Dickstein
Title: City Manager
Date: 8-16-21

Grantor:

State of Ohio
Development Services Agency

Lydia L. Mihalik, Director
Ohio Development Services Agency

E-SIGNED by Matthew McClellan
on 2021-08-12 10:16:34 EST

Printed Name: Matthew McClellan
Title: Assistant Director
Date: 2021-08-12 10:16:34 UTC

APPROVED AS TO FORM AND CORRECTNESS

[Signature]

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

July 21, 2021

[Signature]

CLerk OF THE COMMISSION
Exhibit I
(Scope of Work)

The Ohio Development Services Agency ("Grantor"), through its Minority Business Development Division, will provide grant funds of $XXX,XXX during fiscal years 2022-2023 to operate the [CENTER NAME] (the "MBAC") hosted by [GRANTEE] (the "Grantee"). The overall objective of the MBAC is to act as a liaison between all public and private local, state and federal small and minority business resources by performing the activities set forth below in accordance with the general goals and objectives of the Minority Business Development Division. The Grantee has provided the Grantor with a work plan outlining in detail the type and delivery mechanisms of services offered and the performance measures to be followed. A summary of the work plan follows.

The Work Plan:

- Increase the use of the Minority Business Development Division's technical assistance and procurement programs that assist minority, disadvantaged and small businesses in its service area to grow and expand which in turn will help to create, retain and expand job opportunities;

- Review applications and supporting documentation, conduct on-site visits as may be required for MBE/EDGE certification applications and make recommendations to the Department of Administrative Services, Statewide EEO Coordinator. NOTE: ORC 123.151 specifically authorizes the EEO Coordinator to approve the application of any Minority Business Enterprise that complies with the rules adopted under the Department of Administrative Services, Equal Opportunity Division. That authority will not/cannot transfer to the MBAC. Consistent with its role in the Ohio Development Services Agency network of service providers, the MBAC will assist MBE/EDGE applicants in understanding the program(s) requirements and compiling the required supporting documentation. After a review of the supporting documentation, the MBAC will forward the information to the EEO Coordinator. The EEO Coordinator will approve, reject or request additional information pursuant to the ORC;

- Develop relationships with regional and local workforce investment boards to develop and target entrepreneurial and workforce training initiatives to minority and small business owners;

- Develop and implement programming to encourage the growth and success of innovative minority and small businesses by meeting and exceeding Key Performance Measures (KPM) in the areas of counseling, training, certification and contract awards; and

- Provide timely and accurate reports in the approved reporting management system to ensure all activity is being counted and expected results are being achieved.

The MBAC Grantee will also perform work in three basic areas - market development, client services and operational quality. These elements are designed to increase the exposure and visibility of minority and small business enterprises. MBAC efforts in these areas should produce quantifiable results.

Market Development: This basic MBAC function is designed to facilitate the identification of potential/existing minority business owners, methods to solicit potential MBAC clients, and to identify, develop and leverage public and private sector resources and business opportunities for the center's clients. A core function of the MBAC is to promote individual minority business owners to the public and private sectors to build market awareness of the capability, talent and capacity of its clients.
**Client Services:** Provide direct client assistance to minority and socially and economically disadvantaged business owners on the basis of individualized client assessment. Under the client services function, the MBAC director and counseling staff provide detailed business counseling services to minority firms and individuals that have agreed in writing to becoming MBAC clients. Clients shall be assisted primarily through one-on-one business consulting, strategic team consulting, and training workshops lead by MBAC.

MBAC business counselors shall conduct a client assessment which provides each MBAC client with a fundamental business evaluation. This process is designed to standardize services across the MBAC network, maintain the quality of center operations and to facilitate the client referral process among the network. This requires an interview be conducted between the client and counselor. This assessment function is designed to provide:

- Background and contact information on the client;
- Client business analysis with respect to its core competency, organizational structure, market and industry placement, production of products/delivery of services, marketing plan, resources and financial viability;
- Analysis and benchmarking of client;
- Identification of immediate and long-term client needs and expectations;
- Development of an action plan;
- Strategic referrals;
- Identification of resources;
- Implementation of targeted plans of actions for increasing size, scale and capacity;
- Increased exposure and visibility of the MBAC program and MBEs; and
- Promote achievement of client outcomes.

**Operational Quality:**
The MBAC will maintain operational efficiency and the effectiveness of the overall operations as well as the quality of its client services throughout the duration of the grant period.
City Manager's Report

From: 6210 - Police Director
Supplier, Vendor, Company, Individual
Name: Dr. Mary J. Huber Ph.D., CRC
Address: 1348 Southlyn Drive
Dayton, Ohio 45409

Date: August 25, 2021
Expense Type: Service Agreement
Total Amount: $50,000.00 (thru 9/30/23)

Fund Source(s) | Fund Code(s) | Fund Amount(s)
--- | --- | ---
Special Revenue | 28262-6210-1159-71 | $50,000.00

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

Description:

Professional Services Agreement
Get Recovery Options Working Program (GROW)
Dr. Mary Huber

The Department of Police requests permission to enter into a Professional Services Agreement with Dr. Mary Huber. The Agreement will allow for the research, data collection, analysis and dissemination of program process, goals and achievements. For the “GROWing Dayton Strong” program, Dr. Huber and her research team will focus on above to fulfill the performance measurement and evaluation terms of the grant award.

The Agreement will commence upon execution and expire on September 30, 2023. This Agreement, funded from a Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP) grant from the U.S. Department of Justice, is contingent upon the continuation and receipt of funds under the grant. The Dayton City Commission accepted the grant in Resolution 6553-20 December 9, 2020.

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

This agreement is being funded by the 2020 COSSAP Grant.

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

Signatures/Approval

Approved by City Commission

F-SIGNED by Eric Henderson
on 2021-08-12 20:47:59 GMT

Department
City Manager
FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Orders

Contract Start Date

Original Commission Approval

Remaining Commission Approval

Expiration Date

$50,000.00

Required Documentation

X Initial City Manager’s Report

X Initial Certificate of Funds

X Initial Agreement/Contract

Original CT/CF

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

n/a

Amount: $50,000.00

Fund Code: 28262 - 6210 - 1159 - 71 - XXXX - XXXX

Fund Code: XXXX - XXXX - XXXX - XX - XXXX - XXXX

Amount: ________________

Fund Code: XX - XXXX - XXXX - XXXX

Fund Code: XXXX - XXXX - XXXX - XX - XXXX - XXXX

Attach additional pages for more FOAPALS

Vendor Name: Dr. Mary J. Huber Ph.D., CRC

Vendor Address: 1348 Southlyn Drive

Dayton

Ohio

45409

Street City State Zipcode + 4

Federal ID: 39-5745007

Commodity Code: 95221

Purpose: Reservation for funds to pay for outside counseling, consulting services to assist in the Get Recovery Options Working Program, part of the COSSAP grant

Contact Person: B. Gayto/S. Moyer x1045 8/12/2021 Police/Chief’s Office

E-SIGNED by Eric Heffernan on 2021-08-12 20:48:51 GMT

August 12, 2021

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: 8/17/2021

CF Prepared by: ____________________________ Date: 8/11/2021

CF/CT Number: CT21-3047

October 10, 2021
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of ____________, 2021 between the City of Dayton, Ohio (“City”) and Mary J. Huber, Ph.D., CRC (“Contractor”).

WITNESSETH THAT:

WHEREAS, the City of Dayton and the Miami Valley region has been negatively impacted by the opioid crisis; and

WHEREAS, the City and Contractor launched the “Getting Recovery Options Working” (GROW) program in 2016 to address the impact of the opioid epidemic; and

WHEREAS, the Dayton Fire and Police Departments and other community agencies and partners want to expand GROW into “GROWing Dayton Strong” program to extend work efforts throughout Montgomery County to combat substance use deaths; and

WHEREAS, the City Manager applied for a federal fiscal year (FY) 2020 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) grant to support the development, implementation and expansion of a comprehensive, evidence-based and trauma informed response to reduce overdose deaths; and

WHEREAS, on December 9, 2020, the Dayton City Commission approved and accepted the COSSAP grant award number 2020-AR-BX-0102 under Resolution No. 6553-20; and

WHEREAS, the City now desires to hire the Contractor to provide professional services to fulfill the performance measurement and evaluation terms of the grant award; and

WHEREAS, the Contractor agrees to provide services as outlined in the grant application and abide by all terms of the grant contract; now, therefore,

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Contractor shall furnish the professional services of Mary Huber, Ph.D., CRC who will provide subject matter expertise and guidance in support of the program for the following services that will be performed in a manner satisfactory to the City:

1. Provide assessment and research to identify performance measures,
2. Assist with tracking measures for the improvement of program implementation and fidelity,
3. Conduct process and outcome evaluations for the program,
4. Provide clinical supervision to the Program Manager supervising the certified peer supporters,
5. Provide the City with a final evaluative report of the expansion effort by identifying weaknesses, strengths and opportunities for improvement, and
6. Such other services related to the grant as the City may request.

Dr. Huber may not be replaced without the prior written permission of the City and, if necessary, the granting agency. The Contractor’s role and terms of providing service shall conform to the grant contract and application, which is attached and incorporated herein as “Exhibit A.”

ARTICLE II – FUNDING, FINANCIAL STANDARDS, AND AUDITING

Funding for this contract is contingent on receipt of funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (DOJ) grant no. 2020-AR-BX-0102.

A. Funding. The City shall reimburse the Contractor an amount not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00). Reimbursement requests will be detailed and invoiced for all services provided pursuant to this Agreement.

B. Invoices. The Contractor shall submit, not more frequently than monthly, an invoice for payment of services provided. Such invoices shall detail the professional services provided during the invoice period, list the total charges for such professional services, number of hours the Contractor’s personnel devoted to performance of such services and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. Invoices should include benefits paid by both the employee and employer, if applicable. All invoices shall be reviewed by appropriate City staff to verify that the Contractor rendered services during the invoice period. Upon verification of the invoice, the City will tender payment of all invoices within thirty (30) days from receipt of the invoice, unless disputed.

C. Financial Standards. The Contractor agrees to require the use of Generally Accepted Accounting Principles (GAAP) in recording and documenting all costs and expenditures relating to this Agreement. All costs and expenditures pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to the City and its designees. At any time during normal business hours and as often as the City may deem necessary, the Consultant shall make available to the City all of its records with respect to all matters covered under this Agreement, and will permit the City or designee to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data pertaining in whole or in part to matters covered by this Agreement.

D. Auditing. If the Consultant performs an independent audit of business and/or financial records, the Consultant shall require the company and/or auditor(s) to comply with all applicable Generally Accepted Auditing Standards that have been developed by the American Institute of Certified Public Accountants. If the Consultant performs an audit, the City shall receive a copy of such audit report.
ARTICLE III – TERM

This Agreement shall be effective upon execution and shall terminate on September 30, 2023 or earlier in accordance with the termination provision set forth in Article VI.

ARTICLE IV – INDEMNIFICATION AND INSURANCE

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

B. During the entire term of this Agreement and at the Contractor’s sole cost and expense, the Contractor shall maintain, with an insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best, the following insurance:

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

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

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

ARTICLE V – INDEPENDENT CONTRACTOR

The parties hereby agree that at all times, the Contractor shall be an independent contractor and not subject to the control by the City, except as provided herein. The Contractor shall not act or represent himself in such a manner as to assume or create any obligation on behalf of, or in the name of the City, without the prior written and express authority to do so by a duly authorized representative. Further, the Contractor shall be responsible for the withholding and payment of all local, state and federal taxes and Workers’ Compensation Insurance.
ARTICLE VI – TERMINATION

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

ARTICLE VII – GENERAL PROVISIONS

A. Amendment or Modification

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

B. Entire Agreement/Integration

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

C. Severability

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

D. Waiver

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

E. Non-Discrimination

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off termination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.
It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of the Agreement as fully and as if specifically rewritten herein and that failure of the Contractor to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement.

F. Meetings and Evaluation

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

G. Notice/Communication

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally or certified mail or first class U.S. mail, postage pre-paid.

To the Contractor:

Dr. Mary J. Huber, Ph.D., CRC
1348 Southlyn Drive
Dayton, Ohio 45409

To the City:

Chief Richard S. Biehl
City of Dayton, Ohio
Department of Police
335 West Third Street
Dayton, Ohio 45402

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

H. Assignment

The Contractor shall not assign any rights, duties, responsibilities or obligations under this Agreement without the prior written consent of the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge the Contractor from any obligation under this Agreement.
I. Confidentiality

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

J. Ownership of Documents and Work Product

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

The remainder of this page intentionally left blank.
K. Political Contributions

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

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

**CITY OF DAYTON, OHIO**

By: ___________________________
City Manager

**CONTRACTOR**

E-SIGNED by Dr. Mary Huber, Ph.D.  
on 2021-04-23 15:03:21 GMT  
By: ___________________________
Dr. Mary J. Huber, Ph.D.

**APPROVED AS TO FORM AND CORRECTNESS:**

E-SIGNED by John Musto  
on 2021-04-21 15:38:27 GMT  
City Attorney

E-SIGNED by Eric Henderson  
on 2021-08-11 23:06:55 GMT  
Acting Deputy Director & Assistant Chief of Police

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

______________________________, 2021

Min./Bk._______ Pg._________

______________________________
Clerk of the Commission
By...Ms. Whaley

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the U.S. Department of Justice, Office of Justice Programs for Eight Hundred Ninety-Nine Thousand Nine Hundred Sixty-Four Dollars and Zero Cents ($899,964.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The City of Dayton and the Miami Valley region has been negatively impacted by the opioid crisis; and

WHEREAS, The U.S. Department of Justice, Office of Justice Programs (OJP) solicited grant applications under the Comprehensive Opioid, Stimulant, and Site-based Program (COSSAP); 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 for the project titled “Dayton, Ohio – GROWing Dayton Strong,” and

WHEREAS, The City and its partners intend to develop, implement and expand a quick response model to mitigate incidence of overdoses and/or overdose deaths and address a substantial increase in opioids, stimulants and other illicit substance use; and

WHEREAS, OJP has awarded the City Grant Number 2020-AR-BX-0102 for Eight Hundred Ninety-Nine Thousand Nine Hundred Sixty-Four Dollars and Zero Cents ($899,964.00) subject to the City accepting all terms and conditions of a grant agreement; and

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

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

Section 1. The City Manager is authorized to accept the U.S. Department of Justice, Office of Justice Programs award under the Catalog for Domestic Assistance (CFDA) No. 16-838 in an amount not to exceed Eight Hundred Ninety-Nine Thousand Nine Hundred Sixty-Four Dollars and Zero Cents ($899,964.00) on behalf of the City of Dayton and is directed to execute any and all documents and agreements which are necessary to accept the grant award.
Section 2. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION .......... Dec. 9 .........., 2020

SIGNED BY THE MAYOR .................. December 9 .........., 2020

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of Commission

Approved as to Form:

[Signature]
City Attorney
City Manager’s Report

From 5560 - CS/Information Technology
Supplier, Vendor, Company, Individual
Name TeamDynamix Solutions LLC
Address 1600 Dublin Road, Suite 200
Columbus, Ohio 43215

Date August 25, 2021
Expense Type Service Agreement
Total Amount $97,622.60 (Thru 08/31/2024)

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-5560-1159-65 $97,622.60

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

Description
TEAMDYNAMIX SOLUTIONS LLC PROFESSIONAL SERVICES AGREEMENT

The Department of Information Technology requests permission to enter into a three (3) year term Service Agreement with TeamDynamix Solutions LLC to provide professional services in the configuration of their Software as a Service (SaaS) to deliver to the Department of Information Technology the following to better manage the City’s technology applications and services:

• Development and implementation of a services catalog
• Knowledge management
• Service & incident reporting
• Project, application portfolio & resource management

The pricing is based on NCPA (National Cooperative Purchasing Alliance) Contract #01-121. The three (3) term Service Agreement:

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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>Upon execution through 8/31/2022</td>
<td>$67,775.00</td>
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<td>Year 2</td>
<td>9/1/2022 – 8/31/2023</td>
<td>$14,703.25</td>
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<td>Year 3</td>
<td>9/1/2023 – 8/31/2024</td>
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<tr>
<td>Total</td>
<td></td>
<td>$97,622.60</td>
</tr>
</tbody>
</table>

The Agreement shall commence upon execution through August 31, 2024.

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

A Certificate of Funds for $67,775.00 is attached.

Signatures/Approval

Approved by City Commission

Division
Jon Rike 08/19/2021

Department
C: Certification

City Manager
FORM NO. MS-16

Clerk
Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<tr>
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</tr>
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<td>Renewal Contract</td>
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<tr>
<td>Change Order</td>
<td></td>
<td></td>
<td>Fund Code: XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

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

Attach additional pages for more FOAPALs

Vendor Name: TeamDynamix Solutions LLC
Vendor Address: 1600 Dublin Road, Suite 200 Columbus, Ohio 43215
Federal ID: 311804205
Commodity Code: 92045
Purpose: Professional Services Agreement to configure their Software as a Service to deliver to the Department

Information Technology applications and services to better manage the following: Service Catalog, Knowledge Management,
Service Management, Incident Management, Project Management, Portfolio Management and Resource Management through
August 31, 2024.

Contact Person: Desa Foster, Manager (ext. 6349) Information Technology 13-Aug-21
Originating Department Director’s Signature: E-SIGNED by Jon Rike on 2021-08-13 17:22:18 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: 9/14/2021
CF Prepared by: [Signature] Date: 8/11/2021
CF/CT Number: C724-3045

October 18, 2011
August 13, 2021

TO: Shelley Dickstein, City Manager
    Office of the City Manager

FROM: Dave Johnson, IT Systems Supervisor
       Department of Information Technology

SUBJECT: Professional Services Agreement with TeamDynamix Solutions LLC

The Department of Information Technology requests authorization to enter into the attached three (3) year agreement with TeamDynamix Solutions LLC. The company will provide professional services in the configuration of their Software as a Service (SaaS) to deliver the following to better manage the City’s technology applications and services:

• Development and implementation of a services catalog
• Knowledge management
• Service & incident reporting
• Project, application portfolio & resource management

The total amount of the agreement is $97,622.60. In addition, attached are the corresponding and required City Manager’s Report (CMR) and Certificate of Funds (CF).

Please feel free to contact me directly at ext. 6323, if you have any questions or concerns.

APPROVED:

E-SIGNED by Jon Rike
on 2021-08-13 17:22:56 GMT

Jon Rike, CIO\Director of Information Technology

Attachments
C: file
PROFESSIONAL SERVICES AND END USER LICENSE AGREEMENT

For
SOFTWARE

THIS PROFESSIONAL SERVICES AND END USER LICENSE AGREEMENT ("Agreement") is made and entered into on this _____ day of ________, 2021, between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and TeamDynamix Solutions LLC. ("TeamDynamix Solutions" or "Licensor"), a Delaware limited liability company with its principal office at 1600 Dublin Rd #200, Columbus, OH 43215.

WITNESSETH THAT:

WHEREAS, The City identified a need for specific software and corresponding professional services; and

WHEREAS, The Licensor licenses its business intelligence software and provides ancillary services related to its software.

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

SECTION 1. SCOPE OF SERVICES

Licensor agrees to provide the professional services identified in the written statement of work attached hereto as Exhibit “D” Statement of Work (the “Professional Services”), which shall be executed by the Parties, and shall form a part of and be incorporated into this Agreement.

The Licensor shall provide the software license set forth in Exhibit “A”, titled "SOFTWARE LICENSE”, which is attached hereto and incorporated herein by reference. Exhibit A defines the scope of the license granted hereunder in Licensor’s software (the “Software”) and the term of such license (the “Subscription Period” as defined on Exhibit A).

The Software is licensed to the City pursuant to the terms and conditions of the End User License Agreement attached hereto as Exhibit “C” (the “License Agreement”). The License Agreement is incorporated herein as if fully set forth herein. For the avoidance of doubt, the Software is licensed and not sold to City. Licensor retains all right and title in and to the Software. To the extent of any inconsistency between the License Agreement and this Agreement, this Agreement shall prevail.

SECTION 2. BACKGROUND CHECK

Licensor’s personnel assigned to perform services specifically for the City under this Agreement may be subject to criminal history background check(s) (including but not restricted to fingerprinting and identify verification).
SECTION 3. COMPENSATION

A. PROFESSIONAL SERVICES AND LICENSE FEES

Unless this Agreement is amended to increase license counts or additional products and services are added to this Agreement, total remuneration in this Agreement shall not exceed NINETY-SEVEN THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS AND SIXTY CENTS ($97,622.60), inclusive of expenses, for the licenses to the Software granted by the Licensor in accordance with this Agreement and related professional services. These fees include the licenses and the professional services, support services and training as outlined in Exhibit “B” and travel expenses not to exceed $2,000.00, but exclusive of taxes.

B. BILLING FREQUENCY

Licensor shall submit an invoice as outlined in Exhibit “B”, titled “COMPENSATION” upon execution of this Agreement. Unless disputed, the City shall tender payment within thirty (30) days of receipt of the Licensor’s invoice. In the event the City disputes an invoiced amount in good faith, the City shall notify Licensor of such dispute, providing sufficient detail of the basis of the dispute within thirty (30) days of date of invoice and the parties shall work together promptly and in good faith to resolve such dispute. The City shall not be obligated to pay any amount so disputed in good faith until such dispute is resolved.

SECTION 4. TERM

This Agreement shall commence upon execution by the City and it shall terminate upon the expiration of the final Subscription Period thirty-six (36) months from the agreed upon license anniversary date as defined on Exhibit “C”.

SECTION 5. CITY’S RESPONSIBILITIES

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

Licensor shall be able to rely on the accuracy and completeness of all information provided by the City, without independent audit or verification thereof (except where any verification is specifically part of the scope of services to be provided).

SECTION 6. STANDARD OF CARE

While performing the Professional Services, Licensor shall exercise the same degree of care, skill, and diligence in the performance of services under this Agreement as is ordinarily possessed and exercised by a professional under similar circumstances. Licensor shall have no liability for defects in such services attributable to Licensor’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.

SECTION 7. CONFIDENTIALITY
All information provided to and/or gathered by Licensor from the City during the term of this Agreement shall be deemed "confidential" information to the extent that it is classified as "private" under the laws of the State of Ohio or is not independently available to the general public. To the extent permitted by law, Licensor agrees that it shall not disclose such information to any third party without the City's written consent, except Licensor's hosted services provider for the provisioning of the Software. Licensor shall also take all reasonable steps to protect against the disclosure of the City's confidential information.

Nothing in this Section shall prohibit or limit Licensor's disclosure of confidential information when such disclosure is required by an order of a Court or under state or federal law, or when such disclosure is authorized in writing by the City.

SECTION 8. INDEMNIFICATION AND LIABILITY

Licensor shall indemnify and defend the City and its elected officials, officers, employees and agents (collectively, "Indemnitees") from and against all third-party claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the (a) gross negligence or willful misconduct or fraud of Licensor and its agents, employees, consultants, sub-consultants and representatives in undertaking and performing its obligations under this Agreement with respect to the provisioning of Software; and (b) negligence of Licensor and its agents, employees, consultants, sub-consultants and representatives in undertaking and performing its obligations under this Agreement with respect to the performance of professional services related to the implementation services; however, no indemnification will be required for any claims, losses, damages or expenses resulting from any negligence or willful misconduct of the City or any of the other Indemnitees. This Article shall survive early termination or expiration of this Agreement.

Notwithstanding the terms of any other provisions, (I) the total liability of Licensor and its subsidiaries, officers, employees, and agents for all claims of any kind arising out of Licensor's services, whether in contract, tort, or otherwise, shall be limited to the total fees paid to Licensor under this agreement; and (II) neither party shall in any event be liable for any indirect, consequential, or punitive damages, even if it has been advised of the possibility of such damages.

SECTION 9. INSURANCE

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

1. General Liability Insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
2. Automobile Liability Insurance, having a combined single limit of $1,000,000 for each accident.
3. Employers’ Liability Insurance, having a limit of $500,000 for each occurrence.
4. Licensor shall maintain errors and omissions insurance in the amount of $1,000,000.
Current certificates of insurance for all policies and concurrent policies required to be maintained by Licensor pursuant to this Article shall be furnished to the City upon reasonable request. All such insurance policies, excluding Errors and Omissions Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. Licensor shall endeavor to provide a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage below the amounts required hereunder.

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

**SECTION 10. TERMINATION**

This Agreement may be immediately terminated by the City upon written notice in the event of substantial failure by Licensor to perform in accordance with the terms of this Agreement. Licensor shall have thirty (30) calendar days from the date of the termination notice to cure or submit a plan for cure acceptable to the City.

Any such termination shall not relieve Licensor of any liability to the City for damages sustained by virtue of any breach by Licensor, provided, however, that TeamDynamix shall not be liable for any cover damages for City’s purchase of a substitute service. The City will be under no further monetary obligation or commitment to Licensor.

**SECTION 11. GENERAL PROVISIONS**

**A. DELAY IN PERFORMANCE**

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

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

**B. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.
Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio. In the event of a conflict between this Agreement and any attachment or document incorporated into this Agreement, this Agreement shall control.

C. COMMUNICATIONS

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

**City:**
City of Dayton, Ohio  
101 West Third Street  
Dayton, Ohio 45402  
Attn: Jon Rike, CIO/Director Department of Information Technology

**Licensor:**
TeamDynamix Solutions LLC  
1600 N. Dublin Road  
Columbus, Ohio 43215  
Attn: Chief Executive Officer

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

D. EQUAL EMPLOYMENT OPPORTUNITY

Licensor 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 and may bar Licensor from receiving future City contracts.

E. WAIVER

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

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement. Any void, unenforceable, invalid or illegal provisions shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONSULTANT

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

SECTION 12. TECHNOLOGY PROVISIONS

A. DATA OWNERSHIP, ACCESS, AND GOVERNANCE

All data stored or generated is solely owned by the City of Dayton and upon termination of services will be returned to the City in an agreed upon electronic format with a corresponding data dictionary including field name, position location or delimiter and descriptions.

The selling or use of City data or data generated by the services provided is strictly prohibited unless expressly otherwise stated and enumerated within this agreement.

Access to all City data and secure facilities must be limited to approved and authorize staff only.

The provided service, system and/or application must have the capability to extract data in a timely manner in order to respond to all public information requests.

For City Data Governance purposes, the provided service, system and/or application must have the capability to electronically export /exchange data identified as transactional and/or operational pertinent in an agreed upon format at a frequency of no less than monthly. The vendor is required to work with the City in identifying the data that is considered transactional and/or operational pertinent.

It is required that all products and services provided including data processing, storage, and retrieval of any data must comply with and be Governed by the applicable laws and provisions of the United States of America.

B. CITY INFORMATION TECHNICAL POLICIES

Licensor must adhere to all City of Dayton information and technical policies and procedures that are provided to Licensor in writing, in advance of performance. It is the vendor’s responsibility to obtain an acceptable understanding and comprehension of the technical policies and procedures in
order to perform at the level of service required.

Licensor will perform all the necessary system and data backups along with disaster recovery procedures necessary to maintain the agreed upon service levels and data retention requirements.

C. SECURITY BREACHES

All security breaches that expose data identified as private or sensitive must be reported within 48 hours of the incident along with steps to fully resolve and limit any issues directly or indirectly resulting from the breach incident(s).

Licensor will be responsible for full restoration, recovery and repair of any damages attributable to any security breaches of their product or services provided. In addition, vendors must maintain insurance in an amount deemed sufficient by the City of Dayton for full restoration and repair of any damages attributable to any such security breach(s).

D. NETWORK AND ACCESS SOFTWARE REQUIREMENTS

Geographical locations of services and corresponding network hardware that either stores or transmits City data must be provided and approved by the City of Dayton.

Industry standard Intrusion detection software and safeguards against cyber-attacks must be implemented and approved by the City such as but not limited to event activity monitoring and re-captcha software solutions that deter and/or detect automated distributed denial of service (DDOS) and hacking attempts.

All City data in transit and at rest must be encrypted and server certificates must be utilized and issued from a trusted third-party Certificate authority.

Network access or the exchange of data through unsecure protocols such as but not limited to FTP, telnet or SNMPv2 is prohibited.

The application and/or service must be operable with the common internet web browsers that are currently maintained and supported by the City. Please note the City reserves the right to stipulate the required internet browser.

Unauthorized scanning of the City’s network is strictly prohibited unless otherwise expressly stated and enumerated within this agreement.

Any remote access services and or programs used in conjunction with the development, training and/or support of the product or services must be approved by the City prior to their use.

Any standard software including operating systems utilized must be at or above the current versions installed and supported by the City.

If applicable, the application and services must be able to function and be accessible within a
Microsoft Active Directory multiple Domain environment and/or be able to use Active Directory authentication and/or Azure Active Directory authentication, unless expressly otherwise stated and enumerated within this agreement.

[signature page follows]
IN WITNESS WHEREOF, the City and Licensor, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

City Manager

TEAMDYNAMIX SOLUTIONS LLC

By: [Signature]
Print: Ken Benvenuto
Its: CEO

APPROVED AS TO FORM AND CORRECTNESS:

7/1/2021

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 Commission
EXHIBIT A
SOFTWARE LICENSE(S)

TeamDynamix

License Descriptions: Access to the TeamDynamix solution is determined by the Sites to which the user is assigned; the Applications within these Sites that the user has been granted; and the individual application permissions which allow specific functions.

<table>
<thead>
<tr>
<th>License Type</th>
<th>Description</th>
<th>Sites</th>
</tr>
</thead>
<tbody>
<tr>
<td>Universal License</td>
<td>Designed to allow flexibility when granting a specific quantity if users access to the TeamDynamix application. Roles can be set up with security provisions for different types of uses and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. The Universal License does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) the Asset Discovery license, or (c) the IT Process Automation License. A Universal License can be applied to any type of individual that requires access to TeamDynamix. For example, an Executive-level user that needs access to reporting and project governance. Or, a service desk Technician that must manage every aspect of the ticketing life cycle.</td>
<td>Client Portal, TDNext and TDAadmin</td>
</tr>
<tr>
<td>Client</td>
<td>This license is designed for users who only need the ability to access the Client Portal and its applications (e.g. Service Catalog, Knowledge Base). Client Portal users can also view relevant project information, such as plans, issues, and risks</td>
<td>Client Portal</td>
</tr>
<tr>
<td>Vanity URL</td>
<td>This license allows for a custom or client-specific URL residing within its own domain. By default, the URL to the TeamDynamix solutions falls within teamdynamix.com (e.g. clientname.teamdynamix.com) but can be modified with a Vanity URL license (e.g. servicedesk.clientdomain.edu)</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

Invoices and Fees. All license account and services fees included in this Agreement will be billed annually on one invoice based on the pricing set for the in Exhibit B. The first payment of $14,275.00 will be invoiced upon execution of this Agreement and will be due net 30. The second payment of $14,703.25 will be invoiced on the 12 month anniversary of the date of this Agreement and will be due net 30. The third payment of $15,144.35 will be invoiced on the 24 month anniversary of the date of this Agreement and will be due net 30. If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this Section:

a. Additional License Fees. Any additional services or additional user licenses and set-up fees will be billed at the beginning of the calendar month following the month in which services were provided and will be due net 30. Additional licenses, during the contract period, can be purchased at the cost identified in Table 1.2 below and purchased pursuant to a purchase order in form reasonably acceptable to TeamDynamix:

SaaS Licensing*  

<table>
<thead>
<tr>
<th>Add-On License Fees Per License</th>
<th>Year 1 Rate</th>
<th>Year 2 Rate</th>
<th>Year 3 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Universal User</td>
<td>$ 365.00</td>
<td>$ 375.95</td>
<td>$ 387.23</td>
</tr>
</tbody>
</table>

b. Proration of Add-On Licenses. If additional licenses are purchased by Client pursuant to a purchase order, Client will be invoiced for the prorated (on a 365 day basis) amount due for such purchases in accordance with Section 1(a).

c. License Amount. In the event that additional licenses are purchased by Client pursuant to a purchase order, the Table 1.1 will be deemed to be updated to include the additional purchased licenses. The amount of licenses purchased by the Client and set forth on Exhibit B shall not be reduced unless the Agreement is amended by the mutual written agreement of the parties hereto.

B-1
EXHIBIT B
COMPENSATION

1. The total "Not-To-Exceed" fees for the professional services as outlined in Exhibit “D”, titled "SCOPE OF SERVICES" and for the Software License(s) granted as outlined in Exhibit “A”, titled "SOFTWARE LICENSE(S)" to this Agreement, for the first Subscription Period is $65,775.00. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including direct expenses. This amount does not include reimbursable travel costs.

2. Professional Services

TeamDynamix

**ALL PRICING BASED ON NCPA CONTRACT NUMBER: 01-121**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services - Implement TeamDynamix</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Business Process Consulting</td>
<td>$31,500.00</td>
</tr>
<tr>
<td><strong>Total NCPA Professional Services Pricing</strong></td>
<td><strong>$51,500.00</strong></td>
</tr>
</tbody>
</table>

1. One fourth (25%) of total professional services fees following the phase 1 scoping exercise or six (6) weeks after the contract execution date, whichever comes first.

2. One fourth (25%) of total professional services fees following the phase 1 configuration exercise or twelve (12) weeks after the contract execution date, whichever comes first.

3. One fourth (25%) of total professional services fees following the phase 2 scoping exercise or eighteen (18) weeks after the contract execution date, whichever comes first.

4. One fourth (25%) of total professional services fees following the phase 2 configuration exercise or twenty-four (24) weeks after the contract execution date, whichever comes first.

TeamDynamix

License Payments and Pricing
*36 month - Pricing Breakdown

<table>
<thead>
<tr>
<th>License Pricing - 36 month agreement</th>
<th>Count</th>
<th>Unit Price</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Universal User per license</td>
<td>35</td>
<td>$365</td>
<td>$12,775.00</td>
<td>$13,158.25</td>
<td>$13,553.00</td>
</tr>
<tr>
<td>Vanity URL</td>
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<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$1,545.00</td>
<td>$1,591.35</td>
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<tr>
<td><strong>Licensing Totals:</strong></td>
<td></td>
<td></td>
<td>$14,275.00</td>
<td>$14,703.25</td>
<td>$15,144.35</td>
</tr>
</tbody>
</table>

**NCPA pricing is based on the Software and SaaS Solutions RFP#39-20 agreement #01-121 executed on 12/8/2020.**

B-1
Exhibit C
End User License Agreement

TeamDynamix

LICENSE AGREEMENT

Client: City of Dayton, OH
Contract Number: CODP00001
Term: 36 months
Contract Term Start Date: ____________
Contract Term End Date: ____________

1. Agreement. The terms and conditions of this End User License Agreement (the "Agreement") shall incorporate those terms and conditions set forth in the exhibits to this Agreement (the "Exhibits"). All Exhibits and statements of work attached and executed for products and services, or executed in the future for products and services, shall be incorporated into this Agreement by reference, unless specifically stated otherwise in writing. In the event of a conflict between the applicable Exhibit and this Agreement, the Agreement shall control.

2. License. Subject to the terms and conditions set forth in this Agreement, TeamDynamix hereby grants to Client a non-exclusive, non-transferable, revocable, non-sublicensable license to access and use the licensed TeamDynamix software identified as licensed on Exhibit A ("Applications") during the Term, in object code form only, solely for Client's internal business operations. Client acknowledges and agrees that access to the Applications is licensed and not sold. In the event that TeamDynamix merges with, acquires, or is acquired by, a company offering similar products and services to the Applications, such applications ("Excluded Applications") shall not become part of TeamDynamix's offering of Applications for the price set forth in Table 1.1 of Exhibit A. Client and/or its affiliates shall be required to separately order such Excluded Applications from TeamDynamix or its successor.

3. Site Connectivity; Access. Client is solely responsible for providing all telecommunications, computer, and other equipment necessary for accessing the Applications, as well as any third-party access charges. TeamDynamix retains the right, at its sole discretion and without prior notice or liability, to restrict or terminate access to the Applications by Client and/or particular authorized users of Client (each, a "User") if (a) Client and/or its Users materially breach the terms of this Agreement or, through use of the Applications, violates any applicable federal, state, local or international laws or regulations, or the rights of any third party, including other TeamDynamix clients; or (b) this Agreement expires or is terminated.

4. Term; Renewal/Extension. The term of this Agreement shall commence on the Contract Term Start Date set forth above (the "Start Date") and shall continue for a period of 36 months after the Start Date (the "Term"), unless earlier terminated pursuant to this Agreement or extended by the renewal provisions of this Section 4. To avoid an interruption of the Services provided, unless Client or TeamDynamix has given notice to the other Party of its desire not to renew under the terms of this Agreement at least sixty (60) days prior to the end of the then-current Term, this Agreement will extend for twelve (12) months at the then current year's twelve (12) months published price rate and the Term will be deemed to be extended for an additional 12 months (an "Extension Term"). TeamDynamix shall provide notice of Client's renewal options no less than ninety (90) days prior to the end of the then-current Term. During the Extension Term, Client and TeamDynamix can mutually agree to enter into a renewal for a longer-term agreement that can replace the Extension Term (a "Renewal Term"). Any such Extension Term or Renewal Term will be invoiced at the end of the then-current term. Any such Extension Term or Renewal Term shall be referred to as the "Term" herein.

5. Payment and Fees. Payment and usage fees for the licensed Applications provided hereunder are set forth on Exhibit A and Exhibit B hereto. Payment for Professional Services (as defined herein) shall be set forth in the applicable statement of work.

a. Failure to Pay. In addition to any other rights of TeamDynamix, if Client is delinquent in payment of amounts for the services owed hereunder or under an Exhibit, TeamDynamix may give notice to Client of such delinquency and, in such case, Client shall have thirty (30) days from the date of TeamDynamix's written notice to cure such delinquency. If Client fails to cure the delinquency during such fifteen-day notice period, TeamDynamix may, in addition to its other rights and remedies provided hereunder or at law, terminate or suspend Client's access to the Applications or discontinue performance of any other services.

b. Taxes. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments. Client agrees to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including, sales, use, excise or value added taxes, and all other similar charges (collectively, "Taxes") which are imposed on transactions under this Agreement by or
Exhibit C

End User License Agreement

under the authority of any government body, excluding Taxes based solely upon TeamDynamix’s net income. Client shall make all payments required without deduction of any Taxes, except as required by law, in which case the amount payable shall be increased as necessary so that after making any required deductions and withholdings, TeamDynamix receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Client is a tax-exempt entity or claims exemption from any Taxes under this agreement, Client shall provide a certificate of exemption upon execution of this Agreement and, after receipt of valid evidence of exemption, TeamDynamix shall not charge Client any Taxes from which it is exempt.

6. Service Levels. Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions of this Agreement, during the Term, Client shall have the right to the benefit of the system uptime provisions set forth in the Service Level Exhibit attached to this Exhibit C as Appendix 1. TeamDynamix shall use commercially reasonable efforts to provide Client and its Users the support services set forth in the Service Level Agreement (available at www.teamdynamix.com/SLA).


a. Professional Services. Subject to the terms and conditions set forth in this Agreement and the Exhibits (including the Professional Services Addendum set forth on Exhibit D), Client, at its option may engage TeamDynamix to provide Professional Services as described in a mutually executed statement of work. “Professional Services” means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by TeamDynamix pursuant to written agreement.

8. Confidentiality; Data Security.

a. Each Party acknowledges that it and its employees or agents, in the course of the projects and services contemplated by this Agreement, may be exposed to or acquire information that is proprietary or confidential to the other Party (“Confidential Information”). Each Party agrees to hold Confidential Information of the other Party in strict confidence and not to use such Confidential Information or discuss or disclose such Confidential Information to any third party. The Parties agree that Confidential Information does not include: (i) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (ii) information which either Party can show was in its possession at the time of disclosure or was independently developed by it; (iii) information received from a third party which had the right to transmit same without violation of any confidentiality agreement with the other party; and (iv) information which is required to be disclosed pursuant to court order or by law. The per-User pricing provided under this Agreement is Confidential Information.

b. TeamDynamix will implement reasonable and appropriate measures for the TeamDynamix Applications (as determined by TeamDynamix) (the “Security Standards”) designed to help Client secure Client content against accidental or unlawful loss, access, or disclosure (the “Security Objectives”) in accordance with the TeamDynamix Security Standards. TeamDynamix may modify the TeamDynamix Security Standards from time to time but will continue to provide at least the same level of security as is in place on the Effective Date.

c. TeamDynamix will not access or use Client content except as necessary to maintain or provide the services under this Agreement, or as necessary to comply with the law or a binding order of a governmental body. TeamDynamix will not (i) disclose Client content to any government or third party, or (ii) move Client content from the TeamDynamix servers; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, TeamDynamix will give Client reasonable notice of any legal requirement or order referred to in this Section 8(c), to allow Client to seek a protective order or other appropriate remedy. TeamDynamix will only use personal information and billing information in accordance with its privacy policy (available at https://www.teamdynamix.com/privacy-policy-terms), and Client consents to such usage. TeamDynamix will not collect or use any personal information prior to the effective date of this Agreement, and Client will not submit or otherwise make available any personal information to TeamDynamix prior to such date.
9. Mutual Warranties. Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement and to perform its obligations and to grant any license(s) contained herein; and (b) it has not entered into, and shall not enter into any agreement either written or oral in conflict with its obligations under this Agreement.

10. Representations. TeamDynamix warrants that it owns all right, title and interest in all material and applications used to provide the services under this Agreement or has the authority to license all material or applications to Client.

11. Disclaimer of Warranties.

   a. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 9 AND 10, ALL SERVICES AND TEAMDYNAMIX MATERIALS ARE PROVIDED "AS IS" AND TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR TEAMDYNAMIX MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Client Conduct and Obligations.

   a. Client is responsible for, without limitation, the following: (i) Client's implementation of TeamDynamix Applications; (ii) protecting the names and passwords of the Users to the Applications and preventing and notifying TeamDynamix of unauthorized use of the Applications; and (iii) the lawfulness of, and results obtained from, all Client data submitted by Users to the Applications and each such User's acts and omissions.

   b. Except as otherwise specifically permitted under this Agreement, Client shall not, nor will Client permit any third party to: (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Applications to any third party in whole or in part provided that Client may utilize TeamDynamix's published documentation as needed for use by its Users; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reverse engineer or discover the source code or underlying ideas or algorithms of the Applications; (iii) reverse engineer, decompile, disassemble, or translate the Applications or any part thereof; (iv) transfer any of the Applications components to any other person, entity, computer, computer network, or other device; (v) upload, post, mail, publish, transmit or distribute in any way the Applications, any component of the Applications or derivative works based thereon; (vi) input, upload, transmit or otherwise provide to or through the Applications, any information or materials that are unlawful or injurious or that contain, transmit or activate any harmful code, viruses, corrupted files or similar items that may damage the Applications or another's computer hardware; or (vii) remove, delete, alter, or obscure any trademarks, copyright or other proprietary notices.

   c. Client will work with TeamDynamix and provide timely, confidential feedback about product value and performance. TeamDynamix shall own all intellectual property rights in any improvements, upgrades, or derivative works resulting from the use of such feedback.

   d. Client acknowledges that the Applications are proprietary to TeamDynamix, and TeamDynamix retains exclusive ownership of the same throughout the world, including all related intellectual property. In order to use the Applications, Client may be required to acquire third party software directly from third party licensors, and the terms and conditions of such licenses are separate and distinct from this Agreement. Additionally, modifications, updates, or customizations made by TeamDynamix to the Applications shall be owned exclusively by TeamDynamix, and Client shall receive or possess no right, title, or interest in any modifications, updates, or customizations except for its license to use the Applications as expressed herein.
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End User License Agreement

TeamDynamix

e. TeamDynamix may issue to Client or may authorize a Client administrator to issue, a password for each User to use Client’s account for which Client has paid the applicable fees to TeamDynamix. Client is responsible for maintaining the confidentiality of all usernames and passwords and for ensuring that each username and password is used only by an authorized User. Client is solely responsible for any and all usage of the Applications through the use of names and passwords. Client agrees to promptly notify TeamDynamix of any unauthorized use of Client’s account or any other breach of security suspected or known by Client. TeamDynamix shall have no liability for any loss or damage arising from Client’s failure to comply with these requirements.

f. Client hereby irrevocably grants all such rights and permissions in or related to Client data to TeamDynamix as are necessary or useful to perform the services contemplated by the Applications and as necessary for TeamDynamix to enforce its rights under this Agreement. The parties expressly agree that, with respect to any Client data actually processed by TeamDynamix pursuant to this Agreement, Client is the data controller and TeamDynamix is a data processor. Client acknowledges and agrees that Client data may be transferred outside the country where it is located if and as necessary to effect the transfer of such Client data as established by Client’s API policies and procedures in the Applications, in which case Client is solely responsible for ensuring that it is lawfully entitled to transfer and authorize TeamDynamix to transfer the relevant Client data to TeamDynamix so in accordance with this Agreement. Client will ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

g. Client will not transfer any protected health information (as defined under the Health Insurance Portability and Accountability Act ("HIPAA") or confidential information under the Family Education Rights Privacy Act ("FERPA") to TeamDynamix without the prior written consent of TeamDynamix. If the activities permitted by TeamDynamix under this Agreement render TeamDynamix a Business Associate under HIPAA, Client shall execute TeamDynamix’s standard Business Associate Agreement. Client agrees that it shall not utilize ITPA (unless Client has been notified by TeamDynamix that HIPAA-compliant functionality has been added to ITPA) or project portfolio management functionality of the Applications to process protected health information or transfer such protected health information to TeamDynamix. TeamDynamix disclaims all liability for breaches under HIPAA, FERPA, or the promulgated regulations thereunder if such breaches were caused in any way by Client, or Client’s employees, agents, officers, or directors or in breach of this Section 12(g).

h. To the extent that Client transmits Client data, including any regulated personally identifiable information, such as government identification numbers, bank account or financial information, or health, genetic, or biometric records, through any Application (including IPaaS with ITPA, as defined on Exhibit A), Client is solely responsible for encrypting such Client data and/or regulated personally identifiable information, including by setting, managing, monitoring, and enforcing the applicable policies with respect to the encryption of such. Client acknowledges and agrees that TeamDynamix is not responsible for any loss, alteration, or unauthorized access or transmission of such data, to the extent that such results from Client’s failure to comply with the encryption requirements in the preceding sentence.

i. The Applications may contain features designed to interoperate with either on-premise or hosted Client or third-party applications (excluding the Applications) (collectively, “Integrated Third-Party Applications”). Client is solely responsible for obtaining and maintaining access to Integrated Third-Party Applications from the applicable providers. TeamDynamix is not liable to Client hereunder and shall not provide Client with any refund, credit, or other compensation for any errors, delays, downtime, or nonperformance of the Applications caused by the temporary or permanent unavailability of the Integrated Third-Party Application, or it Client terminates Client’s subscription or license to the Integrated Third-Party Application. If Client establishes an integration between the Integrated Third-Party Application and an Application made available via a cloud implementation, Client hereby authorizes TeamDynamix to access and transmit Client data to and/or from the Integrated Third-Party Application during the Term and subject to TeamDynamix’s other obligations under this Agreement incident to such transfer, provided, further, that Client acknowledges that no Client data will be stored by TeamDynamix during or as a result of such integration. TeamDynamix is not responsible for any disclosure, modification, or deletion of Client data occurring in or caused by an Integrated Third-Party Application.

13. Data Retention; Data Recovery Services. TeamDynamix maintains at least seven (7) consecutive calendar days of deleted data. Data recovery services may be purchased by Client and, if purchased, will be billed to Client at standard
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TeamDynamix

hourly rates. TeamDynamix expressly disclaims any obligation to maintain deleted data beyond the scope set forth in this Section 13, including any obligation to maintain deleted data beyond seven (7) consecutive calendar days.


a. In the event either Party defaults under this Agreement, the non-defaulting Party may notify the defaulting Party in writing and allow that Party a reasonable opportunity to cure said default, such opportunity not to be less than fifteen (15) calendar days. If said default is not remedied within such cure period, the non-defaulting Party shall then have the right to terminate this Agreement immediately in accordance with Section 15(a) and this Section 14.

b. For purposes of this Agreement, a default shall have occurred with respect to either Party if such Party (i) fails to fully and timely perform or comply with, or materially breaches, any material term or condition of this Agreement (ii) ceases to do business as a going concern, (iii) makes a general assignment for the benefit of creditors, (iv) files for insolvency, bankruptcy, or seeks to enter receivership, (v) authorizes, applies for, consents to, or has proceedings commenced against it to appoint a trustee or liquidator for all or a substantial part of its assets which is not resolved within (30) days of such commencement, or (vi) violates the confidentiality provisions of this Agreement set forth in Section 8(a) hereof.

15. Termination Rights; Effect of Termination.

a. Either Party may terminate this Agreement upon an uncured default of the other Party to this Agreement as set forth and in accordance with Section 14 of this Agreement.

b. A termination or expiration of this Agreement shall not, with respect to the terminated or expired services, release either Party from its obligations under Section 5, Section 8(a), Section 13, Sections 16-20, Section 22, Sections 24-25, Section 27-29, and Sections 31-32 which shall remain binding upon each Party until expressly released in writing by the other Party. Upon termination or expiration, Client shall delete, destroy, or return all copies of items constituting the intellectual property of TeamDynamix. In the event of termination, TeamDynamix agrees to provide access for two (2) client resources via existing TeamDynamix User accounts to manually download through existing export and download capabilities Client intellectual property stored on TeamDynamix’s host systems for thirty (30) days beginning on the date of termination or expiration. TeamDynamix will purge all Client data stored on TeamDynamix’s host systems during the first available maintenance window after 30 days from the effective date of termination or expiration.

c. If Client terminates this Agreement pursuant to Section 15(a), Client will be relieved of any obligation to pay any fees pursuant to Section 5 attributable to the period after the effective date of such termination (and TeamDynamix shall refund to Client any fees paid in advance for services that TeamDynamix has not performed as of the effective date of termination (on a pro-rata basis)).

d. If TeamDynamix terminates this Agreement pursuant to Section 15(a), all fees that would have become payable to TeamDynamix had this Agreement remained in effect until the expiration of the Term (as if such earlier termination had not occurred) will become immediately due and payable, and Client shall pay such fees, together with all previously-accrued and not yet paid fees and expenses.

e. Upon termination or expiration of this Agreement, Client’s license to access and use the Applications shall be extinguished except as provided herein.


17. TeamDynamix IP Indemnity. Subject to the other provisions of this Agreement, TeamDynamix agrees that it will indemnify, defend and hold harmless Client and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns (each, a “Client Indemnitee”) from and against any claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorney’s fees and the costs of enforcing this Agreement and pursuing any insurance providers) by such Client Indemnitee arising out of, resulting from, or attributable to any third party claim that the Applications infringe any third party’s United States patent, copyright, trademark or trade secret rights; provided, however that TeamDynamix shall have no liability under this Agreement for claims of infringement based on (i) modifications, adaptations or changes to the Applications
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not made by TeamDynamix, (ii) the use or incorporation of Client data in conjunction with the Applications is the primary cause of the liability, or (iii) Clients use of the Applications in a manner inconsistent with TeamDynamix’s written instructions for proper usage. THIS SECTION 17 SETS FORTH CLIENT’S SOLE REMEDIES AND TEAMDYNAMIX’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR APPLICATIONS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

18. Client IP Indemnity.

19. Limitation of Liability.

a. To the extent permitted by law, the total, cumulative liability of each Party arising out of or related to this agreement or the services provided hereunder, whether based upon contract, tort or any other legal or equitable theory, including those related to privacy law, shall be limited to the amounts paid by Client for the service giving rise to the claim during the twelve (12) month period preceding the first event giving rise to the liability. The existence of more than one claim shall not enlarge this limit. The foregoing limitation of liability shall not apply to: (i) bodily injury or death; and (ii) Client’s obligation to pay amounts owed for services provided hereunder.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS, LOST BUSINESS REVENUE, COST OF REPLACEMENT SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). EACH PARTY HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

20. Community Works. Client may build or create derivative works of certain components within the ITPA Application, namely: (i) “connectors” that allow Users to access, use, and update data; and (ii) “flows” that allow Users to add, subtract, or transform data between and among Client’s systems within the ITPA Application (the “Community Works”) for distribution and sharing with other ITPA Applications users in the community area of the ITPA Application (the “TeamDynamix Community”). Users within the TeamDynamix Community are able to browse connectors and flows that other Users have posted to add to their own libraries and allow efficiencies by appropriating work that has already been done by other Users within the TeamDynamix Community. Other than TeamDynamix’s permission to Client for Client to distribute Community Works in the TeamDynamix Community, Client shall continue to be bound by the restrictions set forth in Section 12 of this Agreement with respect to the creation and usage of Community Works.

a. Intellectual Property Rights. TeamDynamix owns all right, title, and interest in and to the Community Works, including all intellectual property rights therein. Client shall not acquire any right or interest in or to the Community Works except for the rights to use the Community Works as set forth in this Agreement. To the extent that any intellectual property rights vest in Client, Client shall assign any and all of such intellectual property rights to TeamDynamix, and, upon TeamDynamix’s request, make any required filings or undertake actions required to effectuate such assignment.

b. Disclaimer. If Client uses any Community Works posted in the TeamDynamix Community, Client does so entirely at its own risk and such Community Works are provided “AS IS” with all faults. TEAMDYNAMIX SHALL HAVE NO Duty OR OBLIGATION TO INVESTIGATE, VET OR OTHERWISE APPROVE ANY COMMUNITY WORKS POSTED BY ANY USER OR ANY THIRD PARTY AND CLIENT HEREBY RELEASES TEAMDYNAMIX, ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ALL LIABILITY ARISING OUT OF CLIENT’S USAGE OF ANY COMMUNITY WORKS AND ACKNOWLEDGES THAT TEAMDYNAMIX AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS SHALL HAVE NO OBLIGATION TO INDEMNIFY CLIENT FROM AND AGAINST ANY CLAIMS OR LIABILITY OF ANY KIND RELATED TO CLIENT’S USAGE OF THE COMMUNITY WORKS. WITH RESPECT TO COMMUNITY WORKS, TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE CLIENT WORKS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT’S OR ANY OTHER PERSON’S
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REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. THE FOREGOING DISCLAIMERS WITH RESPECT TO COMMUNITY WORKS SHALL SUPERSEDE ALL OTHER WARRANTIES PROVIDED IN THIS AGREEMENT OR OTHERWISE.

21. Independent Contractors. The relationship between the Parties created by this Agreement is that of independent contractors and not partners, joint venturers, agents, or employees.

22. Governing Law. This Agreement will be construed as having been made in, and will be governed in accordance with, the laws of the State of Ohio, excluding any applicable conflict or choice of law provisions. Each party hereby consents to the jurisdiction of the federal, state, and local courts located in Columbus, Ohio, including the Federal District Court for the Southern District of Ohio.

23. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party’s reasonable control, including without limitation: strikes, lock-outs, or other industrial disputes (whether involving its own workforce or a third party’s), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a “Force Majeure Event”). The Party suffering a Force Majeure Event shall (a) notify the other Party of the Force Majeure Event as soon as possible and (b) use reasonable efforts to mitigate the effects of such Force Majeure Event.

24. Entire Agreement. This Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, representations, proposals, discussions, and communications, whether oral or in writing, relating to its subject matter.

25. Modification/Waiver; Severability; Interpretation. No modification of this Agreement or an Exhibit, and no waiver of any breach of this Agreement or Exhibit will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Agreement or any Exhibit or the failure of either Party to exercise in any respect any right provided for under this Agreement shall be construed a waiver of any subsequent breach of this Agreement or any Exhibit. No course of dealing between the Parties shall be construed as a waiver of any breach of this Agreement or any Exhibit. The provisions of this Agreement and the Exhibits are severable. If any provision of this Agreement and the Exhibits is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be interpreted or construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Section headings are provided for convenience only and are not to be construed or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

26. Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation or law, or otherwise, without the prior written consent of TeamDynamix, which shall not be unreasonably withheld, conditioned or delayed. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

27. No Third-Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement.

28. Attorneys’ Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and court costs from the non-prevailing Party.

29. Identification of Client Relationship. Client grants to TeamDynamix the right to identify Client in TeamDynamix’s published list of customers and in marketing materials. If requested by Client, TeamDynamix will follow guidelines prescribed by Client in using Client’s name, trademarks, or logos, as applicable.
Exhibit C
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30. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

31. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "notice") must be in writing and addressed to the parties at the addresses set forth on the second page of this Agreement (or to such other address that may be designated by the party giving notice from time to time in accordance with this section). All notices must be delivered by personal delivery, nationally recognized overnight courier, certified mail, return receipt requested), or e-mail (with confirmation of transmission). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the notice has complied with the requirements of this section.

32. Authorized Contract Participation. In accordance with the Client’s Rules Governing Procurement of Goods, Services, Insurance and Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational institutions, or Client’s affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by TeamDynamix, provided such entities are located within the same state or territory as Client’s principal place of business.

Participation in this cooperative procurement is strictly voluntary. If authorized by TeamDynamix, any resultant contract(s) may be extended to the entities as indicated above to purchase at then-current contract prices in accordance with contract terms and conditions. TeamDynamix shall notify Client in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate, unless an amendment to the material terms of this contract is made. Participating entities shall place their own orders directly with TeamDynamix, and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from Client. Client shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by TeamDynamix to extend participation and use of the contract. It is understood and agreed that Client is not responsible for the acts or omissions of any other entity participating in this cooperative procurement, and will not be considered in default of such new contract no matter the circumstances.
Exhibit C – Appendix 1
Service Level Exhibit

TeamDynamix

Capitalized words not defined herein shall have the same meaning as set forth in the License Agreement (the “Agreement”) between TeamDynamix Solutions LLC (“TeamDynamix”) and the counterparty to such Agreement (the “Client”).

1. Service Levels. Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions set forth in Agreement, Client shall have the right to the benefit of the system uptime provisions set forth in this Service Level Agreement (the “SLA”).

a. “Uptime” means the ability of Client to log into the Applications. “Downtime” is a period of time when the site hosted by TeamDynamix is not operating as designed and Client cannot log into the Applications as a result thereof.

b. TeamDynamix guarantees Uptime of 99.5%, excluding Downtime that is the result of any Exception described below in Section 1(c) of this SLA, during each 365 day period beginning on the date that Client begins using the Applications (each, a “Measurement Period”). In the event that TeamDynamix breaches this Uptime guarantee during a Measurement Period, TeamDynamix shall provide Client with a credit for the amount of time that the breach continues (“Downtime Credit”), in an amount equal to 3% of the Daily Fee per 15-minute increment that TeamDynamix is in breach, pursuant to this Section 1. For purposes of this Section 1, “DAILY FEE” shall be calculated by dividing the annualized license costs set forth in the Agreement by 365. Downtime Credit may be paid by TeamDynamix via a credit to Client’s subsequent annual license invoice in the amount owed pursuant to this Section 1. The Downtime Credit described in this Section 1 shall be Client’s sole and exclusive remedy and TeamDynamix’s sole and exclusive liability for any breach of the obligations set forth in Section 1 of this SLA.

c. Exceptions to Uptime: The following (each, an “Exception”) shall each suspend TeamDynamix’s Uptime guarantee while in effect and shall not be considered a breach of TeamDynamix’s Uptime guarantee:

i. scheduled maintenance, scheduled upgrades, and emergency patches, so long as such scheduled maintenance, scheduled upgrades, and emergency patches occur outside of business hours and with notice to Client;

ii. a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Client;

iii. outages initiated by TeamDynamix or its third party providers at the request or direction of Client for maintenance, back up, or other purposes;

iv. outages occurring as a result of any actions or omissions taken by TeamDynamix or its third party providers at the request or direction of Client;

v. outages resulting in failure, interruption or other problem with any software, hardware, system network, facility, or other item not supplied by TeamDynamix;

vi. events resulting from an interruption or shut down of the services due to circumstances reasonably believed by TeamDynamix to be a significant threat to the normal operation of the Service, the facility from which the Service is provided, or access to or integrity of Client data (e.g., a hacker or a virus attack);

vii. outages due to system administration, commands, file transfers performed by Client representatives;

viii. other activities Client directs, denial of service attacks, and internet connectivity failures;

ix. Force Majeure Events;

x. Client’s negligence or breach of its material obligations under the Agreement; and

xi. a lack of availability or untimely response time of Client to respond to incidents that require its participation for source identification and/or resolution.

Appendix-1
**Exhibit D**

**Statement of Work**

**TeamDynamix**

**TeamDynamix Implementation - Scope of Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td>TeamDynamix Professional Services shall <strong>create one SaaS-based environment</strong> for CLIENT.</td>
<td></td>
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<tr>
<td>TeamDynamix Technical Services will work with CLIENT technical resources to <strong>configure a CLIENT-specific domain</strong> (e.g. <a href="https://teamdynamix.clientdomain.com">https://teamdynamix.clientdomain.com</a>). Initial user accounts for implementation team shall be created following the kick-off meeting, once team members have been identified.</td>
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<tr>
<td>CLIENT must assign a technical resource for the configuration of the custom domain. CLIENT technical resource must map custom domain to TeamDynamix IP addresses and issue SSL certificates to TeamDynamix. TeamDynamix Technical Services shall distribute SSL certificates to all application servers within its production environment.</td>
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<tr>
<td>Payment will be made in accordance with the terms of <strong>Exhibit A</strong> and <strong>Exhibit B</strong>.</td>
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<tr>
<td>TeamDynamix Professional Services will <strong>facilitate a project planning session to help CLIENT prepare for the implementation</strong>. An initialization packet shall be provided to CLIENT prior to the meeting. CLIENT should complete the packet prior to the planning session. Following the project planning session, TeamDynamix Professional Services will create an implementation plan for the team to follow.</td>
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<tr>
<td>The TeamDynamix consultant(s) assigned to the CLIENT's engagement will create a project within the TeamDynamix Entity for purposes of tracking the progress of the implementation. <strong>TeamDynamix will work with the CLIENT's resource that has been designated as the project manager for the implementation to appropriately plan the timeline of the rollout.</strong> The finalization of the timeline will occur following the TeamDynamix Foundations review. It is after this time that a configuration-related task list will also be made available to the CLIENT implementation team.</td>
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<tr>
<td>The CLIENT is responsible for the management of the CLIENT-specific resources.</td>
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<tr>
<td>TeamDynamix Professional Services consultants will <strong>regularly participate in CLIENT status meetings</strong> as the implementation progresses, providing configuration support and input on processes.</td>
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<tr>
<td>The CLIENT is responsible for attending status meetings and ensuring CLIENT-assigned tasks are completed.</td>
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<tr>
<td>TeamDynamix Professional Services shall review the activities associated with <strong>user management</strong>. Activities include a review of: user creation/modification; user deactivation; group membership; application and security roles; manual/Excel-based People Imports; and Self-registration. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to apply the user management capabilities within its environment.</td>
<td></td>
</tr>
<tr>
<td>CLIENT is responsible for actively participating in the discussion and review sessions centered on user management. Additionally, CLIENT is responsible for identifying the source of user information and the final entering of user accounts into the application. TeamDynamix will manually enter up to 10 user accounts with the CLIENT to ensure a successful knowledge transfer. Should CLIENT decide to manually import records, CLIENT is responsible for the actual data extraction from master source into a provided template. TeamDynamix will review data with CLIENT prior to import for accuracy.</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit D
Statement of Work

TeamDynamix

TeamDynamix Professional Services consultant(s) shall facilitate configuration design session to review the CLIENT’s desired goals, objectives, and critical success factors. TeamDynamix will share insights based on industry knowledge and other successful implementations. The goal of the session is to produce a feasible approach to configuring the TeamDynamix application so that it meets the CLIENT’s business requirements. TeamDynamix Professional Services consultants focus on transferring best practice knowledge to the CLIENT resources related to configuring the application so that CLIENT may meet its objectives.

The CLIENT is responsible for assembling a core project team to work with the TeamDynamix Professional Services consultants and share information related to the CLIENT’s business environment. TeamDynamix and the CLIENT will share the configuration responsibilities of the tool. This is accomplished by TeamDynamix demonstrating how to perform configuration tasks and monitoring the CLIENT's progress. The CLIENT is responsible for final configurations.

TeamDynamix Professional Services will work with the CLIENT to configure the TeamDynamix Email Monitoring service. The Email Monitoring service creates tickets from inbound email messages and/or processes replies to outbound notifications throughout the system (e.g. replies to project status notifications).

In order to leverage this capability, CLIENT must provide an IMAP-enabled email account to which the service can connect. Instructions and prerequisites shall also be provided by TeamDynamix during the implementation.

TeamDynamix Professional Services shall review the activities associated with the synchronizing records from the CLIENT user management solution, either for new deployments or in support of existing deployments that may require changes to the process. Activities include a review of: API location and documentation; capabilities of the API; API authentication; and a review of the import job tools within the application. TeamDynamix also has a file import listener utility that can be deployed in the CLIENT environment and pickup a dropped file (e.g. CSV, XLS). TeamDynamix can review and assist with the deployment (or upgrade if currently deployed) of this utility if this is the desired approach.

CLIENT is responsible for providing an Engineering-related resource to develop/modify the actual integration to the API or an Infrastructure-related resource to deploy/modify the file import listener.

TeamDynamix Professional Services shall review the current user authentication options during the engagement. TeamDynamix Professional Services will work with CLIENT technical resources to configure or modify Single Sign-on, LDAP, or native TeamDynamix authentication and provide instruction on how the authentication must be configured.

The CLIENT is responsible for providing and configuring a SAML 2.0 Identity Provider or LDAP Server, if applicable, within its environment and making its SSO metadata accessible via a URL or the InCommon Federation, (if configuring SSO), so that TeamDynamix can establish a regular synchronization process. If LDAP is being used, the CLIENT is responsible for providing or renewing an SSL certificate and for managing/monitoring the certificate's expiration date. The CLIENT must assign a security/identity management representative to perform configuration tasks specific to the CLIENT’s Identity Provider. TeamDynamix is not responsible for installing or configuring systems within the CLIENT environment related to Identity Management.
Exhibit D
Statement of Work

TeamDynamix Professional Services shall review the application's capabilities centered around Incident Management and Request Fulfillment. Activities include a review of: Services and categories; Ticket types and categories; Status codes and classifications; Accounts/Departments; Ticket Forms; Classifications; Standard and Custom attributes; Service Level Agreements; Notification templates; Ticket and Task Templates; Response templates; and Satisfaction Surveys. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to apply these capabilities within its environment. TeamDynamix shall provide support during the configuration of Incident Management and Request Fulfillment-capabilities by CLIENT to ensure successful configuration.

The CLIENT is responsible for actively participating in the discussion and review sessions centered on Incident Management and Service Request Fulfillment, for communicating its existing Incident Management and Service Request Fulfillment business processes to TeamDynamix, and for the final configuration and review of TeamDynamix as it relates to areas. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment) and will also provide assistance with the configuration process.

TeamDynamix Professional Services shall review the assignment and workflow capabilities of the application. Activities include a review of: Automation rules; Assignment and escalation criteria; workflow step types; workflow connectivity; approval and rejection options; and classification promotion. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to apply the assignment and workflow capabilities within its environment.

The CLIENT is responsible for actively participating in the discussion and review sessions centered around ticketing workflow, for communicating its existing business processes to TeamDynamix that must be supported by workflow, and for the final configuration and review of TeamDynamix as it relates this area. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment) and will also provide assistance with the configuration process.

TeamDynamix Professional Services shall review the application's capabilities centered around Change Management. Activities include a review of: change tickets, parent/child ticket relationships; using workflow to create a change review process; maintenance activities; and change approval functionality. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to approach configuring the application to support its new change management initiative. TeamDynamix shall share experiences from other clients that have recently began a change management initiative. TeamDynamix shall provide support during the configuration process to ensure success.

The CLIENT is responsible for actively participating in the discussion and review sessions centered on Change Management, for communicating its existing Change Management business processes to TeamDynamix, and for the final configuration and review of TeamDynamix as it relates to Change Management. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment) and will also provide assistance with the configuration process.
Exhibit D
Statement of Work

TeamDynamix

TeamDynamix Professional Services shall review the out-of-the-box capabilities centered around Asset Management. Activities include a review of: Asset creation, asset relationships; product model/type configuration; vendor configuration; blackout and maintenance windows; linking tickets and assets; and asset reporting. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to map its existing asset management processes to the application's capabilities. TeamDynamix shall share experiences from other clients that are utilizing TeamDynamix for asset management. TeamDynamix will help configure the application to support CLIENT's existing asset management process. Additionally, TeamDynamix will work with the CLIENT to deploy the TeamDynamix asset synchronization utility that connects to a data source (e.g. SCCM) for purposes of updating the assets in TeamDynamix. The asset synchronization utility must be installed within the CLIENT network (Microsoft Windows Server).

The CLIENT is responsible for actively participating in the discussion and review sessions centered on Asset Management, for communicating its existing Asset Management business processes to TeamDynamix, and for the final configuration and review of TeamDynamix as it relates to Asset Management. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment) and will also provide assistance with the configuration process.

TeamDynamix Professional Services shall review the application's capabilities centered around the Service Catalog and Client Portal. Activities include: Building services and service categories; shortcuts; descriptions; tagging; ticket generation; permissions; forms; public services; styling and branding; desktops and HTML modules; and RSS/ATOM feeds. TeamDynamix shall demonstrate each activity and collaborate with the CLIENT on how best to apply the Service Catalog and Client Portal capabilities within its environment.

The CLIENT is responsible for actively participating in the discussion and review sessions centered on the Service Catalog and the Client Portal. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment). However, the CLIENT is responsible for the final configuration of TeamDynamix as it relates to the Service Catalog and the Client Portal.

TeamDynamix Professional Services shall review the application's capabilities centered around Knowledge Management. Activities include a review of: article and category creation; article import; article and category visibility permissions; article review; addressing article feedback; and interacting with articles during the ticket management process. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to approach configuring the application to support its new knowledge management initiative. TeamDynamix shall share experiences from other clients that have recently began a knowledge management initiative. TeamDynamix shall provide support during the configuration process to ensure success.

The CLIENT is responsible for actively participating in the discussion and review sessions centered on Knowledge Management, for communicating its existing Knowledge Management business processes to TeamDynamix, and for the final configuration and review of TeamDynamix as it relates to Knowledge Management. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment) and will also provide assistance with the configuration process.
Exhibit D
Statement of Work

TeamDynamix

TeamDynamix Professional Services shall review the application's capabilities centered around **Project Request/Pipeline Management**. Activities include a review of: Submitting project requests; project request forms; project request collaborators; project request workflows and approvals; project request scoring; project request capacity planning; and project request staffing. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to approach configuring the application to support its new Project Request/Pipeline Management initiative. TeamDynamix shall share experiences from other clients that have recently began a similar initiative. TeamDynamix shall provide support during the configuration process to ensure success.

The CLIENT is responsible for actively participating in the discussion and review sessions centered on Project Request/Pipeline Management, for communicating its existing business processes to TeamDynamix, and for the final configuration and review of TeamDynamix as it relates to Project Request/Pipeline Management. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment) and will also provide assistance with the configuration process.

TeamDynamix Professional Services shall review the application's capabilities centered around **Project Management**. Activities include a review of: Project creation; project updates; logging project issues and risks; working with the project Briefcase; adding/removing project team members; adding/removing project stakeholders; project custom attributes; project details sections; project closure process; and working with project surveys. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to approach configuring the application to support its new project management initiative. TeamDynamix shall share experiences from other clients that have recently began a project management initiative. TeamDynamix shall provide support during the configuration process to ensure success.

The CLIENT is responsible for actively participating in the discussion and review sessions centered on Project Management, for communicating its existing Project Management business processes to TeamDynamix, and for the final configuration and review of TeamDynamix as it relates to Project Management. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment) and will also provide assistance with the configuration process.

TeamDynamix Professional Services shall review the application's capabilities centered around **Resource Management**. Activities include a review of: User capacity settings; Functional Roles; Resource Pools; Resource requests and approvals; capacity analysis; Workspace capacity reduction; and Resource reporting. TeamDynamix shall demonstrate each activity and collaborate with CLIENT on how best to approach configuring the application to support its new resource management initiative. TeamDynamix shall share experiences from other clients that have recently began a resource management initiative. TeamDynamix shall provide support during the configuration process to ensure success.

The CLIENT is responsible for actively participating in the discussion and review sessions centered on Resource Management, for communicating its existing Resource Management business processes to TeamDynamix, and for the final configuration and review of TeamDynamix as it relates to Resource Management. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities listed above (if applicable to environment) and will also provide assistance with the configuration process.
# Exhibit D

## Statement of Work

**TeamDynamix**

TeamDynamix Professional Services shall review the *out-of-the-box reports* that are relevant to CLIENT's requirements. Additionally, TeamDynamix shall review the process to *create reports using the configurable Report Builder tool*. Activities include a review of: creating/editing reports; graphing; filtering; sharing reports; scheduling reports; advanced filtering; and adding reports to desktops. The TeamDynamix consultant shall create up to 8 reports for CLIENT using the standard report builder tool within the application. Custom report creation for reporting requirements not covered by the standard report builder are not in-scope.

CLIENT is responsible for actively participating in the discussion and review sessions centered on reporting. TeamDynamix Professional Services will ensure the CLIENT understands how to configure the capabilities list above (if applicable to environment). However, CLIENT is responsible for final configurations related to reporting activities.

TeamDynamix Professional Service shall provide **Administrative training to 1-3 individuals** assigned as TeamDynamix Administrators by CLIENT. Administrative training takes place throughout the configuration stage of the implementation. The TeamDynamix Administrators must be available during this period.

The CLIENT is responsible for assigning a TeamDynamix Administrator for the duration of the implementation.

TeamDynamix Professional Services shall provide **training to the purchased, licensed users**. TeamDynamix can lead the training for the users or provide train-the-trainer services and support. The number of users identified to be trained is **35**.

CLIENT must provide a lab so that users have access to computers during the training and for the actual schedule coordination of the licensed users. It is important to note that the TeamDynamix provided training centers on usage of the application. CLIENT is responsible for communicating and/or training related to business processes.

Following the completion of configuration-related activities, **TeamDynamix Professional Services will perform a test of the configured application**. TeamDynamix recommends that the CLIENT perform user-acceptance testing of the configuration application by coordinating a group of key business users to validate processes against the configured state. TeamDynamix shall support CLIENT during user-acceptance testing and assist with issues, as necessary.

The TeamDynamix consultant(s) will provide support related to the *go-live transition during and up to thirty days after the go-live to assist users with any issues or questions that may arise*. Following that transition period, the CLIENT shall transition to the TeamDynamix Support to ensure consistent and thorough incident resolution.

The CLIENT is also responsible for supporting the go-live activities and for communicating to changes to their end-users.
Exhibit D
Statement of Work

TeamDynamix

Process Evaluation and Development Efforts

Optimization Audit

TeamDynamix Professional Services shall engage with the client in a comprehensive qualitative and quantitative assessment on their ITSM and PPM processes. This includes our online Benchmark survey for ITSM and/or PPM for quantitative maturity ratings and process perceptions, and in-person interviews to provide a well-rounded picture of current state, desired state perceptions and change readiness. A report is furnished with findings, analyses, and recommendations. The CLIENT is responsible for the identification, organization, and engagement of participants.

<table>
<thead>
<tr>
<th>ITSM &amp; PPM Process Analysis and Maturity Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>The TeamDynamix process consultant shall engage the CLIENT in the following process areas for the quantitative maturity Benchmark Assessment administered via an online survey for PPM and ITSM.</td>
</tr>
<tr>
<td>• Service Catalog</td>
</tr>
<tr>
<td>• Knowledge Management</td>
</tr>
<tr>
<td>• Service Management / Service Request Management</td>
</tr>
<tr>
<td>• Incident Management</td>
</tr>
<tr>
<td>• Project Management</td>
</tr>
<tr>
<td>• Portfolio Management</td>
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<tr>
<td>• Resource Management</td>
</tr>
</tbody>
</table>

The TeamDynamix process consultant will conduct in-person/online* interviews individually with leadership and key process owners and by teams of individual contributors. The consultant will delve deeper the each of the topics above as well as others prioritized by CLIENT leadership.

The consultant will provide analyses and report on:

• Current practices vs. best practices & desired state
• Leadership vs. individual contributor perceptions
• Practice aspects – people, processes, tools/technology, business management
• Specific areas of greatest strengths and opportunities to improve.
• Recommendations for each subject area

<table>
<thead>
<tr>
<th>Summary of Optimization Audit Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Maturity Benchmark Assessment</td>
</tr>
<tr>
<td>• On-site interviews*</td>
</tr>
<tr>
<td>• Findings and recommendations report</td>
</tr>
<tr>
<td>▪ ITSM / PPM Gap analyses</td>
</tr>
<tr>
<td>▪ ITSM / PPM Maturity progression model</td>
</tr>
<tr>
<td>▪ Recommendations for improvements in each subject area (to be used for roadmap development)</td>
</tr>
<tr>
<td>• Findings and recommendations report summary meetings</td>
</tr>
<tr>
<td>▪ PPM</td>
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<tr>
<td>▪ ITSM</td>
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</tbody>
</table>

* In-person or on-site services will be done remotely via video conference in the event it is not possible or favorable for either party, such as COVID-19 considerations.

Jump Start Process Consulting

TeamDynamix Professional Services shall engage with the CLIENT to build from its Optimization Audit, establishing new or revised practices for select processes. The CLIENT shall be responsible for actively
Exhibit D
Statement of Work

Dynamix
participating workshops and completing any work prescribed and agreed to in the workshops.

<table>
<thead>
<tr>
<th>ITSM and PPM Process Redesign</th>
</tr>
</thead>
<tbody>
<tr>
<td>The TeamDynamix process consultant shall engage with the CLIENT for the following process areas:</td>
</tr>
</tbody>
</table>

**Phase 1a:**
- Service Catalog
- Knowledge Management
- Incident Management and Service Request Fulfillment

**Phase 1b:**
- Project Request Management
- Project Management
- Resource Management

**Phase 2**
- IT Service Change Management

For each of the process areas, the TeamDynamix consultant shall do the following:

1. Hold an orientation meeting to discuss the steps of the process engagement and review the current state and desired state and as captured in the optimization audit.
2. Conduct workshops to educate on best practices as appropriate, collaborate on process design and assist in translating how the process may be achieved within TeamDynamix software.
3. Hold a post go-live workshop to review how the process has performed and provide additional recommendations as warranted.

Process consulting meetings and workshops may be delivered in person, remotely or a combination. For more in-depth process design, in-person work may prove more valuable.

<table>
<thead>
<tr>
<th>Summary of Process Workshop Deliverables</th>
</tr>
</thead>
</table>
| - Process documentation
  - Process workflows as needed.
- Organizational change considerations
- Facilitation of process design / refinement
- Process translation assistance into TeamDynamix
- Post go-live follow up and recommendations.

*In-person or on-site services will be done remotely via video conference in the event it is not possible or favorable for either party, such as COVID-19 considerations.*

**Out-of-Scope**
The following items are considered out-of-scope:
- Problem Management
- Bomgar Integration
- Time Tracking
- Conversion of historical ticket or project data from other solutions

D-8
Exhibit D
Statement of Work

TeamDynamix
TeamDynamix Solutions LLC

Signature

Ken Benvenuto

9EE996956FE8941...

Print
Ken Benvenuto

Title
CEO

Date
7/2/2021

Signature


Print

Title

Date
City Manager’s Report

From 6210 - Police Director

Supplier, Vendor, Company, Individual

Name WestCare Ohio, Inc. dba East End Community Services

Address PO Box 1005
Dandridge, Tennessee 37725

Date August 25, 2021

Expense Type Service Agreement

Total Amount $637,944.00 (thru 9/30/23)

Fund Source(s)  Fund Code(s)  Fund Amount(s)
Special Revenue  28262-6210-1159-71  $637,944.00

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

Description

Professional Services Agreement
Get Recovery Options Working Program
WestCare Ohio dba East End Community Services

The Department of Police requests permission to enter into a Professional Services Agreement with WestCare Ohio, Inc. doing business as East End Community Services. The Agreement will expand the Get Recovery Options Working (GROW) program to connect overdose survivors, family members and friends to treatment, recovery support services, overdose prevention education and community outreach. For GROW, WestCare will provide project coordination and management, certified peer supporters and a licensed social worker which conduct education efforts to include community outreach and overdose prevention.

The Agreement will commence upon execution and expire on September 30, 2023. This Agreement, funded from a Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP) grant from the U.S. Department of Justice, is contingent upon the continuation and receipt of funds under the grant. The Dayton City Commission accepted the grant in Resolution 6553-20 December 9, 2020.

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

This agreement is being funded by the 2020 COSSAP Grant.

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

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

- **X** New Contract
- **_** Renewal Contract
- **_** Change Orders

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td>Contract Start Date</td>
<td>upon execution</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>09/30/23</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 637,944.00</td>
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<tr>
<td>Initial Encumbrance</td>
<td>$ 637,944.00</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>n/a</td>
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</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

<table>
<thead>
<tr>
<th>Amount</th>
<th>$ 637,944.00</th>
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<tbody>
<tr>
<td>Fund Code</td>
<td>28262 - 6210 - 1159 - 71 - XXXX - XXXX</td>
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<td>Fund Org Acct Prog Act Loc</td>
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<th>Amount</th>
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<td>Fund Code</td>
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<td>Fund Org Acct Prog Act Loc</td>
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</tbody>
</table>

## Attach additional pages for more FOAPALs

- **Vendor Name:** WestCare Ohio, Inc. dba East End Community Services
- **Vendor Address:** P.O. Box 1005, Dandridge, TN 37725
- **Street:**
- **City:**
- **State:**
- **Zipcode + 4:**
- **Federal ID:** 31-1508554
- **Commodity Code:** 95221
- **Purpose:** Reservation for funds to pay for outside counseling, consulting services to assist in the Get Recovery Options Working program, part of the COSSAP grant.

---

**August 12, 2021**

**Contact Person:** B.Gaytko/S.Moyer x1045 8/12/2021

**Police/Chief's Office:**

**E-SIGNED by Eric Henderson on 2021-08-12 20:48:46 GMT**

**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:** 8/17/2021

**CF Prepared by:**

**Date:** 8/17/2021

**CF/CT Number:** CT21-3046

---

October 18, 2011
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____________ day of ____________, 2021 between the City of Dayton, Ohio ("City") and WestCare Ohio, Inc., an Ohio 501c3 not-for-profit corporation, DBA East End Community Services ("Contractor").

WITNESSETH THAT:

WHEREAS, the City of Dayton and the Miami Valley region have been negatively impacted by the opioid crisis; and

WHEREAS, the City and Contractor launched the “Getting Recovery Options Working” (GROW) program in 2016 to address the impact of the opioid epidemic; and

WHEREAS, the Dayton Fire and Police Departments and other community agencies and partners want to expand GROW into “GROWing Dayton Strong” program to extend work efforts throughout Montgomery County to combat substance use deaths; and

WHEREAS, the City Manager applied for a federal fiscal year (FY) 2020 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) grant to support the development, implementation and expansion of a comprehensive, evidence-based and trauma informed response to reduce overdose deaths; and

WHEREAS, on December 9, 2020, the Dayton City Commission approved and accepted the COSSAP grant award number 2020-AR-BX-0102 under Resolution No. 6553-20; and

WHEREAS, the City now desires to hire the Contractor to provide professional services and program support to fulfill the terms of the grant award; and

WHEREAS, the Contractor agrees to provide services as outlined in the grant application and abide by all terms of the grant contract; now, therefore,

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE I – SCOPE OF SERVICES

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

1. Project coordination and management provided by the Program Manager/Coordinator. Any designated staff will be subject to prior written approval by the City and, if necessary, the funding agency. If City does not approve of designated staff City will notify Contractor in writing and Contractor shall immediately re-staff the position subject to the qualifications set forth herein and applicable state and Federal regulations;
2. Coordinate and manage a team of certified peer supporters;
3. Provide a Case Manager/licensed social worker;
4. Conduct education efforts to include community outreach and overdose prevention;
5. Train two (2) staff members to become WRAP facilitators; and
6. Such other services related to the grant as the City may request in writing.

The Contractor's role and terms of providing service shall conform to the grant contract and application, which is attached and incorporated herein as "Exhibit A."

ARTICLE II – FUNDING, FINANCIAL STANDARDS, AND AUDITING

Funding for this contract is contingent on receipt of funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (DOJ) grant no. 2020-AR-BX-0102.

A. Funding. The City shall reimburse the Contractor an amount not to exceed Six Hundred Thirty-Seven Thousand Nine Hundred Forty-Four Dollars and Zero Cents ($637,944.00), which shall be dispersed according to the most recent approved budget by DOJ. Reimbursement requests will be detailed and invoiced for all services provided pursuant to this Agreement.

B. Invoices. The Contractor shall submit, but not more frequently than monthly, an invoice for payment of services provided. Such invoices shall detail the professional services provided during the invoice period, list the total charges for such professional services, number of hours the Contractor's personnel devoted to performance of such services and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. Invoices should include benefits paid by both the employee and employer, if applicable. All invoices shall be reviewed by appropriate City staff to verify that the Contractor rendered services during the invoice period. Upon verification of the invoice, the City will tender payment of all invoices within thirty (30) days from receipt of the invoice, unless disputed.

C. Financial Standards. The Contractor agrees to require the use of Generally Accepted Accounting Principles (GAAP) in recording and documenting all costs and expenditures relating to this Agreement. All costs and expenditures pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to the City and its designees. At any time during normal business hours and as often as the City may deem necessary, the Consultant shall make available to the City all of its records with respect to all matters covered under this Agreement, and will permit the City or designee to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data pertaining in whole or in part to matters covered by this Agreement.

D. Auditing. If the Consultant performs an independent audit of business and/or financial records, the Consultant shall require the company and/or auditor(s) to comply with all applicable Generally Accepted Auditing Standards that have been developed by the American Institute of Certified Public Accountants. If the Consultant performs an audit, the City shall receive a copy of such audit report.
ARTICLE III - TERM

This Agreement shall be effective upon execution by the City and shall terminate on September 30, 2023 or earlier in accordance with the termination provision set forth in Article VI.

ARTICLE IV - INDEMNIFICATION AND INSURANCE

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

B. During the entire term of this Agreement and at the Contractor’s sole cost and expense, the Contractor shall maintain, with an insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best, the following insurance:

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

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

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

ARTICLE V - INDEPENDENT CONTRACTOR

The parties hereby agree that at all times, the Contractor shall be an independent contractor and not subject to the control by the City, except as provided herein. The Contractor shall not act or represent himself in such a manner as to assume or create any obligation on behalf of, or in the name of the City, without the prior written and express authority to do so by a duly authorized representative. Further, the Contractor shall be responsible for the withholding and payment of all local, state and federal taxes and Workers’ Compensation Insurance.
ARTICLE VI - TERMINATION

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

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

ARTICLE VII - GENERAL PROVISIONS

A. Amendment or Modification

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

B. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. Entire Agreement/Integration

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

D. 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.
E. Waiver

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

F. Non-Discrimination

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

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

G. Meetings and Evaluation

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

H. Notice/Communication

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally or certified mail or first class U.S. mail, postage pre-paid.

To the Contractor:

WestCare Ohio, Inc.
Attn: Deputy COO
PO Box 1005
Dandridge, TN 37725
With any notice of breach, default, demand for indemnity, or legal claim or demand copied to:

WestCare Foundation, Inc.
Attn: Executive Vice President
1711 Whitney Mesa Drive
Henderson, NV 89014

To the City:

Chief Richard S. Biehl
City of Dayton, Ohio
Department of Police
335 West Third Street
Dayton, Ohio 45402

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

I. Assignment

The Contractor shall not assign any rights, duties, responsibilities or obligations under this Agreement without the prior written consent of the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge the Contractor from any obligation under this Agreement.

J. Confidentiality

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

K. Ownership of Documents and Work Product

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

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

M. Third Party Rights

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

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

CITY OF DAYTON, OHIO

By: ________________________________
    City Manager

WESTCARE OHIO, INC.
An Ohio 501c3 not-for-profit corporation

By: ________________________________
    Frank Rabitto, COO
    Pursuant to Resolution WCOH 2021-01

APPROVED AS TO FORM
AND CORRECTNESS:

E-SIGNED by John Musto
on 2021-04-21 15:39:01 GMT
City Attorney

E-SIGNED by Eric Henderson
on 2021-08-11 23:08:29 GMT
Acting Deputy Director & Assistant Chief of Police

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

_________________________________, 2021

Min./Bk. _______ Pg. _______

Clerk of the Commission
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the U.S. Department of Justice, Office of Justice Programs for Eight Hundred Ninety-Nine Thousand Nine Hundred Sixty-Four Dollars and Zero Cents ($899,964.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The City of Dayton and the Miami Valley region has been negatively impacted by the opioid crisis; and

WHEREAS, The U.S. Department of Justice, Office of Justice Programs (OJP) solicited grant applications under the Comprehensive Opioid, Stimulant, and Site-based Program (COSSAP); 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 for the project titled "Dayton, Ohio – GROWing Dayton Strong;" and

WHEREAS, The City and its partners intend to develop, implement and expand a quick response model to mitigate incidence of overdoses and/or overdose deaths and address a substantial increase in opioids, stimulants and other illicit substance use; and

WHEREAS, OJP has awarded the City Grant Number 2020-AR-BX-0102 for Eight Hundred Ninety-Nine Thousand Nine Hundred Sixty-Four Dollars and Zero Cents ($899,964.00) subject to the City accepting all terms and conditions of a grant agreement; and

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

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

Section 1. The City Manager is authorized to accept the U.S. Department of Justice, Office of Justice Programs award under the Catalog for Domestic Assistance (CDFA) No. 16-838 in an amount not to exceed Eight Hundred Ninety-Nine Thousand Nine Hundred Sixty-Four Dollars and Zero Cents ($899,964.00) on behalf of the City of Dayton and is directed to execute any and all documents and agreements which are necessary to accept the grant award.
Section 2. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION... Dec. 9 ............., 2020

SIGNED BY THE MAYOR... December 9 ....................., 2020

Mayor of the City of Dayton, Ohio

Attest:

Rachel Laundner

Clerk of Commission

Approved as to Form:

City Attorney
City Manager's Report

From 2390 - Planning & CD - Community Dev
Supplier, Vendor, Company, Individual
Name CityWide Development Corporation
Address 8 N. Main Street
Dayton, OH 45402

Date August 25, 2021
Expense Type Other (See Description Below)
Total Amount $155,750.00 (thru 12/31/2022)

Fund Source(s) Fund Code(s) Fund Amount(s)
FY2017-18 Community Development Block Grant (CDBG) 26301-2390-1159-31-PL1987 $155,750.00

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

Description
AGREEMENT FOR CITYWIDE DEVELOPMENT CORPORATION

The Department of Planning, Neighborhoods and Development is requesting approval to enter into an Agreement with CityWide Development Corporation in the amount of $155,750.00 for the Edgemont/Five Rivers Neighborhood Improvement Program for improvements for residents of the Edgemont neighborhood in conjunction with the construction of the Five Rivers Health Center. These funds will support the demolition of the former Edgemont Community Center and redevelopment of the site into a new neighborhood amenity that addresses unmet community goals.

This Agreement shall commence upon execution and it shall terminate on December 31, 2022.

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

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

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

X New Contract 

Renewal Contract 

Change Order

<table>
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<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
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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: $155,750.00

Fund Code 26301 - 2390 - 1159 - 31 - PL1987 - XXXX

Amount: 

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX

Attach additional pages for more FOAPALs

Vendor Name: CityWide Development Corporation

Vendor Address: 8 N. Main St. Dayton Ohio 45402

Street City State Zipcode + 4

Federal ID: 31-0821189

Commodity Code: 15500

Purpose: This program provides neighborhood improvements for residents of the Edgemont neighborhood in conjunction with the construction of the Five Rivers Health Center. The program will result in way finding and branding for neighborhood signage and the demolition of the former Edgemont Community Center and redevelopment of the site into a new neighborhood amenity that addresses unmet community goals.

Contact Person: Kyren F. Gantt

PND/Community Development

Department/Division 8/5/2021

Date

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature

Date

CF Prepared by

Date

CF/CT Number

PROCESSED BY

AUG 1 1 2021

VEHH
## 2017 Action Plan Amendment #2
### CDBG Summary

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**KEY**
- Amendment
- Substantial Amendment

---

Edgemont Neighborhood Construction of the Five Rivers Health Center
$155,750.00
# 2018 Action Plan Amendment #2 - Non-Substantial

## CDBG Summary

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**KEY A Amendment**
SA Substantial Amendment

**NOTES**

**CALCULATIONS**

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<th>Administrative Cap - 20% max</th>
<th>Public Services Cap - 15% max</th>
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4/20/2020

2018 Action Plan Amendment #2 Resource Allocation Summary
Fw: Agreement for CityWide Development Corporation

Gantt, Kyren <Kyren.Gantt@daytonohio.gov>
Wed 8/11/2021 12:56 PM
To: Asumani, Saleh <Saleh.Asumani@daytonohio.gov>

2 attachments (231 KB)

Saleh,

Please see Sarah's response. Let me know if this answers your inquiry.

Sincerely,

KYREN F. GANTT
Community Development Specialist I
Planning, Neighborhoods & Development | City of Dayton
101 West Third Street, 6th Floor | Dayton, Ohio 45402
Office 937.333.3816 | Fax 937.333.4281 | www.daytonohio.gov

From: Geist, Sarah <Sarah.Geist@daytonohio.gov>
Sent: Wednesday, August 11, 2021 12:54 PM
To: Gantt, Kyren <Kyren.Gantt@daytonohio.gov>
Subject: RE: Agreement for CityWide Development Corporation

Hi Ky,

In this folder, I've saved a copy of all of the current action plan summaries.

2017 - It's the “Con Plan Goal: Neighborhood Safety” line item for $100,000
2018 - $55,750 Of the Neighborhood Improvement Projects line item is for this project.

SARAH GEIST (she/her)
Community Development Grant Administrator
Planning, Neighborhoods, and Development | City of Dayton
101 W. Third Street, 6th Floor | Dayton, Ohio 45402
Office: 937.333.3814 | Fax: 937.333.4281 | www.daytonohio.gov

From: Gantt, Kyren <Kyren.Gantt@daytonohio.gov>
Sent: Wednesday, August 11, 2021 12:35 PM
To: Geist, Sarah <Sarah.Geist@daytonohio.gov>
Subject: Fw: Agreement for CityWide Development Corporation
Hello Sarah,

Can you please read the email traffic and assist me in getting Saleh the desired information? Thank you.

Sincerely,

Kyren F. Gantt
Community Development Specialist I

Planning, Neighborhoods & Development | City of Dayton
101 West Third Street, 6th Floor | Dayton, Ohio 45402
Office 937.333.3816 | Fax 937.333.4281 | www.daytonohio.gov

From: Asumani, Saleh <Saleh.Asumani@daytonohio.gov>
Sent: Wednesday, August 11, 2021 12:00 PM
To: Gantt, Kyren <Kyren.Gantt@daytonohio.gov>
Subject: Re: Agreement for CityWide Development Corporation

Please where is $155,750.00 coming from the 2017/2018 Action Plan allocation?

From: Gantt, Kyren <Kyren.Gantt@daytonohio.gov>
Sent: Wednesday, August 11, 2021 11:16 AM
To: Asumani, Saleh <Saleh.Asumani@daytonohio.gov>
Subject: Re: Agreement for CityWide Development Corporation

Saleh,

Please see attachment for review. Thank you!

Sincerely,

Kyren F. Gantt
Community Development Specialist I

Planning, Neighborhoods & Development | City of Dayton
101 West Third Street, 6th Floor | Dayton, Ohio 45402
Office 937.333.3816 | Fax 937.333.4281 | www.daytonohio.gov

From: Asumani, Saleh <Saleh.Asumani@daytonohio.gov>
Sent: Wednesday, August 11, 2021 10:56 AM
To: Gantt, Kyren <Kyren.Gantt@daytonohio.gov>
Subject: Agreement for CityWide Development Corporation

Hello Kyren,
Thank you for submitting CMR and agreement for Citywide Development Corporation to Financial Analysis for review. Before I can finish reviewing this packet, I would like to verify the amount allocated to this project in the 2017 Action Plan. Please forward a copy of the 2017 Action Plan to me as soon as possible.

Thank you,

Saleh
CDBG SUBRECIPIENT AGREEMENT
CITYWIDE DEVELOPMENT CORPORATION
EDGEMONT/FIVE RIVERS NEIGHBORHOOD IMPROVEMENT PROGRAM
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 called "City") and CITYWIDE DEVELOPMENT CORPORATION, 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," under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, 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 rendering place-making, public space reuse, and wayfinding improvements through the provisions of the CDBG program; and,

WHEREAS, the Program set forth herein will meet one of the Community Development Block Grant (hereinafter referred to as "CDBG") program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency; and,

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient with funds to provide place-making, public space reuse, and wayfinding improvements in the Edgemont neighborhood; and,

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described "Edgemont/Five Rivers Neighborhood Improvement Program" under the CDBG program in the 2017 and 2018 Action Plans for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Numbers B-17-MC-39-0010 and B-18-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 – Scope of Services - 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 Years 2017 and 2018 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2021 and 2022 Consolidated Annual Performance Evaluation Reports (CAPERs). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, and D – Quarterly and Cumulative Reports.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Exhibit A, the budget set forth in Exhibit B, the program monitoring schedule set forth in Exhibit C, 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. SCOPE OF SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use CDBG funds made available to the “CityWide Edgemont / Five Rivers Neighborhood Improvement Program” (“Program”) for the purpose of neighborhood improvements as more fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

ARTICLE 4. TERM OF CONTRACT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on December 31, 2022.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City’s 2017 and 2018 CDBG funds, in the amount of ONE HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($155,750.00) 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 – Program Budget, 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 Article 8 (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, sub-grants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

By executing this Agreement, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent
contractor for the City, Subrecipient shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this provision. Subrecipient shall have no authority to assume or create any obligations 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 SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00). 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 addressed as follows:

To City: City of Dayton, Ohio
Department of Planning and Community Development
101 West Third Street
Dayton, Ohio 45402
Attn: Sarah Geist
(937) 333-3814
Sarah.Geist@daytonohio.gov

To Subrecipient: CityWide Development Corporation
8 N. Main Street
Dayton, OH 45402
Attn: Karen DeMasi
(937) 853-2555
Karen.DeMasi@citywidedev.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

The 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 monthly 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 contract 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 – Scope of Services.
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 contract, 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.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of **TWO THOUSAND DOLLARS AND NO CENTS** ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29
CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. 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 contract, shall be a condition of the federal financial assistance provided under this contract 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

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).

b. **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/

c. 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.

d. 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, or who are in a position to 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 contract 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. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. **Environmental Review**

Subrecipient shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.) as it is applied at 24 CFR Part 58, including any requirements that may be imposed by the City as a result of its responsibility for environmental review, decision-making, and action under NEPA. Subrecipient will submit a copy of an Environmental Review & Assessment for each project address to the City as required in 24 CFR Part 58.

Work on a specific project address may not commence until the City of Dayton has given written notice to proceed. Requests for environmental review shall be submitted to the appropriate personnel as described in Exhibit C – Program Monitoring Schedule.

C. **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).

D. **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. HISTORIC PRESERVATION**

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the City and/or State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The City and/or State must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

**ARTICLE 12. 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 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

CITYWIDE DEVELOPMENT CORP

By: ______________
Title: President

CITYWIDE DEVELOPMENT CORP.

By: ______________
Title: Vice President

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

___________________________, 2021
Min./Bk. __________ Page _________

Clerk of the Commission
EXHIBIT A
SCOPE OF SERVICES
CITYWIDE EDGEMONT/FIVE RIVERS NEIGHBORHOOD IMPROVEMENT PROGRAM

1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the "CityWide Edgemont / Five Rivers Neighborhood Improvement Program," through December 31, 2022. This program provides neighborhood improvements for residents of the Edgemont neighborhood in conjunction with the construction of the Five Rivers Health Center.

The program will result in the demolition of the former Edgemont Community Center and redevelopment of the site into a new neighborhood amenity that addresses unmet community goals. CityWide will ensure an eligible end-use is determined prior to the demolition of the former Edgemont Community Center, and will submit all activities to City staff for review and environmental approval prior to the start of activities.

The program will also result in the creation of a place-making and wayfinding plan, including branding of the Edgemont neighborhood, signs, banners, and other place-making interventions. CityWide will continue to work with Edgemont residents, neighborhood leaders, and Five Rivers Health Center to identify the best places and interventions to meet community needs.

All construction activities, including demolition, must be prevailing wage. For all professional services, including graphic design, any asbestos inspections, and construction services, CityWide will obtain the proper competitive bids before contractors are selected.

The potential sites and activities are addressed in Exhibit E – Potentially Impacted Properties. All final sites will be reviewed and approved by City staff prior to the commencement of activity and will be reported according to the standards established in Article 10 – Reporting Procedures.

2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activity (ies) carried out under this Agreement are allowable expenses under HCDA Section 105 (a) (4) and 24 CFR 570.201 (subsections c and d), and that the activity (ies) are a provision of clearance, (CDBG Matrix Code 04 – Clearance and Demolition); public facilities and improvements (CDBG Matrix Code 03F – Neighborhood Facility); and placemaking (CDBG Matrix Codes 03 – Public Facilities and Improvements [General] and 03L – Sidewalks). The activities are available to all LMI residents within the majority-LMI Census tracts in the Edgemont neighborhood, and benefit low- and moderate-income (LMI) persons under the National Objective of Low/Mod Area (LMA) Benefit. The program will improve public facilities and neighborhood amenities, create a new neighborhood facility for residents, and increase the cohesive identity for the greater Edgemont neighborhood. Public improvements remove safety hazards, increase the quality of life and neighborhood desirability, and encourage further private investment in the Edgemont neighborhood. The provision of clearance and public facilities and improvements are considered to address the LMA National Objective per 24 CFR 570.208 (a) (1).
3. PROGRAM GUIDELINES

The Subrecipient shall use the City of Dayton CDBG funds for implementation of a Public Facilities and Improvements Program as articulated below, not to exceed ONE HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($155,750.00). The period will be through December 31, 2022 as contemplated in this agreement.

A. Public Facilities and Improvements

1. The program provides the funding, labor, and materials necessary to clear blight, and correct substandard, unsanitary, and deteriorated conditions in low- and moderate-income areas as described in Exhibit A Section 1.

2. All activity associated with the program may not begin until the environmental review process is completed.

3. Only the sites detailed in Exhibit E – Potentially Impacted Properties are eligible for the program.

4. Additional sites may be submitted in writing to the project manager for review and approval.

5. All improvements must be made within a public space and be accessible to the public. Improvements may not occur on private property.

6. An eligible reuse for the Edgemont Community Center site must be determined prior to the demolition of the former Edgemont Community Center. Work completed prior to an eligible re-use determination or without approval from City staff may result in repayment.

7. Eligible geographic areas for the program include the sites more specifically contemplated in Exhibit E.

8. Eligible beneficiaries of this program are residents within the Edgemont neighborhood, where at least 51% of the residents are earning no more than eighty percent (80%) of the Area Median Income.

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires subrecipient to submit timely and consistent performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program
outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation. The Subrecipient agrees to submit the reports detailed in Section 10, Reporting Procedures.

5. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for determination and identification of sites for place-making and wayfinding activities, development of place-making and wayfinding specifications, submission of renderings to City staff for environmental review, procurement and awarding of design services and demolition bids, placement and construction of place-making and wayfinding improvements, submission of renderings and specifications of proposed public space improvements at the former Edgemont Community Center site for City approval, neighborhood collaboration on all public improvements provided under this Agreement, compliance with all CDBG regulations, and preparation of reports to City as detailed in Section 10, Reporting Procedures and as displayed in Exhibit D - Quarterly and Cumulative Reports.

Funds will be used to address code violations, health and safety items, and incipient repair items as identified by Subrecipient. All place-making, wayfinding, demolition, and construction must be performed in accordance with local building and zoning code standards.

6. BUDGET

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

7. STAFFING

Subrecipient shall assign the following staff as Key Personnel to the “CityWide Edgemont / Five Rivers Neighborhood Improvement Program”:

<table>
<thead>
<tr>
<th>Staff Member Title</th>
<th>General Program Duties</th>
<th>Average Time Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicole Steele, Sr. Project Manager</td>
<td>This position oversees and manages aspects of organizing contractors to perform the place-making, wayfinding, and site improvement work.</td>
<td>5 hours/week</td>
</tr>
<tr>
<td>Caitlin Jacob, Planner</td>
<td>This position interfaces with the residents of the Edgemont Neighborhood to prioritize placemaking efforts.</td>
<td>5 hours / week</td>
</tr>
</tbody>
</table>

Any changes in the Key Personnel assigned, their general responsibilities, or their average time allocation 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 – Program Budget. 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 wishes to communicate to the City
10. Signature of Subrecipient's Chief Financial Officer

B. Supporting Documentation

Subrecipient shall collect, maintain, and submit the following documentation and information with invoices for payment. For Project administration invoicing, the Subrecipient will include the number of hours worked on the program/project funded, and a summary of work performed by employee during the time for which payment was made. For supplies and materials invoicing, the documentation and information shall include an invoice from vendor or company detailing the item(s)/services purchased and a copy of Contractor's check showing that Subrecipient paid the vendor for goods/services.

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

In order to ensure that program participants and activities meet the program eligibility criteria, subrecipient must record the name, address, sex and age of homeowner, the number of people in the household, total household income, racial and ethnic data of household members, a description of work and services to be performed for homeowner, a signed agreement with homeowner, work specifications, and proof of payment to contractor(s).

The following financial records related to the payment of salaries and fringes for operational staff should be included in the project file 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

Subrecipient will maintain case files, including the above information for a period of not less than four years after completion of the program and all affordability requirements. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article 8 of the Agreement.

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. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the Project Manager and will be retained for 5 years beyond the terms of the contract. The Sub-recipient agrees to submit the following reports.

A. Quarterly Progress Reports

Subrecipient agrees to submit on the fifteenth (15th) day of each quarter, beginning with October 15, 2021, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous quarter. The Quarterly Progress Report must detail, at a minimum, the following information per reporting period:

1. The number of sites where activity occurred;
2. The location/address for each site where activity occurred;
3. A brief summary of the work completed at each site;
4. The selection of access type for activity completed; and

A copy of the Quarterly Report is included in Exhibit D – Quarterly and Cumulative Reports.

B. Cumulative Reports
The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than January 15, 2022 and January 16, 2023. A copy of the Cumulative Report is included in Exhibit D – Quarterly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional 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 Subrecipient’s activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

11. COMMUNICATIONS

All notices and correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article 7 of the Agreement.

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EXHIBIT B
PROGRAM BUDGET

<table>
<thead>
<tr>
<th>CDBG Funds</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City of Dayton 2017 and 2018 CDBG Funds</strong></td>
<td></td>
</tr>
<tr>
<td>Placemaking &amp; Wayfinding</td>
<td>$100,387.50</td>
</tr>
<tr>
<td>Demolition &amp; Site Re-use</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>Administration</td>
<td>$23,362.50</td>
</tr>
<tr>
<td><strong>Total CDBG Funds</strong></td>
<td><strong>$155,750.00</strong></td>
</tr>
<tr>
<td><strong>Total Program Funds:</strong></td>
<td><strong>$155,750.00</strong></td>
</tr>
</tbody>
</table>

Requests for payment of eligible expenses will be associated with the line items as stated above. Expenses for eligible costs incurred after contract execution date may be invoiced and shall be paid upon execution of this agreement.

This budget may only be modified through formal written amendment approved by the City and Subrecipient.

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EXHIBIT C
CDBG PROGRAM MONITORING SCHEDULE

Grantee: City of Dayton Department of Planning and Community Development

Subrecipient: CityWide Development Corp

Project/Program: CityWide Edgemont / Five Rivers Neighborhood Improvement Program

<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>As specific activities warrant</td>
<td>Pete Thornburgh or designated staff</td>
</tr>
<tr>
<td>Historic Properties Protection Review</td>
<td>As specific activities warrant</td>
<td>Designated staff</td>
</tr>
<tr>
<td>On-Site Monitoring Visit</td>
<td>As warranted by Annual Risk Assessment</td>
<td>Sarah Geist 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) | As specific activities warrant | Project Manager or designated staff |
| Acquisition and Relocation Compliance                        | Not Applicable                       |                                      |
| Housing Rehabilitation Guidelines                             | As specific activities warrant       | Sarah Geist or designated staff      |
| Economic Development Guidelines                               | Not Applicable                       |                                      |

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EXHIBIT D
QUARTERLY AND CUMULATIVE REPORTS

Quarterly Report

Project Name: CityWide Edgemont / Five Rivers Neighborhood Improvement Program
Subrecipient: CityWide Development Corp.
Action Plan Year: 2021

1. Was the project completed during the current reporting period? _____ YES _____ NO
   1a. If YES, indicate completion date. _______________________
   1b. If NO, please provide a brief description of the Subrecipient’s plan to complete the project and an estimated timeframe for completion.

2. Total number of sites improved: _______________________

3. Location of sites improved (including ZIP)  
   Must match #2  
   Add additional rows as necessary
   1. __________________________________________________
   2. __________________________________________________
   3. __________________________________________________
   4. __________________________________________________
   5. __________________________________________________
4. 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 or boundary. (Attach additional documentation, if necessary.)

5. Of the Total Sites Served, the Number of Sites with:

<table>
<thead>
<tr>
<th></th>
<th># of Sites</th>
</tr>
</thead>
<tbody>
<tr>
<td>New access to this type of Public Facility or</td>
<td></td>
</tr>
<tr>
<td>Infrastructure Improvement</td>
<td></td>
</tr>
<tr>
<td>Improved access to this type of Public Facility</td>
<td></td>
</tr>
<tr>
<td>or Infrastructure Improvement</td>
<td></td>
</tr>
<tr>
<td>Access to Public Facility or Infrastructure that</td>
<td></td>
</tr>
<tr>
<td>is No Longer Substandard</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
Annual Cumulative Report & Post Agreement Report

Project Name: CityWide Edgemont / Five Rivers Neighborhood Improvement Program
Subrecipient: CityWide Development Corp.
Action Plan Year: 2021
Reporting Period: January 1 – December 31, 2021

1. Does the project generate program income (PI)? _____ YES _____ NO
   PI is defined as the proceeds from the sale of real estate purchased through CDBG, income
   generate from fees or charges assessed for a CDBG-funded service, or loan repayments from a
   revolving loan program funded with CDBG dollars

   1a. If YES, how much PI was received during reporting period? $_________

   1b. Program Income balance as of report date: $_________

2. Does the project utilize any funding other than the CDBG allocation? _____YES _____NO

2a. If YES, indicate the source, type (Federal, State, Local, or Private), and the amount.

<table>
<thead>
<tr>
<th>Source</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Was the project completed during the current reporting period? _____ YES _____ NO

   3a. If YES, indicate completion date. _______________________

   3b. If NO, please provide a brief description of the Subrecipient's plan to complete the
       project and an estimated timeframe for completion.


4. Total number of sites improved: ______________________

5. Location of sites improved (including ZIP)  
   *Add additional rows as necessary*  
   *Must match #4*

   1. ______________________

   2. ______________________

   3. ______________________

   4. ______________________

   5. ______________________

6. 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 or boundary. (Attach additional documentation, if necessary.)

7. Of the Total Sites Served, the Number of Sites with:

<table>
<thead>
<tr>
<th></th>
<th># of Sites</th>
</tr>
</thead>
<tbody>
<tr>
<td>New access to this type of Public Facility or Infrastructure Improvement</td>
<td></td>
</tr>
<tr>
<td>Improved access to this type of Public Facility or Infrastructure Improvement</td>
<td></td>
</tr>
<tr>
<td>Access to Public Facility or Infrastructure that is No Longer Substandard</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>


33
EXHIBIT E
POTENTIALLY IMPACTED PROPERTIES

Five Rivers / Edgemont CDBG Possible Sign Locations

10

11 Edgemont Potential Demo & Redevelopment Site

10/8/2020

CITYWIDE ©
<table>
<thead>
<tr>
<th>Map ID</th>
<th>Address</th>
<th>Owner</th>
<th>Parcel/Other ID</th>
<th>Activity</th>
<th>Owner Description</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Steward St. at Cincinnati St. to I-75</td>
<td>City of Dayton</td>
<td>Pole ID D2029, D5401, D5488, D5489</td>
<td>Installation of Banners</td>
<td>Installation of Banners</td>
<td>City-owned street light poles</td>
</tr>
<tr>
<td>2</td>
<td>Stewart Street at I-75 to Morehouse</td>
<td>City of Dayton</td>
<td>Pole ID D2921, D5487, D5801, D5802, D5804, D5810, D5814, D5815</td>
<td>Installation of Banners</td>
<td>Installation of Banners</td>
<td>City-owned street light poles</td>
</tr>
<tr>
<td>3</td>
<td>SW Corner of Campbell &amp; Stewart St.</td>
<td>City of Dayton</td>
<td>R72 10208 0044, R72 10208 0045, R72 10208 0047, R72 10208 0048, R72 10208 0050, R72 10208 0051, R72 10208 0057</td>
<td>Gateway installation</td>
<td>Gateway installation</td>
<td>Directional signage to Edgemont Solar Garden and Five Rivers Health Center, a federally qualified health care center. Row near property at the corner near Burger King.</td>
</tr>
<tr>
<td>4</td>
<td>Stewart St. under I-75</td>
<td>City of Dayton</td>
<td>R72 10212 0041</td>
<td>Placemaking</td>
<td>Placemaking</td>
<td>Placemaking</td>
</tr>
<tr>
<td>5</td>
<td>617 Miami Chapel</td>
<td>City of Dayton</td>
<td>R72 13706 0014</td>
<td>Wayfinding</td>
<td>Wayfinding</td>
<td>Placemaking</td>
</tr>
<tr>
<td>6</td>
<td>1420 Cincinnati St.</td>
<td>City of Dayton</td>
<td>Pole ID</td>
<td>Placemaking</td>
<td>Placemaking</td>
<td>Placemaking</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>PID</td>
<td>City</td>
<td>Purpose</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------</td>
<td>--------------------------</td>
<td>-----------------</td>
<td>--------------------------------</td>
<td>--------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1725 S. Broadway</td>
<td>R72 13605 0002</td>
<td>City of Dayton</td>
<td>Placemaking</td>
<td>Replace existing Edgemont sign in front of pump station</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Intersection of Nicholas Rd. &amp;</td>
<td>R72 16903 0006 (K_PID R72 16903 0003), R72 13501 0001</td>
<td>City of Dayton</td>
<td>Placemaking</td>
<td>Placemaking at one of the corners, likely SE corner.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Danner Ave.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>At Stewart St. and Danner Ave.</td>
<td>Either in public right of way, on pole or on R72 10403 0078 (owned by MCLB)</td>
<td>COD ROW / Montgomery County Landbank</td>
<td>Placemaking</td>
<td>Some type of signage at this intersection – TBD</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>907 Miami Chapel</td>
<td>R72 10310 0001, R72 10306 0030 R72 10306 0040 (0041-0045) R72 10306 0029 R72 10306 0028 R72 10306 0027 R72 10306 0025, R72 10306 0026</td>
<td>City of Dayton</td>
<td>Demolition and improvement of fire damaged building, possible signage and new construction of small structure.</td>
<td>Former community center.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>919 Miami Chapel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>820 Latham</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>824 Latham</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>830 Latham</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>832 Latham</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>NW corner of Stewart and</td>
<td>ROW</td>
<td>ROW</td>
<td>Gateway</td>
<td>See attached</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cincinnati</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION

Authorizing the Acceptance of the Fiscal Year 2020 Assistance to Firefighters Grant in the Amount of One Hundred Nine Thousand One Hundred Thirty-Six Dollars and Thirty-Six Cents ($109,136.36) by the Federal Emergency Management Agency ("FEMA"), Authorizing the Required Matching Funds in the Amount of Ten Thousand Nine Hundred Thirteen Dollars and Sixty-Four Cents ($10,913.64), and Declaring an Emergency.

WHEREAS, The Federal Emergency Management Agency ("FEMA") administers the Assistance to Firefighters Grant ("AFG"); and,

WHEREAS, Section 36.10 of the Revised Code of General Ordinances of the City of Dayton authorizes the City Manager to submit grant applications on behalf of the City of Dayton ("City"); and,

WHEREAS, The City submitted a grant application to FEMA concerning the acquisition of fourteen (14) new thermal imaging cameras for use by the Dayton Fire Department; and,

WHEREAS, FEMA approved the City’s grant application and awarded the City AFG in the amount of One Hundred Nine Thousand One Hundred and Thirty-Six Dollars and Thirty-Six Cents ($109,136.36) subject to the City’s acceptance; and,

WHEREAS, Acceptance of the AFG requires the City to contribute Ten Thousand Nine Hundred Thirteen Dollars and Sixty-Four Cents ($10,913.64) in matching funds towards the acquisition of the fourteen (14) new thermal imaging cameras, for the total approved budget of One Hundred Twenty Thousand Fifty Dollars and Zero Cents ($120,500.00); and

WHEREAS, the AFG must be accepted within (30) days, and for the immediate preservation of the public peace, property, health and safety it is necessary that this Resolution take effect at the earliest possible date; now therefore,

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

Section 1. That the City Manager, or her designee, is authorized and directed on behalf of the City to execute any and all documents and agreement, which are necessary to accept the AFG in the amount of One Hundred Nine Thousand One Hundred Thirty-Six Dollars and Thirty-Six Cents ($109,136.36) from FEMA.

Section 2. That the City Manager, or her designee, is authorized and directed on behalf of the City to encumber funds in the amount of Ten Thousand Nine Hundred Thirteen Dollars and Sixty-Four Cents ($10,913.64) as matching funds, and to execute any necessary contracts or other documents in connection with the acceptance of the AFG and expenditure of the matching funds.
Section 3. That for 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....................., 2021

SIGNED BY THE MAYOR.............................., 2021

MAYOR CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:
Award Letter

Effective date: 05/28/2021

Kevin Kuntz
DAYTON, CITY OF
300 N MAIN ST
DAYTON, OH 45402
EMW-2020-FG-11378

Dear Kevin Kuntz,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $109,136.36 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $10,913.64 for a total approved budget of $120,050.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate
Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant
Recipient: DAYTON, CITY OF
DUNS number: 094457806
Award number: EMW-2020-FG-11378

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient’s project or projects submitted as part of the recipient’s application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program’s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):
<table>
<thead>
<tr>
<th>Object Class</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fringe benefits</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$120,050.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>$0.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Indirect charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Federal</td>
<td>$109,136.36</td>
</tr>
<tr>
<td>Non-federal</td>
<td>$10,913.64</td>
</tr>
<tr>
<td>Total</td>
<td>$120,050.00</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Approved scope of work**

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA’s prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

**Approved request details:**

**Equipment**
Thermal Imaging Camera (Must be NFPA 1801 Compliant)

DESCRIPTION
The DFD currently has 14 aging (non-compliant) thermal imaging cameras that are becoming increasingly unreliable, and we don’t have funding to keep them all operational. We are experiencing camera failures, charging issues, and viewing screen deteriorations. This request is to replace those 14 unreliable and non-compliant cameras with new NFPA 1801 compliant devices. This project was thoroughly evaluated through a risk/needs assessment, and this pricing was determined to be the lowest through obtaining multiple quotes and checking Ohio State term BID pricing. This request is deemed a High Priority per the FY2020 AFG NOFO, and is the absolute minimum amount necessary to provide safe and reliable equipment for our firefighters.

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>BUDGET CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost 1</td>
<td>14</td>
<td>$8,575.00</td>
<td>$120,050.00</td>
</tr>
</tbody>
</table>
Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant
Recipient: DAYTON, CITY OF
DUNS number: 094457806
Award number: EMW-2020-FG-11378

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Article Americans with Disabilities Act of 1990
Article Best Practices for Collection and Use of Personally Identifiable Information
Article Civil Rights Act of 1964 – Title VI
Article Civil Rights Act of 1968
Article Copyright
Article Debarment and Suspension
Article Drug-Free Workplace Regulations
Article Duplication of Benefits
Article Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article Energy Policy and Conservation Act
Article False Claims Act and Program Fraud Civil Remedies
Article Federal Debt Status
Article Federal Leadership on Reducing Text Messaging while Driving
Article Fly America Act of 1974
Article Hotel and Motel Fire Safety Act of 1990
Article Limited English Proficiency (Civil Rights Act of 1964, Title VI)
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Article 1  Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.
Article 2  
**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3  
**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4  
**Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5  
**Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6  
**Americans with Disabilities Act of 1990**

Article 7  
**Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article 8  
**Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9  Civil Rights Act of 1968
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10  Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11  Debarment and Suspension
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12  Drug-Free Workplace Regulations

Article 13  Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14  Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX  
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15  Energy Policy and Conservation Act  
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16  False Claims Act and Program Fraud Civil Remedies  
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 17  Federal Debt Status  
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18  Federal Leadership on Reducing Text Messaging while Driving  
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19  Fly America Act of 1974  
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20  Hotel and Motel Fire Safety Act of 1990

Article 21  Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited-and-additional-resources on http://www.lep.gov.

Article 22  Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23  National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24  Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25  Non-Supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26  Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27  Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28  Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29  Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30  Reporting of Matters Related to Recipient Integrity and Performance
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31  Reporting Subawards and Executive Compensation
Recipients are required to comply with the requirements set forth in the
government-wide award term on Reporting Subawards and Executive
Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is
incorporated here by reference in the award terms and conditions.

Article 32  SAFECOM
Recipients receiving federal financial assistance awards made under programs
that provide emergency communication equipment and its related activities
must comply with the SAFECOM Guidance for Emergency Communication
Grants, including provisions on technical standards that ensure and enhance
interoperable communications.

Article 33  Terrorist Financing
Recipients must comply with E.O. 13224 and U.S. laws that prohibit
transactions with, and the provisions of resources and support to, individuals
and organizations associated with terrorism. Recipients are legally responsible
to ensure compliance with the Order and laws.

Article 34  Trafficking Victims Protection Act of 2000 (TVPA)
Recipients must comply with the requirements of the government-wide financial
assistance award term which implements Section 106(g) of the Trafficking
7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is
incorporated here by reference.

Article 35  Universal Identifier and System of Award Management
Recipients are required to comply with the requirements set forth in the
government-wide financial assistance award term regarding the System for
Award Management and Universal Identifier Requirements located at 2 C.F.R.
Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36  USA PATRIOT Act of 2001
Recipients must comply with requirements of Section 817 of the Uniting and
Strengthening America by Providing Appropriate Tools Required to Intercept
and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56,
which amends 18 U.S.C. §§ 175-175c.

Article 37  Use of DHS Seal, Logo and Flags
Recipients must obtain permission from their DHS FAO prior to using the DHS
seal(s), logos, crests or reproductions of flags or likenesses of DHS agency
officials, including use of the United States Coast Guard seal, logo, crests or
reproductions of flags or likenesses of Coast Guard officials.
Article 38  Whistleblower Protection Act

Article 39  Acceptance of Post Award Changes
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 40  Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41  Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
Article 42  Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
### Obligating document

<table>
<thead>
<tr>
<th>1. Agreement No.</th>
<th>EMW-2020-FG-11378</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Amendment No.</td>
<td>N/A</td>
</tr>
<tr>
<td>3. Recipient No.</td>
<td>316000175</td>
</tr>
<tr>
<td>4. Type of Action</td>
<td>AWARD</td>
</tr>
<tr>
<td>5. Control No.</td>
<td>WX00641N2021T</td>
</tr>
<tr>
<td>6. Recipient Name and Address</td>
<td>DAYTON, CITY OF 300 N MAIN ST DAYTON, OH 45402</td>
</tr>
<tr>
<td>7. Issuing FEMA Office and Address</td>
<td>Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646</td>
</tr>
<tr>
<td>8. Payment Office and Address</td>
<td>FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742</td>
</tr>
<tr>
<td>9. Name of Recipient Project Officer</td>
<td>Kevin Kuntz</td>
</tr>
<tr>
<td>9a. Phone No.</td>
<td>9373334508</td>
</tr>
<tr>
<td>10. Name of FEMA Project Coordinator</td>
<td>Assistance to Firefighters Grants Grant Program</td>
</tr>
<tr>
<td>10a. Phone No.</td>
<td>1-866-274-0960</td>
</tr>
<tr>
<td>11. Effective Date of This Action</td>
<td>05/28/2021</td>
</tr>
<tr>
<td>12. Method of Payment</td>
<td>OTHER - FEMA GO</td>
</tr>
<tr>
<td>13. Assistance Arrangement</td>
<td>COST SHARING</td>
</tr>
<tr>
<td>14. Performance Period</td>
<td>06/04/2021 to 06/03/2023 Budget Period 06/04/2021 to 06/03/2023</td>
</tr>
</tbody>
</table>

15. Description of Action a. (Indicate funding data for awards or financial changes)

<table>
<thead>
<tr>
<th>Program Name Abbreviation</th>
<th>Assistance Listings No.</th>
<th>Accounting Data(ACCS Code)</th>
<th>Prior Total Award</th>
<th>Amount Awarded This Action+ or (-)</th>
<th>Current Total Award</th>
<th>Cumulative Non-Federal Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFG</td>
<td>97.044</td>
<td>2021-F0-GB01-P410-xxxx-4101-D</td>
<td>$0.00</td>
<td>$109,136.36</td>
<td>$109,136.36</td>
<td>$10,913.64</td>
</tr>
</tbody>
</table>

**Totals**

- $0.00
- $109,136.36
- $109,136.36
- $10,913.64

b. To describe changes other than funding data or financial changes, attach schedule and check here:

N/A

16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

This field is not applicable for digitally signed grant agreements.
<table>
<thead>
<tr>
<th>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. FEMA SIGNATORY OFFICAL (Name and Title)</td>
<td>DATE</td>
</tr>
<tr>
<td>Christopher Logan, Acting Assistant Administrator Grant Programs Directorate</td>
<td>05/28/2021</td>
</tr>
</tbody>
</table>
August 17, 2021

TO: Shelley Dickstein  
City Manager  
City Manager’s Office

FROM: Jeff Lykins  
Director and Chief  
Department of Fire

SUBJECT: 2020 Assistance to Firefighters Grant Award Resolution

Attached for your review and presentation to the City Commission is a resolution authorizing the City Manager to accept a Grant Award from the Federal Emergency Management Agency for the 2020 Firefighters Assistance Grant (AFG) in the amount of $109,136.36.

The Dayton Fire Department (DFD) applied for and on July 30, 2021 was awarded the 2020 AFG grant to purchase fourteen (14) new thermal imaging cameras.

This award must be accepted within 30 days; therefore, DFD is requesting that this resolution be added to the August 25, 2020 City Commission for both readings in order to accept this grant before the deadline.

If you have any questions, please contact Kevin Kuntz at x4508 or at kevin.kuntz@daytonohio.gov.

JL/kmk

Attachments: Resolution, Grant Award letter

c: Mr. Parlette  
Ms. Lofton  
DFD Command Staff  
Mr. Kuntz  
file
February 1, 2021

TO: Shelley Dickstein  
   City Manager  
   City Manager's Office

FROM: Jeff Lykins  
       Director and Chief  
       Fire Department

SUBJECT: FY2020 Assistance to Firefighters Grant EMW-2020-FG-11378

I am requesting permission to apply for the above referenced FEMA Assistance to Firefighters Grant (AFG). The deadline for submission to the funding agency is February 12, 2021.

The City of Dayton's contribution would be ten percent (10%) or $10,913.64. We intend to use this grant to replace fourteen (14) aging and unreliable thermal imaging cameras. The DFD utilizes thermal imaging cameras on all frontline suppression apparatus, and this equipment is essential for the safety of our personnel and the citizens of the City of Dayton. These cameras have many uses, but they are primarily used to search for victims and pinpoint a fire's location in a structure.

Please contact me should you require additional information.

JL/mr

C: Mr. Parlette, Ms. Lofton, DFD Command Staff, Mr. Kuntz, File
GRANT APPLICATION APPROVAL FORM

Date: 02/01/2021

Department/Division: Department of Fire, Strategic Programs and Safety

Submitting Application: Department of Fire, Strategic Programs and Safety

Project Title: FY2020 FEMA Assistance to Firefighters Grant (AFG) Thermal Imaging Cameras

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.)

Brief Description of Project:
The Dayton Fire Department (DFD) conducted a risk analysis/needs assessment. In conducting this assessment, we concluded that our most significant risk and need for our personnel and community is the replacement of fourteen (14) thermal imaging cameras (TICs). The $120,050 specified in this FEMA Assistance to Firefighters Grant funding request would replace our current cameras which are non-compliant and becoming unreliable and costly to repair. Additionally, the new cameras that will be purchased, if given an award, will bring the DFD into compliance with NFPA 1801 (Standard on Thermal Imagers for the Fire Service). These TICs are a noted High Priority on the FY2020 NOFO document, and would provide our firefighters with essential equipment necessary to enhance safety for the department and the citizens of the City of Dayton.

Name and phone of staff person to be called when signed application is ready: Assistant Chief Mike Rice Ext. 4504

Name of staff person responsible for this grant: Assistant Chief Mike Rice Ext. 4504

Deadline for submission to funding agency: February 12, 2021

When will grant award decision be made? (Estimate if necessary) April 30, 2021

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>AGENCY/FUNDING SOURCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fed</td>
<td>$109,136.36</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>City of Dayton</td>
<td>$10,913.64</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$120,050.00</td>
<td></td>
</tr>
</tbody>
</table>

(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] 2/1/2021

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: Diane T. Shannon Date: Feb 9, 2021

Director of Finance (IF CASH MATCH IS REQUIRED): C. LaSalle Wilson Date: Feb 11, 2021

City Manager’s Office: C. LaSalle Wilson Date:
We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date.

**Applicant information**

Please provide the following additional information about the department or organization applying for this grant.

**Applicant name (i.e., fire department name)**

Dayton Fire Dep't

**Main address of location impacted by this grant**

Main address 1

300 North Main St

Main address 2 (Optional)

City

Dayton

State/territory

Zip code

45402

Zip extension

1208

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Montgomery

**Applicant characteristics**
The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

**Applicant type**

☐ Yes
☐ No

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

☐ Yes
☐ No

**What kind of organization do you represent?**

☐ 240

How many active firefighters does your department have who perform firefighting duties?

☐ 0

How many of your active firefighters are trained to the level of Firefighter I or equivalent?

☐ 240

How many of your active firefighters are trained to the level of Firefighter II or equivalent?

☐ Yes
☐ No

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)
Meets NFPA or 1582 standard

Meets NTSB or DOT standard

Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?

299

Does your department have a Community Paramedic program?

☐ Yes

☐ No

How many personnel are trained to the Community Paramedic level?

2

How many stations are operated by your department?

12

Does your organization protect critical infrastructure of the state?

☐ Yes

☐ No

Please describe the critical infrastructure protected below.

... ...

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

☐ Yes

☐ No
Operating budget

What is your organization's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Operating budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$40,163,600</td>
</tr>
<tr>
<td>2020</td>
<td>$43,523,900</td>
</tr>
<tr>
<td>2019</td>
<td>$42,872,800</td>
</tr>
</tbody>
</table>

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

89%

Does your department have any rainy day reserves, emergency funds, or capital outlay?

☐ Yes
☐ No
<table>
<thead>
<tr>
<th></th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>99 %</td>
<td>99 %</td>
<td>99 %</td>
</tr>
<tr>
<td>Bond issues</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>EMS billing</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Grants</td>
<td>1 %</td>
<td>1 %</td>
<td>1 %</td>
</tr>
<tr>
<td>Donations</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Fund drives</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Fee for service</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Other</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Totals</td>
<td>100 %</td>
<td>100 %</td>
<td>100 %</td>
</tr>
</tbody>
</table>

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization’s financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization’s intent to apply for an Economic Hardship Waiver?

Yes
Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

☐ Yes

☐ No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

☐ Yes

☐ No

Please provide an explanation for other funding sources in the space provided below.

Applicant and community trends

Please provide the following additional information about the applicant.

<table>
<thead>
<tr>
<th>Injuries and fatalities</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?</td>
<td>4</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?</td>
<td>14</td>
<td>11</td>
<td>33</td>
</tr>
</tbody>
</table>
### Injuries and fatalities

What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fatalities</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Injuries</td>
<td>6</td>
<td>21</td>
<td>34</td>
</tr>
</tbody>
</table>

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

### Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero.

<table>
<thead>
<tr>
<th>Type or class of vehicles</th>
<th>Number of frontline apparatus</th>
<th>Number of reserve apparatus</th>
<th>Number of seated riding positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface</td>
<td>8</td>
<td>6</td>
<td>32</td>
</tr>
<tr>
<td>Ambulances for transport and/or emergency response</td>
<td></td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>Tankers or tenders (water capacity of 1,000 gallons or more)</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Type or class of vehicles</td>
<td>Number of frontline apparatus</td>
<td>Number of reserve apparatus</td>
<td>Number of seated riding positions</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------------</td>
<td>------------------------------</td>
<td>-----------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint</td>
<td>4</td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td>Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit</td>
<td>2</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
</tbody>
</table>

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?
- [ ] Yes
- [x] No

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

Community description
Please provide the following additional information about the community your organization serves.

**Type of Jurisdiction Served**

What type of community does your organization serve?

What is the square mileage of your first due response zone/jurisdiction served?

What percentage of your primary response area is protected by hydrants?

What percentage of your primary response area is for the following:

<table>
<thead>
<tr>
<th>Percentage (must sum to 100%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture, wildland, open space, or undeveloped properties</td>
</tr>
<tr>
<td>Commercial and industrial purposes</td>
</tr>
<tr>
<td>Residential purposes</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

What is the permanent resident population of your first due response zone/jurisdiction served?

Do you have a seasonal increase in population?
Yes  No

Please describe your organization and/or community that you serve.

Call volume

Please provide the total number of incidents that your organization responded to for each year of the previous three year period (Jan - Dec). Include only those alarms which your organization was a primary responder and not second due or giving Mutual Aid.

Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g. a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).

Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

<table>
<thead>
<tr>
<th>Summary of responses per year per category</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFIRS Series 100: Fire</td>
<td>1069</td>
<td>816</td>
<td>785</td>
</tr>
<tr>
<td>NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)</td>
<td>51</td>
<td>18</td>
<td>14</td>
</tr>
</tbody>
</table>
### Summary of responses per year per category

<table>
<thead>
<tr>
<th>Category</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFIRS Series 300: Rescue &amp; Emergency Medical Service Incident</td>
<td>27812</td>
<td>20411</td>
<td>20121</td>
</tr>
<tr>
<td>NFIRS Series 400: Hazardous Condition (No Fire)</td>
<td>608</td>
<td>682</td>
<td>676</td>
</tr>
<tr>
<td>NFIRS Series 500: Service Call</td>
<td>1785</td>
<td>705</td>
<td>533</td>
</tr>
<tr>
<td>NFIRS Series 600: Good Intent Call</td>
<td>3182</td>
<td>1529</td>
<td>1424</td>
</tr>
<tr>
<td>NFIRS Series 700: False Alarm &amp; False Call</td>
<td>2044</td>
<td>2004</td>
<td>1880</td>
</tr>
<tr>
<td>NFIRS Series 800: Severe Weather &amp; Natural Disaster</td>
<td>10</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>NFIRS Series 900: Special Incident Type</td>
<td>52</td>
<td>179</td>
<td>171</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>36613</td>
<td>26344</td>
<td>25614</td>
</tr>
</tbody>
</table>

**Fire**

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.
<table>
<thead>
<tr>
<th>How many responses per year per category?</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Of the NFIRS Series 100 calls, how many are &quot;Structure Fire&quot; (NFIRS Codes 111-123)?</td>
<td>467</td>
<td>356</td>
<td>382</td>
</tr>
<tr>
<td>Of the NFIRS Series 100 calls, how many are &quot;Vehicle Fire&quot; (NFIRS Codes 130-138)?</td>
<td>166</td>
<td>150</td>
<td>141</td>
</tr>
<tr>
<td>Of the NFIRS Series 100 calls, how many are &quot;Vegetation Fire&quot; (NFIRS Codes 140-143)?</td>
<td>68</td>
<td>84</td>
<td>66</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>701</strong></td>
<td><strong>590</strong></td>
<td><strong>589</strong></td>
</tr>
</tbody>
</table>

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

<table>
<thead>
<tr>
<th>Total acreage per year</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the total acreage of all vegetation fires?</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

**Rescue and emergency medical service incidents**

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.
<table>
<thead>
<tr>
<th>How many responses per year per category?</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Of the NFIRS Series 300 calls, how many are &quot;Motor Vehicle Accidents&quot; (NFIRS Codes 322-324)?</td>
<td>1374</td>
<td>1830</td>
<td>1803</td>
</tr>
<tr>
<td>Of the NFIRS Series 300 calls, how many are &quot;Extrications from Vehicles&quot; (NFIRS Code 352)?</td>
<td>37</td>
<td>92</td>
<td>104</td>
</tr>
<tr>
<td>Of the NFIRS Series 300 calls, how many are &quot;Rescues&quot; (NFIRS Codes 300, 351, 353-381)?</td>
<td>2851</td>
<td>116</td>
<td>88</td>
</tr>
<tr>
<td>How many EMS-BLS Response Calls?</td>
<td>13837</td>
<td>12135</td>
<td>6239</td>
</tr>
<tr>
<td>How many EMS-ALS Response Calls?</td>
<td>12224</td>
<td>8276</td>
<td>13882</td>
</tr>
<tr>
<td>How many EMS-BLS Scheduled Transports?</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>How many EMS-ALS Scheduled Transports?</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>How many Community Paramedic Response Calls?</td>
<td>171</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>30294</td>
<td>22452</td>
<td>21916</td>
</tr>
</tbody>
</table>

**Mutual and automatic aid**
### How many responses per year by category?
Enter whole numbers only. If you have no calls for any of the categories, enter 0.

<table>
<thead>
<tr>
<th>How many responses per year per category?</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many times did your organization receive Mutual Aid?</td>
<td>443</td>
<td>565</td>
<td>381</td>
</tr>
<tr>
<td>How many times did your organization receive Automatic Aid?</td>
<td>496</td>
<td>650</td>
<td>648</td>
</tr>
<tr>
<td>How many times did your organization provide Mutual Aid?</td>
<td>400</td>
<td>282</td>
<td>241</td>
</tr>
<tr>
<td>How many times did your organization provide Automatic Aid?</td>
<td>418</td>
<td>76</td>
<td>47</td>
</tr>
<tr>
<td>Of the Mutual and Automatic Aid responses, how many were structure fires?</td>
<td>447</td>
<td>306</td>
<td>318</td>
</tr>
</tbody>
</table>

### Total

2204  1909  1633

### Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to $50,000 in federal resources.
- [x] Yes
- [ ] No

**Instructions**

If you intend to request funds for an activity, you must answer all of the activity specific questions and specify at least one budget item budget object class information. The cost figures you provide do not have to be firm quotes from your vendors, but they should be...
estimated based on research of current prices (i.e., check with at least two vendors for your estimates). If you do not have these estimates, you can come back and modify this area at any point before you submit your application to DHS. The Assistance to Firefighters Grant Program does not allow for any grant funds to be used for construction. Select grant writer fee when adding an activity if there is a grant-writing fee associated with the preparation of the request.

**Grand total: $120,050.00**

**Program area: Operations and safety**

**Total requested for Equipment activity: $120,050.00**

Please add the projects and items in your application for equipment. For each item you want funded, provide the requested information. Note: the unit price amount should reflect any volume discounts, rebates, etc. The option to select additional funding is available when adding items to support your request.

**Narrative**

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will perform the second phase of the applications' evaluations by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information.

You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting but you can expand the size of the narrative block. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs.

**Project Description and Budget:** Clearly explain the organization's project objectives and the relationship to your organization's budget (e.g., personnel, equipment, contracts, etc.) and risk analysis by providing statistics to justify the needs. Describe the
various activities to be implemented, including program priorities or facility modifications, to include details on how these are consistent with project objectives, your organization’s mission and national, state, and/or local requirements. Provide details that link the proposed expenses to operations and safety, as well as to the completion of the project’s goals.

Cost Benefit: Describe how you plan to address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets. The Operations and Safety Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The request should also be consistent with your organization’s mission and identify how funding will benefit your organization and affected personnel.

Statement of Effect on Operations: Explain how this funding request will enhance the organization’s overall effectiveness. Describe how the grant award will improve daily operations and reduce the organization’s risk(s) including how frequently the requested item(s) will be used and in what capacity. Indicate how the requested item(s) will help the community and increase the organization’s ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.
<table>
<thead>
<tr>
<th>Item</th>
<th>CloseThermal Imaging Camera</th>
<th>Must be NFPA 1801 Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>QUANTITY</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>UNIT PRICE</td>
<td>$8,575.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$120,050.00</td>
<td></td>
</tr>
<tr>
<td>Budget class</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Generally, the equipment purchased under this grant program will:

Specify the age of equipment in years:

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g., compliance with NFPA, OSHA, etc.? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No
Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

☐ Yes  ☐ No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

☐ Yes  ☐ No

**Grant request summary**

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

**Grant request summary**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number of items</th>
<th>Total cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>1</td>
<td>$120,050.00</td>
</tr>
<tr>
<td>Total</td>
<td>1</td>
<td>$120,050.00</td>
</tr>
</tbody>
</table>

Is your proposed project limited to one or more of the following activities: Planning and development of policies or processes, Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

☐ Yes  ☐ No

**Budget summary**
### Budget summary

<table>
<thead>
<tr>
<th>Object class categories</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fringe benefits</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$120,050.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>$0.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total direct charges</strong></td>
<td><strong>$120,050.00</strong></td>
</tr>
<tr>
<td>Indirect charges</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$120,050.00</strong></td>
</tr>
</tbody>
</table>

### Non-federal resources

<table>
<thead>
<tr>
<th>Applicant</th>
<th>$10,913.64</th>
</tr>
</thead>
<tbody>
<tr>
<td>Object class categories</td>
<td>Total</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Other sources</td>
<td>$0</td>
</tr>
<tr>
<td>Remarks</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Federal and Non-federal resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal resources</td>
</tr>
<tr>
<td>Non-federal resources</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

| Program income | $0 |

**Contact information**

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

- [ ] Yes
- [ ] No
Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

Thomas Rice
Assistant Chief

thomas.rice@daytonohio.gov
Primary phone
9373334504
Work
Additional phones
9372322062
Mobile
Fax

Assurances and certifications

SF-LLL: Disclosure of Lobbying Activities

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL

Review application

Please select any of the following links to view or edit a particular section of your application. You may submit your application for signature once your application is complete and without any errors.

This application is ready to submit for signature

Submit this application for final signature to complete the application submission process.

SAM.gov profile
Applicant information
Applicant characteristics
Operating budget
Community description
Applicant and community trends
Call volume
Grant request details
Grant request summary
Budget summary

Submit for signature
Please describe the critical infrastructure protected below.

Dayton is the primary source of most of the region's water supply and sits above one of the largest aquifers (1.5 Trillion Gallons) in the Midwest. The City of Dayton Water Department provides drinking water to 400,000 residents in the region. The DFD protects a well field area that serves all of Montgomery County and portions of surrounding counties as well as several major rivers. A portion of this well field protection area also lies within the boundaries of Wright Patterson Air Force Base, which is located adjacent to the City of Dayton. Safeguarding this critical infrastructure is a major concern for our region.

The Dayton Fire Department has several highly critical transportation resources in our first-due response area. D.F.D. provides support and response to the Dayton International Airport, which is the third largest airport in Ohio. There are two major thoroughfares, I-75 and U.S. 35, that run directly through the city with a combined average daily traffic count of 177,000 vehicles. There are also several inter-modal freight railroad terminals and switching yards within the city in use daily by numerous trains transporting goods across the county. Dayton also hosts many major natural gas delivery pipelines as well as petroleum transmission lines supplying both local petroleum storage farms and other areas throughout southwest Ohio.

The Dayton Fire Department directly protects four major hospitals, which include Miami Valley, Grandview, Dayton Children's, and the Dayton VA Hospital Complex, and are essential to the health of the community. The D.F.D. also has established mutual aid agreements for response to two neighboring hospitals, Wright Patterson AFB and Kettering Medical Center. Residing with the city limits are various historical and art districts to include performing arts centers, museums, and Carillon Historical Park. Additional critical infrastructure includes two major colleges/universities, housing, and sports arenas (University of Dayton and Sinclair Community College).

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

Once an industrial and manufacturing leader, the City of Dayton economy has been devastated by the floundering US auto industry and multiple large businesses' loss. The population in the City of Dayton has declined 46% from its all-time high. This population loss, coupled with the loss of major employers such as the National Cash Register (NCR), the Mead Paper Company, and General Motors (GM), plays a significant role in the city's economic challenges. Over the
last twenty years, the population has declined 16%, and fire department staffing was reduced by 25%, yet the DFD's annual run volume has increased 19%. The department continuously faces an uphill battle to provide more services with less money and fewer personnel.

Income in Dayton also lags far behind most of the rest of the country. For example, Dayton's median household income is about $31,395, 42% lower than the State of Ohio and 50% lower than the US as a whole. Even more troubling, Dayton's poverty rate is 32.1%, compared to 13.9% for Ohio and 11.8% for the country. The Social Vulnerability Index (SVI) for many Dayton neighborhoods is significantly higher than national averages. These numbers lend to income tax revenue constraints, which is the source for the majority of the city's budget.

2019 was a challenging and taxing year for Dayton. Numerous unprecedented events caused significant financial strain on the city. A massive water main break caused a catastrophic loss of water pressure in the city's pumping system in February. This break caused a loss of more than 1,000,000 gallons of water, and the outage impacted 400,000 customers in Dayton and Montgomery County. Then in May, a racial hate group held a rally in downtown Dayton. This unfortunate event caused the city to expend $650,000 on preparations, safety, and security to keep its residents safe. On May 27, 2019, fifteen tornadoes ripped through the Miami Valley, including an F-4 twister that caused devastation throughout the city and business community. Then on August 4, 2019, a gunman opened fire in the heart of the Dayton entertainment district, killing nine innocent people and wounding 27 others. This again caused additional, unbudgeted, financial strain which was out of the city's control.

In 2020, the COVID-19 pandemic caused a loss of tax revenues for Dayton and yielded massive unemployment in the region. The loss of tax revenue had a direct negative impact on the City of Dayton’s general fund, which is the main funding source for the fire department. The fire department made many concessions, including the loss of personnel, in 2020. The adverse effects from the pandemic continue to strain the city’s financial position. The DFD incurred a $3.3 million budget reduction in 2021 (compared to the 2020 budget).

In response to these financial constraints, the Dayton Fire Department has taken steps to reduce personnel costs by "browning out" (in service only when regular staffing allows) an engine company to minimize the need for overtime. DFD is also facing with an aging infrastructure; its fire stations' average age is 54 years old, which is contributing to increased maintenance and repairs. These efforts to reduce overtime and control expenditures have allowed the DFD to sustain its operations and leave minimal budget for unplanned expenses such as the needed replacement of our aging thermal imaging cameras. DFD's 2021 operating budget is $40.2 million, with the majority (89.8%) covering personnel wages. The remaining budget of 10.2%
for Contracts and Materials is used for fire fleet repairs, regional dispatch fees, PPE repair and replacement, fuel, etc.

We have attempted to secure funding through our contract and materials budget but have been unsuccessful. Without federal financial assistance, it will not be possible to replace our aging thermal imaging cameras, which is necessary to enhance our firefighters and citizens' safety.

Please provide an explanation for other funding sources in the space provided below.

We received an FY2019 FEMA AFG grant last year to purchase (4) cardiac monitors to replace old monitors that were no longer supported by the FDA. We are in the process of purchasing, training personnel and deploying the monitors. We are compliant with the prescribed period of performance.

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

The City of Dayton is a metropolitan area with a population of more than 140,000 citizens within a 57 square mile area. The city has been facing significant economic challenges over the past decade (dramatically over the past two years). It has a large vulnerable demographic population of low income, violent crime, drug use, and at-risk population. Due to the low economic factors and significant budget cuts to all city departments over the past decade, the Dayton Fire Department is facing new risks of increased vacant structures, substantial arson fires within the urban setting with multiple direct exposures, fires in medium to high-risk occupancies, and reduced resources to respond to these ever-growing risks.

Furthermore, from 2000-2020, the Dayton Fire Department has seen a 19% increase in annual call volume, with no increase in resources to respond to these new emergencies. Additionally, the number of working structure fires has dramatically increased over the past few years. In 2020, the DFD responded to 467 working structure fires, a 24% increase over 2019. The new risks of demographic changes, and lack of resources combined with an increased call volume and demand for services place our firefighters and citizens at significant risk when valuable resources or equipment are not available.

Please describe your organization and/or community that you serve.
The City of Dayton Fire Department is a modern, metropolitan fire department with an overall personnel strength of 325 members. The men and women of this organization proudly serve a community of approximately 141,500 citizens and the over one-hundred thousand that visit the city throughout the year for festivals, riverfront activities, cultural arts, religious ceremonies, and sporting events. The fire department operates out of 12 fire stations, a training center, headquarters, and a fire fleet garage, covering 57 square miles, with an annual call volume of approximately 36,000 emergency calls for service. The department is funded primarily from the city's general fund with a 2021 annual operating budget of $40,000,000. Daily staffing consists of the following frontline apparatus: 8 Engines, 4 Ladders, 7 Medics, 2 District Chiefs, and 1 Incident Support Unit (ISU). Due to ongoing budgetary constraints, the 8th engine will at times be "browned out" and not staffed, leaving only 7 frontline engines during certain time periods.

As an all-hazards mitigation emergency response agency, the department engages a comprehensive response capability for the following disciplines of Fire, E.M.S., Technical Rescue, Special Operations, Tactical E.M.S., Community Paramedicine, Emergency Planning, and Regional Haz-Mat (the D.F.D. staffs the Regional Hazardous Materials Team that responds to Montgomery, Greene, and portions of Miami County). The DFD strives to protect people, their property, and the environment through emergency response, fire and safety education, and accident prevention programs.

The Dayton Fire Training Center consists of administrative offices, classrooms, a live burn building, six-story training tower, flashover simulator, natural gas training pad, and other training props used by the D.F.D., Dayton Police, F.B.I., National Guard, College and High School Fire Science programs, and numerous other regional fire departments. The Community Services bureau consists of an Arson Investigation Unit and a Fire Prevention team that works tirelessly to promote a safer environment for our citizens and fire and E.M.S. personnel.

Dayton is also the base for Ohio Task Force-1, FEMA's Urban Search and Rescue (USAR) Team for Ohio. D.F.D. provides an A.L.S. medic unit at all University of Dayton Football and Basketball games and numerous special events held throughout the year. The department coordinates a robust Metropolitan Medical Response System (MMRS), which provides assistance and planning aid to an eight-county region, and we are pivotal members of the Miami Valley Fire/E.M.S. Alliance, a regional council of governments that provides assistance and planning aid to their eighteen fire department members. Additionally, we work closely with the Greater Miami Valley E.M.S. Council and the Greater Dayton Area Hospital Association to develop, write and administer regional E.M.S. standing orders.
The City of Dayton is the sixth-largest city in Ohio; it is the largest city in and the county seat of Montgomery County. Dayton is situated within the Miami Valley region of Ohio, just north of the Cincinnati/Northern Kentucky metropolitan area. The Dayton, Ohio metro area has a population of approximately 800,000 people. Dayton participates in five Automatic Mutual Aid Response (AMAR) agreements and participates in a regional Mutual Aid pact covering ten counties and 98 fire departments.

**Project Description and Budget:** Clearly explain the organization's project objectives and the relationship to your organization's budget (e.g., personnel, equipment, contracts, etc.) and risk analysis by providing statistics to justify the needs. Describe the various activities to be implemented, including program priorities or facility modifications, to include details on how these are consistent with project objectives, your organization's mission and national, state, and/or local requirements. Provide details that link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

The Dayton Fire Department is seeking funding for a critically needed, long overdue upgrade to our fleet of Thermal Imaging Cameras (TICs). Due to aging infrastructure and a high number of vacant structures, the DFD handles a disproportionately high volume of working fires for a typical city of our size, and the tactical enhancements and safety improvements brought by this project will be highly tangible and immediate. The project for this funding request includes 14 new NFPA 1801 compliant Thermal Imaging Cameras that will be deployed to our 12 frontline fire suppression apparatus, as well as our department's Health & Safety Officer (1) and our Training Division (1). NFPA 1801 compliant TICs are noted to be a "High" priority in the AFG Program NOFO document, and our department has diligently focused our efforts for this funding request on delivering the most cost-effective project with the greatest immediate impact on our tactical fireground operations every day.

The current fleet of Thermal Imaging Cameras in the DFD has been in place since 2012, and frequently repairs, short battery life, small viewing screens, and various other shortcomings of these aging cameras have led to a widespread loss of confidence in the concept and practice of thermal imaging among our rank-and-file members. The AFG Program NOFO designates Thermal Imaging Cameras in the "short" age category of 5-7 years, and the TICs being replaced through this funding request are 9 years old. Our ability to keep up with repairs, battery reconditioning, and general wear-and-tear on these high-use equipment items has gradually made thermal imaging in our department a source of significant challenge. Replacement of the TIC fleet within the DFD would take many years if conducted in a piecemeal fashion with 1-2 cameras per year, and that approach would lead to significant crossover challenges of battery styles, varying tactical capability, and irregular deployment across front-line fire companies.
This funding request represents the absolute minimum amount necessary to accomplish this critical equipment upgrade with no additional “extras” or associated items beyond the basic components of TIC deployment. The $120,050 project cost includes the 14 NFPA 1801-compliant cameras ($8,500/unit), apparatus mounting bracket / charger, a 5-year sealed battery for each unit, warranty, and retractable lanyard ($75/unit) for ease of deployment. While the general operation of these updated cameras will be familiar to our members as a result of being of a similar style and manufacturer, the most cost-effective vendor quote that will be used for this project also includes up to 3 days of training (1 for each platoon), and includes the costs for shipping. All overhead costs, subsequent training, inventory tracking, and continued logistical management of the TIC program will be absorbed internally by our existing Training Division staff. The DFD is committed to budgeting the 10% cost-share match of $10,913.64 for this project in 2021, but has been continually unable to identify capital or operating funds for the overall replacement plan. This lean and streamlined funding request has been carefully crafted to maximize the cost/benefit factor for “High Priority” AFG funding, and will greatly enhance our department’s tactical capabilities and personnel safety for a very reasonable cost in comparison to our department size.

Cost Benefit: Describe how you plan to address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets. The Operations and Safety Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The request should also be consistent with your organization's mission and identify how funding will benefit your organization and affected personnel.

The deployment plan for these 14 new Thermal Imaging Cameras is very deliberate to have a maximum effect for minimum cost. The Dayton Fire Department’s 12 front-line fire suppression apparatus will receive the new cameras, with 1 additional camera being deployed to the DFD Health & Safety Officer’s vehicle and 1 other being assigned to the department’s Training Division for new recruit training and to serve as a “loaner” to front-line apparatus as needed. We have obtained multiple price quotes to ensure the most competitive financial package, and the costs for training provided by the manufacturer and for shipping are all included in the total project cost of $120,050. The per-unit cost of $8,575 includes the NFPA 1801 compliant camera, apparatus-mounted charger, 5-year sealed battery, warranty, and retractable lanyard. The style of TIC intended for purchase through this project is similar in size and operation to our current fleet of imagers, meaning that the operation of the new cameras will be intuitive for our members and the benefits of the updated technology will be realized immediately. Dayton Fire Department’s current fleet of TICs is nearing 10 years old, and increasing frequency of repairs, unreliable image quality, and regular battery failures have all had a negative impact on daily operations.
This project was carefully selected to be closely aligned with the AFG Program's mission of delivering maximum benefit for the most reasonable financial commitment. If funded, this TIC update for the Dayton Fire Department will have an immediate and dramatic impact on our frontline operations. Confidence in TIC use by our rank-and-file members that has eroded over time will be rapidly restored, and overall life safety on the fireground will increase significantly. The $120,050 project cost is modest and reasonable for a department of our size, and is as streamlined and efficient as we can possibly make it. This project directly affects all frontline suppression operations in our city, as well as in the inner-ring suburbs immediately surrounding Dayton that engage our fire suppression resources daily through the mutual aid and AMAR (Automatic Mutual Aid Response) response matrix for our region.

The City of Dayton's current population is approximately 140,000, making the per capita cost for this request well less than one dollar ($0.86/citizen). The Dayton Fire Department is able to budget for committing the 10% cost share for this project ($10,913.64), but continually decreasing fiscal allotments to the annual Contracts & Materials budgetary lines have consistently led to this critical equipment update not qualifying for internal funding.

Statement of Effect on Operations: Explain how this funding request will enhance the organization's overall effectiveness. Describe how the grant award will improve daily operations and reduce the organization's risk(s) including how frequently the requested item(s) will be used and in what capacity. Indicate how the requested item(s) will help the community and increase the organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

The implementation of NFPA 1801 compliant Thermal Imaging Cameras (TICs) into Dayton Fire Department operations will have an immediate and widespread impact on incident responses across the City of Dayton every day. Over the past three years, the DFD has handled an average of over 400 working structural fires each year, in addition to thousands more automatic fire alarms, smoke investigations, and other fire-related incidents. Hand-held TICs are carried by DFD company officers responding to these many fire incidents daily as part of the officer's minimum personal tool/equipment compliment. However, the poor image quality, small viewing screens, and unreliability of our aging TIC inventory has led to decreased utilization of this critical technology. The incorporation of modern, NFPA-compliant TICs will dramatically enhance the information-gathering of the 360 size-ups performed by our company officers upon arrival at fire incidents. Additionally, the improved functionality and image clarity will
maximize the effectiveness of each crew as the officer directs the path of travel in zero-visibility conditions.

The Dayton Fire Department prides itself on having an aggressive search culture and placing an extremely high premium on the life safety of our Citizens. This commitment to life safety extends even to our many Citizens in less-than-ideal circumstances who find themselves homeless and occupying vacant and abandoned structures. Fire reports to Dispatch in these situations are often delayed, and modern thermal imaging capabilities are even more critical to ensure reasonable risk vs. benefit decision-making upon arrival. Updating our thermal imaging capabilities will further that mission through more expedient task completion of the primary search, an improvement in our company officers’ capacity to directly observe crew members operating in adverse conditions on the interior, and a heightened ability for crews operating on the exterior (RTT, Health & Safety Officer, etc.) to closely monitor thermal conditions during the progression of the incident. Tactical decisions based on high-quality thermal intelligence are simply more reliable and accurate, and searches conducted with thermal imaging capability are inherently rapid and effective.

One of the most frequently cited contributing factors in firefighter fatality incidents investigated by NIOSH is a lack of an adequate risk assessment. Risk assessment in the early stages of a working fire incident is closely intertwined with a thorough 360 size-up; and no tool in the arsenal of the modern fire service can enhance a 360 size-up like a high-quality thermal imaging camera in the hands of a well-trained company officer. The members of the Dayton Fire Department take extraordinary pride in efficient and effective tactical fireground operations, and they are more than ready for this update to modern, NFPA 1801 compliant thermal imaging capabilities. These new cameras will be used every day, and will have an impact beginning on the day they are delivered. This project is an investment in our members and an investment in our Citizens; they both deserve it. Thank you very much for your consideration, and for taking the time to serve as a Peer Reviewer.

Description

The DFD currently has 14 aging (non-compliant) thermal imaging cameras that are becoming increasingly unreliable, and we don’t have funding to keep them all operational. We are experiencing camera failures, charging issues, and viewing screen deteriorations. This request is to replace those 14 unreliable and non-compliant cameras with new NFPA 1801 compliant devices. This project was thoroughly evaluated through a risk/needs assessment, and this pricing was determined to be the lowest through obtaining multiple quotes and checking Ohio State term BID pricing. This request is deemed a High Priority per the FY2020 AFG NOFO, and is the absolute minimum amount necessary to provide safe and reliable equipment for our firefighters.
BNY MELLON

Fax Cover Sheet

Date: Thursday, February 11, 2021 9:19:30 AM

TO:
Name: Jennifer Hill
Company: 
Fax No.: 19373334291
Phone No.: 

Number of pages: 01

From:
Name: Sue Tilton
Fax No.: 
Phone No.: 

Comments:

Confidentiality Note: This transmission may contain privileged or confidential information which is intended for the addressee. If you have received this fax in error, please notify us by telephone immediately. Thank You.
February 1, 2021

TO: Shelley Dickstein  
City Manager  
City Manager's Office

FROM: Jeff Lykins  
Director and Chief  
Fire Department

SUBJECT: FY2020 Assistance to Firefighters Grant EMW-2020-FG-11378

I am requesting permission to apply for the above referenced FEMA Assistance to Firefighters Grant (AFG). The deadline for submission to the funding agency is February 12, 2021.

The City of Dayton's contribution would be ten percent (10%) or $10,913.64. We intend to use this grant to replace fourteen (14) aging and unreliable thermal imaging cameras. The DFD utilizes thermal imaging cameras on all frontline suppression apparatus, and this equipment is essential for the safety of our personnel and the citizens of the City of Dayton. These cameras have many uses, but they are primarily used to search for victims and pinpoint a fire's location in a structure.

Please contact me should you require additional information.

JL/mr

c: Mr. Parlette, Ms. Lofton, DFD Command Staff, Mr. Kuntz, File
GRANT APPLICATION APPROVAL FORM

Date: 02/01/2021

Department/Division: Department of Fire, Strategic Programs and Safety

Project Title: FY2020 FEMA Assistance to Firefighters Grant (AFG) Thermal Imaging Cameras

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 Dayton Fire Department (DFD) conducted a risk analysis/needs assessment. In conducting this assessment, we concluded that our most significant risk and need for our personnel and community is the replacement of fourteen (14) thermal imaging cameras (TICs). The $120,050 specified in this FEMA Assistance to Firefighters Grant funding request would replace our current cameras which are non-compliant and becoming unreliable and costly to repair. Additionally, the new cameras that will be purchased, if given an award, will bring the DFD into compliance with NFPA 1801 (Standard on Thermal Imagers for the Fire Service). These TICs are noted High Priority on the FY2020 NOFO document, and would provide our firefighters with essential equipment necessary to enhance safety for the department and the citizens of the City of Dayton.

Name and phone of staff person to be called when signed application is ready: Assistant Chief Mike Rice Ext. 4504

Name of staff person responsible for this grant: Assistant Chief Mike Rice Ext. 4504

Deadline for submission to funding agency: February 12, 2021

When will grant award decision be made? (Estimate if necessary) April 30, 2021

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>AGENCY/FUNDING SOURCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fed</td>
<td>$109,136.36</td>
<td>$</td>
</tr>
<tr>
<td>State</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>City of Dayton</td>
<td>$10,913.64</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$120,050.00</td>
<td></td>
</tr>
</tbody>
</table>

(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] Date: 2/1/2021

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.

Diane T. Shannon Date: Feb 9, 2021
Director, Department of Procurement, Management & Budget

Director of Finance (IF CASH MATCH IS REQUIRED) Date: 

City Manager’s Office Date: 

Fed. 172
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 10,913.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 10,913.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
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<td>Increase Encumbrance</td>
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<tr>
<td>Decrease Encumbrance</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
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NO DRAFT DOCUMENTS PERMITTED

<table>
<thead>
<tr>
<th>Required Documentation</th>
<th></th>
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<tbody>
<tr>
<td>Initial City Manager's Report</td>
<td></td>
</tr>
<tr>
<td>Initial Certificate of Funds</td>
<td></td>
</tr>
<tr>
<td>Initial Agreement/Contract</td>
<td></td>
</tr>
<tr>
<td>Copy of City Manager's Report</td>
<td></td>
</tr>
<tr>
<td>Copy of Original Certificate of Funds</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$ 10,913.64</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>10000 - 6340 - 1301 - 71 -</td>
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<tr>
<td></td>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Amount:</th>
<th></th>
</tr>
</thead>
<tbody>
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<td>Fund Code</td>
<td>XXXX - XXXX - XXXX - XXXX - XXXX</td>
</tr>
<tr>
<td></td>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

Attach additional pages for more POAPALs

Vendor Name: City of Dayton
Vendor Address: 101 W. Third Street Dayton OH 45402 Street City State Zipcode + 4

Federal ID: 31-6000175
Commodity Code: 22029
Purpose: Matching funds for 2020 Assistance to Firefighters Grant. The City of Dayton will receive $109,136.36 from FEMA for the purchase of fourteen (14) thermal imaging cameras.

Contact Person: Assistant Chief Thomas Rice
Fire Department
Department/Division
Date: 2/2/2021

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

CF Prepared by Date CF/CT Number

Finance Department

October 18, 2011
Fiscal Year (FY) 2020 Assistance to Firefighters Grants

Application ID: EMW-2020-FG-11378

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

DAYTON, CITY OF
Information current from SAM.gov as of: 01/29/2021
DUNS (includes DUNS+4): 094457806
Employer Identification Number (EIN): 316000175
Organization legal name: DAYTON, CITY OF
Organization (doing business as) name:
Mailing address: 300 N MAIN ST DAYTON, OH 45402-1208
Physical address: 300 N MAIN ST DAYTON, OH 45402-1208
Is your organization delinquent on any federal debt? N
SAM.gov registration status: Active as of 01/27/2021
We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date.

**Applicant information**

Please provide the following additional information about the department or organization applying for this grant.

**Applicant name (i.e., fire department name)**
Dayton Fire Dept.

**Main address of location impacted by this grant**

Main address 1
300 North Main St.

Main address 2 Optional

City
Dayton

State/territory

Zip code
45402

Zip extension
1208

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?
Montgomery

**Applicant characteristics**
The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

**Applicant type**

* [ ]

**Is this grant application a regional request?** A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

- [ ] Yes
- [ ] No

**What kind of organization do you represent?**

* [ ]

**How many active firefighters does your department have who perform firefighting duties?**

240

**How many of your active firefighters are trained to the level of Firefighter I or equivalent?**

0

**How many of your active firefighters are trained to the level of Firefighter II or equivalent?**

240

**Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?**

- [ ] Yes
- [ ] No

**Which of the following standards does your organization meet regarding physicals?** If physicals are not required then do not select any option. (optional)
Meets NFPA or 1582 standard

Meets NTSB or DOT standard

Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?

299

Does your department have a Community Paramedic program?

☐ Yes

☐ No

How many personnel are trained to the Community Paramedic level?

☐ 2

How many stations are operated by your department?

12

Does your organization protect critical infrastructure of the state?

☐ Yes

☐ No

Please describe the critical infrastructure protected below.

☐

☐

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

☐ Yes

☐ No
Operating budget

What is your organization’s operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

<table>
<thead>
<tr>
<th>Current Fiscal Year</th>
<th>Operating budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$40,183,600</td>
</tr>
<tr>
<td>2020</td>
<td>$43,523,900</td>
</tr>
<tr>
<td>2019</td>
<td>$42,872,800</td>
</tr>
</tbody>
</table>

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

- 89%

Does your department have any rainy day reserves, emergency funds, or capital outlay?

- Yes
- No
<table>
<thead>
<tr>
<th>What percentage of the declared operating budget is derived from the following</th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>99 %</td>
<td>99 %</td>
<td>99 %</td>
</tr>
<tr>
<td>Bond issues</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>EMS billing</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Grants</td>
<td>1 %</td>
<td>1 %</td>
<td>1 %</td>
</tr>
<tr>
<td>Donations</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Fund drives</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Fee for service</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>Other</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
</tbody>
</table>

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

- Yes

- No


☐ No

**Other funding sources**
This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?
☐ Yes
☐ No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?
☐ Yes
☐ No

*Please provide an explanation for other funding sources in the space provided below.*

---

**Applicant and community trends**

*Please provide the following additional information about the applicant.*

<table>
<thead>
<tr>
<th>Injuries and fatalities</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?</td>
<td>14</td>
<td>11</td>
<td>33</td>
</tr>
</tbody>
</table>
### Injuries and fatalities

What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?

<table>
<thead>
<tr>
<th>Year</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?

<table>
<thead>
<tr>
<th>Year</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6</td>
<td>21</td>
<td>34</td>
</tr>
</tbody>
</table>

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

### Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero.

#### Type of class of vehicles

Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface

<table>
<thead>
<tr>
<th>Type of vehicle</th>
<th>Number of frontline apparatus</th>
<th>Number of reserve apparatus</th>
<th>Number of seated riding positions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8</td>
<td>6</td>
<td>32</td>
</tr>
</tbody>
</table>

Ambulances for transport and/or emergency response

<table>
<thead>
<tr>
<th>Type of vehicle</th>
<th>Number of frontline apparatus</th>
<th>Number of reserve apparatus</th>
<th>Number of seated riding positions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7</td>
<td>7</td>
<td>14</td>
</tr>
</tbody>
</table>

Tankers or tenders (water capacity of 1,000 gallons or more)
<table>
<thead>
<tr>
<th>Type or class of vehicles</th>
<th>Number of frontline apparatus</th>
<th>Number of reserve apparatus</th>
<th>Number of seated riding positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint</td>
<td>4</td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td>Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit</td>
<td>2</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
</tbody>
</table>

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?
- ☐ Yes
- ☑ No

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

---

**Community description**
Please provide the following additional information about the community your organization serves.

**Type of jurisdiction served**

**What type of community does your organization serve?**

**What is the square mileage of your first due response zone/jurisdiction served?**

| 57 |

**What percentage of your primary response area is protected by hydrants?**

| 95 |

**What percentage of your primary response area is for the following:**

| Agriculture, wildland, open space, or undeveloped properties | 5 |
| Commercial and industrial purposes | 35 |
| Residential purposes | 60 |

**Total**

| 100 |

**What is the permanent resident population of your first due response zone/jurisdiction served?**

| 141527 |

**Do you have a seasonal increase in population?**
☐ Yes
☐ No

Please describe your organization and/or community that you serve.

Call volume

Please provide the total number of incidents that your organization responded to for each year of the previous three year period (Jan-Dec). Include only those alarms which your organization was a primary responder and not second due or giving Mutual Aid.

Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g. a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).

Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

<table>
<thead>
<tr>
<th>Summary of responses per year per category</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFIRS Series 100: Fire</td>
<td>1069</td>
<td>816</td>
<td>785</td>
</tr>
<tr>
<td>NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)</td>
<td>51</td>
<td>18</td>
<td>14</td>
</tr>
<tr>
<td>Summary of responses per year per category</td>
<td>2020</td>
<td>2019</td>
<td>2018</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>NFIRS Series 300: Rescue &amp; Emergency Medical Service Incident</td>
<td>27812</td>
<td>20411</td>
<td>20121</td>
</tr>
<tr>
<td>NFIRS Series 400: Hazardous Condition (No Fire)</td>
<td>608</td>
<td>682</td>
<td>675</td>
</tr>
<tr>
<td>NFIRS Series 500: Service Call</td>
<td>1785</td>
<td>705</td>
<td>533</td>
</tr>
<tr>
<td>NFIRS Series 600: Good Intent Call</td>
<td>3182</td>
<td>1529</td>
<td>1424</td>
</tr>
<tr>
<td>NFIRS Series 700: False Alarm &amp; False Call</td>
<td>2044</td>
<td>2004</td>
<td>1890</td>
</tr>
<tr>
<td>NFIRS Series 800: Severe Weather &amp; Natural Disaster</td>
<td>10</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>NFIRS Series 900: Special Incident Type</td>
<td>52</td>
<td>179</td>
<td>171</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>36613</strong></td>
<td><strong>26344</strong></td>
<td><strong>25614</strong></td>
</tr>
</tbody>
</table>

**Fire**

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.
<table>
<thead>
<tr>
<th>How many responses per year per category?</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Of the NFIRS Series 100 calls, how many are &quot;Structure Fire&quot; (NFIRS Codes 111-123)?</td>
<td>467</td>
<td>356</td>
<td>362</td>
</tr>
<tr>
<td>Of the NFIRS Series 100 calls, how many are &quot;Vehicle Fire&quot; (NFIRS Codes 130-138)?</td>
<td>166</td>
<td>150</td>
<td>141</td>
</tr>
<tr>
<td>Of the NFIRS Series 100 calls, how many are &quot;Vegetation Fire&quot; (NFIRS Codes 140-143)?</td>
<td>68</td>
<td>84</td>
<td>66</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>701</td>
<td>590</td>
<td>589</td>
</tr>
</tbody>
</table>

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

<table>
<thead>
<tr>
<th>Total acreage per year</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the total acreage of all vegetation fires?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Rescue and emergency medical service incidents**

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.
<table>
<thead>
<tr>
<th>How many responses per year per category?</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Of the NFIRS Series 300 calls, how many are &quot;Motor Vehicle Accidents&quot; (NFIRS Codes 322-324)?</td>
<td>1374</td>
<td>1820</td>
<td>1603</td>
</tr>
<tr>
<td>Of the NFIRS Series 300 calls, how many are &quot;Extrications from Vehicles&quot; (NFIRS Code 352)?</td>
<td>37</td>
<td>92</td>
<td>104</td>
</tr>
<tr>
<td>Of the NFIRS Series 300 calls, how many are &quot;Rescues&quot; (NFIRS Codes 300, 351, 353-381)?</td>
<td>2851</td>
<td>116</td>
<td>88</td>
</tr>
<tr>
<td>How many EMS-BLS Response Calls?</td>
<td>13637</td>
<td>12135</td>
<td>6239</td>
</tr>
<tr>
<td>How many EMS-ALS Response Calls?</td>
<td>12224</td>
<td>8276</td>
<td>13882</td>
</tr>
<tr>
<td>How many EMS-BLS Scheduled Transports?</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>How many EMS-ALS Scheduled Transports?</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>How many Community Paramedic Response Calls?</td>
<td>171</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>30294</td>
<td>22452</td>
<td>21916</td>
</tr>
</tbody>
</table>

**Mutual and automatic aid**
How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

<table>
<thead>
<tr>
<th>How many responses per year per category?</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many times did your organization receive Mutual Aid?</td>
<td>443</td>
<td>565</td>
<td>381</td>
</tr>
<tr>
<td>How many times did your organization receive Automatic Aid?</td>
<td>496</td>
<td>680</td>
<td>646</td>
</tr>
<tr>
<td>How many times did your organization provide Mutual Aid?</td>
<td>400</td>
<td>282</td>
<td>241</td>
</tr>
<tr>
<td>How many times did your organization provide Automatic Aid?</td>
<td>418</td>
<td>76</td>
<td>47</td>
</tr>
<tr>
<td>Of the Mutual and Automatic Aid responses, how many were structure fires?</td>
<td>447</td>
<td>306</td>
<td>318</td>
</tr>
</tbody>
</table>

Total: 2204, 1909, 1633

Grant request details
Are you requesting a Micro Grant? A Micro Grant is limited to $50,000 in federal resources.

- Yes
- No

Instructions
If you intend to request funds for an activity, you must answer all of the activity specific questions and specify at least one budget item budget object class information. The cost figures you provide do not have to be firm quotes from your vendors, but they should be...
Grand total: $120,050.00

Program area: Operations and safety

Total requested for Equipment activity: $120,050.00

Please add the projects and items in your application for equipment. For each item you want funded, provide the requested information. Note: the unit price amount should reflect any volume discounts, rebates, etc. The option to select additional funding is available when adding items to support your request.

Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will perform the second phase of the applications’ evaluations by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information.

You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting but you can expand the size of the narrative block. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs.

Project Description and Budget: Clearly explain the organization’s project objectives and the relationship to your organization’s budget (e.g., personnel, equipment, contracts, etc.) and risk analysis by providing statistics to justify the needs. Describe the
various activities to be implemented, including program priorities or facility modifications, to include details on how these are consistent with project objectives, your organization's mission and national, state, and/or local requirements. Provide details that link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

Cost Benefit: Describe how you plan to address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets. The Operations and Safety Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The request should also be consistent with your organization's mission and identify how funding will benefit your organization and affected personnel.

Statement of Effect on Operations: Explain how this funding request will enhance the organization's overall effectiveness. Describe how the grant award will improve daily operations and reduce the organization's risk(s) including how frequently the requested item(s) will be used and in what capacity. Indicate how the requested item(s) will help the community and increase the organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.
Close Thermal Imaging Camera (Must be NFPA 1801 Compliant)

<table>
<thead>
<tr>
<th>Item</th>
<th></th>
</tr>
</thead>
</table>

**QUANTITY**

14

**UNIT PRICE**

$8,575.00

**TOTAL**

$120,050.00

**Budget class**

- 

**Description**

- 

Generally, the equipment purchased under this grant program will:

Specify the age of equipment in years:

9

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).
- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?
- Yes
- No

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

**Grant request summary**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number of items</th>
<th>Total cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>1</td>
<td>$120,050.00</td>
</tr>
<tr>
<td>Total</td>
<td>1</td>
<td>$120,050.00</td>
</tr>
</tbody>
</table>

Is your proposed project limited to one or more of the following activities: Planning and development of policies or processes, Management, administrative, or personnel actions, Classroom-based training, Acquisition of mobile and portable equipment (not involving installation) on or in a building.
- Yes
- No

Budget summary
## Budget summary

<table>
<thead>
<tr>
<th>Object class categories</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fringe benefits</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$120,050.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>$0.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total direct charges</strong></td>
<td><strong>$120,050.00</strong></td>
</tr>
</tbody>
</table>

| Indirect charges         | $0.00       |

| TOTAL                   | **$120,050.00** |

## Non-federal resources

| Applicant               | $10,913.64   |
Object class categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Other sources</td>
<td>$0</td>
</tr>
<tr>
<td>Remarks</td>
<td></td>
</tr>
</tbody>
</table>

Total Federal and Non-federal resources

<table>
<thead>
<tr>
<th>Resource</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal resources</td>
<td>$109,136.36</td>
</tr>
<tr>
<td>Non-federal resources</td>
<td>$10,913.64</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$120,050.00</td>
</tr>
</tbody>
</table>

Program income $0

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

- [ ] Yes
- [ ] No
Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

Thomas Rice
Assistant Chief
thomas.rice@daytonohio.gov
Primary phone
9373334504
Work
Additional phones
9372320062
Mobile
Fax

Assurances and certifications

SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2022 View burden statement

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL

Review application

Please select any of the following links to view or edit a particular section of your application. You may submit your application for signature once your application is complete and without any errors.

This application is ready to submit for signature

Submit this application for final signature to complete the application submission process.

SAM.gov profile
Applicant information
Applicant characteristics
Operating budget
Community description
Applicant and community trends
Call volume
Grant request details
Grant request summary
Budget summary
Please describe the critical infrastructure protected below.

Dayton is the primary source of most of the region's water supply and sits above one of the largest aquifers (1.5 Trillion Gallons) in the Midwest. The City of Dayton Water Department provides drinking water to 400,000 residents in the region. The DFD protects a well field area that serves all of Montgomery County and portions of surrounding counties as well as several major rivers. A portion of this well field protection area also lies within the boundaries of Wright Patterson Air Force Base, which is located adjacent to the City of Dayton. Safeguarding this critical infrastructure is a major concern for our region.

The Dayton Fire Department has several highly critical transportation resources in our first-due response area. D.F.D. provides support and response to the Dayton International Airport, which is the third largest airport in Ohio. There are two major thoroughfares, I-75 and U.S. 35, that run directly through the city with a combined average daily traffic count of 177,000 vehicles. There are also several inter-modal freight railroad terminals and switching yards within the city in use daily by numerous trains transporting goods across the county. Dayton also hosts many major natural gas delivery pipelines as well as petroleum transmission lines supplying both local petroleum storage farms and other areas throughout southwest Ohio.

The Dayton Fire Department directly protects four major hospitals, which include Miami Valley, Grandview, Dayton Children's, and the Dayton VA Hospital Complex, and are essential to the health of the community. The D.F.D. also has established mutual aid agreements for response to two neighboring hospitals, Wright Patterson AFB and Kettering Medical Center. Residing with the city limits are various historical and art districts to include performing arts centers, museums, and Carillon Historical Park. Additional critical infrastructure includes two major colleges/universities, housing, and sports arenas (University of Dayton and Sinclair Community College).

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

Once an industrial and manufacturing leader, the City of Dayton economy has been devastated by the floundering US auto industry and multiple large businesses' loss. The population in the City of Dayton has declined 46% from its all-time high. This population loss, coupled with the loss of major employers such as the National Cash Register (NCR), the Mead Paper Company, and General Motors (GM), plays a significant role in the city's economic challenges. Over the
last twenty years, the population has declined 16%, and fire department staffing was reduced by 25%, yet the DFD's annual run volume has increased 19%. The department continuously faces an uphill battle to provide more services with less money and fewer personnel.

Income in Dayton also lags far behind most of the rest of the country. For example, Dayton's median household income is about $31,395, 42% lower than the State of Ohio and 50% lower than the US as a whole. Even more troubling, Dayton's poverty rate is 32.1%, compared to 13.9% for Ohio and 11.8% for the country. The Social Vulnerability Index (SVI) for many Dayton neighborhoods is significantly higher than national averages. These numbers lend to income tax revenue constraints, which is the source for the majority of the city's budget.

2019 was a challenging and taxing year for Dayton. Numerous unprecedented events caused significant financial strain on the city. A massive water main break caused a catastrophic loss of water pressure in the city's pumping system in February. This break caused a loss of more than 1,000,000 gallons of water, and the outage impacted 400,000 customers in Dayton and Montgomery County. Then in May, a racial hate group held a rally in downtown Dayton. This unfortunate event caused the city to expend $650,000 on preparations, safety, and security to keep its residents safe. On May 27, 2019, fifteen tornados ripped through the Miami Valley, including an F-4 twister that caused devastation throughout the city and business community. Then on August 4, 2019, a gunman opened fire in the heart of the Dayton entertainment district, killing nine innocent people and wounding 27 others. This again caused additional, unbudgeted, financial strain which was out of the city's control.

In 2020, the COVID-19 pandemic caused a loss of tax revenues for Dayton and yielded massive unemployment in the region. The loss of tax revenue had a direct negative impact on the City of Dayton's general fund, which is the main funding source for the fire department. The fire department made many concessions, including the loss of personnel, in 2020. The adverse effects from the pandemic continue to strain the city's financial position. The DFD incurred a $3.3 million budget reduction in 2021 (compared to the 2020 budget).

In response to these financial constraints, the Dayton Fire Department has taken steps to reduce personnel costs by "browning out" (in service only when regular staffing allows) an engine company to minimize the need for overtime. DFD is also facing with an aging infrastructure; its fire stations' average age is 54 years old, which is contributing to increased maintenance and repairs. These efforts to reduce overtime and control expenditures have allowed the DFD to sustain its operations and leave minimal budget for unplanned expenses such as the needed replacement of our aging thermal imaging cameras. DFD's 2021 operating budget is $40.2 million, with the majority (89.8%) covering personnel wages. The remaining budget of 10.2%
for Contracts and Materials is used for fire fleet repairs, regional dispatch fees, PPE repair and replacement, fuel, etc.

We have attempted to secure funding through our contract and materials budget but have been unsuccessful. Without federal financial assistance, it will not be possible to replace our aging thermal imaging cameras, which is necessary to enhance our firefighters and citizens' safety.

Please provide an explanation for other funding sources in the space provided below.

We received an FY2019 FEMA AFG grant last year to purchase (4) cardiac monitors to replace old monitors that were no longer supported by the FDA. We are in the process of purchasing, training personnel and deploying the monitors. We are compliant with the prescribed period of performance.

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

The City of Dayton is a metropolitan area with a population of more than 140,000 citizens within a 57 square mile area. The city has been facing significant economic challenges over the past decade (dramatically over the past two years). It has a large vulnerable demographic population of low income, violent crime, drug use, and at-risk population. Due to the low economic factors and significant budget cuts to all city departments over the past decade, the Dayton Fire Department is facing new risks of increased vacant structures, substantial arson fires within the urban setting with multiple direct exposures, fires in medium to high-risk occupancies, and reduced resources to respond to these ever-growing risks.

Furthermore, from 2000-2020, the Dayton Fire Department has seen a 19% increase in annual call volume, with no increase in resources to respond to these new emergencies. Additionally, the number of working structure fires has dramatically increased over the past few years. In 2020, the DFD responded to 467 working structure fires, a 24% increase over 2019. The new risks of demographic changes, and lack of resources combined with an increased call volume and demand for services place our firefighters and citizens at significant risk when valuable resources or equipment are not available.

Please describe your organization and/or community that you serve.
The City of Dayton Fire Department is a modern, metropolitan fire department with an overall personnel strength of 325 members. The men and women of this organization proudly serve a community of approximately 141,500 citizens and the over one-hundred thousand that visit the city throughout the year for festivals, riverfront activities, cultural arts, religious ceremonies, and sporting events. The fire department operates out of 12 fire stations, a training center, headquarters, and a fire fleet garage, covering 57 square miles, with an annual call volume of approximately 36,000 emergency calls for service. The department is funded primarily from the city's general fund with a 2021 annual operating budget of $40,000,000. Daily staffing consists of the following frontline apparatus: 8 Engines, 4 Ladders, 7 Medics, 2 District Chiefs, and 1 Incident Support Unit (ISU). Due to ongoing budgetary constraints, the 8th engine will at times be "browned out" and not staffed, leaving only 7 frontline engines during certain time periods.

As an all-hazards mitigation emergency response agency, the department engages a comprehensive response capability for the following disciplines of Fire, E.M.S., Technical Rescue, Special Operations, Tactical E.M.S., Community Paramedicine, Emergency Planning, and Regional Haz-Mat (the D.F.D. staffs the Regional Hazardous Materials Team that responds to Montgomery, Greene, and portions of Miami County). The DFD strives to protect people, their property, and the environment through emergency response, fire and safety education, and accident prevention programs.

The Dayton Fire Training Center consists of administrative offices, classrooms, a live burn building, six-story training tower, flashover simulator, natural gas training pad, and other training props used by the D.F.D., Dayton Police, F.B.I., National Guard, College and High School Fire Science programs, and numerous other regional fire departments. The Community Services bureau consists of an Arson Investigation Unit and a Fire Prevention team that works tirelessly to promote a safer environment for our citizens and fire and E.M.S. personnel.

Dayton is also the base for Ohio Task Force-1, FEMA's Urban Search and Rescue (USAR) Team for Ohio. D.F.D. provides an A.L.S. medic unit at all University of Dayton Football and Basketball games and numerous special events held throughout the year. The department coordinates a robust Metropolitan Medical Response System (MMRS), which provides assistance and planning aid to an eight-county region, and we are pivotal members of the Miami Valley Fire/E.M.S. Alliance, a regional council of governments that provides assistance and planning aid to their eighteen fire department members. Additionally, we work closely with the Greater Miami Valley E.M.S. Council and the Greater Dayton Area Hospital Association to develop, write and administer regional E.M.S. standing orders.
The City of Dayton is the sixth-largest city in Ohio; it is the largest city in and the county seat of Montgomery County. Dayton is situated within the Miami Valley region of Ohio, just north of the Cincinnati/Northern Kentucky metropolitan area. The Dayton, Ohio metro area has a population of approximately 800,000 people. Dayton participates in five Automatic Mutual Aid Response (AMAR) agreements and participates in a regional Mutual Aid pact covering ten counties and 98 fire departments.

Project Description and Budget: Clearly explain the organization's project objectives and the relationship to your organization's budget (e.g., personnel, equipment, contracts, etc.) and risk analysis by providing statistics to justify the needs. Describe the various activities to be implemented, including program priorities or facility modifications, to include details on how these are consistent with project objectives, your organization's mission and national, state, and/or local requirements. Provide details that link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

The Dayton Fire Department is seeking funding for a critically needed, long overdue upgrade to our fleet of Thermal Imaging Cameras (TICs). Due to aging infrastructure and a high number of vacant structures, the DFD handles a disproportionately high volume of working fires for a typical city of our size, and the tactical enhancements and safety improvements brought by this project will be highly tangible and immediate. The project for this funding request includes 14 new NFPA 1801 compliant Thermal Imaging Cameras that will be deployed to our 12 frontline fire suppression apparatus, as well as our department's Health & Safety Officer (1) and our Training Division (1). NFPA 1801 compliant TICs are noted to be a "High" priority in the AFG Program NOFO document, and our department has diligently focused our efforts for this funding request on delivering the most cost-effective project with the greatest immediate impact on our tactical fireground operations every day.

The current fleet of Thermal Imaging Cameras in the DFD has been in place since 2012, and frequently repairs, short battery life, small viewing screens, and various other shortcomings of these aging cameras have led to a widespread loss of confidence in the concept and practice of thermal imaging among our rank-and-file members. The AFG Program NOFO designates Thermal Imaging Cameras in the "short" age category of 5-7 years, and the TICs being replaced through this funding request are 9 years old. Our ability to keep up with repairs, battery reconditioning, and general wear-and-tear on these high-use equipment items has gradually made thermal imaging in our department a source of significant challenge. Replacement of the TIC fleet within the DFD would take many years if conducted in a piecemeal fashion with 1-2 cameras per year, and that approach would lead to significant crossover challenges of battery styles, varying tactical capability, and irregular deployment across front-line fire companies.
This funding request represents the absolute minimum amount necessary to accomplish this critical equipment upgrade with no additional “extras” or associated items beyond the basic components of TIC deployment. The $120,050 project cost includes the 14 NFPA 1801-compliant cameras ($8,500/unit), apparatus mounting bracket / charger, a 5-year sealed battery for each unit, warranty, and retractable lanyard ($75/unit) for ease of deployment. While the general operation of these updated cameras will be familiar to our members as a result of being of a similar style and manufacturer, the most cost-effective vendor quote that will be used for this project also includes up to 3 days of training (1 for each platoon), and includes the costs for shipping. All overhead costs, subsequent training, inventory tracking, and continued logistical management of the TIC program will be absorbed internally by our existing Training Division staff. The DFD is committed to budgeting the 10% cost-share match of $10,913.64 for this project in 2021, but has been continually unable to identify capital or operating funds for the overall replacement plan. This lean and streamlined funding request has been carefully crafted to maximize the cost/benefit factor for “High Priority” AFG funding, and will greatly enhance our department’s tactical capabilities and personnel safety for a very reasonable cost in comparison to our department size.

Cost Benefit: Describe how you plan to address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets. The Operations and Safety Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The request should also be consistent with your organization’s mission and identify how funding will benefit your organization and affected personnel.

The deployment plan for these 14 new Thermal Imaging Cameras is very deliberate to have a maximum effect for minimum cost. The Dayton Fire Department’s 12 front-line fire suppression apparatus will receive the new cameras, with 1 additional camera being deployed to the DFD Health & Safety Officer’s vehicle and 1 other being assigned to the department’s Training Division for new recruit training and to serve as a “loaner” to front-line apparatus as needed. We have obtained multiple price quotes to ensure the most competitive financial package, and the costs for training provided by the manufacturer and for shipping are all included in the total project cost of $120,050. The per-unit cost of $8,575 includes the NFPA 1801 compliant camera, apparatus-mounted charger, 5-year sealed battery, warranty, and retractable lanyard. The style of TIC intended for purchase through this project is similar in size and operation to our current fleet of imagers, meaning that the operation of the new cameras will be intuitive for our members and the benefits of the updated technology will be realized immediately. Dayton Fire Department’s current fleet of TICs is nearing 10 years old, and increasing frequency of repairs, unreliable image quality, and regular battery failures have all had a negative impact on daily operations.
This project was carefully selected to be closely aligned with the AFG Program’s mission of delivering maximum benefit for the most reasonable financial commitment. If funded, this TIC update for the Dayton Fire Department will have an immediate and dramatic impact on our front-line operations. Confidence in TIC use by our rank-and-file members that has eroded over time will be rapidly restored, and overall life safety on the fireground will increase significantly. The $120,050 project cost is modest and reasonable for a department of our size, and is as streamlined and efficient as we can possibly make it. This project directly affects all front-line suppression operations in our city, as well as in the inner-ring suburbs immediately surrounding Dayton that engage our fire suppression resources daily through the mutual aid and AMAR (Automatic Mutual Aid Response) response matrix for our region.

The City of Dayton’s current population is approximately 140,000, making the per capita cost for this request well less than one dollar ($0.86/citizen). The Dayton Fire Department is able to budget for committing the 10% cost share for this project ($10,913.64), but continually decreasing fiscal allotments to the annual Contracts & Materials budgetary lines have consistently led to this critical equipment update not qualifying for internal funding.

Statement of Effect on Operations: Explain how this funding request will enhance the organization's overall effectiveness. Describe how the grant award will improve daily operations and reduce the organization’s risk(s) including how frequently the requested item(s) will be used and in what capacity. Indicate how the requested item(s) will help the community and increase the organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

The implementation of NFPA 1801 compliant Thermal Imaging Cameras (TICs) into Dayton Fire Department operations will have an immediate and widespread impact on incident responses across the City of Dayton every day. Over the past three years, the DFD has handled an average of over 400 working structural fires each year, in addition to thousands more automatic fire alarms, smoke investigations, and other fire-related incidents. Hand-held TICs are carried by DFD company officers responding to these many fire incidents daily as part of the officer’s minimum personal tool/equipment compliment. However, the poor image quality, small viewing screens, and unreliability of our aging TIC inventory has led to decreased utilization of this critical technology. The incorporation of modern, NFPA-compliant TICs will dramatically enhance the information-gathering of the 360 size-ups performed by our company officers upon arrival at fire incidents. Additionally, the improved functionality and image clarity will
maximize the effectiveness of each crew as the officer directs the path of travel in zero-visibility conditions.

The Dayton Fire Department prides itself on having an aggressive search culture and placing an extremely high premium on the life safety of our Citizens. This commitment to life safety extends even to our many Citizens in less-than-ideal circumstances who find themselves homeless and occupying vacant and abandoned structures. Fire reports to Dispatch in these situations are often delayed, and modern thermal imaging capabilities are even more critical to ensure reasonable risk vs. benefit decision-making upon arrival. Updating our thermal imaging capabilities will further that mission through more expedient task completion of the primary search, an improvement in our company officers’ capacity to directly observe crew members operating in adverse conditions on the interior, and a heightened ability for crews operating on the exterior (RIT, Health & Safety Officer, etc.) to closely monitor thermal conditions during the progression of the incident. Tactical decisions based on high-quality thermal intelligence are simply more reliable and accurate, and searches conducted with thermal imaging capability are inherently rapid and effective.

One of the most frequently cited contributing factors in firefighter fatality incidents investigated by NIOSH is a lack of an adequate risk assessment. Risk assessment in the early stages of a working fire incident is closely intertwined with a thorough 360 size-up; and no tool in the arsenal of the modern fire service can enhance a 360 size-up like a high-quality thermal imaging camera in the hands of a well-trained company officer. The members of the Dayton Fire Department take extraordinary pride in efficient and effective tactical fireground operations, and they are more than ready for this update to modern, NFPA 1801 compliant thermal imaging capabilities. These new cameras will be used every day, and will have an impact beginning on the day they are delivered. This project is an investment in our members and an investment in our Citizens; they both deserve it. Thank you very much for your consideration, and for taking the time to serve as a Peer Reviewer.

Description

The DFD currently has 14 aging (non-compliant) thermal imaging cameras that are becoming increasingly unreliable, and we don't have funding to keep them all operational. We are experiencing camera failures, charging issues, and viewing screen deteriorations. This request is to replace those 14 unreliable and non-compliant cameras with new NFPA 1801 compliant devices. This project was thoroughly evaluated through a risk/needs assessment, and this pricing was determined to be the lowest through obtaining multiple quotes and checking Ohio State term BID pricing. This request is deemed a High Priority per the FY2020 AFG NOFO, and is the absolute minimum amount necessary to provide safe and reliable equipment for our firefighters.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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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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Attach additional pages for more FOAPALs

Vendor Name: City of Dayton
Vendor Address: 101 W. Third Street Dayton OH 45402
Federal ID: 31-6000175
Commodity Code: 22020
Purpose: Matching funds for 2020 Assistance to Firefighters Grant. The City of Dayton will receive $109,136.36 from FEMA for the purchase of fourteen (14) thermal imaging cameras.

Contact Person: Assistant Chief Thomas Rice
Fire Department
Department/Division 2/22/2021
Date

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]

CF Prepared by: [Signature]

Finance Department

Certification of Finance Director

Date: Feb 11, 2021

October 18, 2011
AN ORDINANCE

To Vacate the Alley East of June Street (Tulsa Lane) from 78 Feet South of the Alley South of East Fourth Street to 25 Feet North of the Norfolk Southern Railroad Right of Way.

WHEREAS, The City Commission did on the 21st day of June, 2021, by Resolution No. 6585-21, declare its intention to vacate the alley east of June Street (Tulsa Lane) from 78 feet south of the alley south of East Fourth Street to 25 feet north of the Norfolk Southern Railroad Right of Way; and

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that the alley east of June Street (Tulsa Lane) from 78 feet south of the alley south of East Fourth Street to 25 feet north of the Norfolk Southern Railroad Right of Way; vacated; and

WHEREAS, The City Plan Board has approved said vacation; and

WHEREAS, The vacation of the alley east of June Street (Tulsa Lane) from 78 feet south of the alley south of East Fourth Street to 25 feet north of the Norfolk Southern Railroad Right of Way; described herein will enable the abutting property owner to develop this property; and

WHEREAS, The Commission is satisfied that there is good cause for said vacation and that it will serve the public interest and welfare and should be made; now, therefore,

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

Section 1. That the alley east of June Street (Tulsa Lane) from 78 feet south of the alley south of East Fourth Street to 25 feet north of the Norfolk Southern Railroad Right of Way; being more particularly bounded and described in as follows:

Being all of the 15-foot alley east of June Street (Tulsa Lane) from 78 feet south of the 12-foot alley south of East Fourth Street to 25 feet north of the 40-foot Norfolk Southern Railroad Right of Way

is hereby vacated. The vacation shall be subject to the following conditions:

A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

B. A turn around shall be constructed and dedicated at the southern end of the proposed vacation. The improvement plan shall be submitted to the Division of Civil Engineering for review and approval.
C. AES Ohio shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from AES Ohio these facilities may be relocated or abandoned at the expense of the applicant.

D. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial facilities. With written consent from AT&T these facilities may be relocated or abandoned at the expense of the applicant.

E. Vectren shall retain an easement over, under, and through the vacated area for its existing aerial facilities. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.

F. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six-inch water main. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Passed by the Commission 2021

Signed by the Mayor 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
MEMORANDUM

August 5, 2021

TO: Shelley Dickstein
   City Manager

FROM: Joseph Weinel, Chief Engineer
       Division of Civil Engineering

SUBJECT: The Vacation of the Alley East of June Street (Tulsa Lane) from 78 Feet South of the Alley South of East Fourth Street to 25 Feet North of the Norfolk Southern Railroad Right of Way

Attached is the ordinance to vacate the subject property. Please present this legislation to the City Commission for their action at the August 18, 2021 meeting.

Petition No. 21566 requesting the vacation was received from Doliboa Construction Inc. on May 20, 2021. Resolution No. 6585-21 declaring the Commission’s intention to vacate was adopted on June 21, 2021. The Board of Revision of Assessments recommended the vacation on July 19, 2021. The vacation will enable the abutting property owners to develop this property.

If you have any additional questions, please contact me at extension 4218.

JRW

Attachments

cc: Mr. Parlette
    Ms. Lofton
    Mr. Stovall
    Department of Planning
    Department of Law
    Clerk of Commission
    Secretary / Board of Revision of Assessments
REPORT AND MINUTES OF THE BOARD OF REVISION OF ASSESSMENTS
TO THE CITY COMMISSION OF THE CITY OF DAYTON

In the Matter of the Vacation of June Street (Tulsa Lane) from 78 Feet South of the Alley South of East Fourth Street to 25 Feet North of the Norfolk Southern Railroad Right of Way.

Pursuant to proper notice being given, the Board of Revision of Assessments reports that it convened its meeting July 19, 2021 in the Fifth Floor Conference Room of the Department of Public Works for the purpose of considering the above matter.

Attended by  John Musto  Patricia Jones
            Brian Zamostny  Joe Weinell

AGENDA ITEMS: One item was on the agenda. There were no interested parties in attendance.

The Board of Revision of Assessments meeting was convened by Mr. John Musto on July 19, 2021 in the Public Works Fifth Floor Conference Room. Mr. John Musto agreed to chair the meeting.

ITEM # 1: Resolution No. 6585-21 In the Matter of the Vacation of June Street (Tulsa Lane) from 78 Feet South of the Alley South of East Fourth Street to 25 Feet North of the Norfolk Southern Railroad Right of Way.

Service was made to twenty one property owners: Doliboia Construction, Inc., 8678 Bunnell Hill Road, Springboro, Ohio 45066; Dayton Area Lift LTD, P.O. Box 503, Springboro, Ohio 45066; Alvino Espino, 147 S. June St., Dayton, Ohio 45403; Jose Huerta, 1803 E. 5th St., Dayton, Ohio 45403; TPH OHL LLC, 1807 E. 5th St., Dayton, Ohio 45403; Mary Calhoun, 1809 E. 5th, Dayton, Ohio 45403; UTEAMUP LLC, 62 Rogge St., Dayton, Ohio 45409; JEMTEC Electronic Corp., P.O. Box 397, Dayton, Ohio 45401; Nasra Ramsey, P.O. Box 149, Oak Ridge, NJ 07438; LW Worman, 129 Ringgold St., Dayton, Ohio 45403; Marco Antonio Olivas, 123 Ringgold St., Dayton, Ohio 45403; Historic Rentals, LLC, 119 Ringgold St., Dayton, Ohio 45403; Jeremy & Mary Dowsett, 109 Ringgold Street, Dayton, Ohio 45403; Brian Quinlan, P.O. Box 3811, Dayton, Ohio 45401; Eric Thiry, 1736 E. 4th St., Dayton, Ohio 45403; Walter Glazer & Sarah Jaekel, 1732 E. 4th St., Dayton, Ohio 45403; Lonnie & April Anderson, 1330 Demphe Ave., Dayton, Ohio 45410 CSF and Sons LLC, 554 Michael Place, Tipp City, Ohio 45371; Susan Tabo Tamara, 1706 E. 4th St., Dayton, Ohio 45403; Brenda Wynn, 1700 E 4th St., Dayton, Ohio 45403; Rachel Falknor, 3747 West Drive Wayne Lakes, Greenville, Ohio 45331.

Discussion followed as to the reason for the vacation request. Mr. John Musto, stated the conditions established by the City Plan Board meeting on May 11, 2021 to accept the vacation with the conditions from the City Plan Board meeting on as follows:

1. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it not public right-of-way.

2. A turn around shall be constructed and dedicated at the southern end of the proposed vacation. The improvement plan shall be submitted to the Division of Civil Engineering for review and approval.

3. AES Ohio shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from AES Ohio these facilities may be relocated or abandoned at the expense of the applicant.

4. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial facilities. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.
5. Vectren shall retain an easement over, under, and through the vacated area for its existing aerial facilities. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.

6. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six-inch water main. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Mr. Zamostny made motion to accept the vacation with the conditions from the City Plan Board meeting on May 11, 2021. Mr. Musto seconded, and the vacation passed unanimously.

With no other business to come before the Board, Mr. Musto made motion to close the meeting and Mr. Zamostny seconded. All present said “aye”, and the motion carried. The meeting was adjourned.

Respectfully submitted,

[Signature]
Patricia N. Jones, Secretary
to the Board of Revision of Assessments

cc: Board Members
Assessment File
Joe Weinle – Ordinances

BOARD OF REVISION OF ASSESSMENTS

[Signature]
Senior Engineer I, Public Works

[Signature]
Chief Counsel, Department of Law

APPROVED BY THE CITY COMMISSION

[Signature]
City Manager
A RESOLUTION

Honorary naming Stone Street between South Jefferson Street and South Patterson Boulevard as “Land of Funk Way.”

WHEREAS, An application has been made by Dr. Sharon Davis Gratto to honorarily designate Stone Street between South Jefferson Street and South Patterson Boulevard as “Land of Funk Way” for a two-year period due to the City of Dayton’s historical identity as the Funk Capital of the World; and

WHEREAS, Dr. Davis Gratto is organizing the second annual Dayton Funk Music Symposium to be held on November 4-6, 2021 which includes tours of significant funk landmarks across the city; and

WHEREAS, The portion of Stone Street to be given the honorary designation is adjacent to the existing Land of Funk mural completed by Morris Howard in 2018 which honors seven original Dayton Funk groups; and

WHEREAS, The City Commission adopted Resolution 5014-99 on July 28, 1999, which established the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and

WHEREAS, The City Plan Board, on July 13, 2021 reviewed the proposal, Case PLN2021-00245, and recommended approval of the two-year designation; now, therefore,

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

Section 1. Stone Street between South Jefferson Street and South Patterson Boulevard is honorarily designated as Land of Funk Way for a two-year period commencing thirty days after the adoption of this resolution.

Section 2. The official name of Stone Street is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission........................................, 2021

Signed by the Mayor....................................................., 2021

Attest:

Mayor of the City of Dayton, Ohio

Clerk of the Commission

Approved as to form:

City Attorney
MEMORANDUM

July 26, 2021

TO: Regina Blackshear, Clerk of Commission

FROM: Tony Kroeger, Secretary
City Plan Board

SUBJECT: Establish a Two-Year Honorary Designation for a Portion of Stone Street (from South Jefferson Street to South Patterson Boulevard) as “Land of Funk Way.”

Plan Board Case PLN2021-00245

I am requesting that a resolution be placed on the August 18, 2021, City Commission calendar to establish a two-year honorary designation for a portion of Stone Street (from South Jefferson Street to South Patterson Boulevard) as “Land of Funk Way.” The official/legal name of Stone Street will remain Stone Street. A second reading of the resolution will be required at the August 25, 2022, City Commission meeting. If approved on August 25, the effective date of the resolution will be September 23, 2021.

Dr. Sharon Davis Gratto, a University of Dayton Professor of Music and Graul Endowed Chair in Arts and Languages, is requesting this designation to honor the City of Dayton’s funk music history and to compliment and highlight the existing Land of Funk mural and artists featured within the paintings. Dr. Davis Gratto is the organizer of the international Dayton Funk Music Symposium originally hosted in 2018 and again planned for November 2021. Tours of important Funk sites are included as part of the symposium’s activities and visitors to Dayton will be encouraged to visit the Land of Funk mural.

There are only two abutting property owners: the City of Dayton and Norfolk Southern. Norfolk Southern was notified and shared no objections; the City of Dayton supports the designation. In addition, the City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation. The NEON provided correspondence in support of the designation.

By a 4-0 vote the Plan Board recommends City Commission approval of the honorary designation. The Plan Board believes the request complies with the requirements outlined in Resolution 5014-99, which pertains to honorary street name designations. No public hearing is required on the request so a public hearing will not be held.

Enclosed, for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, and the resolution. If you have any questions, please contact Susan Vincent at 3683. Thank you.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Kinskey, Ms. Hollingsworth, Case File
City of Dayton  
City Plan Board  
Summary Minute Record  
July 13, 2021

1. PLN2021-00245 – Establish an Honorary Designation for Stone Street (From South Jefferson Street to South Patterson Boulevard) as “Land of Funk Way.” The official name of Stone Street will remain. It is proposed to be a two-year honorary designation.

Applicant: Dr. Sharon Davis Gratto  
Priority Land Use Board: Greater Downtown  
Planning District: Downtown  
Decision: Approved

Staff Comments
Susan Vincent presented the staff report. She explained the intent for the designation is to honor the City of Dayton’s funk music history and to compliment and highlight the existing mural and artists featured within the paintings. There are no negative impacts expected due to establishing this honorary two-year designation. The Departments of Public Works, Fire, and Police stated no objections to the designation. The honorary designation is also supported by the Greater Downtown Land Use Board. The required number of abutting property owners submitted petitions in support of the designation.

Public Comments
Dr. Sharon Davis Gratto, 821 Beech Hill Rd, Dayton, Ohio 45419, spoke on behalf of the application. She explained the importance of Dayton’s funk history and the background behind the creation of the Land of Funk mural. She also shared information regarding the upcoming Funk Symposium and related events to be hosted by the University of Dayton in November 2021.

Mr. Scott asked if there was any information regarding the reopening of the Funk Museum. Dr. Davis shared that the museum lacks funding and has not been successful in identifying a new location.

Board Discussion
None

Board Action
A motion was made by Ms. Pegues, seconded by Mr. Sauer and carried to approve Case PLN2021-00245 to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

Ms. Rosalyn Miller  
Ms. Geraldine Pegues  
Mr. Jeff Payne  
Absent  
Yes  
Yes

Mr. Matt Sauer  
Mr. Greg Scott  
Yes  
Yes

Minutes approved by the City Plan Board on August 10, 2021.

Tony Kroeger, Secretary  
City Plan Board
Case # PLN2021-00245
Hearing Date 07/13/21
Address/Location Stone Street
Parcel # NA
Subject Request for an honorary designation for a segment of Stone St as "Land of Funk Way"
Owner
Right-of-way
Name
Address
City, State Zip
Applicant Dr. Sharon Davis Gratto
Name
821 Beech Hill Rd
Address
Dayton, Ohio 45419
City, State Zip
Type Honorary Street Designation
Planning District Downtown
Land Use Area Greater Downtown
Existing Zoning NA
Existing Land Use NA
Historic District NA
Conformance with applicable City Plans and Policies Resolution 5014-99
Location Map

Department Contact Susan Vincent
Name 937.333.3683
Phone susan.vincent@daytonohio.gov
Email

STAFF RECOMMENDATION
✓ Approve
☐ Approve with conditions
☐ Deny
☐ Continue
Comments Meets required evaluation criteria.

Future Actions: Honorary Designations go to City Commission for approval.
July 13, 2021

CITY PLAN BOARD
STAFF REPORT
Case# PLN2021-00245
Stone Street Honorary Designation

Overview
The applicant, Dr. Sharon Davis Gratto, a University of Dayton Professor of Music and Graul Endowed Chair in Arts and Languages is requesting a two-year honorary street designation for the portion of Stone Street between S. Jefferson Street and S. Patterson Boulevard to be named “Land of Funk Way” in Downtown Dayton. The portion of Stone Street to be designated runs parallel to the Land of Funk Mural completed by Morris Howard in 2018. Dr. Davis Gratto seeks this honorary designation to honor the City of Dayton’s funk music history and to compliment and highlight the existing mural and artists featured within the paintings.

Background
Dr. Davis Gratto is the organizer of the international Dayton Funk Music Symposium originally hosted in 2018 and again planned for November 2021. Tours of important Funk sites are included as part of the symposium’s activities and visitors to Dayton will be encouraged to visit the Land of Funk mural. It is the applicant’s hope that the honorary designation might be in place in time for the November event.

There are six individual parcels but two property owners along the affected section of Stone Street: the City of Dayton (owner of the five northern parcels) and Norfolk Southern (owner of the one southern rail road right-of-way). A signed petition from the City of Dayton is attached to this report indicating the required 51% support for the designation.

Staff comment/analysis
There should be no negative impact by implementing the proposal for an honorary designation as the official name of the street shall remain Stone Street. Signs posted above the street signs will recognize the designation. The Departments of Public Works, Fire, and Police have stated no objections to the designation. There were no objections stated by either property owner along the right-of-way. The City of Dayton signed a petition (attached) and Norfolk Southern did not express any objection to the honorary dedication.

Public Comments
The Greater Downtown Priority Land Use Board will meet on Monday, July 12; their recommendation for the Board’s consideration will be presented during the Plan Board meeting. No additional comments were received from the community.

Staff recommendation
Staff believes that the application meets the rules and guidelines set forth in Resolution Number 5014-99, and therefore recommends approval.
Required Standards for Consideration
Resolution Number 5014-99: Honorary designations shall meet the following criteria:

a. The designation shall be confined to the right-of-way within the vicinity of the home, business, or location associated with the person(s) or event. The Land of Funk mural runs the extent of the section of Stone Street to be designated.

b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan. Stone Street is not an arterial and has been determined by the Department of Public Works to be appropriate for an honorary designation.

c. There shall be only one honorary designation per facility or right-of-way. There is no current designation for this portion of Stone Street.

d. An important community event, organization or well-known person(s) is a person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.
   - A person(s) who has made specific and sustained contributions to an organization located in or in proximity to the facility.
   - An event that recognized statewide or nationwide.
   The Land of Funk mural honors the City of Dayton’s historical identity as the Funk Capitol of the World and highlights several Dayton Funk groups that were well-known in the 70’s and early 80’s. The honorary designation further calls attention to Dayton’s cultural heritage and our community’s important contributions to the Funk genre.

e. The important community event, organization, or well-known person(s) shall be directly related to the public facility or the public right-of-way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person(s) or community event. Preference shall be given to intersections and other limited locations.
   The co-location of the Land of Funk mural and the Land of Funk Way honorary designation meets this criterion.

Board Alternatives
1. Recommend approval of the proposal to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

2. Recommend an alternate proposal.

3. Recommend disapproval of the designation because the proposal does not meet the requirements outlined in City Commission Resolution 5014-99.

Attachments
Aerial map, Site Photos, Application, Petitions
Honorary Street Designation
Stone Street
Honorary Designation of a Public Facility or Right-of-Way
City of Dayton, Ohio

Complete this form in Adobe Reader software, not a Web browser, etc. Place the cursor in a field and type. Print a copy to add the required attachments to City of Dayton, Development, 101 West Third Street, P.O. Box 22, Dayton, OH 45401.

Please Read Instructions Carefully Before Completing

To: Clerk of the City Commission

Applicant Name (Contact Person): Dr. Sharon Davis Gratto
Address: 821 Beech Hill Road - Dayton, OH - 45419

Telephone Numbers: (Day) 717-253-7892 (Evening) same

Honoree Information: Honoree is not an individual but is an historical event, Dayton's Funk history and the bands that made Dayton and Funk music well-known both nationally and internationally.
Name: N.A.
Address: N.A.

Proposed Facility or Right-of-way for Designation: The designation shall be confined to a facility or right-of-way within the vicinity of home, business or location associated with the person or event.
This is a request to change the name of Stone Street in Dayton, where the Land of Funk Mural is located to Funk Way in honor of the city's historical identity and recognition as the Funk Capital of the World, significant public art and Dayton's Funk Music Hall of Fame & Exhibition Center.

From: East on S. Patterson Street To: West on S. Jefferson Street

Summary statement citing the reasons for the designation detailing the significant contributions or significance of the designation and the length of time the designation shall be in effect (Not longer than two years). Attach a detailed resume or reasons for designation.

Please see the attached document, which includes a link to a Google map of the Stone Street location. This request is for the maximum amount of time, two years.
Honorary Designation Application

Explain why none of the preferred methods listed below can not be used for the proposed honorary designation. Attach documentation supporting the determination.

A. Donations to programs and projects:

The mural project is the only project on Stone Street, and it has already been completed. The applicant for this name change is contributing the fee that is required with the application.

B. Proclamation:

There is no related proclamation involved in this request to rename Stone Street as Land of Funk Way.

C. Naming of neighborhood and community festivals:

This renaming of Stone Street is not part of any neighborhood or community festival.

D. Planting trees or other living memorials:

There is no space to plant trees or create another type of living memorial on Stone Street, which runs parallel to the wall mural.

E. Placement of pieces of art, benches and similar objects in public or private spaces:

There is no space to place additional art, benches or similar objects on Stone Street.

F. Community Service Awards of the Dayton Volunteers Program:

The Funk mural project has already received community grant support for its design and execution; no additional support is needed.

Endorsement:
(The designation must be endorsed by the City Manager, a member of the City Commission, the City Plan Board or a Priority Board.)

A member of the City Commission: ____________________________

The City Manager: __________________________________________

The City Plan Board:* _______________________________________

Priority Board Endorsement/Comment:* _______________________

Neighborhood Association Comments:* _______________________
*Submit Minutes or other documentation of official Board Action.

Attachments:

_____ Map specifying location.

_____ A petition supporting the designation signed by 51 percent of the abutting property owners.

_____ Attach detailed resume or reasons for designation.

_____ Copy of minutes or resolution from the Priority Board and neighborhood association.

_____ An non-refundable application fee of $500.00 is required with the filing of an application.
CITY OF DAYTON STREET NAME CHANGE APPLICATION
DETAILED SUPPORT STATEMENT & MAP LINK
JUNE, 2021

This request is to change the name of Stone Street, located between S. Saint Clair Street/S. Patterson Blvd on the East side and S. Jefferson Street on the West side in Dayton, to Land of Funk Way, in honor of the city's historical identity as the Funk Capitol of the World. This name change was inspired by Dayton artist Morris Howard's painting project to create the Land of Funk Mural on the Norfolk Southern Railroad bridge wall on Stone Street, across from the City of Dayton's Neon Theatre building and the garage that houses the equipment used for the city's Downtown Ambassadors program. The mural includes single panels honoring seven original Dayton Funk groups that were well-known in the 1970's and early 1980's, including The Ohio Players, Slave, Fazeo, Lakeside, Heatwave, Sun, and Zapp, the group that featured the late Roger Troutman.

The mural project represented a collaboration between Morris Howard and Brittini Long, one of the founders of the County Juvenile Court's HAALO (Helping Adolescents Achieve Long-Term Objectives) Youth Program and Project Coordinator. Teenagers from the HAALO program assisted in painting the mural under Mr. Howard's guidance. In 2018 Mr. Howard and Ms. Long met with members of the Department of Planning & Community Development's Planning Division to obtain authorization for this project. It was determined at that time that since the railroad bridge is maintained by the City, permission to paint the mural on it was not required. Permission was also not required from those occupying the two Stone Street city-owned properties across from the mural. The mural project was funded in part through a Culture Works Individual Artists Grant, a grant from the Downtown Dayton Priority Board, and a City of Dayton 2018 Mini-Grant.

In my position as Professor of Music and Graul Endowed Chair in Arts & Languages at the University of Dayton, I initiated work in 2018 to connect University faculty, staff, and students to Dayton's African American music community through an international Dayton Funk Music Symposium. Local and international presenters gathered on campus for academic presentations, panel discussions, and tours of the Funk Music Hall of Fame & Exhibition Center and the Funk Mural. Social interaction was also a significant part of the Symposium, culminating in a Funk Dance Party on campus that featured members of the Dayton Contemporary Dance Company, the Dayton Funk All-Stars Band, and a popular local men's quartet, the Motown Sound of Touch.

This event was such a huge success that I was encouraged to organize and host a second Symposium in the fall of 2020. A Culture Works special projects grant award yielded significant financial support for the second Symposium. Unfortunately, COVID shut-downs forced two postponements; the new date is set for November 4-6, 2021. The second Symposium will conclude with a Dayton Philharmonic Orchestra Funk concert as part of the Dayton Performing Arts Alliance's Rockin' Orchestra Series at the Schuster Center, preceded by a reception and an induction ceremony into the Dayton Funk Hall of Fame. It is my hope that visitors to Dayton for this Symposium will be able to tour the city's Funk sites, including the newly named Ohio
Players Way where the original group rehearsed and Land of Funk Way where the Funk Mural is located.

Changing the name of Stone Street to Land of Funk Way will honor an important aspect of Dayton history. It will support the Funk groups featured on the Mural that were popular and successful both locally and nationally in the '70's and '80's. A number of these original musicians still live in Dayton and continue to be active performers. A new name for Stone Street will also bring additional attention to the Funk Mural, artist Morris Howard, and the special group of young people in the juvenile court system who helped execute the painting. The renaming will serve to complement an important piece of public art. The goal of this request is for the designated honorary name to remain in place for the two-year maximum time that is permitted. I have obtained support from artist Morris Howard; projector collaborator Brittini Long, who now works for the ADAMHS Board; David Webb, President and CEO of the Funk Music Hall of Fame & Exhibition Center Center; and Jeffrey Willis, who was responsible for the recently-completed Ohio Players Street renaming project. A link to the map of the Stone Street location is provided below.

**Link to a Google map of the Stone Street location:**

https://goo.gl/maps/vMRnXRs58R8sloMS6

**Submitted by:**

Sharon Davis Gratto, D.M.A.
Professor of Music and
Graul Endowed Chair in Arts and Languages
Pronouns: she/her/hers

College of Arts and Sciences
University of Dayton
300 College Park
Dayton, OH - 45469-1549
937-229-3968
Fax - 937-229-4400
sgratto1@udayton.edu
http://go.udayton.edu/graulchair
http://go.udayton.edu/music

Director, University of Dayton World Music Choir
Dayton Contemporary Dance Company Board of Directors
Emerita Founding Trustee, Dayton Performing Arts Alliance
Dayton Performing Arts Alliance Education Committee
2020 Women of Dayton Honoree
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of “Funk Way” to Stone Street from S. Jefferson Street to S. Patterson Blvd. The official and legal name of Stone Street WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Joseph Parlette for the City of Dayton, am the owner of property at
(Name of property owner and agency if applicable)

Entire north side of Stone Street between Jefferson and Patterson Blvd.
(Address(es) of Property or County Parcel Identification Number for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of
“Funk Way” to Stone Street from S. Jefferson Street to S. Patterson Blvd

Joseph D. Parlette
Signature of Property Owner

06/22/2021
Date Signed

Joseph D. Parlette
Printed Name of Property Owner

101 West Third Street
Printed Mailing Address of Property Owner

Dayton, OH 45402
City, State, Zip Code of Property Owner
"Funk Way Petion City of Dayton" History

Document created by Tony Kroeger (tony.kroeger@daytonohio.gov)
2021-06-21 - 9:15:55 PM GMT - IP address: 198.30.33.2

Document emailed to Joseph Parlette (joseph.parlette@daytonohio.gov) for signature
2021-06-21 - 9:16:58 PM GMT

Email viewed by Joseph Parlette (joseph.parlette@daytonohio.gov)
2021-06-22 - 11:52:34 AM GMT - IP address: 198.30.33.2

Document e-signed by Joseph Parlette (joseph.parlette@daytonohio.gov)
Signature Date: 2021-06-22 - 11:53:26 AM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2021-06-22 - 11:53:26 AM GMT
July 2, 2021

City of Dayton
Depart. of Planning and Community Development
101 West Third Street
P.O. Box 22
Dayton, OH 45401

Dear Department of Planning and Community Development,

I am writing today in support of Sharon Davis Gratto’s request to change the name of Stone Street to Land of Funk Way. By renaming this street, more attention will be drawn to Dayton’s important, historical heritage of being the Funk Capitol of the World.

At THE NEON, we regularly see groups of people gathered in front of the Morris Howard mural project on Stone Street – celebrating the murals’ vibrancy as well as the historical relevance that the different panels portray. By renaming the street, the city will further acknowledge the artist importance that Funk Music adds to the fabric of Dayton’s rich, artistic legacy.

Thank you for your consideration,

[Signature]
Jonathan McNeal, manager
A RESOLUTION

Honorarily Naming Auto Club Drive Between Perry Street and South Patterson Boulevard as “Linda Kramer Way.”

WHEREAS, An application has been made by Cheli Curran to honorarily designate Auto Club Drive between Perry Street and South Patterson Boulevard as “Linda Kramer Way” for a two-year period due to her contributions to both Daybreak and to the City of Dayton; and

WHEREAS, Ms. Kramer retired as Daybreak’s CEO after twenty-three years of service; and

WHEREAS, Ms. Kramer has a reputation as a visionary leader and increased the level of service provided by Daybreak over the years to Dayton’s youth; and

WHEREAS, The portion of Auto Club Drive to be given the honorary designation runs between Daybreak’s two facilities; and

WHEREAS, The City Commission adopted Resolution 5014-99 on July 28, 1999, which established the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and

WHEREAS, The City Plan Board, on July 13, 2021 reviewed the proposal, Case PLN2021-00281, and recommended approval of the two-year designation; now, therefore,

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

Section 1. Auto Club Drive between Perry Street and South Patterson Boulevard is honorarily designated as Linda Kramer Way for a two-year period commencing thirty days after the adoption of this resolution.

Section 2. The official name of Auto Club Drive is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission………………………………………, 2021
Signed by the Mayor…………………………………………………, 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
July 26, 2021

TO: Regina Blackshear, Clerk of Commission

FROM: Tony Kroeger, Secretary
City Plan Board

SUBJECT: Establish a Two-Year Honorary Designation for a Portion of Auto Club Drive (from Perry Street to South Patterson Boulevard) as “Linda Kramer Way.”

Plan Board Case PLN2021-00281

I am requesting that a resolution be placed on the August 18, 2021, City Commission calendar to establish a two-year honorary designation for a portion of Auto Club Drive (from Perry Street to South Patterson Boulevard) as “Linda Kramer Way.” The official/legal name of Auto Club Drive will remain Auto Club Drive. A second reading of the resolution will be required at the August 25, 2022, City Commission meeting. If approved on August 25, the effective date of the resolution will be September 23, 2021.

Cheli Curran, CEO of Daybreak, is requesting this designation to honor Daybreak’s long time CEO, Linda Kramer, who retired after serving the organization for twenty-three years. During Ms. Kramer’s tenure she increased the agency’s annual operating budget from $1 million to $9.5 million expanding the organization’s capacity to serve Dayton’s homeless youth. She spearheaded several new programs including Lindy’s Bakery, which provides employment readiness and David Place, a resource and drop-in center for LGBTQ+ youth. While CEO, Ms. Kramer raised $15 million to build the two new facilities that house the organization today.

In compliance with the requirements of Resolution 5014-99 which governs honorary street designations, sufficient support was received from property owners abutting the proposed designation. The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation.

By a 4-0 vote the Plan Board recommends City Commission approval of the honorary designation. The Plan Board believes the request complies with the requirements outlined in Resolution 5014-99, which pertains to honorary street name designations. No public hearing is required on the request so a public hearing will not be held.

Enclosed, for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, and the resolution. If you have any questions, please contact Susan Vincent at 3683. Thank you.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Kinskey, Ms. Hollingsworth, Case File
City of Dayton
City Plan Board

Summary Minute Record
July 13, 2021

2. PLN2021-00281 – Establish an Honorary Designation for Auto Club Drive (From Perry Street to South Patterson Boulevard) as “Linda Kramer Way.” The official name of Auto Club Drive will remain. It is proposed to be a two-year honorary designation.

Applicant: Cheli Curran, Daybreak
Priority Land Use Board: Greater Downtown Planning District: Midtown
Decision: Approved

Staff Comments
Susan Vincent presented the staff report. She explained the intent for the designation is to honor Daybreak’s long time CEO, Linda Kramer, who retired after 23 years serving the organization. There are no negative impacts expected due to establishing this honorary two-year designation. The Departments of Public Works, Fire, and Police stated no objections to the designation. The honorary designation is also supported by the Greater Downtown Land Use Board. The required number of abutting property owners submitted petitions in support of the designation.

Public Comments
Cheli Curran, 605 S. Patterson, Dayton, Ohio, spoke on behalf of the application. She explained Linda Kramer’s impact on both the City of Dayton and Daybreak. The COVID-19 health crisis prevented the organization and community from recognizing Ms. Kramer’s contribution in the form of a party and so they are seeking an honorary designation to recognize her.

Board Discussion
None.

Board Action
A motion was made by Mr. Payne, seconded by Ms. Pegues and carried to approve Case PLN2021-00281 to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

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<tr>
<td>Ms. Rosalyn Miller</td>
<td>Absent</td>
<td>Mr. Matt Sauer</td>
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<td>Ms. Geraldine Pegues</td>
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<td>Mr. Greg Scott</td>
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<td>Mr. Jeff Payne</td>
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Minutes approved by the City Plan Board on August 10, 2021.

Tony Kroeger, Secretary
City Plan Board
CITY OF DAYTON CITY PLAN BOARD

STAFF REPORT

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<td>Owner</td>
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<tr>
<td>Applicant</td>
<td>Cheli Curran</td>
<td>605 S. Patterson Blvd</td>
<td>Dayton, Ohio 45402</td>
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| Historic District | NA |

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| City Plan 452390
| Aerial Map |
| Honorary Street Designation: Auto Club Drive |

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<tr>
<th>Department Contact</th>
<th>Susan Vincent</th>
<th>937.333.3683</th>
<th><a href="mailto:susan.vincent@daytonohio.gov">susan.vincent@daytonohio.gov</a></th>
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<tbody>
<tr>
<td>Name</td>
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**STAFF RECOMMENDATION**

- [x] Approve
- [ ] Approve with conditions
- [ ] Deny
- [ ] Continue

**Comments**

Meets required evaluation criteria.

**Future Actions:**

Honorary Designations go to City Commission for approval.
July 13, 2021

CITY PLAN BOARD
STAFF REPORT
Case# PLN2021-00281
Auto Club Drive Honorary Designation

Overview
The applicant, Cheli Curran, CEO of Daybreak, is requesting a two-year honorary street designation for the portion of Auto Club Drive between Perry Street and S. Patterson Boulevard to be named “Linda Kramer Way” in Midtown Dayton. The portion of Auto Club Drive to be designated runs between Daybreak’s two facilities. Ms. Curran seeks this honorary designation to honor Daybreak’s long time CEO, Linda Kramer, who retired after 23 years serving the organization.

Background
Linda Kramer served as Daybreak’s CEO from November 1997 to April 2021. During her tenure she increased the agency’s annual operating budget from $1 million to $9.5 million expanding the organization’s capacity to serve Dayton’s homeless youth. She spearheaded several new programs including Lindy’s Bakery, which provides employment readiness and David Place, a resource and drop-in center for LGBTQ+ youth. While CEO, Ms. Kramer raised $15 million to build the two new facilities that house the organization today.

Daybreak and the Board of Trustees seek the two-year honorary designation to recognize Ms. Kramer’s contributions to both the organization and the City of Dayton in time for a September event during which Ms. Kramer will be honored.

Staff comment/analysis
There should be no negative impact by implementing the proposal for an honorary designation as the official name of the street shall remain Auto Club Drive. Signs posted above the street signs will recognize the designation. The Departments of Public Works, Fire, and Police have stated no objections to the designation.

Greater than 51% of adjacent property owners submitted petitions in support of the honorary designation including Daybreak, RTA, and Bilbrey Construction.

Public Comments
The Greater Downtown Priority Land Use Board will meet on Monday, July 12; their recommendation for the Board’s consideration will be presented during the Plan Board meeting.

No additional comments were received from the community.

Staff recommendation
Staff believes that the application meets the rules and guidelines set forth in Resolution Number 5014-99, and therefore recommends approval.
Required Standards for Consideration

Resolution Number 5014-99: Honorary designations shall meet the following criteria:

a. The designation shall be confined to the right-of-way within the vicinity of the home, business, or location associated with the person(s) or event.

Daybreak’s facilities are located at the north and south west corners of Auto Club Drive and S. Patterson Blvd.

b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.

Auto Club Drive is not an arterial and has been determined by the Department of Public Works to be appropriate for an honorary designation.

c. There shall be only one honorary designation per facility or right-of-way.

There is no current designation for this portion of Auto Club Drive.

d. An important community event, organization or well-known person(s) is a person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.

- A person(s) who has made specific and sustained contributions to an organization located in or in proximity to the facility.
- An event that recognized statewide or nationwide.

The honorary designation will honor Linda Kramer, CEO of Daybreak for 23 years, who has a reputation as a visionary leader and who increased the level of service Daybreak provided over the years to Dayton’s youth.

e. The important community event, organization, or well-known person(s) shall be directly related to the public facility or the public right-of-way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person(s) or community event. Preference shall be given to intersections and other limited locations.

Linda Kramer worked at the Daybreak facilities located at Auto Club Drive.

Board Alternatives

1. Recommend approval of the proposal to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

2. Recommend an alternate proposal.

3. Recommend disapproval of the designation because the proposal does not meet the requirements outlined in City Commission Resolution 5014-99.

Attachments

Aerial Map, Site photos, Application, Petitions
Honorary Designation of a Public Facility or Right-of-Way
City of Dayton, Ohio

Complete this form in Adobe Reader software, not a Web browser, to ensure the privacy of your information. Place the cursor in a field and type. Print a copy to add the required signature(s) in blue or black ink and return this form with required attachments to: City of Dayton, Department of Planning and Community Development, 101 West Third Street, P.O. Box 22, Dayton, OH. 45401., 937-333-3670.

Please Read Instructions Carefully Before Completing This Application

To: Clerk of the City Commission

Applicant Name (Contact Person): Cheli Curran
curransdaybreakdayton.org

Address: 605 South Patterson BLVD 45402

Telephone Numbers: (Day) 330-327-2994 (Evening) 330-327-2994

Honoree Information:

Name: Linda Kramer

Address:

Proposed Facility or Right-of-way for Designation: The designation shall be confined to a facility or right-of-way within the vicinity of home, business or location associated with the person or event.

Auto Club Drive to Linda Kramer Way

From: 9/1/2021 To: 9/1/2023

Summary statement citing the reasons for the designation detailing the significant contributions or significance of the designation and the length of time the designation shall be in effect (Not longer than two years). Attach a detailed resume or reasons for designation.

In between Daybreak’s two facilities is AutoClub Drive. Daybreak and the Board of Trustees would like to honor our long time CEO Linda Kramer who retired after 23 years leading the agency to great success. Linda is well known in the community as the leader of Daybreak which serves homeless and vulnerable youth in Miami Valley and beyond. Linda has been a visionary leader and has increases services throughout the years keeping a keen eye on what our youth needs are and thereby providing those services. Linda was the visionary behind Lindy’s Bakery, a social enterprise providing youth with job readiness skills and employment. This program has helped both youth and businesses in the Miami Valley.

See Attachments: 
Honorary Designation Application

Explain why none of the preferred methods listed below can not be used for the proposed honorary designation. Attach documentation supporting the determination.

A. Donations to programs and projects:
   We wanted something unique to honor Linda specifically.

B. Proclamation:
   This could be done, however the street naming is unique and will definitely draw a crowd to our open house which will be in her honor.

C. Naming of neighborhood and community festivals:
   Linda has moved to Florida, so an honor of a street right in between our buildings for a short period of time would be most appropriate.

D. Planting trees or other living memorials:
   These can be destroyed, damaged or moved and we are looking for something that is a statement for her for a short period of time.

E. Placement of pieces of art, benches and similar objects in public or private spaces:
   Same as above.

F. Community Service Awards of the Dayton Volunteers Program:
   Doesn't really fit the work she has done.

Endorsement:
(The designation must be endorsed by the City Manager, a member of the City Commission, the City Plan Board or a Priority Board.)

A member of the City Commission:

The City Manager:

The City Plan Board:*

Priority Board Endorsement/Comment:*

Neighborhood Association Comments:*

*Submit Minutes or other documentation of official Board Action.

Attachments:

☐ Map specifying location.
☐ A petition supporting the designation signed by 51 percent of the abutting property owners.
☒ Attach detailed resume or reasons for designation.
☒ Copy of minutes or resolution from the Priority Board and neighborhood association.
☐ An non-refundable application fee of $500.00 is required with the filing of an application.
Attached Reasons for the Request:

In between Daybreak’s two facilities is AutoClub Drive. Daybreak and the Board of Trustees would like to honor our long time CEO, Linda Kramer, who retired after 23 years leading the agency to great success. Linda is well known in the community as the leader of Daybreak which serves homeless and vulnerable youth in Miami Valley and beyond. Linda has been a visionary leader and has increases services throughout the years keeping a keen eye on what our youth needs are and thereby providing those services. Linda was the visionary behind Lindy’s Bakery, a social enterprise providing youth with job readiness skills and employment. This program has helped both youth and businesses in the Miami Valley.

Also, under Linda’s leadership Daybreak was able to take this section of town which was once blighted and give it an inviting facelift between the two buildings we own. Also, of note is that AutoClub Drive was originally named after AAA, which is no longer in business in that location.
Linda L. Kramer
6331 Shadow Lake Trail
Centerville, Ohio 45459
Home: (937) 291-9676   Cell: (937) 657-2186
Email: lkrmer6@gmail.com

PROFILE
Creative, highly motivated professional with a proven record in developing and managing a wide array of innovative housing and human service programming. Highly skilled in organizational management program development, fundraising, grant writing and community collaboration.

EDUCATION
- Master’s in management and Organizational Behavior
  University of Phoenix: Albuquerque, NM
- Master’s in Education
  The American University: Washington, DC
- Bachelor of Science Health/Physical Education
  University of Delaware: Newark, DE

PROFESSIONAL EXPERIENCE
Daybreak, Inc. (Dayton, OH): November 1997 – April 2021
Chief Executive Officer

- Oversees strategic direction and operations of Daybreak, Inc., a nonprofit organization with 100+ employees that provides supports for homeless youth in Dayton Ohio.
  - 24-7 emergency shelter
  - 24-7 supervised transitional housing
  - Scattered site transitional housing
  - Permanent supportive housing
  - Rapid rehousing
  - Mental health and drug prevention/treatment services
  - Employment programming and support
  - Outreach services including 2 drop-in centers
- Increased the agency’s annual operating budget from $1 million to $9.5 million.
- First organization in Ohio to use the federal Low Income Housing Tax Credit Program to create supportive housing for homeless youth.
- Raised 10 million dollars and completed construction of a new 50,000 sq. ft., green-friendly facility.
- Raised 5 million dollars and completed construction of a new 40,000 sq. ft. employment and education center for homeless youth new emergency shelter residential space for minor age youth.
- Secured Commission on Accreditation of Rehabilitation Facilities. Commission (CARF)
- Created “Lindy’s Bakery”, a gourmet dog treat bakery and social enterprises that provides homeless youth with employment readiness training in a safe, and supportive commercial enterprise.
- Created “David Place”, a resource and dropin center for LGBTQ+ youth.

- **St. Joseph Children’s Treatment Center** – Secured public/government funding to develop special needs housing. Raised $400,000 in HOME and CDGG funds and $1.4 million in low interest loans from the Federal Home Loan Bank and The Affordable Housing Fund.
- **Greene County Domestic Violence Project** – Facilitating the organization’s efforts to build a new shelter for victims of domestic violence in Greene County.
- **Miami Valley Housing Opportunities** – Prepared proposal requesting $2.8 million from HUD’s “Supportive Housing Program” funding to implement a community wide collaborative venture.
- **Goodwill Industries** – Planned and coordinated the implementation of a new management/merger agreement between Goodwill Industries and The Easter Seal Society of West Central Ohio.

The Community Builders, Inc. (TCB) (Boston, MA): March 1996 – September 1996

**Director of Human Services**

- Managed a wide array of self-sufficiency and supportive services for residents of federally subsidized housing developments in 5 different states. Programs included, but were not limited to, on-site “Education and Employment Centers”, Medical clinics, “Computer Learning Centers”, construction apprenticeship programs, case management services and independent living skills training.
- Created department structure to complement the organization’s new matrix management structure.
- Prepared human service sections of tax credit applications for TCB development projects.
- Developed and wrote human service proposals based on the formation of community collaboratives. (Two of the proposals were funded by the HUD HOPE VI program)
- Began oversight of a nationally funded “Demonstration Project “designed to assess the effectiveness of supportive services in affordable housing developments.


**Executive Director**

- Tripled annual operating budget from $1.2 million in 1989 to a projected $3.7 million in 1996.
- Operated 96 Section 8 SRO units 8 transitional housing units, a battered women’s shelter, a shelter for homeless women, shelter for pregnant teenagers, intergenerational daycare and a youth crisis center.
- Awarded $2.05 million in HUD Supportive Housing Program funds to expand and duplicate “HouseKeys”, an innovative project designed to stabilize individuals and families by providing intensive support services for those moving from shelters to permanent housing.
- Conceived and managed the $5.5 million “YWCA Redevelopment Project” which resulted in the complete renovation of the YWCA’s 80-year-old, 120,000 square foot facility. Negotiated contracts with Montgomery County, the City of Dayton, The Ohio Department of Development, and the Affordable Housing Fund for a total of $2.3 million in financing. Secured maximum amount of low-income housing tax credits from the Ohio Housing Finance Agency (OHFA). Negotiated limited partnership agreements with National City Bank, Bank One, Society Bank and Western Ohio Health Care that resulted in the sale of tax credits and $1.6 million in revenues. Secured a 10-year, Section 8 contract with HUD that guaranteed $3.1 million in future operating revenues through rental subsidies.
- Increased and diversified sources of income. (Diversified to 40 different funding sources).
- Managed 130+ employees in a multi-site delivery operation.
Other Employment

Albuquerque Rape Crisis Center (Albuquerque, NM): 1987 – 1989
• Executive Director

Lehigh Valley Stroke Program (Allentown, PA): 1986-1987
• Development Director

Planned Parenthood of Miami Valley (Dayton, Ohio): 1979-1985
• Director of Education and Training

National and State Presentations:

• Heartland Alliance Annual Conference: 2017
• National Alliance to End Homelessness Pre Conference Meeting: 2013
• Coalition On Housing and Homelessness In Ohio (COHHIO) Annual Conference: 2012, 2013, 2015
• Ohio Housing Conference (OHFA and OCCH) 2012, 2015; Investors Briefing 2013
• Housing Options for Transition-Age Youth Partnership Forum: 2011

Special Appointments, Committees, Boards, and Awards:

Board of Directors:

• Coalition On Homelessness and Housing in Ohio (COHHIO) 2006 – 2021
• Family Violence Prevention Center of Greene County 1996-1999
• The United Way of the Greater Dayton Area 1994, 1995

State Committees:

• Ohio “Homeless Assistance Program” Advisory Committee 2005 - 2021
• Ohio Balance of State (CoC) Advisory Committee 2007 - 2015
• Ohio Human Trafficking Sub-Committee on Victim Services & Safe Locations 2010 - 2015
• Ohio Housing Trust Fund Advisory Committee 1995

Awards:

• 2009 Award of Excellence in Special Needs Housing (Ohio Capital Corporation for Housing)
• 1995 LIHTC Excellence Award (IPED/Affordable Housing Tax Credit Coalition)
• 1994 Affordable Housing Project of the Year Award (CityWide Development Corporation)
06/28/2020

Dear City of Dayton,

Robert M. Lemaster, the owner of Bilbrey Construction, Inc, and all of its employees which operate out of our office located at 832 S. Ludlow Street, and adjacent property owners to Auto Club Drive, are in complete support of honoring Linda Kramer, former CEO of Daybreak by temporarily renaming Auto Club Drive to Linda Kramer Way. We believe this would be a great honor to signify Linda’s tremendous work and support in Dayton Ohio.

Sincerely,

[Signature]

Robert M. Lemaster, President
06/28/2021

Dear City of Dayton,

We the property owners of Daybreak, adjacent property owners to AutoClub Drive, are in complete support of honoring Linda Kramer, former CEO of Daybreak by temporarily renaming AutoClub Drive to Linda Kramer Way. We believe this would be a great honor to signify Linda’s tremendous work in Dayton Ohio.

Sincerely,

[Signature]

Cheli Curran, MBA
CEO Daybreak
June 30, 2021

To:

City of Dayton
101 W. Third Street
Dayton, OH 45402

Mayor and Commissioners,

RTA has been contacted by Daybreak about the possible temporary renaming of Auto Club Drive to Linda Kramer Way, to honor the former CEO of Daybreak. RTA owns the property located at 901 South Ludlow, of which Auto Club drive is the Northern border. As this request will not impact the address of our property, RTA has no opposition to the request.

Sincerely,

Robert Ruzinsky
Chief Executive Officer