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: (See Section V)
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:

   AVIATION

   A1. Defries Copp LLC dba Copp Systems Integrator (twenty-six (26)
       new cameras, network video recorder, cabling and related items)

       $57,787.62
1. (Cont’d):

**FIRE**

| B1. Atlantic Emergency Solutions, Inc. (self-contained breathing apparatus and related items as needed through 12/31/21) | $75,800.00 |
| B2. Reliable Transmission Service Midwest, Inc. (parts, supplies and labor to repair heavy equipment transmissions as needed through 12/31/21) | 4,000.00 |

**POLICE**

| C1. Intrepid Networks LLC (advance throw phone kit) | 12,622.50 |
| C2. White Allen Chevrolet (pre-owned vehicles as needed through 12/31/21) | 60,000.00 |

**PROCUREMENT MANAGEMENT AND BUDGET**

| D1. Assure Global dba We Shield (over the counter (OTC) Covid tests) | 154,994.60 |
| D2. Bound Tree Medical LLC – P0211023 - (PPE gloves) | 16,331.40 |
| D3. Bound Tree Medical LLC – P0211121 - (PPE gloves) | 44,289.00 |
| D4. Health Services, LLC - (over the counter (OTC) Covid tests) | 204,279.00 |

**PUBLIC WORKS**

| E1. Graybar Electric Supply, Inc. (street lighting poles, materials and related items as needed through 12/31/21) | 25,000.00 |
| E2. Allied Builders, Inc. (fencing products, related items and services as needed through 12/31/21) | 20,000.00 |
| E3. Barrett Paving Materials, Inc. (asphalt paving materials and related items as needed through 12/31/21) | 5,000.00 |

**WATER**

| F1. Environmental Air Products, Inc. dba EAP, Inc. (industrial exhaust fans) | 15,240.00 |
| F2. Friends Service Company, Inc. dba FriendsOffice (office furniture including delivery and installation services) | 22,289.22 |
| F3. Pump Systems LLC (replacement Pentair Aurora drain pump as needed through 12/31/23) | 95,329.00 |
| F4. Weiffenbach Marble & Tile Company (epoxy flooring including prep existing concrete and installation services) | 10,665.00 |
| F5. Dixon Engineering, Inc. (nine Remote Operated Vehicle (ROV) water tank inspections as needed through 12/31/22) | 60,500.00 |
| F6. Sidney Electric Company (labor to install filter consoles) | 150,000.00 |
2. Jacobs Engineering Group, Inc. – Service Agreement - for professional design engineering services for the Anaerobic Digester Cover Replacement – Department of Water. $14,000.00 (Thru 12/31/22)

B. Construction Contracts:

3. Bladecutter’s Lawn Service – Award of Contract – for Nuisance Abatement Program Residential Demolition 1 – 2021 (10% SBE, 10% MBE Participation Goal/10% SBE & 10 % MBE Participation Achieved) – Department of Planning, Neighborhoods and Development. $246,200.00 (Thru 12/31/23)

E. Other – Contributions, Etc.:

4. David Lyttle – Payment of Voucher – for cost incurred from July 1, 2021, until September 8, 2021 to provide professional services for the Minority Business Assistance Center (MBAC) – Human Relation Council $15,256.64

5. Goodwill Easter Seals Miami Valley – Grant Agreement – for shelter operation for homeless individuals and families – Department of Planning, Neighborhoods and Development. $110,397.00 (Thru 2/28/22)

6. NAACP – Other – for 2021 contribution – The City Commission Office. $3,500.00

7. Think Patented – Payment of Voucher - for payment of two invoices received prior to August 17, 2021 – Department of Water. $4,108.15

8. Wood Environment & Infrastructure Solutions, Inc. - Payment of Voucher – for payment of six invoices received prior to July 28, 2021 – Department of Water. $105,497.53
IV. LEGISLATION:

Emergency Resolutions – First and Second Reading

<table>
<thead>
<tr>
<th>No. 6611-21</th>
<th>Approving the Submission of Grant Applications and Authorizing the Acceptance of Grant Awards from the Miami Valley Regional Planning Commission under the Transportation Improvement Program for State Fiscal Year 2027, and Declaring an Emergency.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 6612-21</td>
<td>Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety, Ohio Traffic Safety Office in the Amount of Seventy-Six Thousand Two Hundred and Seventy-Five Dollars and Twenty-Two Cents ($76,275.22) on Behalf of the City of Dayton, and Declaring an Emergency.</td>
</tr>
<tr>
<td>No. 6613-21</td>
<td>Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on Behalf of the City of Dayton, and Declaring an Emergency.</td>
</tr>
</tbody>
</table>

V. PLANNING ACTION

A. PUBLIC HEARING:

12. A zoning map amendment and final development plan request to apply a Planned Development (PD) Overlay for 10.18 acres at the southwest corner of Webster Street and Detrick Street (Deeds Point). The Planned Development would allow for the construction of a school, wraparound services clinic, turf sports field, basketball court, play surface (playground), and accessory parking lot. The underlying zoning district (Park/Open Space) would not change. PLN2021-00307
VI. MISCELLANEOUS:

ORDINANCE NO. 31923-21

RESOLUTION NO. 6614-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 993-21
City Manager’s Report

From 2730 – PMB/Procurement

Date October 6, 2021

Expense Type Purchase Order
Total Amount $1,092,106.34

Name See Below
Address See Below

Supplier, Vendor, Company, Individual

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>
</tbody>
</table>

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

Description

AVIATION

(A1) P0211172 – DEFRIES COPP LLC dba COPP SYSTEMS INTEGRATOR, DAYTON, OH

- Twenty-six (26) new cameras, network video recorder, cabling and related items.
- These goods and services are required for security and safety for the Dayton International Airport.
- DeFries Copp LLC dba Copp Systems Integrator is the Original Equipment Manufacturer (OEM) of the existing network; therefore, this purchase was negotiated.
- DeFries Copp LLC dba Copp Systems Integrator qualifies as a Dayton local entity.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1166-43</td>
<td>$57,787.62</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
FIRE

(B1) PC210104 – ATLANTIC EMERGENCY SOLUTIONS, INC., MANASSAS, VA
- Self-contained breathing apparatus and related items as needed through 12/31/2021.
- These goods are required to replace outdated and/or damaged items as well as outfit new recruits.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19007S with pricing through 12/31/2022.
- This amendment increases the previously authorized amount of $61,200.00 by $75,800.00 for a total not to exceed $137,000.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6330-1411-71</td>
<td>$75,800.00</td>
</tr>
</tbody>
</table>

(B2) P0210187 – RELIABLE TRANSMISSION SERVICE MIDWEST, INC., DAYTON, OH
- Parts, supplies and labor to repair heavy equipment transmissions as needed through 12/31/2021.
- These goods and services are required to maintain the City’s Fire fleet.
- Reliable Transmission Service Midwest, Inc. is an authorized regional dealer for Allison brand transmissions with the capability to service heavy equipment; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $10,000.00 by $4,000.00 for a total not to exceed $14,000.00 and therefore requires City Commission approval.
- Reliable Transmission Service Midwest, Inc. qualifies as a Dayton local entity.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>Fire Fleet Management</td>
<td>67000-6330-1167-71</td>
<td>$4,000.00</td>
</tr>
</tbody>
</table>

POLICE

(C1) P0211156 – INTREPID NETWORKS LLC, ORLANDO, FL
- Advanced throw phone kit.
- These goods and services are required by the Dayton Police Hostage Negotiation Team to communicate with suspects during high risk critical incidents.
- Intrepid Networks LLC is the current proprietary vendor of these goods and services; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>State Law Enforcement</td>
<td>28221-6210-1411-71</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2021</td>
<td>Federal Law Enforcement</td>
<td>28150-6210-1411-71</td>
<td>$2,622.50</td>
</tr>
</tbody>
</table>
POLICE (CONTINUED)

(C2) P0211166 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH

- Pre-owned vehicles as needed through 12/31/2021.
- These goods are required to support the daily operations of the Department of Police.
- White Allen Chevrolet, Inc. is a Chevrolet brand local dealership, recommended based on product availability and proven past performance; therefore, this purchase was negotiated.
- White Allen Chevrolet, Inc. qualifies as a Dayton local entity.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Capital Equipment</td>
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<td>$60,000.00</td>
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<td></td>
<td>(Operating)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROCUREMENT, MANAGEMENT AND BUDGET – PROCUREMENT

(D1) P0211168 – ASSURE GLOBAL dba WE SHIELD, NEW YORK, NY

- Over the counter (OTC) Covid tests.
- These goods are required to provide weekly testing to unvaccinated City employees.
- Pursuant to Section 86 of the City of Dayton Charter, the City Purchasing Agent has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Securities (CARES) Act.
- The Department of Procurement, Management and Budget recommends approval of this order. Multiple awards are recommended to ensure supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Coronavirus Local Relief Fund</td>
<td>28133-9980-1384-99-CRF27</td>
<td>$154,994.60</td>
</tr>
</tbody>
</table>

(D2) P0211023 – BOUND TREE MEDICAL LLC, DUBLIN, OH

- PPE gloves.
- These goods are required to protect City employees during the COVID-19 pandemic.
- Twelve (12) possible vendors were solicited and seven (7) responses were received.
- This amendment increases the previously authorized amount of $44,457.70 by $16,331.40 for a total not to exceed $60,789.10 and therefore requires City Commission approval.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Securities (CARES) Act.
- The Department of Procurement, Management and Budget recommends acceptance of the lowest and best response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Coronavirus Local Relief Fund</td>
<td>28133-9980-1384-99-CRF27</td>
<td>$16,331.40</td>
</tr>
</tbody>
</table>
PROCUREMENT, MANAGEMENT AND BUDGET – PROCUREMENT (CONTINUED)

(D3) P0211121 – BOUND TREE MEDICAL LLC, DUBLIN, OH

- PPE gloves.
- These goods are required to protect City paramedics and firefighters during the COVID-19 pandemic.
- Twelve (12) possible vendors were solicited and seven (7) responses were received.
- This amendment increases the previously authorized amount of $89,775.00 by $44,289.00 for a total not to exceed $134,064.00 and therefore requires City Commission approval.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Securities (CARES) Act.
- The Department of Procurement, Management and Budget recommends acceptance of the lowest and best response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Coronavirus Local Relief Fund</td>
<td>28133-9980-1384-99-CRF27</td>
<td>$44,289.00</td>
</tr>
</tbody>
</table>

(D4) P0211167 – 360 HEALTH SERVICES LLC, BOCA RATON, FL

- OTC Covid tests.
- These goods are required to provide weekly testing to unvaccinated City employees.
- Pursuant to Section 86 of the City of Dayton Charter, the City Purchasing Agent has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Securities (CARES) Act.
- The Department of Procurement, Management and Budget recommends approval of this order. Multiple awards are recommended to ensure supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Coronavirus Local Relief Fund</td>
<td>28133-9980-1384-99-CRF27</td>
<td>$204,279.00</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – PROPERTY MANAGEMENT

(E1) P0211055 – GRAYBAR ELECTRIC SUPPLY, INC., DAYTON, OH

- Street lighting poles, materials and related items as needed through 12/31/2021.
- These goods are required for street lighting projects.
- Rates are in accordance with a public cooperative bid price agreement established by the U.S. Communities Contract #EV-2370.
- This amendment increases the previously authorized amount of $10,000.00 by $25,000.00 for a total not to exceed $35,000.00 and therefore requires City Commission approval.
- Graybar Electric Supply, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6480-1301-54</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>
PUBLIC WORKS – STREET MAINTENANCE

(E2) P0210732 – ALLIED BUILDERS, INC., DAYTON, OH

- Fencing products, related items and services as needed through 12/31/2021.
- These goods and services are required to secure City-owned properties.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20010D with pricing through 12/31/2021.
- This amendment increases the previously authorized amount of $10,000.00 by $20,000.00 for a total not to exceed $30,000.00 and therefore requires City Commission approval.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
<td>Highway Maintenance</td>
<td>21100-6430-1301-54</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

(E3) P0210093 – BARRETT PAVING MATERIALS, INC., HARRISON TOWNSHIP, OH

- Asphalt paving materials and related items as needed through 12/31/2021.
- These goods are required for Division’s repair projects.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 17055S with pricing through 12/31/2021.
- This amendment increases the previously authorized amount of $10,000.00 by $5,000.00 for a total not to exceed $15,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Street Maintenance</td>
<td>21000-6430-1301-54</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER RECLAMATION

(F1) P0211159 – ENVIRONMENTAL AIR PRODUCTS, INC. dba EAP, INC., CINCINNATI, OH

- Industrial exhaust fans.
- These goods are required to replace fans, which are non-repairable, for ventilation systems at facilities.
- Environmental Air Products, Inc. dba EAP, Inc. is recommended as sole regional distributor for the OEM; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1411-54</td>
<td>$15,240.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION (CONTINUED)

(F2) P0211170 – FRIENDS SERVICE COMPANY, INC. dba FRIENDSOFFICE, MORAIN, OH
- Office furniture including delivery and installation services.
- These goods and services are required to replace old furnishings worn beyond economical repair for multiple offices within the Division of Water Reclamation.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 17047D with firm pricing through 9/30/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$22,289.22</td>
</tr>
</tbody>
</table>

(F3) P0211176 – PUMP SYSTEMS LLC, MEDINA, OH
- Replacement Pentair Aurora drain pump.
- This good is required to replace a pump necessary for dewatering of the wet well in Broadway Pump Station #2.
- Pump Systems LLC is recommended as the sole regional distributor in the state of Ohio for Pentair Aurora equipment; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $64,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1411-54</td>
<td>$31,329.00</td>
</tr>
<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1411-54</td>
<td>$32,000.00</td>
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<tr>
<td>2023</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1411-54</td>
<td>$32,000.00</td>
</tr>
</tbody>
</table>

(F4) P0211162 – WEIFFENBACH MARBLE & TILE COMPANY, CLAYTON, OH
- Epoxy flooring including prep existing concrete and installation services.
- These goods and services are required to replace flooring in the Westwood Pump Station and Screen building.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19019N with pricing through 7/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<td>2021</td>
<td>Waste Water Treatment</td>
<td>55003-3460-1424-54-SF2107</td>
<td>$10,665.00</td>
</tr>
</tbody>
</table>
WATER – WATER SUPPLY AND TREATMENT

(F5) P0211165 – DIXON ENGINEERING, INC., LAKE ODESSA, MI
- Nine (9) Remote Operated Vehicle (ROV) water tank inspections.
- These services are required to inspect City water tanks.
- Twenty-one (21) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB 21045S with firm pricing through 12/31/2022.
- The Department of Water requests additional authority of $20,000.00 through 12/31/2022. These funds will be for dry inspections if issues are discovered during the ROV inspections.
- The Department of Water recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1153-54</td>
<td>$40,500.00</td>
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<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3430-1153-54</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

(F6) P0211177 – SIDNEY ELECTRIC COMPANY, SIDNEY, OH
- Labor to install filter consoles.
- These services are required to install brand new filter consoles at the Ottawa Treatment Plant.
- Sixteen (16) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB 21044S with firm pricing through 12/31/2022.
- The Department of Water recommends acceptance of the lowest and best bid.

<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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<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1159-54</td>
<td>$150,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS

(F7) P0210410 – BARRETT PAVING MATERIALS, INC., HARRISON TOWNSHIP, OH
- Sand, gravel, crushed stone and related items as needed through 12/31/2021.
- These goods are required for Division’s repair projects.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19001D with pricing through 12/31/2021.
- This amendment increases the previously authorized amount of $140,000.00 by $43,000.00 for a total not to exceed $183,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
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</tbody>
</table>
WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

(F8)  P0211174 – C & S SOLUTIONS, INC., HARRISON, OH

- Pipe locators and accessories.
- These goods are required to trace below ground pipes to protect from the dangers associated with excavation activities.
- C & S Solutions, Inc. is recommended as the sole authorized distributor for SPX Radio detection products in the state of Ohio; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
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<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
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</table>

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

From: 3460 - Water/Water Reclamation
Name: Jacobs Engineering Group, Inc.
Address: 1880 Waycross Road
          Cincinnati, Ohio 45240

Date: October 6, 2021
Expense Type: Service Agreement
Total Amount: $14,000.00 (thru 8/31/2022)

Fund Source(s): 2021 Sanitary Capital Funds
Fund Code(s): 55003-3460-1424-54-SF1901
Fund Amount(s): $14,000.00

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

Description:

PROFESSIONAL SERVICES AGREEMENT
ANAEROBIC DIGESTER RECORD DRAWINGS

The Department of Water requests permission to enter into a Professional Services Agreement with Jacobs Engineering Group, Inc. in the amount of $14,000.00 to perform professional design engineering services for the Anaerobic Digester Cover Replacement. Services will include, but not limited to, the preparation of As-Built Drawings associated with the Anaerobic Digester Cover Replacement project.

These drawings will reflect changes during construction of the replacement floating cover on West Digester No. 10.

The Agreement is being funded using 2021 Sanitary Capital Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on August 31, 2022.

The 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 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
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<td>Copy of City Manager's Report</td>
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<td></td>
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<td>Copy of Original Certificate of Funds</td>
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</table>

| Amount:          | $ 14,000.00 |
| Fund Code        | 55003 - 3460 - 1424 - 54 - SF1901 - |

| Amount:          |                  |
| Fund Code        |                  |

Attach additional pages for more FOAPALS

Vendor Name: Jacobs Engineering Group, Inc
Vendor Address: 1880 Waycross Road, Cincinnati, Ohio 45240
Federal ID: 95-4081636
Commodity Code: 96895
Purpose: Award of Contract for Anaerobic Digester Record Drawings.

Contact Person: Lisa Burton-Yates
Department/Division: Water/Water Engineering
Date: 9/23/2021

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: Lisa Burton-Yates
Date: 9/3/2021

CF Prepared by: Towanie Williams
Date: 9/17/2021

October 18, 2011
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this __________ day of ______________________, 2021, between the City of Dayton, Ohio, ("City"), and Jacobs Engineering Group Inc. with an office at 1880 Waycross Road, Cincinnati, Ohio 45240 (hereinafter referred to as the “Consultant”).

WITNESSETH THAT:

WHEREAS, The City desires certain professional services for the preparation of As-Built Drawings associated with the Anaerobic Digester Cover Replacement and associated appurtenances for the Water Reclamation Facility in the City of Dayton, Ohio; and,

WHEREAS, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and,

WHEREAS, The professional services to be provided under this Agreement are necessary to achieve the purposes of the City’s Water Department.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and Consultant hereby agree as follows:

ARTICLE 1. TERM
The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on August 31, 2022, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT
A. Consultant shall provide all professional services necessary to complete the Services that are described in attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

ARTICLE 3. COMPENSATION
The total remuneration of this Agreement shall not exceed FOURTEEN THOUSAND DOLLARS AND ZERO CENTS ($14,000.00) for all services to be provided by Consultant pursuant to this Agreement as outlined in Attachment B, attached hereto and incorporated herein. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY’S RESPONSIBILITIES
The City will furnish Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE
Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant shall have no liability for defects in the Services attributable to Consultant’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.
If, during the one year period following completion of the Services, it is shown that there is an error in the Services caused by Consultant’s failure to meet the Standard of Care set forth in this Article 5 herein and the City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error. All representations, warranties and guarantees made by Consultant in connection with its Services are limited to those set forth in this Article 5. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.

ARTICLE 6. LIABILITY AND INDEMNIFICATION
Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses of whatsoever kind and nature to the extent such claims, losses, damages, or expenses are caused by Consultant or its agents, employees, contractors, sub-contractors, and representatives negligent or willful acts, errors, or omissions.

To the fullest extent permitted by law: (1) Consultant’s liability to the City for all claims, losses, damages, and expenses resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Consultant under this Agreement; and, (2) neither party to this Agreement shall be liable to the other party for any special, incidental, indirect or consequential damages of any kind, that may result from this Agreement.

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE
During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an “A” rating or better by A.M. Best:

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

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

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

ARTICLE 8. CONFIDENTIALITY
Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being “private.” Such information shall be marked “confidential” and/or “proprietary” by the party providing it.
To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party will protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit Consultant’s disclosure of confidential information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by the City.

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY
Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

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

ARTICLE 10. TERMINATION
This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to submit a plan to the City.

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

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE
Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; 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 Consultant under this Agreement.

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

Consultant: Jacobs Engineering Group Inc.
1880 Waycross Road
Cincinnati, Ohio 45240
Attention: Frank Duran, Vice President

City: City of Dayton, Department of Water
320 West Monument Avenue
Dayton, Ohio 45402
Attention: Michael Powell, Director

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

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

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

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

F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
G. INDEPENDENT CONTRACTOR
By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT
Consultant 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 Consultant from employing independent consultants, associates, and sub-contractors to assist in the performance of the Services.

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

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

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Department of Water is authorized to extend the term of this Agreement for the City.

K. POLITICAL CONTRIBUTIONS
Consultant 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 Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

CITY OF DAYTON, OHIO

______________________________
City Manager

Date: ____________________________

APPROVED:

______________________________
Director, Department of Water

APPROVED AS TO FORM AND CORRECTNESS:

9/21/2021

X John Musto for

______________________________
City Attorney

Signed by: Musto, John

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

______________________________, 2021

Min./Bk.: ________ Page: _________

______________________________
Clerk of the Commission
ATTACHMENT A
SCOPE OF SERVICES
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Preparation of Record Drawings of Anaerobic Digester Cover Replacement and Associated Appurtenances
Consultant: Jacobs

This project consists of providing professional engineering services for the creation of record (As-Built) drawings to reflect changes during construction of the replacement floating cover on West Digester No. 10.

TASK 1

City will obtain markups of the drawings from the construction contractor to reflect changes during construction and provide the markups to Jacobs. The design drawings will be modified to create a set of record drawings. One set of 22 x 34-in drawings and one set of 11 x 17-in drawings will be provided to the City along with CADD files and PDF files on a thumb drive.

Schedule

Upon receipt of the marked up drawings from the construction contractor, Jacobs shall provide a submittal of the final record drawings by July 1, 2022.
ATTACHMENT B
COMPENSATION
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Preparation of Record Drawings of Anaerobic Digester Cover Replacement and Associated Appurtenances
Consultant: Jacobs

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<th>Description</th>
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<td>Prepare Record Drawings</td>
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<tr>
<td>2</td>
<td>Contingency @ 10%</td>
<td>$1,300.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td><strong>$14,000.00</strong></td>
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Consultant services shall be billed at a 3.0 raw labor multiplier. Subconsultants shall be billed with a 10 percent mark-up. Expenses shall be billed at cost.
City Manager's Report

From 2320 - Planning, Neighborhoods & Dev. / Housing & Inspections

Supplier, Vendor, Company, Individual

Name Bladecutter's Lawn Service Inc.

Address 5440 N. Dixie Drive
Dayton, Ohio 45414

Date October 6, 2021

Expense Type Award of Contract

Total Amount $246,200.00 thru 12/31/23

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<td>16022-2320-1174-32</td>
<td>$246,200.00</td>
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Includes Revenue to the City Yes No N/A

Affirmative Action Program Yes No N/A

Description

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION I – 2021
(10% SBE & 10% MBE PARTICIPATION GOAL / 10% SBE & 10% MBE PARTICIPATION ACHIEVED)

The Department of Planning, Neighborhoods & Development requests approval to award a contract with Bladecutter's Lawn Service Inc. The Contractor will supply all materials, tools and personnel for the demolition and disposal of approximately 11 residential structures and all associated building material and incendents thereto. All properties listed below are fire damaged or emergency demolition piles with debris to be disposed of as asbestos-containing material. The contract work includes all demolition activities, excavation, back-fill, site grading, landscaping and seeding. The properties to be removed are: 35 Cambridge Ave., 2003 Richard St., 2228 Brookline Ave., 3200 Palmerston Ave., 36 S. Kilmer St., 552 Cedarhurst Ave., 104 Gordon Ave., 108-110 Gordon Ave., 308 Cambridge Ave., 309 Cambridge Ave., and 1802 East Third St.

Six bids were received (one bidder non-responsive) for this project. The lowest bidder, Advanced Demolition Services, failed to meet Good Faith Effort requirements of the PEP program ordinances. It is recommended that the contract be awarded to the second lowest and best bidder, Bladecutter's Lawn Service Inc., in the amount of $246,200.00. This amount includes the base bid in the amount of $241,200.00, and Alternate No.1, Contingency Allowance, in the amount of $5,000.00. The estimated cost for the project was $287,485.00. Project completion is 100 working days.

This project is being funded using Demolition Special Project funds.

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order:

X 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

Contract Start Date

Upon Execution

Expiration Date

12/31/23

Original Commission Approval

$ 246,200.00

Initial Encumbrance

$ 246,200.00

Remaining Commission Approval

$ -

Original CT/CF

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

$ -

Amount: $ 246,200.00

Fund Code 16022 - 2320 - 1174 - 32 -

Prog Act Loc

Fund Code

Prog Act Loc

Fund Code

Prog Act Loc

Fund Code

Prog Act Loc

Amount:

Fund Code

Prog Act Loc

Fund Code

Prog Act Loc

Fund Code

Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Bladecutter's Lawn Service Inc.

Vendor Address: 5440 N. Dixie Drive Dayton Ohio 45414

Street City State Zip code + 4

Federal ID: 31-1265427

Commodity Code: 96832

Purpose: Award of contract for Nuisance Abatement Program Residential Demolition I - 2021

(10% SBE & 10% MBE Participation Goal)

Contact Person: Ariane Cook

PN&D/Housing & Conservation

Department/Division 9/22/2021

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 Signature

Date

CF Prepared by

9/23/2021

CF/CT Number

SA 09/22/2021

Finance Department

October 18, 2011
Dayton, Ohio  
Department of Planning, Neighborhoods and Development  

Bid Tabulation For: Nuisance Abatement Program Residential Demolition I – 2021 (10% SBE & 10% MBE Participation Goal)  

Bid Opening Date:  
July 1, 2021  

Cost Estimate:  
$287,475.00  

Estimated Time Of Completion:  
100 Working Days  

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<tr>
<td>Rack Family Construction</td>
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*Awarded  
Revised 9/14/98
September 14, 2021

TO: Dennis Zimmer, Civil Engineering

FROM: Donerik Black, Senior Contracts Compliance Officer, Human Relations Council (HRC)

SUBJECT: Nuisance Abatement Program, Residential Demolition I-2021 (10% SBE & 10%MBE Participation Goal)

The apparent low bidder, Advanced Demolition Services submitted a bid utilizing one (1) contractor, however the proposed MBE is not certified in the City of Dayton PEP Program. Furthermore, Advanced Demolition submitted a waiver of the participation goal request, which the HRC analysis found should be denied, as having failed to meet Good Faith Efforts requirements of the PEP program ordinances. The HRC’s decision was based on the waiver request form provided by Advanced Demolition’s Brett Deitering.

A waiver will be granted based on a Bidder’s Good Faith Efforts, and only when the HRC determines that a Bidder has completed all the following activities:

All activities must be completed for a waiver to be granted. The letter provided by Advanced Demolition Services indicates they did not complete all activities.

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder must solicit this interest at least ten (10) business days before the Bid Opening Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used. Advanced Demolition indicated that they tried to contact eight firms, with only three responding. And out of those three they felt that none were able to complete the project in a timely manner. Advanced Demolition indicated that they would meet the MBE goal with a 38% participation. However, the contractor listed, Columbus Abatement is not certified by the City of Dayton PEP program. At no time did Advanced Demolition reach out to my office or the MBAC office for assistance in identifying a PEP certified company to fulfill their contracting needs.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

The division of labor between prime and sub is a business decision of the prime contractor. It is reasonable to raise the question that had Advanced Demolition looked for additional subs after receiving limited responses, they could have met the goal with a City of Dayton PEP certified company.
It is reasonable to raise the question that had Advanced Demolition done their due diligence and reached out to our office we could have helped them identify a certified MBE to do the work.

3. Negotiated in good faith with PEP-Certified Firms and considered the firms’ prices and capabilities as well as the contract goals. PEP-Certified Firms should only be rejected as unqualified for reasons based on a diligent investigation of their capabilities. The Bidder’s standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project’s plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening Date in order to assist them in responding to a solicitation. The HRC believes that the evidence provided supports CG’s efforts of good faith to assist firms with accessing plans and specifications at no cost.

5. Sought the Dayton MBAC’s assistance or used the services of community organizations; contractors’ groups; local, state, or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts. As stated, there is no record of Advanced Demolition reaching out to the MBAC office for assistance.

NOTE: In determining whether a Bidder has made Good Faith Efforts, the HRC may consider the performance of other Bidders in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal, but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

The next low bidder was able to achieve the goal. It is therefore reasonable to assume, that with additional reasonable efforts, the apparent low bidder could have met the goal. If you have any questions or concerns, please feel free to contact me at 937-333-1439.

DB
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Nuisance Abatement Program - Residential Demo I-2021

10% SBE + 10% MBE

Bidder: Blade Cutters Inc
5440 N Dixie
Dayton, Ohio 45414
## Nuisance Abatement Program, Residential Demolition I - 2021 (#7951088)

**Owner:** Dayton OH, City of  
**Solicitor:** Dayton OH, City of  
**08/26/2021 12:00 PM EDT**

<table>
<thead>
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<th>Item Description</th>
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<th>Quantity</th>
<th>Unit Price</th>
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### Alternate No. 1

- **Unit Price:** $5,000.00

### Base Bid Total:

- **Total:** $241,200.00
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES ☐ NO X

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES ☐ NO X

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES ☐ NO X

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

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

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

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

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

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES ☐ NO ☒

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name
Bladecutters Inc.

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract
John Scott, President

Home Office Address
5440 N. Dixie Dr, Dayton Oh

Local Address

Telephone 937-2743801 Fax 937-2749800
E-mail jhscott@bladecutters.com

Federal I.D.# 31-1265427

Dated this _____ day of __________, 20__
Bidder: Bladecutters Inc
(Person, Firm, or Corporation)

By:

Title: President
Bond Number: SOH21309245
Contractor Information
Principal: Bladecutters, Inc.
Address: 5440 N Dixie Drive Dayton Ohio 45414 United States

Owner/Obligee Information
Bond Form: Bid Bond in accordance with Contract Specifications
Owner/Obligee: City of Dayton
Address: 101 W Third St Dayton Ohio 45402 United States

Bond Information
Surety: Westfield Insurance Company
Bid Date: 8/26/2021
Estimated Contract Price:  
Time For Completion:  
Liquidated Damages:  
Estimated Work On Hand:  
Amount of Bid Security: 10%
Contract # or IFB #: 7951088
Description of Job: Nuisance Abatement Program, Residential Demo I 2021
Job Breakdown:  

Electronic Bidding Information
Bid Security Percentage: 10
Bid Security Maximum:  
Owner Assigned Contractor Number: 4874389

Primary Agency:
Hamler Gingrich Insurance Agency Inc
Power of Attorney Limited to: 7000000
Executed
Entered By: Matt James Gingrich - 8/17/2021 4:10:48 PM ET
Approved & Executed By:

Matt James Gingrich
Matt James Gingrich (Signed: 17-Aug-2021 04:11 PM EDT (UTC-04:00))
Signature Information

Know all men by these presents that Westfield Insurance Company, a Corporation duly organized under the laws of the State of Ohio, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.
Certified Copy

Know all Men by these Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

MICHAEL W. GRUBER, ROSEMARY DAMRON, LORI M. ORTIZ, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney(s)-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 6, 2004.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereeto affixed this 21st day of MARCH A.D., 2014.

By: Dennis P. Baus, National Surety Leader and Senior Executive

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina ss.

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of
# Financial Statement

**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio 44251-5001

## OHIO FARMERS INSURANCE COMPANY

**BALANCE SHEET**

12/31/20  
*(in thousands)*

### Assets
- Cash, cash equivalents, and short term investments: 23,041
- Bonds: 429,635
- Stocks: 130,812
- Subsidiaries: 2,333,949
- Real estate: 179,311
- Premiums receivable: 114,652
- Other assets: 162,674

**Total assets:** 3,374,074

### Liabilities
- Reserve for unearned premiums: 168,415
- Reserve for unpaid losses and loss expenses: 327,709
- Reserve for taxes and other liabilities: 169,493

**Total liabilities:** 665,617

### Surplus
- Surplus to policyholders: 2,708,457

**Total surplus:** 2,708,457

**Total liabilities and surplus:** 3,374,074

### State of Ohio

**ss:**

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio; and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2020.

**Attest:**

Frank A. Carrino  
Group Legal Leader, Secretary

Sworn to before me this 10th day of February A.D. 2021.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

Gary W. Stumper  
National Surety Leader  
Senior Executive  

David A. Kotnik  
Attorney at Law  
Notary Public – State of Ohio
BID BOND

Amount $ ____________________________

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, ____________________________________________________________

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this _____ day of ______________________, 20______ .

____________________________________________________________________

Bidder

____________________________________________________________________

Surety

____________________________________________________________________

Name of Insurance Agency

____________________________________________________________________

Address of Insurance Agency

Telephone__________ FAX____________
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, John L. Scott, hereby certify that
(print name – an Officer of the company)
Bladecutters Inc. meets the following Contractor requirements relating
to this City of Dayton construction project

Check All That Apply:

☒ Comply with all City of Dayton income tax obligations and requirements

☒ Maintain worker’s compensation insurance for all employees as required
by the State of Ohio

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

☒ Comply with the State of Ohio Bureau of Worker’s Compensation Drug
Free Workplace Policy

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

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

By: [Signature]

Title: [President]

Date: 8/12/21
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

401 K

Health Ins.


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


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

B.E. Lucas Trucking


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

R E Lucas Trucking

E. Provide a complete listing of any determinations of the bidder’s violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery:

John L. Scott being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Blade Cutters Inc ("the Contracting Party").

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

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

☒ Corporation organized and existing under the laws of the State of OHIO.

☐ Labor organization.

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

By: 

Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio { SS:
COUNTY OF Montgomery }

John L. Scott, being first duly sworn deposes and
states that:

(1) He/she is President

(owner, partner, officer, representative, or agent)

Bladecutters Inc.

(business or organization name)

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

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

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

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

SIGNED

President

TITLE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Nuisance Abatement Program/Residential Demo 1-2021

NAME

During the performance of this contract:

Bladecutters Inc. 5440 N. Dixie Dr 937-274-3861 / 937-274
CONTRACTOR ADDRESS 4544 DAYTON, OH 4544 TELEPHONE / FAX 9370

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

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

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

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

The required goals and timetables are as follows:

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<tr>
<td>Goals of Minority Worker Utilization Expressed in Percentage Terms</td>
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<table>
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<tr>
<th>From 4/1/80 to Present</th>
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<tbody>
<tr>
<td>Goals of Female Worker Utilization Expressed in Percentage Terms</td>
</tr>
<tr>
<td>6.9%</td>
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</table>
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

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

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

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

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

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.

c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
c) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

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

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

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

**CONTRACTOR'S CERTIFICATION**

Bladecutters Inc (Contractor) certifies that:

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

   Trucking
   Dumping

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

   b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN: ____________________________

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
PEP-CERTIFIED

(Select One) Participation Form

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract’s participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm’s participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

Section 1: Bidder / Proposer Information

Name of Bidder / Proposer’s Firm: Blade Cutters Inc
Address: 5440 N Dixie Dr
City: Dayton State: OH ZIP: 45414
Telephone: 937-274-3861 Email: info@blade-cutters.com
Primes Base Bid: $246,200
Name of Project: WASURE FARMER Program/Residential Demo 1-2021

Section 2: PEP-Certified Business & Participation Information

Name of PEP-Certified Firm: R.E. Lucas
PEP-Certified Firm’s Tax ID: 823170572
Scope of Work to Be Performed by Certified Firm: Trucking

<table>
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<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
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<td>Materials</td>
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<td>%</td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td>%</td>
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Section 3: Affirmations

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Signature of Bidder/Proposer’s Authorized Agent: R.E. Lucas
Printed Name of Bidder/Proposer’s Authorized Agent: R.E. Lucas
(Please Print)

Date: 8/20/2021

If the Bidder/Offeror is not awarded a contract, or if the HRC does not approve of the terms as stated above, then any and all representations on this participation form shall be null and void.
PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract’s participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm’s participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: **Bladecutters Inc**
Address: 5401 Dixie Dr
City: Dayton  State: Oh  ZIP: 45414
Telephone: 937-499-8601  Email: info@blade cutter.com
Primes Base Bid $ 246,200.00
Name of Project: Nuisance Abatement Program/Residential Demo 1, 2021

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: **R E Lucas**
PEP-Certified Firm’s Tax ID#: 82-3170522
Scope of Work to Be Performed by Certified Firm: Trucking

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<tr>
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<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
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<td>$ 246,200.00</td>
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<td>Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

**Signature of Bidder/Proposer’s Authorized Agent**

**Printed Name of Bidder/Proposer’s Authorized Agent**

**Title of Bidder/Proposer’s Authorized Agent**

**Date**

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

BACK
The Human Relations Council (HRC) requests permission for a payment of voucher in the amount of Fifteen Thousand Two Hundred Fifty Six Dollars and Sixty Four Cents ($15,256.64) for costs incurred from July 1, 2021 until September 8, 2021 to provide professional services 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.

Mr. Lytle’s contract is paid from the MBAC Grant. The contract could not be processed and go into effect until after approval of the Grant. The HRC will work with Finance for potential solutions in the event this timing issue occurs again.

The funding source is Other Grants/MBAC 2021-2023

A certificate of funds is attached.

Approved by City Commission

Clerk

Date

Updated 8/2016
Date: September 24, 2021

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

FROM: Erica Fields, Executive Director  
       Human Relations Council

RE: David Lyttle - Payment of Voucher

Please find attached the original contract, Certificate of Funds, and City Manager’s Report. Also, is attached are a City Manager’s Report, Certificate of Funds, and the invoices for the payment of voucher.

This contract was approved by the City Commission on September 8, 2021; however the contract could not be approved or go into effect until the Minority Business Assistance Center (MBAC) Grant was approved.

We request that this be placed on the October 6, 2021 City Manager’s Calendar.

If you have any questions, please contact me at x1400.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<tr>
<td>Expiration Date</td>
<td>06/30/23</td>
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<tr>
<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
<td>$ 15,256.64</td>
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<tr>
<td>Remaining Commission Approval</td>
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<td></td>
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<td>Original CT/CF</td>
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<tr>
<td>Increase Encumbrance</td>
<td>$ -</td>
<td></td>
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<tr>
<td>Decrease Encumbrance</td>
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<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></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

Amount: $ 15,256.64

Fund Code: 28259 - 1400 - 1159 - 57 - XXXX - XXXX

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

Attach additional pages for more FOAPALs

Vendor Name: David Lyttle
Vendor Address: 5631 Willow Twig Lane Dayton OH 45459
Federal ID: 91831
Commodity Code: 91831
Purpose: Payment of Voucher

Contact Person: Erica Fields
Human Relations Council 9/23/2021

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: [Signature]
Date: 9/28/2021

CF Prepared by: [Signature]
Date: 9/27/2021
CF/CT Number: CT21-3049
FROM: David Lyttle  
5631 Willow Twig Lane  
Dayton, Ohio 45459  
(937) 545-4407

TO:  
Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402

<table>
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<th>LINE TOTAL</th>
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<td>16</td>
<td>MBAC Consulting Services (see attached Activity Report)</td>
<td>$38.92</td>
<td>$622.72</td>
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Subtotal: $622.72  
Sales Tax: n/a  
Total: $622.72

Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
# INVOICE

FROM: David Lyttle  
5631 Willow Twig Lane  
Dayton, Ohio 45459  
(937) 545-4407

TO: Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402

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</table>
| 40           | MBAC Consulting Services  
(see attached Activity Report) | $38.92 | $1,556.80 |

Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
INVOICE

FROM: David Lyttle
5631 Willow Twig Lane
Dayton, Ohio 45459
(937) 545-4407

TO:
Minority Business Assistance
Center
City of Dayton
Human Relations Council
371 West Second Street
Dayton, Ohio 45402

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<tr>
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<td>MBAC Consulting Services (see attached Activity Report)</td>
<td>$38.92</td>
<td>$1,556.80</td>
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</tbody>
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Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
# INVOICE

**FROM:** David Lyttle  
5631 Willow Twig Lane  
Dayton, Ohio 45459  
(937) 545-4407

**TO:** Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402

**Invoice Date:** 9/20/2021  
**Invoice #:** 004

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<td>MBAC Consulting Services (see attached Activity Report)</td>
<td>$38.92</td>
<td>$1,556.80</td>
</tr>
</tbody>
</table>

**Subtotal:** $1,556.80  
**Sales Tax:** n/a  
**Total:** $1,556.80

Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
FROM: David Lyttle  
5631 Willow Twig Lane  
Dayton, Ohio 45459  
(937) 545-4407

TO:  
Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402

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<tr>
<td>40</td>
<td>MBAC Consulting Services</td>
<td>$38.92</td>
<td>$1,556.80</td>
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MODIFIED 2022-09-09  
PAYMENT:  
APPROVED AMT:  $1,556.80

IN DISTRIBUTION  
2022-09-09  
1400  
159-57

IN GOODS/IMCS REC'D  
9/08/22

PAY - YES/NO (Circle One)  
NO

IN APPROVAL

APPROVAL

Subtotal $1,556.80
Sales Tax n/a
Total $1,556.80

Thank you for your business!

Make check payable to:  David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
FROM: David Lyttle  
5631 Willow Twig Lane  
Dayton, Ohio 45459  
(937) 545-4407  

TO: Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402  

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<tr>
<td>(see attached Activity Report)</td>
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*Note: Payment without order MUST have account codes*

Subtotal $1,556.80
Sales Tax n/a
Total $1,556.80

Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
FROM: David Lyttle  
5631 Willow Twig Lane  
Dayton, Ohio 45459  
(937) 545-4407  

TO: Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402  

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**INVOICE**

Invoice Date: 9/20/2021  
Invoice#: 007

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Subtotal: $1,556.80  
Sales Tax: n/a  
Total: $1,556.80  

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Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
INVOICE

FROM: David Lyttle
5631 Willow Twig Lane
Dayton, Ohio 45459
(937) 545-4407

TO: Minority Business Assistance Center
City of Dayton
Human Relations Council
371 West Second Street
Dayton, Ohio 45402

Invoice Date: 9/20/2021
Invoice #: 008

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Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
# INVOICE

## FROM:
David Lyttle  
5631 Willow Twig Lane  
Dayton, Ohio 45459  
(937) 545-4407

## TO:
 Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402

## INVOICE DATE
9/20/2021

## DATE OF SERVICES
8/23/2021 TO 8/27/2021

## PAYMENT DUE BY:
10/1/2021

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- **Total:** $1,556.80

Thank you for your business!

Make check payable to:  David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
INVOICE

FROM: David Lyttle
5631 Willow Twig Lane
Dayton, Ohio 45459
(937) 545-4407

TO:
Minority Business Assistance Center
City of Dayton
Human Relations Council
371 West Second Street
Dayton, Ohio 45402

Invoice Date: 9/20/2021
Invoice#: 010

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 Sub total $1,556.80
 Sales Tax n/a
 Total $1,556.80

Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
INVOICE

FROM: David Lyttle
5631 Willow Twig Lane
Dayton, Ohio 45459
(937) 545-4407

TO:
Minority Business Assistance Center
City of Dayton
Human Relations Council
371 West Second Street
Dayton, Ohio 45402

Invoice Date: 9/20/2021
Invoice#: 011

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<td>$622.72</td>
</tr>
</tbody>
</table>

Subtotal $622.72
Sales Tax n/a
Total $622.72

Thank you for your business!

Make check payable to: David Lyttle - 5631 Willow Twig Lane Dayton, Ohio 45459
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

WHERAS, 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 LYTTLE

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
David Lyttle  
5631 Willow Twig Lane  
Dayton, OH  45459  
(937) 545-4407  
David.Lyttle@daytonohio.gov

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

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:

August 25, 2021

Min.Bk. I-14 Pg. ____

Regina B. Blackburn
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.

###

The remainder of this page is intentionally left blank.
City Manager's Report

From 1400 - Human Relations Council
Supplier, Vendor, Company, Individual
Name David Lyttle
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

Fund Source(s) Fund Code(s) Fund Amount(s)
Other Grant/State 28259-1400-1159-57 $165,162.40

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 Lyttle 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

[Signature]
August 25, 2021

FORM NO. MS-16

Updated 8/2016
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

Amount: $ 165,162.40

Fund Code 28259 1400 - 1159 - 57 - XXXX - XXXX

Fund  Org  Acct  Prog  Act  Loc

Vendor Name: David Lytle

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: [Signature]

Date: 8/16/2021

CF Prepared by: [Signature]

Date: 8/16/2021

CF/CT Number: CT21-3044

Finance Department

October 18, 2011
City Manager's Report

From: 2390 - Planning, Neighborhoods & Dev./Development (HUD programs)
Supplier, Vendor, Company, Individual: Goodwill Easter Seals Miami Valley
Address: 660 South Main Street, Dayton, OH 45402

Date: October 6, 2021
Expense Type: Grant Agreement
Total Amount: $110,397.00 (thru 2/28/2022)

Fund Source(s): Emergency Solutions – COVID-19
Fund Code(s): 25003-2390-1159-31- PL1948
Fund Amount(s): 110,397.00

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

Description:

EMERGENCY SOLUTIONS GRANT CARES ACT PROGRAM
SUBRECIPIENT AGREEMENT
GOODWILL EASTER SEALS MIAMI VALLEY

The Department of Planning, Neighborhoods and Development is requesting approval to enter into an Agreement with Goodwill Easter Seals Miami Valley in the amount of $110,397.00, to provide shelter operations for homeless individuals and families. The City of Dayton has been awarded 2020 Emergency Solutions Grant – COVID 19 (ESG-CV) funding from the U.S. Department of Housing & Urban Development (HUD) to improve the quality of existing emergency shelters, provide critical social and supportive services necessary to assist homeless individuals in becoming self-sufficient, and to respond to the growing effects of COVID-19.

During the COVID-19 pandemic, St. Vincent de Paul operator of the community’s two largest emergency shelters, is experiencing an increase in the mental health and behavioral health needs of shelter guests. Goodwill Easter Seals Miami Valley will provide Mental Health Shelter Navigators to provide linkage to behavioral health treatment and supports on-site at the two emergency shelters.

This Agreement shall commence upon execution and it shall terminate on February 28, 2022. This Agreement is funded with FY2020 Emergency Solutions COVID-19 (ESG-CV) funding.

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
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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| Amount: | $ 110,397.00 |
| Fund Code: | 25003 - 2390 - 1159 - 31 - PL1948 - XXXX |

| Amount: |             |
| Fund Code: | XXXX - XXXX - XXXX - XX - XXXX - XXXX |

Attach additional pages for more FOAPALs

Vendor Name: Goodwill Easter Seals Miami Valley
Vendor Address: 660 South Main Street, Dayton, OH 45402-2708
Federal ID: 310537112
Commodity Code: 96199
Purpose: Funding for 2020 Emergency Solutions Grant- COVID 19 with Goodwill Easter Seals Miami Valley to provide mental health and behavioral health services to those experiencing homelessness.

Contact Person: Beth Wilson x3688
Planning, Neighborhoods & Development Department/Division: 9/22/2021

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: [Signature]
Date: 9/27/2021

CF Prepared by: [Signature]
Date: 9/24/2021
CF/CT Number: CT21-3067

Process: PROCEDED BY SEP 24 2021

October 18, 2021
EMERGENCY SOLUTIONS GRANT CARES ACT PROGRAM
SUBRECIPIENT AGREEMENT
GOODWILL EASTER SEALS MIAMI VALLEY
CFDA 14.231
E-20-MW-39-0010

THIS SUBRECIPIENT AGREEMENT ("Agreement") is entered into this day _____ of ______________, 2021, between the CITY OF DAYTON, OHIO (hereinafter referred to as "City") and GOODWILL EASTER SEALS MIAMI VALLEY, a not-for-profit corporation organized under the laws of the State of Ohio, (hereinafter referred to as "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," for the purpose of implementing an Emergency Solutions Grant COVID-19 (ESG-CV) Program with federal assistance under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) enacted on March 27, 2020, as Public Law 116-136, to respond to the growing effects of COVID-19; and,

WHEREAS, the Program qualifies for the receipt of funding under ESG-CV Program, and that providing a portion of the City’s grant award from HUD to the Implementing Agency for its Program is consistent with the objectives of the ESG-CV Program.

NOW, THEREFORE, In consideration of the mutual promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. GRANT OF FUNDS

The City grants the Subrecipient a portion of its Emergency Solutions Grant COVID-19 (ESG-CV) Program award from HUD in an amount not to exceed ONE HUNDRED TEN THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS AND ZERO CENTS ($110,397.00) for the costs of managing and operating the Program.

II. SCOPE OF SERVICES

A. Program

The Subrecipient shall, in a manner satisfactory to the City, manage and operate the Program, as described in Exhibit A, which is attached hereto and incorporated herein. The Subrecipient shall be solely responsible for all aspects of operating the Program, and shall use the funds provided hereunder for those costs listed in Exhibit A under the heading “Use of Funds.”

B. Special Requirements

1. Any building for which Emergency Solutions Grant COVID-19 (ESG-CV) Program funds are used must be maintained as a shelter for the homeless for the period prescribed by the HUD regulations set forth in 2 CFR Subpart D 200.311.

2. Any Emergency Solutions Grant COVID-19 (ESG-CV) Program funds used for building renovation, conversion or major rehabilitation must meet the local government standard of being in a safe and sanitary condition.
3. Homeless individuals must be given assistance in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living and obtaining other federal, state, local, and private assistance that may be available for such individuals.

4. To the maximum extent practicable, homeless individuals and families must be involved in the construction, renovation, maintenance, and operation of facilities assisted under the Emergency Solutions Grant Program, and in providing services for occupants of these facilities.

5. The Subrecipient must comply with applicable federal laws concerning non-discrimination and equal opportunity accessibility, lead-based paint, flood insurance, drug and alcohol free facility and use of debarred, suspended, or ineligible subrecipients. (See Appendix II to Part 200)

C. Monitoring and Evaluation

1. Subrecipient agrees that the City and HUD, or its agents shall monitor, evaluate and may provide guidance and direction to Subrecipient in the conduct of the work and activities to be performed under the terms of this Agreement.

2. The City will monitor the performance of the Subrecipient against goals and performance standards as set forth in Exhibit C. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures may be initiated.

III. TIME OF PERFORMANCE

This Agreement shall be effective upon approval by the City Commission. The services and work to be performed by the Subrecipient shall commence July 1, 2021, through February 28, 2022, at which time all work must be satisfactorily completed in compliance with this Agreement.

IV. BUDGET AND PAYMENT PROCEDURES

A. Budget

Exhibit B, which is attached hereto and incorporated herein, shall serve as the official line item budget for the Program to be funded under this Agreement. In order to provide sufficient flexibility in the operation of the Program, the Subrecipient may amend the budget by transfer of funds between budget line items, so long as no line item is changed by more than 10% of that amount presently set out for that particular line item and such change would not violate 2 CFR Subpart D and E. A transfer of funds greater than 10% in any one line item shall not be effective until copies of the proposed amended budget are presented to and approved by the City’s Director of Planning, Neighborhoods & Development.
B. Payment Procedures

1. The City shall reimburse to the Subrecipient funds available under this Agreement based upon information submitted by the 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 the Subrecipient, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

2. Disbursements shall be made for merchandise or services that have been properly budgeted and authorized which are accompanied by an invoice, Agreement, purchase order, or other authorization properly approved. Disbursements shall be made after certification by the Subrecipient that the Subrecipient has received the merchandise or services. All disbursements are to be made by check. No checks are to be payable to Cash. All checks shall be pre-numbered.

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

4. No funds are to be encumbered for the payment of Program costs incurred prior to the order to proceed, or costs incurred with respect to any action of the Subrecipient after the City has requested that the Subrecipient furnish data concerning such action prior to proceeding further, unless and until the Subrecipient is thereafter advised in writing that the City does not object to so proceeding.

5. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards.

V. GENERAL CONDITIONS

A. Compliance

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

2. The 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. The 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 the 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, the Subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

B. Independent Contractor

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

Subrecipient understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not City employees, and not entitled to any of the emoluments of City employment, including for the purposes of Ohio Employee Retirement System membership. Further, the Subrecipient shall be responsible for paying such agents, Subrecipients and sub-Subrecipients, withholding from their pay, all local, state and federal taxes, and Workers Compensation Insurance. Subrecipient further acknowledges and agrees that none of its employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. Indemnification

The Subrecipient shall defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages and expenses to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance by the Subrecipient of this Agreement and/or the Program, including any violation of state,
federal or local laws, rules and regulations governing the use or expenditure of Emergency Solutions Grant Program funding and/or the acts, omissions or conduct of the Subrecipient, its employees, contractors and/or agents.

In the event the Subrecipient violates any HUD regulations or requirements, and specifically those related to the Emergency Solutions Grant Program, the Subrecipient shall assume full and complete responsibility for said violations, including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify, and hold the City, its elected officials, officers, agents and employees harmless.

D. **Insurance & Bonding**

The 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 cash advances by the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200 Subpart D.

E. **Amendments**

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

F. **Entire Agreement / Integration**

This Agreement, together with all Exhibits and attachments referenced herein, represents the entire and integrated Agreement between the City and the Subrecipient. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

G. **Waiver**

A waiver by either party 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 waiving party’s rights with respect to any other or further breach.

H. **Governance 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.

I. **Reference to Laws**
All references to local, state, and federal laws, regulations, rules 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.

J. Notices

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

To City: City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
101 West Third Street
Dayton, Ohio 45402
Attn: Beth Wilson
Beth.Wilson@daytonohio.gov

To Subrecipient: Goodwill Easterseals Miami Valley
660 S. Main St.
Dayton, OH 45402
Attn: Jen Bonifas
j.bonifas@gesmv.org

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

VI. FINANCIAL MANAGEMENT

A. Accounting Standards

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

B. Cost Principles

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

VII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained

1. The Subrecipient shall maintain all records required by the federal regulations specified in 2 CFR Subparts D and E that are pertinent to the 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 Emergency Solutions Grant eligible activities;

(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 Emergency Shelter Grant assistance;

(e) Records maintained in the Dayton Montgomery County Homeless Management Information System (HMIS), with continuous participation and at minimum 90% completion rate for Universal Data Elements by the Subrecipient;

(f) Financial records as required by 2 CFR Part 200.

2. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, Agreements, 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.

3. At any time during normal business hours and as often as the City may deem necessary, the Subrecipient shall make available to the City all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine, and make excerpts of transcripts from such records and to make audits of all agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. At the agreement of both parties, The City may require the Subrecipient to provide by an independent CPA at the Subrecipient's expense, an audit of this Agreement. In performing such audits, the Subrecipient shall require the auditor to comply with all City rules and regulations governing auditing.

B. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after receipt of final payment. 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 three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

C. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for the services to be provided under the terms of this Agreement. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to the City or its designees for review upon request.
D. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited 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.

E. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 2 CFR 200 Subpart D, as applicable.

F. Close-Outs

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out 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 receivable accounts to the City), and determining the custodianship of records.

G. Audits & Inspections

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

H. Subcontracting

1. The Subrecipient represents that it has or will secure at its own expense, all personnel required to perform the work and services under this Agreement for the Program. All of the work and services required will be performed by the Subrecipient or under its supervision and all personnel engaged in the work and services shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work and services.

2. None of the work or services covered by this Agreement shall be subcontracted without written approval of the City. Any work or services subcontracted hereunder shall be subject to each provision of this Agreement.
VIII. REPORTING AND PAYMENT PROCEDURES

A. Program Income

The Subrecipient shall report quarterly all “program income,” as defined at 2 CFR 200.307 generated by activities carried out with Emergency Shelter Grant funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 CFR 200.307. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program balances on hand. All unused program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

B. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

C. Progress Reports

The Subrecipient shall submit a Progress Report to the City in the form, content, and frequency as required by the City.

D. Procurement

1. The Subrecipient shall comply with the City’s policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. The 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.

IX. EQUAL EMPLOYMENT OPPORTUNITY

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

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

B. The Subrecipient shall comply with all other applicable federal, state and local laws, regulations, and/or orders pertaining to equal employment opportunity.

X. **TERMINATION**

In addition to all other remedies provided under this Agreement or at law, the City may terminate this Agreement in the event or for the following reasons:

A. The Subrecipient’s failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

B. The Subrecipient’s breach of any term or condition of this Agreement;

C. The Subrecipient’s violation of any applicable federal, state and/or local law, rule, regulation, OMB Circular, executive order or directive, including any provision of the Stewart B. McKinney Homeless Assistance Act, as amended by the National Affordable Housing Act;

D. The Subrecipient’s submission of any invoices, reports or records that are incorrect, fraudulent and/or incomplete in any material respect;

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

F. Suspension or termination of the Emergency Solutions Grant Program Cares Act grant award to the City under which this Agreement is made. However, if the grant is merely reduced and in the absence of any contrary grantor agency directive, the Subrecipient may readjust its budget and recommend amendment(s) to the City; or

G. When required or directed by HUD to terminate, assign, or transfer this Agreement.

Except as otherwise provided, you must cure any default under this Agreement within thirty days after delivery of notice of default to you in our then-standard form or forms of communication. In the event the City terminates this Agreement for reasons (a) through (g) above, the Subrecipient may be required to repay, at the City’s discretion, all or a portion of the funds disbursed to the Subrecipient under this Agreement. Notwithstanding, it is understood that in the event of termination for any of the aforementioned reasons, all unexpended funds in the Subrecipient’s possession on the date of termination shall be immediately returned to the City.

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

No member of the governing body of the City and no other officers, officials, agents or employees of the City or government of the United States of America, shall have any personal financial interest, direct or indirect, in this Agreement. The Subrecipient shall take appropriate steps to insure compliance.

XII. INTEREST OF SUBRECIPIENT

The Subrecipient covenants that no person who presently exercises any function or responsibilities in connection with the program has any personal financial interest, direct or indirect, in the Agreement. The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any parcels of property within the City which thereby causes conflict in any manner or degree with the performance of its work or services hereunder.

XIII. 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.

XIV. 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, the City and the Subrecipient, 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

Date

GOODWILL EASTER SEALS MIAMI VALLEY

Executive Director

Date

APPROVED AS TO FORM AND CORRECTNESS:

9/7/2021

X John Musto for

City Attorney

Signed by: Musto, John

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

____________________________, 2021

Min. / Bk. _______ Page _______

____________________________

Clerk of the Commission
EXHIBIT “A”
SCOPE OF SERVICES
GOODWILL EASTER SEALS MIAMI VALLEY

1. PROGRAM

During the COVID-19 pandemic, St. Vincent de Paul operator of the community’s two largest emergency shelters, is experiencing an increase in the mental health and behavioral health needs of shelter guests. The instability, isolation and uncertainty resulting from the recent global pandemic has exacerbated the challenges for people experiencing homelessness. Goodwill Easter Seals Miami Valley using Peer Recovery Supporters will provide Mental Health Shelter Navigators to provide linkage to behavioral health treatment and supports. Peer Recovery Supporters are trained to support people experiencing mental illness and/or substance use disorders. The Peer Recovery Supporters will provide engagement on-site at the St. Vincent de Paul Gettysburg Gateway for Men and the Apple Street Shelter for Women and Families.

Emergency Solutions Grant CARES Act (ESG-CV) funds will be used to cover the salary and benefits of 2 FTE Peer Recovery Supporters, supervision of staff, service delivery costs and administrative costs.

2. COMMUNITY DEVELOPMENT GOALS AND OBJECTIVES

- Provide temporary assistance to individuals that would have become homeless but for this assistance;
- Reduce the number of households entering shelter; and
- Reduce length of time households spend in shelter.

3. 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.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its grantees. The implementation of an outcomes funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The City shall report outcome accomplishments to HUD. The City therefore requires the Subrecipient to submit performance measurement reports that focus on establishing clear 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.
4. **SUBRECIPIENT RESPONSIBILITIES**

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

- Comply with all ESG regulations;
- Market program in conjunction with the City;
- Provide prevention, and rapid re-housing assistance to eligible families and individuals; and
- Preparation of reports to the City as detailed in Article VIII of the Agreement.

5. **BUDGET**

The **ONE HUNDRED TEN THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS AND ZERO CENTS ($110,397.00)** in ESG-CV funds will be used to cover the salary and benefits of 2 FTE Peer Recovery Supporters, supervision of staff, service delivery costs and administrative costs.

6. **PAYMENT PROCEDURES**

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B. Subrecipient shall submit all invoices and supporting records and documentation to the City’s Department of Planning, Neighborhoods & 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. Accomplishments Summary, etc.;
   5. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination;
   6. Total Amount Requested;
   7. List of Enclosed Documents;
   8. Agreement funding Balance;
   9. Other information Subrecipient desires to communicate to the City’s Project Coordinator; and
10. Signature of Subrecipient’s Fiscal Officer or Chief Official.

B. Supporting Documentation

Subrecipient shall collect, maintain, and submit the following documentation and information with invoices for payment.

For Project administration, the Subrecipient will include:

1. Number of hours worked on the program/project funded, and

2. Summary of work performed by employee during the time for which payment was made.

For supplies/materials, the documentation and information shall include:

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.

For professional services provided by a subcontracted entity, the documentation and information shall include:

1. A copy of the subcontract must be submitted (at least one during the Agreement period, if Contractor will seek reimbursement on several invoices); and

2. Contractor must require that the subcontracted agency submit the same level of documentation and information that Contractor must provide to seek payment from the City and such information and documentation must be submitted by the Contractor to the City with its invoice. At a minimum, the subcontracted agency should provide Contractor a cover memo, on company letterhead, which summarizes the request for payment, the amount requested, services provided for the requested amount, and information on clients served, if applicable. Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient within thirty (30) days from the date the City receives the invoice.

7. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, the Subrecipient must keep the following documents:

A. Referrals from social service agencies documenting that program participant were indeed homeless at the time they entered the Program;

B. Dates when participating families/individuals entered and exited from the Program;

C. The services that each Program participant received; and

D. Follow-up services provided to those Program participants who exit the Program during this program.
Subrecipient will maintain case files, including above information for a period of not less than five (5) years after completion of the program. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article VII of the Agreement.

8. REPORTING PROCEDURES

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

A. Initial Progress Report

No later than fifteen (15) days from the effective date of this Agreement, the Subrecipient shall submit to the City an initial report, which summarizes progress, initiated to date.

B. Quarterly Progress Report

On the fifth (5th) day of the month following the end of a quarter, beginning with the fourth quarter of the 2021 Fiscal Year, the Subrecipient must submit a progress report which details at a minimum the following:

1. Total number of individuals who applied for assistance;

2. Total number of individuals approved for assistance;

3. Demographic profile of applicants and approved recipients;

4. Number of individuals assisted;

5. Description of assistance completed for each individual assisted;

6. Percentage of applicants who were from low and moderate income households; and,

7. Status of funding i.e. expenditures and remaining balance.

All reports shall be submitted to the City’s Department of and Planning, Neighborhoods & Development.
EXHIBIT B
PROGRAM BUDGET

The Subrecipient will be reimbursed for eligible costs shown in the following budget and based on the appropriate documentation up to a maximum of $110,397.00 per the term of the Agreement.

**EXAMPLE**

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<th>Eligible Activities</th>
<th>City ESG-CV FY2020 Activity Amount</th>
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<td>Personnel</td>
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<td>$9,119.23</td>
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<td>Emergency Solutions Grants – COVID 19</td>
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<tr>
<td>Subtotal</td>
<td>$110,397.00</td>
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</table>
City Manager’s Report

From 1200 - Clerk of Commission
Name NAACP
Address 915 Salem Avenue
Dayton OH 45406
Date October 6, 2021
Expense Type Other, (See Description Below)
Total Amount $3,500.00

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-1200-1231-52 $3,500.00

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

Description

2021 Contribution

The National Association for the Advancement of Colored People (NAACP) is a community-based agency that assists the community by ensuring the educational, social and economic equality of rights of all persons, and eliminating racial hatred and racial discrimination. The vision is to ensure a society in which all individuals have equal rights and there is no racial hatred or racial discrimination within the community.

The City of Dayton’s contribution to the NAACP of ($3,500.00) will assist with the continued support of the organization, and to allow for various opportunities through the agency of the community.

A Certificate of Funds in the amount of $3,500.00 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

- New Contract
- Renewal Contract
- Change Order

Contract Start Date: Upon Execution
Expiration Date: 
Original Commission Approval: 
Initial Encumbrance: $3,500.00
Remaining Commission Approval: $-
Original CT/CF: $-
Increase Encumbrance: $-
Decrease Encumbrance: $-
Remaining Commission Approval: $-

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

Amount: $3,500.00
Fund Code: 10000 Fund, 1200 Org, 1231 Acct, 52 Prog, XXXX Act, XXXX Loc

Amount: ________________
Fund Code: XXXX Fund, XXXX Org, XXXX Acct, XXXX Prog, XXXX Act, XXXX Loc

Amount: ________________
Fund Code: XXXX Fund, XXXX Org, XXXX Acct, XXXX Prog, XXXX Act, XXXX Loc

Attach additional pages for more FOAPALs

Vendor Name: NAACP
Vendor Address: 915 Salem Avenue, Dayton OH 45406
Federal ID: 31-6077948
Commodity Code: 94635
Purpose: 2021 Annual Contribution

Contact Person: Regina D. Blackshear
City Commission Office: 9/22/2021
Department/Division: Date

Originating Department Director's Signature: ______________________

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: ______________________
Date: 9/29/2021

CF Prepared by: ________________
Date: 9/27/2021

CF/CT Number: C521-D140

October 18, 2011
City Manager’s Report

From 3470 - Water/Environmental Protection
Supplier, Vendor, Company, Individual
Name Think Patented
Address 2490 CrossPointe Dr.
Miamisburg, Ohio 45342

Date October 6, 2021
Expense Type Payment of Voucher
Total Amount $4,108.15

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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2021 Source Water Protection Fund</td>
<td>53997-3470-1159-55</td>
<td>$4,108.15</td>
</tr>
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</table>

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

Description

PAYMENT OF VOUCHER
SOURCE WATER PROTECTION MARKETING MATERIALS

The Department of Water requests a Payment of Voucher in the amount of $4,108.15 to pay two invoices with Think Patented.

Currently, the Department of Water has an Agreement with Think Patented for marketing material services. This Agreement was approved on March 14, 2018 in the amount of $80,000.00 with an expiration date of March 31, 2020. The First Amendment-First Renewal was approved on April 8, 2020 for $40,000.00 with an expiration date of March 31, 2021, making the contract total $120,000.00. The Second Amendment for a Time Extension extended the expiration date to December 31, 2021. The 2020 Encumbrance was liquidated on August 17, 2021 and the 2021 Encumbrance was put into place on August 16, 2021. The two invoices received were dated prior to August 17, 2021, causing the Payment of Voucher.

The Department of Water put this Agreement on a calendar year basis to make it easier to manage the funds without creating an opportunity for a Payment of Voucher.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division
Michael Powell
Digitally signed by Michael Powell
Date: 2021.09.24 10:45:47-04'07'

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>New Contract</th>
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<th>Change Order</th>
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<tbody>
<tr>
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<table>
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<tr>
<th>Required Documentation</th>
</tr>
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<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>
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<th>Expiration Date</th>
<th>Original Commission Approval</th>
<th>Initial Encumbrance</th>
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<th>Increase Encumbrance</th>
<th>Decrease Encumbrance</th>
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<tr>
<td>Fund Code:</td>
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<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Think Patented
Vendor Address: 2490 CrossPointe Drive Miamisburg OH 45342
Street City State Zipcode + 4
Federal ID: 20-4558719
Commodity Code: 91503
Purpose: Please pay past due invoices #116589 and #116198 as a Payment of Voucher.

Contact Person: Lisa Burton-Yates

Originating Department Director’s Signature: Michael Powell

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] 9/28/21

CF Prepared by: [Signature] 9/28/21

Finance Department

October 18, 2011
MEMORANDUM

September 27, 2021

TO: Shelley Dickstein
   City Manager

FROM: Kena Crist, Water Financial Officer
     Department of Water

SUBJECT: Payment of Vouchers

The Department of Water regrettably has two Payment of Vouchers for multi-year contracts in
the operating fund:

   a. CF and Contract Term: 3/31/2021 Amended to 12/31/2021
   b. Value: $120,000.00
   c. Total POV Invoice Value: $4,108.15
   d. Remaining Authority: $24,546.66
   e. Date of 2020 Encumbrance Liquidation: 8/17/2021
   f. Date of 2021 Encumbrance: 8/16/2021

2) The Wood Environment & Infrastructure Solutions, Inc. (Triad) Agreement (CT16-1488,
   CT17-1488, CT18-1488, CT19-1488, CT20-1488, CT21-1488):
   a. CF and Contract Term: 7/31/2021 Amended to 12/31/2021
   b. Value: $1,520,000.00
   c. Total POV Invoice Value: $105,497.53
   d. Remaining Authority: $270,558.16
   e. Date of 2020 Encumbrance Liquidation: 7/28/2021
   f. Date of 2021 Encumbrance: 7/28/2021

The POV’s arose from confusion concerning the management of encumbrances using operating
funds with authority that expired mid-year. During the process of extending the contract’s
authority to the end of the fiscal year, encumbering funds for the extension and liquidating the
prior encumbrances, we incorrectly assumed that the newly encumbered funds could be used to
pay pending invoices. We have completed the process of extending the contracts to the end of
the fiscal year which will alleviate much of the administrative challenges and confusion that led
to the POV's. In addition, we've also identified the following five strategies to improve our understanding and oversight going forward:

1) **Continue to maintain our Log of Projects:** an internal report that tracks all of the Department’s contracts with contract and certification of funds expiration dates. This report provides the Contracts Administrator and Project Managers a high level and efficient summary of their portfolio.

2) **Enhance communication and reporting:** leveraging our Log of Projects, we are working to enhance our communication and supportive reporting in order to alert project managers to upcoming expirations. Our first draft will be presented to a focus group of project managers this Thursday, September 30, 2021 with a goal of implementation October 15, 2021. Additionally, this will be presented bi-weekly during to our Capital Improvements group.

3) **Encumbrance Management Plan:** the Division is creating an encumbrance management plan for contracts using operating funds by the end of the fourth quarter. This will allow us to take a more proactive approach to encumbrance management.

4) **Encumbrance Close Protocol:** establish a protocol of communication with Division’s particularly the Senior Business Manager’s to follow when closing encumbrances. This is will be an additional layer of oversight.

5) **Documentation:** our Contracts Administrator will develop user-friendly documentation that details requirements of Certification of Funds authority, encumbrances and liquidation. This will be utilized to guide contract management and as a resource for the Division.

Please reach out to Kena Crist at x4236 with any questions or concerns.

**APPROVED:**

[Signature]

Michael Powell, Director
Department of Water
Think Patented  
2490 CrossPointe Dr  
Miamisburg OH 45342  
Phone - 937-353-2299  
E-mail - accountsreceivable@thinkpatented.com

INVOICE

City of Dayton Water Department  
Attn: Katie Norris  
320 West Monument Ave.  
Dayton OH 45401  

<table>
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<th>Price</th>
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<td>200724</td>
<td>Katie Norris</td>
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<td>Set up charge</td>
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Net Sales: 987.00  
Freight - Non-Taxable: 76.51  
Invoice Total: 1,063.51

We Appreciate Your Business!  
Terms: Net Due on Receipt

Remit to: Think Patented  
2490 CrossPointe Dr  
Miamisburg OH 45342
Think Patented  
2490 CrossPointe Dr  
Miamisburg OH 45342  
Phone - 937-353-2299  
E-mail - accountsreceivable@thinkpatented.com

INVOICE

City of Dayton Water Department  
Attn: Darius Hixon  
320 West Monument Ave.  
Dayton OH 45401

<table>
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Net Sales: 2,954.00
Freight - Non-Taxable: 15.00
Postage: 75.64

Invoice Total: 3,044.64

We Appreciate Your Business!
Terms: Net Due on Receipt

Remit to: Think Patented  
2490 CrossPointe Dr  
Miamisburg OH 45342

BACK
City Manager’s Report

From 3470 - Water/Environmental Protection  
Supplier, Vendor, Company, Individual  
Name Wood Environment & Infrastructure Solutions, Inc.  
Address 521 Byers Road, Suite 204  
Miamisburg, OH 45342

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021 Source Water Protection Fund</td>
<td>33997-3470-1159-55</td>
<td>$105,497.53</td>
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</tbody>
</table>

Includes Revenue to the City Yes  
Affirmative Action Program Yes

Description

PAYMENT OF VOUCHER  
TRIAD GROUNDWATER INVESTIGATIONS

The Department of Water requests a Payment of Voucher in the amount of $105,497.53 to pay six invoices with Wood Environment & Infrastructure Solutions, Inc.

Currently, the Department of Water has an Agreement with Wood Environment & Infrastructure Solutions, Inc. for ongoing protection of the City's drinking water supply. This Agreement was awarded August 17, 2016 in the amount of $960,000.00 with $300,000.00 from 2016 Source Water Protection Funds, $420,000.00 from 2017 Source Water Protection Funds, and $240,000.00 from 2018 Source Water Protection Funds. The expiration date was August 31, 2018. On July 13th, 2018, a time extension was executed and the date to July 31, 2019. On July 17, 2019, a Second Amendment was executed, extending the agreement until July 31, 2021, and added $560,000.00 to the Agreement, $280,000.00 for 2019 and $280,000.00 for 2020. On July 28, 2021, the Third Amendment for a time extension was executed, extending the time to December 31, 2021.

The Agreement had a total authority remaining to spend of $270,558.16. Six invoices were received in August 2021 totaling $105,497.53. There was $61,073.82 remaining from the 2020 encumbrance. The 2020 encumbrance was closed on July 28, 2021, and the 2021 encumbrance was put in place on the same day. The six invoices were dated prior to July 28, 2021, causing the Payment of Voucher.

The Department of Water put this Agreement on a calendar year basis to make it easier to manage the funds without creating an opportunity for a Payment of Voucher.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division  
Michael Powell  
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>New Contract</th>
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<th>Change Order</th>
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<tbody>
<tr>
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Contract Start Date: Upon Execution
Expiration Date: 11/30/2021
Original Commission Approval: $105,497.53
Initial Encumbrance: $105,497.53
Original CT/CF
Increase Encumbrance
Decrease Encumbrance: $-
Remaining Commission Approval: $-

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<th>Required Documentation</th>
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<td>Initial Certificate of Funds</td>
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<th>Amount: $105,497.53</th>
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<tbody>
<tr>
<td>Fund Code: 53997 - 3470 - 1159 - 55 - Loc</td>
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<td>Fund Code:</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: Wood Environment & Infrastructure Solutions, Inc.
Vendor Address: 521 Byers Road, Suite 204, Miamisburg, OH 45342
Federal ID: 91-1641772
Commodity Code: 90793
Purpose: Please pay past due six invoices attached as a Payment of Voucher.

Contact Person: Lisa Burton-Yates

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: 7/30/21
CF Prepared by: [Signature] Date: 9/18/21

Michael Powell
Digitally signed by Michael Powell
Date: 2021.09.27 15:27:37 -04'00'

CF/CT Number: CT21-3072

October 18, 2011

Finance Department
September 27, 2021

TO: Shelley Dickstein
City Manager

FROM: Kena Crist, Water Financial Officer
Department of Water

SUBJECT: Payment of Vouchers

The Department of Water regretfully has two Payment of Vouchers for multi-year contracts in the operating fund:

   a. CF and Contract Term: 3/31/2021 Amended to 12/31/2021
   b. Value: $120,000.00
   c. Total POV Invoice Value: $4,108.15
   d. Remaining Authority: $24,546.66
   e. Date of 2020 Encumbrance Liquidation: 8/17/2021
   f. Date of 2021 Encumbrance: 8/16/2021

2) The Wood Environment & Infrastructure Solutions, Inc. (Triad) Agreement (CT16-1488, CT17-1488, CT18-1488, CT19-1488, CT20-1488, CT21-1488):
   a. CF and Contract Term: 7/31/2021 Amended to 12/31/2021
   b. Value: $1,520,000.00
   c. Total POV Invoice Value: $105,497.53
   d. Remaining Authority: $270,558.16
   e. Date of 2020 Encumbrance Liquidation: 7/28/2021
   f. Date of 2021 Encumbrance: 7/28/2021

The POV’s arose from confusion concerning the management of encumbrances using operating funds with authority that expired mid-year. During the process of extending the contract’s authority to the end of the fiscal year, encumbering funds for the extension and liquidating the prior encumbrances, we incorrectly assumed that the newly encumbered funds could be used to pay pending invoices. We have completed the process of extending the contracts to the end of the fiscal year which will alleviate much of the administrative challenges and confusion that led
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5) **Documentation**: our Contracts Administrator will develop user-friendly documentation that details requirements of Certification of Funds authority, encumbrances and liquidation. This will be utilized to guide contract management and as a resource for the Division.

Please reach out to Kena Crist at x4236 with any questions or concerns.

**APPROVED:**

Michael Powell, Director
Department of Water
Invoice Number: N26102232

Invoice Date: 11 March 2021

CLIENT: City of Dayton
Division of Environmental Management
ATTN: Jim Shoemaker, Environmental Specialist
320 West Monument Avenue
Dayton, OH 45402

RE: Wood Environment & Infrastructure Solutions, Inc. Project Number: 3359-16-1000
Period Referenced: 01/30/2021 through 02/26/2021
AUTHORIZATION: Contract Number: CT19-1488

I. Professional Services:

Professional services for all labor, materials, and equipment related to scope of work specified in City of Dayton RFP# 18018WTWE. Invoice for CT19-1488; Summary of charges attached.

2020 Credit Balance .......................................................... $ 19,838.23
TRIAD SERVICES Current Invoice (Phases 08 & 09) .............. $ 21,782.45

Balance ................................................................. $ 1,944.22

Project management; Terran PSA model invoice

Total Due this Invoice .................................................... $ 1,944.22

2019-2020 AUTHORIZATION $ 280,000.00
PROJECT CHARGES TO DATE: $ 280,000.00
PROJECT BALANCE TO DATE: $ 0.00

2020-2021 AUTHORIZATION $ 240,000.00
PROJECT CHARGES TO DATE: $ 11,495.68
PROJECT BALANCE TO DATE: $ 228,504.32

Please remit to: Wood Environment & Infrastructure Solutions, Inc.
Federal ID 91-1641772
PO Box 74008618
Chicago, IL 60674-8618

Payment is due within 30 days.
Invoice

Remittance Address:
Wood Environment & Infrastructure Solutions Inc.
PO Box 74008618
Chicago, IL 60674-8618

Dayton, City of
320 W. Monument Ave.
Dayton, OH 45402

Attention: Jim Shoemaker
Re: City of Dayton Triad GW

For Professional Services Rendered through: 04/02/2021
Contract # CT981488

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Direct Deposit Banking Information:
Bank of America
100 West 33rd St.
New York, NY 10001

For Automated Clearing House Transfers:
ABA Routing #: 111000012
Bank Account#: 4427306257

Please forward payment advice to the attention of Accounts Receivable at email: ar.aee@woodgroup.com

Should the remit address or bank account details on this invoice not match those held in your records, and/or you have been notified by our company through phone, email, or letter to change any of our details, please authenticate any change with our Treasury Supervisor at 770-360-0555.

<table>
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</table>

Project Manager: Dornbusch, Russell E
Phone: 937-353-7213

Terms: Net thirty (30) days (unless otherwise negotiated). After thirty (30) days from invoice date a late charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law may be charged. Credit cards accepted.

Please quote invoice number with remittance.
Direct all billing inquiries to russell.dornbusch@woodplc.com.
Please visit our website at http://www.woodplc.com

U.S. Federal Tax ID # 91-1641772
Dayton, City of
320 W. Monument Ave.
Dayton, OH 45402
Attention: Jim Shoemaker
Re: City of Dayton Triad GW

For Professional Services Rendered through: 04/30/2021
Contract # CT191488

Fees

Expenses
Reimbursable Expenses 907.30
Unit Pricing Expenses 140.00
Total Expenses 1,047.30
Amount Due This Invoice ** 5,707.30

Direct Deposit Banking Information:
Bank of America
100 West 33rd St.
New York, NY 10001

For Automated Clearing House Transfers:
ABA Routing #: 111000012
Bank Account#: 4427306257

Please forward payment advice to the attention of Accounts Receivable at email: ar.ace@woodgroup.com

<table>
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Project Manager: Dombusch, Russell E
Phone: 937-353-7213

Terms: Net thirty (30) days (unless otherwise negotiated). After thirty (30) days from invoice date a late charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law may be charged. Credit cards accepted.

Please quote invoice number with remittance. Direct all billing inquiries to russell.dombusch@woodplc.com. Please visit our website at http://www.woodplc.com

U.S. Federal Tax ID # 91-1641772
Invoice # : N26102488
Invoice Date : 06/07/2021
Project : 3359161000
Contract Number : CT191488

Dayton, City of
320 W. Monument Ave.
Dayton, OH 45402

Attention: Jim Shoemaker
Re: City of Dayton Triad GW

For Professional Services Rendered through: 05/28/2021
Contract # CT191488

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| Direct Deposit Banking Information: |
| Bank of America |
| 100 West 33rd St. |
| New York, NY 10001 |

For Automated Clearing House Transfers:
| ABA Routing #: | 111000012 |
| Bank Account#: | 4427306257 |

Please forward payment advice to the attention of Accounts Receivable at email: ar.aee@woodgroup.com

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<thead>
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Should the remit address or bank account details on this invoice not match those held in your records, and/or you have been notified by our company through phone, email, or letter to change any of our details, please authenticate any change with our Treasury Supervisor at 770-360-0555.

Project Manager: Dombusch, Russell E
Phone: 937-353-7213

Terms: Not thirty (30) days (unless otherwise negotiated). After thirty (30) days from invoice date a late charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law may be charged. Credit cards accepted.

Please quote invoice number with remittance.
Direct all billing inquiries to russell.dombusch@woodplc.com.
Please visit our website at http://www.woodplc.com

U.S. Federal Tax ID # 91-1641772
Invoice Number: N26102597

Invoice Date: 8 July 2021

CLIENT: City of Dayton
Division of Environmental Management
ATTN: Jim Shoemaker, Environmental Specialist
320 West Monument Avenue
Dayton, OH 45402

RE: Wood Environment & Infrastructure Solutions, Inc. Project Number: 3359-16-1000
Period Referenced: 05/29/2021 through 06/25/2021
AUTHORIZATION: Contract Number: CT19-1488

I. Professional Services:

Professional services for all labor, materials, and equipment related to scope of work specified in City of Dayton RFP# 18018WTWE. Invoice for CT19-1488; Summary of charges attached.

TRIAD SERVICES Current Invoice (Phase 09) ........................................ $ 8,798.30

Project management, GW flow model water level snap shot and wellfield production well flow data review; Semi-annual groundwater sampling data summary; Telemetry system evaluation and maintenance.

Total Due this Invoice ................................................................. $ 8,798.30

2020-2021 AUTHORIZATION $ 240,000.00
PROJECT CHARGES TO DATE: $ 97,274.84
PROJECT BALANCE TO DATE: $ 142,725.16

Please remit to: Wood Environment & Infrastructure Solutions, Inc.
Federal ID 91-1641772
PO Box 74008618
Chicago, IL 60674-8618

Payment is due within 30 days.
Invoice Number: N26102691

Invoice Date: 6 August 2021

CLIENT: City of Dayton
Division of Environmental Management
ATTN: Jim Shoemaker, Environmental Specialist
320 West Monument Avenue
Dayton, OH 45402

RE: Wood Environment & Infrastructure Solutions, Inc. Project Number: 3359-16-1000
Period Referenced: 06/26/2021 through 07/30/2021
AUTHORIZATION: Contract Number: CT19-1488

I. Professional Services:

Professional services for all labor, materials, and equipment related to scope of work specified in City of Dayton RFP# 18018WTWE. Invoice for CT19-1488; Summary of charges attached.

TRIAD SERVICES Current Invoice (Phase 09) ................... $ 17,774.15

Project management, Gem City Chemical incident groundwater sampling; telemetry system evaluation and maintenance.

Total Due this Invoice .......................................................... $ 17,774.15

2020-2021 AUTHORIZATION $ 240,000.00
PROJECT CHARGES TO DATE: $ 115,048.99
PROJECT BALANCE TO DATE: $ 124,951.01

Please remit to: Wood Environment & Infrastructure Solutions, Inc.
Federal ID 91-1641772
PO Box 74008618
Chicago, IL 60674-8618

Payment is due within 30 days.
A RESOLUTION

Approving the Submission of Grant Applications and Authorizing the Acceptance of Grant Awards from the Miami Valley Regional Planning Commission under the Transportation Improvement Program for State Fiscal Year 2027, and Declaring an Emergency.

WHEREAS, The Miami Valley Regional Planning Commission ("MVRPC") receives federal funding under the Fixing America’s Surface Transportation Act Public Law 114-94 ("FAST Act"); and

WHEREAS, MVRPC established a Transportation Improvement Program ("TIP") to provide FAST Act funds to member jurisdictions for transportation improvement projects; and

WHEREAS, MVRPC solicited member jurisdictions to submit a listing of additional transportation projects for funding consideration under TIP for State Fiscal Year 2027; and

WHEREAS, A component of the City of Dayton’s transportation strategy is to ensure an integrated and convenient system of roadways; and

WHEREAS, The City of Dayton, an MVRPC member jurisdiction, identified four additional transportation improvement projects that may qualify for funding under TIP for State Fiscal Year 2027; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety and to submit transportation projects to the MVRPC by the deadline of October 7, 2021, it is necessary that this Resolution take effect immediately upon its passage; now, therefore,

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

SECTION 1. That the City Manager is authorized to submit the following City of Dayton transportation improvement projects, which are listed in order of the City’s priority and include an estimate of the City’s matching funding amount, to the Miami Valley Regional Planning Commission for funding consideration under the Transportation Improvement Program for State Fiscal Year 2027:

1. Salem Avenue Reconstruction, Phase 5 ($968,750.00)
2. West Third Street Reconstruction ($564,668.00)
3. South Smithville Street Reconstruction ($921,315.00)
4. East Third Street Enhancement ($137,878.00)
5. McCall Street Resurfacing ($0.00)

6. East Monument Avenue Resurfacing ($125,000.00)

SECTION 2. That the City is addressing the MVRPC Regional Complete Streets Policy by requesting exceptions for projects 1, 3, and 4 and incorporating complete streets elements into all other roadway improvements requesting funding.

SECTION 3. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept grant awards from the Miami Valley Regional Planning Commission under the Transportation Improvement Program for State Fiscal Year 2027:

SECTION 4. That, for the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure that shall take effect immediately upon its passage.

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
MEMORANDUM

September 27, 2021

TO: Shelley Dickstein
   City Manager

FROM: Joseph Weinel, Chief Engineer
       Division of Civil Engineering

SUBJECT: Resolution for SFY 2027 TIP Application Submittals

Attached are an original and a copy of a Resolution authorizing the City to submit applications to the Miami Valley Regional Planning Commission for the SFY 2027 Transportation Improvement Program. The Resolution must be approved by the City Commission and be included with the project applications, which are due on October 7. Please present this Resolution to the City Commission at its October 6 meeting as an emergency (two readings at one meetings). The Department of Law has reviewed and approved the document as to form.

We are proposing to submit applications for six projects in order of priority:
1. Salem Avenue Reconstruction, Phase 5
   Reconstruction of Salem Avenue from Cornell Drive to Elsmere Avenue

2. West Third Street Reconstruction
   Reconstruction of West Third Street from Gettysburg Avenue to Almond Avenue

3. South Smithville Street Reconstruction
   Reconstruction of South Smithville Avenue from Huffman Avenue to US Route 35

4. East Third Street Enhancement
   Installation of curb extension and pedestrian lighting on East Third Street from Webster Street to Keowee Street.

5. McCall Street Resurfacing. Asphalt resurfacing of McCall Street from James H. McGee Boulevard to Abbey Avenue

6. East Monument Avenue Resurfacing. Asphalt resurfacing of East Monument Avenue from North Keowee Street to North Findlay Street.

These project submittals and their order of priority were approved by the Transportation Policy Committee. A copy of MVRPC’s letter of application submission is attached. If you have any questions, please contact me at 4218.

Attachments

Cc: Mr. Parlette
   Ms. Lofton
   Mr. Stovall
September 7, 2021

Joe Weinel
City of Dayton
101 W. Third Street
Dayton, OH 45402

Re: Solicitation for new FAST Act projects using CRRSA/STP/TA funds

Dear Joe Weinel,

On September 2, 2021 the Board formally authorized MVRPC staff to solicit qualified member jurisdictions for new transportation projects using MVRPC regionally controlled federal funds (CRRSA, STP or TA). Funding for the CRRSA and STP resurfacing programs is only available in SFY2023 and SFY2024 while funding for standard STP and TA projects is primarily anticipated for availability in SFY2027.

On September 2nd, the MVRPC Board of Directors also adopted revised Policies and Procedures for these federal funds. The policies are used in selecting and programming projects into the Transportation Improvement Program (TIP). The policies include a list of eligible projects. Once submitted, applications for proposed new projects will be reviewed and evaluated for possible inclusion in the TIP.

All documents necessary for CRRSA/STP/TA project submittal are available for download at https://www.mvrpc.org/transportation/transportation-financing. If your jurisdiction wishes to apply for funding under any of the three available fund sources, the project must meet the criteria described in the policies. Project sponsors are required to self-score their projects using the PES scoring system. On September 7, 2021, MVRPC staff will hold a short seminar for jurisdictions regarding the 2021 CRRSA/STP/TA application process.

Completed applications must be received at MVRPC by 1:00 p.m., October 7, 2021. When compiling an application, be sure to include all materials requested in the application along with any additional information you feel helps describe the project and its benefits. If your jurisdiction wishes to apply for more than one project, you must enclose a ranked listing of these projects according to your jurisdiction’s priority (see below).

Given the limited amount of funding available for each fund source, jurisdictions should submit no more than a total of four applications for STP/TA funding and two applications for the resurfacing programs, one each to the CRRSA Resurfacing Program or STP Resurfacing Program. Please limit applications to projects for which you have actual local matching funds available.
MEMORANDUM

September 27, 2021

TO: Shelley Dickstein
   City Manager

FROM: Joseph Weinel, Chief Engineer
       Division of Civil Engineering

SUBJECT: Resolution for SFY 2027 TIP Application Submittals

Attached are an original and a copy of a Resolution authorizing the City to submit applications to the Miami Valley Regional Planning Commission for the SFY 2027 Transportation Improvement Program. The Resolution must be approved by the City Commission and be included with the project applications, which are due on October 7. Please present this Resolution to the City Commission at its October 6 meeting as an emergency (two readings at one meetings). The Department of Law has reviewed and approved the document as to form.

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6. East Monument Avenue Resurfacing. Asphalt resurfacing of East Monument Avenue from North Keowee Street to North Findlay Street.

These project submittals and their order of priority were approved by the Transportation Policy Committee. A copy of MVRPC’s letter of application submission is attached. If you have any questions, please contact me at 4218.

Attachments

Cc: Mr. Parlette
   Ms. Lofton
   Mr. Stovall
September 27, 2021

TO: Shelley Dickstein  
City Manager

FROM: Joseph Weinel, Chief Engineer  
Division of Civil Engineering

SUBJECT: Resolution for SFY 2027 TIP Application Submittals

Attached are an original and a copy of a Resolution authorizing the City to submit applications to the Miami Valley Regional Planning Commission for the SFY 2027 Transportation Improvement Program. The Resolution must be approved by the City Commission and be included with the project applications, which are due on October 7. Please present this Resolution to the City Commission at its October 6 meeting as an emergency (two readings at one meeting). The Department of Law has reviewed and approved the document as to form.

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   Installation of curb extension and pedestrian lighting on East Third Street from Webster Street to Keowee Street.

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   Asphalt resurfacing of McCall Street from James H. McGee Boulevard to Abbey Avenue

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   Asphalt resurfacing of East Monument Avenue from North Keowee Street to North Findlay Street.

These project submittals and their order of priority were approved by the Transportation Policy Committee. A copy of MVRPC’s letter of application submission is attached. If you have any questions, please contact me at 4218.

Attachments

Cc: Mr. Parlette  
   Ms. Lofton  
   Mr. Stovall
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety, Ohio Traffic Safety Office in the Amount of Seventy-Six Thousand Two Hundred and Seventy-Five Dollars and Twenty-Two Cents ($76,275.22) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety administers traffic safety grants to reduce fatal and serious injury accidents through an increase in seat belt usage and selective traffic enforcement; and

WHEREAS, The City of Dayton prepared a federal fiscal year (FFY) 2022 Impaired Driving Enforcement Program (IDEP)/Selective Traffic Enforcement Program (STEP) grant proposal to support the Dayton Police Department’s enforcement efforts to reduce fatal and serious injury accidents through an increase in seat belt usage and selective traffic enforcement activities; and

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

WHEREAS, The Ohio Department of Public Safety has awarded the City Grant Number IDEP/STEP-2022-Dayton Police Dept.-00033 for Seventy-Six Thousand Two Hundred and Seventy-Five Dollars and Twenty-Two Cents ($76,275.22) subject to the City accepting all terms and conditions; and

WHEREAS, To provide for the timely development and implementation of the grant program 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 is authorized to accept the FFY 2022 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20.608 Repeat Offenders for Driving While Intoxicated (DWI), known as IDEP, in the amount of Thirty-Six Thousand Eight Hundred Eighty-Seven Dollars and Sixty-One Cents ($36,887.61) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.

Section 2. That the City Manager is authorized to accept the FFY 2022 grant allocation for CDFA No. 20.600 State and Community Highway Safety, known as STEP, in the amount of Thirty-Nine Thousand Three Hundred and Eighty-Seven Dollars and Sixty-One Cents ($39,387.61) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.
Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION............................., 2021

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

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

_ Clerk of Commission_

APPROVED AS TO FORM:

_ City Attorney_
GRANT APPLICATION APPROVAL FORM

Date: 5/20/2021

Department/Division
Submitting Application: Police/Chief's Office

Project Title: 2022 IDEP and STEP Grants

CFDA Title and Number: IDEP 20.608 Repeat Offenders for Driving While Intoxicated (DWI)/STEP 20.600 State an

(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:
IDEP/STEP grants are awarded to jurisdictions with an average of 2+ fatal crashes over a three-year period. Police efforts are combined with visibility elements and a publicity strategy to educate the public and promote compliance with the law. STEP must be used to conduct High Visibility Enforcement (HVE) activities in areas to impact fatal crashes. IDEP will conduct HVE to impact impaired driving. The City received over $44,000.00 for IDEP and over $32,000.00 for STEP under the 2021 grant program. The grant will only reimburse the City for hourly rate, pension and Medicare benefits.

The IDEP/STEP grant application is submitted electronically and the City Manager agrees by signing below, for Police Department staff to submit this grant on her behalf. The City Manager also agrees to DPD staff to making any necessary changes for the State to accept the application, as long as the changes do not increase the City's financial obligation.

Name and phone of staff person to be called when signed application is ready: Sheelah Moyer ext. 1045

Name of staff person responsible for this grant: Sheelah Moyer

Deadline for submission to funding agency: May 25, 2021

When will grant award decision be made? (Estimate if necessary) August/September 2021

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<td>Ohio Department of Public Safety - $39,387.61 STEP; $36,887.61 IDEP</td>
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<td>Matched for Unreimbursed Fringes</td>
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<td>TOTAL</td>
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(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

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

Director's Signature: E-SIGNED by Matt Carper on 2021-05-21 15:11:55 GMT

May 21, 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.

E-SIGNED by Diane Shannon on 2021-05-24 14:28:35 GMT

May 24, 2021

Director of Finance (IF CASH MATCH IS REQUIRED) 5/25/2021

City Manager’s Office 5/25/2021
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Required Documentation

Contract Start Date 10/01/21
Expiration Date 09/30/22
Original Commission Approval $1,259.36
Initial Encumbrance $1,259.36
Remaining Commission Approval $-

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

Amount: $1,259.36

Fund Code 10000 - 6210 - 1221 - 71 -

Vendor Name: City of Dayton
Vendor Address: 101 West Third Street Dayton Ohio 45402-1614
Street City State Zipcode + 4
Federal ID: 31-6000175
Commodity Code:
Purpose: Cover costs for 2022 IDEP Grant Application for Salary Driven Fringes not reimbursed by the State of Ohio.

Contact Person: Sheelah Moyer

Originating Department Director's Signature: E-SIGNED by Matt Carper on 2021-05-24 18:22:49 GMT
May 24, 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's Signature: E-SIGNED by Tonika Williams on 2021-05-25 13:16:47 GMT
May 25, 2021
E21-10042

CF/CT Number

Finance Department

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

- X New Contract
- Renewal Contract
- Change Orders

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<tr>
<td>Initial City Manager’s Report</td>
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<td>Initial Certificate of Funds</td>
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<tr>
<td>Initial Agreement/Contract</td>
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<tr>
<td>Copy of City Manager’s Report</td>
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<tr>
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Attach additional pages for more FOAPALs

Vendor Name: City of Dayton
Vendor Address: 101 West Third Street, Dayton Ohio 45402-1814
Federal ID: 31-6000175
Purpose: Cover costs for 2022 STEP Grant Application for Salary Driven Fringes not reimbursed by the State of Ohio.

Contact Person: Sheelah Moyer
Police/Director’s Office: 5/20/2021
Department/Division: Date: Originating Department Director’s Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: Date: 5/25/2021
May 24, 2021 E21-10043
CF Prepared by: J.M.
### 2022 IDEP/STEP Grant Proposal

**Sources**
- State of Ohio - IDEP: $36,887.61
- State of Ohio - STEP: $39,387.61
- **TOTAL SOURCES**: $76,275.22

**Uses**
- Dayton-IDE P Salary: $29,287.50
- Dayton-IDE P Salary Driven Benefits 25.25%: $7,395.09
- Dayton-IDE P Fuel 5%: $1,464.38
- Dayton-STEP Salary: $29,287.50
- Dayton-STEP Salary Driven Benefits 25.25%: $7,395.09
- Dayton-STEP Fuel 5%: $1,464.38
- Dayton-STEP Education: $2,500.00
- **TOTAL USES**: $78,793.94

**Sub-Total**
- Unreimbursed expenses (transfer into future grant funds): -$2,518.72
- **Total Balance**: $2,518.72

**Note:** Fringe reimbursement from State capped at 20.95%
Transfer out will be done to cover fringes not reimbursed by the State
IDEP/STEP Proposal 2022
IDEP/STEP-2022-Dayton Police Dept.-00033
Dayton Police Dept.

GRANT INFORMATION

Grant Number IDEP/STEP-2022-Dayton Police Dept.-00033
Grant Title IDEP/STEP Proposal 2022
Grant Term 10/01/2021 - 09/30/2022

ORGANIZATION CONTACTS

Authorized Official
Name: Shelley Dickstein
Title: City Manager
Phone: (937) 333-1099
Email: shelley.dickstein@daytonohio.gov

Project Director
Name: Gordon Cairns
Title: Sergeant
Phone: (937) 333-1147
Email: gordon.cairns@daytonohio.gov

Fiscal Officer
Name: Sheelah Moyer
Title: Grants and Budget Coordinator
Phone: (937) 333-1045
Email: sheelah.moyer@daytonohio.gov

GRANT SERVICE AREA INFORMATION

Area Type Urban
County or Counties served Montgomery

Senate Legislative District(s) served
District 5
District 6

House Legislative District(s) served
District 39
District 40
District 42
District 43

US Congressional District(s) served
District 10

05/20/2021
IDEP/STEP Proposal 2022
IDEP/STEP-2022-Dayton Police Dept.-00033
Dayton Police Dept.

FSRS FUNDING INFORMATION

No

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

TERMS AND CONDITIONS

☑ By checking this box, our agency acknowledges that it has reviewed and agrees to abide by the Terms and Conditions.

PROBLEM IDENTIFICATION

☑ By checking this box, our agency acknowledges that it has accessed and reviewed the OTSG Statistics Portal to help with problem identification. This information must be used in preparing this grant proposal and in the workplan activities to achieve the goals of the proposal.

PROPOSAL GUIDELINE PRESENTATION

☑ By checking this box, our agency acknowledges that it has accessed and reviewed the Proposal Guideline Presentation prior to applying for this grant.

COUNTERMEASURES THAT WORK

☑ By checking this box, our agency acknowledges that it has accessed and reviewed the Countermeasures That Work. All activities proposed must address problem ID as shown in the county profile and be data driven and evidence-based. This guide must be used in preparing this grant proposal and in the work plan activities to achieve the goals of the proposal.

DIVERSITY / INCLUSION TRAINING

☑ By checking this box, our agency verifies that all personnel that will work on this grant have completed any sub-recipient agency required diversity/inclusion training.

SUB-RECIPIENT STAFF ACCESS

☑ By checking this box, our agency verifies that all sub-recipient agency staff that will need access to this grant (grant, revisions, pre-claim, expenditure reports, annual reports) have been set up with GRANTS Plus accounts and added to the proposal. See Instructions.

AUTHORIZATION

☑ By checking this box, the agency verifies that the Authorized Official (named on the General Information page) has approved the submission of this proposal.

05/20/2021
GOAL TITLE
Fatal Crash Goal

GOAL DESCRIPTION
Reduce the number of traffic-related fatal crashes by three percent (3%).

BASELINE
See IDEF/STEP Statistics link in the instructions for the baseline.

SCOPE
Through problem identification of traffic crash data, conduct high visibility enforcement in locations and at times that will have the greatest impact in reducing fatal/serious injury crashes. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.

EVALUATION
Conduct monthly reviews comparing stats from the previous year.

GOAL TITLE
Alcohol Goal

GOAL DESCRIPTION
Reduce the number of alcohol-related fatal and serious injury crashes by three percent (3%).

BASELINE
See the IDEF/STEP Statistics link the instructions for the baseline.

SCOPE
Through problem identification of traffic crash data, conduct high visibility enforcement in locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.

EVALUATION
Conduct monthly reviews comparing stats from the previous year.

GOAL TITLE
Seat Belt Goal

GOAL DESCRIPTION
Increase seat belt restraint usage to the percent listed in the IDEF/STEP Statistics link in the instructions.
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<th>BASELINE</th>
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<tr>
<td>See the IDEP/STEP Statistics link in the instructions for the current county seat belt restraint usage baseline (provided by the University of Akron).</td>
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</thead>
<tbody>
<tr>
<td>High visibility enforcement will address non-compliance of seat belt use. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comparison of highest observational survey to the baseline usage provided.</td>
</tr>
</tbody>
</table>

- By checking this box, our agency certifies that it has reviewed the IDEP/STEP Statistics link in the instructions and agrees with the baseline and goals established.
## REQUIRED BLITZES

<table>
<thead>
<tr>
<th>Month</th>
<th>Event</th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCTOBER</td>
<td>Homecoming (October 1 - 31, 2021)</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td><em>Homecoming hours are for high school/college homecoming activities only.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Halloween (October 22 - 31, 2021)</td>
<td>20</td>
<td>N/A</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>Thanksgiving (November 24 - 28, 2021)</td>
<td>30</td>
<td>40</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>Winter Holiday DSOGPO (December 17 - 31, 2021)</td>
<td>100</td>
<td>N/A</td>
</tr>
<tr>
<td>JANUARY</td>
<td>Winter Holiday DSOGPO (January 1, 2022)</td>
<td>60</td>
<td>N/A</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>Super Bowl (February 6 - 7, 2022)</td>
<td>20</td>
<td>N/A</td>
</tr>
<tr>
<td>MARCH</td>
<td>St. Patrick's Day (March 11 - 18, 2022)</td>
<td>20</td>
<td>N/A</td>
</tr>
<tr>
<td>APRIL</td>
<td>Distracted Driving Month (April 1 - 30, 2022)</td>
<td>N/A</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td>Prom (April 1 - 30, 2022)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAY</td>
<td>Prom (May 1 - 31, 2022)</td>
<td>40</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td><em>April and May Prom blitz hours are to be used for high school prom events only.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>May CIOT (May 23 - 31, 2022)</td>
<td>N/A</td>
<td>80</td>
</tr>
<tr>
<td>JUNE</td>
<td>June CIOT (June 1 - 5, 2022)</td>
<td>N/A</td>
<td>100</td>
</tr>
<tr>
<td>JULY</td>
<td>4th of July (July 1 - 5, 2022)</td>
<td>20</td>
<td>N/A</td>
</tr>
<tr>
<td>AUGUST</td>
<td>August DSOGPO (August 19 - 31, 2022)</td>
<td>60</td>
<td>N/A</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>Homecoming (September 1 - 30, 2022)</td>
<td>20</td>
<td>90</td>
</tr>
<tr>
<td></td>
<td><em>Homecoming hours are for high school/college homecoming activities only.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Required Blitz - September DSOGPO (September 1 - 5, 2022)</td>
<td>40</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total Required Blitz Hours:**
510
510
## NON-BLITZ HOURS

<table>
<thead>
<tr>
<th></th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Blitz Hours (October 1, 2021 - September 30, 2022)</td>
<td>40</td>
<td>40</td>
</tr>
</tbody>
</table>

## SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total FFY 2022 Hours:</td>
<td>550</td>
<td>550</td>
</tr>
<tr>
<td>Total Labor Day DSOGPO Hours:</td>
<td>100</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Memorial Day CIOT Hours:</td>
<td>N/A</td>
<td>180</td>
</tr>
</tbody>
</table>

## REGIONAL MEETINGS

By checking this box, our agency agrees to attend all scheduled regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.
### IDEP Labor

<table>
<thead>
<tr>
<th>Number of hours</th>
<th>Hourly rate</th>
<th>Total Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>550</td>
<td>$53.25</td>
<td>$29,287.50</td>
</tr>
</tbody>
</table>

### STEP Labor

<table>
<thead>
<tr>
<th>Number of hours</th>
<th>Hourly rate</th>
<th>Total Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>550</td>
<td>$53.25</td>
<td>$29,287.50</td>
</tr>
</tbody>
</table>

### IDEP Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5000%*</td>
<td>1.45%</td>
<td>20.95%</td>
<td>$6,135.73</td>
</tr>
</tbody>
</table>

### STEP Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5000%*</td>
<td>1.45%</td>
<td>20.95%</td>
<td>$6,135.73</td>
</tr>
</tbody>
</table>

### IDEP Transportation

<table>
<thead>
<tr>
<th>Applicable?</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>$1,464.38</td>
</tr>
</tbody>
</table>

### STEP Transportation

<table>
<thead>
<tr>
<th>Applicable?</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>$1,464.38</td>
</tr>
</tbody>
</table>

### STEP Education

$2,500
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDEP Direct Labor</td>
<td>$29,287.50</td>
</tr>
<tr>
<td>STEP Direct Labor</td>
<td>$29,287.50</td>
</tr>
<tr>
<td>IDEP Fringe Benefit</td>
<td>$6,135.73</td>
</tr>
<tr>
<td>STEP Fringe Benefits</td>
<td>$6,135.73</td>
</tr>
<tr>
<td>IDEP Transportation Costs</td>
<td>$1,464.38</td>
</tr>
<tr>
<td>STEP Transportation Costs</td>
<td>$1,464.38</td>
</tr>
<tr>
<td>STEP Education</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Totals:</td>
<td>$76,275.22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>IDEP Total:</td>
<td>$36,887.61</td>
</tr>
<tr>
<td>STEP Total:</td>
<td>$39,387.61</td>
</tr>
</tbody>
</table>
FFY2022 Terms and Conditions for All Grants

The following terms and conditions must be met in order to obtain and conduct a federally-funded traffic safety program. Upon approval of this grant award, these terms and conditions will become a part of the executed agreement. The term “sub-recipient” refers to the Administering Agency of the project.

1.) Agreement
Any inconsistencies between agreements and any attached documents shall be resolved in favor of the most current revised agreement on the online system, which shall be the controlling document. All activities conducted under this grant program must address problem ID as shown in the county profile and be data driven and evidence-based. “Countermeasures That Work” must be used to determine the work plan activities to achieve the goals of the grant.

2.) Legislative Authority
The Authorizing Official shall obtain the legal legislative authority necessary to implement the activity, to make expenditures and to receive funds, as set forth by this agreement.

3.) Nondiscrimination
The sub-recipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
• Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The sub-recipient —

• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT’s or NHTSA’s access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

• Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/ funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

4.) Diversity / Inclusion Training
All personnel that will work on this grant must complete any sub-recipient agency required diversity/inclusion training.

The sub-recipient will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
   o The dangers of drug abuse in the workplace.
   o The grantee’s policy of maintaining a drug-free workplace.
   o Any available drug counseling, rehabilitation, and employee assistance programs.
   o The penalties that may be imposed upon employees for drug violations occurring in the workplace.
   o Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
   o Abide by the terms of the statement.
   o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

d. Notifying the agency within ten days after receiving notice under subparagraph (c) (2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c) (2), with respect to any employee who is so convicted –
   o Taking appropriate personnel action against such an employee, up to and including termination.
   o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.
6.) **Buy America Act**
   The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

7.) **Political Activity (Hatch Act)**
   The sub-recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

8.) **Certification Regarding Federal Lobbying**

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

   2. 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.

   3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
9.) **Restriction on State Lobbying**
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

10.) **Certification Regarding Debarment and Suspension**

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the
"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended,
debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.) Prohibition On Using Grant Funds To Check For Helmet Usage
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

12.) Policy on Seat Belt Use
In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA’s website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President’s goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

The Administering Agency certifies that an “employee seat belt usage policy” is in place that requires employees to wear seat belts while working on agency business. This policy will be made available for review by OTSO representatives upon request.

13.) Policy to Ban Text Messaging While Driving
In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety
initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

14.) Limitations
This agreement is a commitment to perform the work identified herein and this authorization is limited to:

A.) The scope of work performed after the “Authorized to Proceed” and before the “Agreement Termination” dates, as specified in the transmittal letter.
B.) The scope of work, rates of participations, federal funds, special conditions, and cost category amounts as defined by the online GRANTS Plus System;
C.) Actual costs that are incurred in accordance with OMB Circulars 2 CFR Part 200, Part 215, Part 220, Part 225, Part 230 and 45 CFR Part 74 Appendix E limited to the approved activity.

15.) Supplanting
Grant funds must not be used to supplant state or local funds, meaning that grant funds must not be used to replace routine or local expenditures for costs of activities that constitute general expenses required to carry out the overall responsibilities of the sub-recipient and/or its sub-recipients.

16.) Food
Costs relating to food for meetings, award banquets, etc. are not allowable.

17.) Pre-Activity
A grant pre-activity is required before any costs can be eligible for reimbursement. OTSO will notify the sub-recipient of the availability of the pre-activity prior to the “Authorized to Proceed Date” in the transmittal letter for the executed agreement. The pre-activity must be reviewed by, but not limited to, the designated project director and fiscal officer. The Pre-Activity must be reviewed, certified (check the box), and submitted to OTSO through GRANTS Plus. If there are changes to the Project Director and/or Fiscal Officer, the Pre-Activity must be reviewed by the new personnel.

18.) OTSO/Sub-recipient Meetings
Sub-recipients must attend all scheduled OTSO/Sub-recipient meetings to coordinate and review activity including current crash data to achieve high visibility enforcement, education and awareness.

19.) Press Release
Each sub-recipient is required to submit a press release to their local media announcing the grant award, including amount and purpose of award. Additional press releases are required depending on grant type; see Special Conditions beginning on page 24 for additional requirements.

20.) Grant Revisions
Any changes, additions, or deletions to this agreement must be submitted online and approved by OTSO prior to implementing proposed changes. All final revisions to this
agreement (either programmatic or fiscal), must be submitted online prior to September 1, 2022. Any requests for revisions after this date will not be approved.

OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding. Any changes made to the executed agreement limiting grant amounts by the OTSO shall be made in writing.

21.) **Required Personnel**
Each proposal/grant is required to have, at a minimum, an authorizing official, a project director and a fiscal officer. See pages 7 for a description of each. This information must be kept current.

22.) **GRANTS Plus User Accounts/Password Security**
For security purposes, each person using the GRANTS Plus system must have a separate user name and password. Each account must have its own email account. Sub-recipient agency personnel must not share passwords with agency staff or ODPS staff.

23.) **Labor Costs**
All work (personnel labor costs) reimbursed under this grant must be for actual paid hours worked. Labor costs based on a percentage of hours worked or hours accrued as comp time will not be accepted for reimbursement. Leave hours (i.e., sick, vacation, personal, holiday, etc.) are not reimbursable as direct labor. The employer’s share of certain fringe benefits (i.e., retirement, Medicare, etc.) are eligible for reimbursement. Worker’s Compensation is not eligible for reimbursement. Documentation verifying fringe percentages must be available to OTSO upon request.

24.) **Personnel Activity Reports**
Personnel activity reports may be required for any individual working on this federal grant program. These reports, at a minimum, must document date worked, detailed explanation of activity performed and the number of hours per day to be charged to this agreement. This document must be signed and dated by the individual and their immediate supervisor, maintained by the administering agency and submitted as a part of the expenditure report documentation required.

25.) **Sub-Contracts**
All sub-contracts must be submitted to OTSO for review prior to their execution and are subject to the same laws, regulations, and policies that govern this agreement.

**Contracts and procurements must include a copy of these Terms and Conditions.**
Do not include a specific contractor’s name/vendor’s name in the proposal/grant.

Any public information/educational materials purchased under a sub-contract, must be submitted to OTSO on a Request to Purchase form prior to incurring the cost.

Any training courses must be submitted to and approved by OTSO on a Request to Purchase form prior to scheduling.
26.) **Equipment**
All non-expendable equipment (i.e., having a useful life of one year or more and cost $1,000 or more) shall be entered into OTSO equipment inventory system. All purchased equipment must be used for approved traffic safety activities throughout its useful life. All purchases must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring the cost.

27.) **Central Services**
Costs for certain operational services provided to an agency on a centralized basis are unallowable. To be eligible for a reimbursement, a cost must be documented with an actual transfer of funds.

28.) **Supplies / Materials / Other Direct Costs**
All supplies, materials, and other direct costs must be used for approved traffic safety activities throughout its useful life. All purchases must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring the cost. Outreach efforts should be made and materials should be provided to reach the county’s ethnic and/or limited English speaking populations.

Alcohol is not allowed to be purchased with funds from this grant.

The sub-recipient must submit a final draft copy of all materials to OTSO for approval prior to production. In addition:

A.) All materials shall include federal sponsorship credit and/or disclaimer clauses as directed by OTSO. The credit line shall state: Funded by U.S. DOT/NHTSA and ODPS.

B.) All public service announcements funded with federal funds, in whole or in part, must be closed captioned for the hearing impaired.

C.) All data results, reports, equipment, supplies and other materials (including but not limited to electronic versions) developed by the sub-recipient must be available to ODPS/OTSO upon request.

29.) **Request for Bids**
OTSO will not reimburse for costs incurred by a sub-recipient for “requests for bids” for any services or purchases.

30.) **Travel**
Any request for travel and associated costs must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring any travel related costs.

Attendance at any conference/seminar/workshop that charges a registration fee must be submitted to and approved by OTSO on a Request to Purchase form prior to registration. All conferences/seminars/workshops must be traffic safety related; an agenda must be provided to OTSO.

All out of state travel conducted under this grant agreement will be reimbursed using U.S. General Services Administration (GSA) rates based on travel location or your agency’s travel policy whichever is less.
A current travel policy must be submitted with the grant proposal. OTSO will not reimburse for meals provided by the conference. Dietary restrictions need to be worked out with the conference organizer. Alcohol is not allowed to be purchased with funds from this grant.

31.) **Training**
The cost of training personnel for traffic safety purposes may be funded when the training supports both the goals and scope of work of the approved grant program and the goals of OTSO. All training requests and purchases must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring the cost.

32.) **Request to Purchase (RTP)**
All RTPs must be submitted to OTSO by August 1, 2022.

33.) **Expenditure Reports (Reimbursement Claims/Progress Reports)**
This agreement will operate on a reimbursement basis only. The administering agency must first incur the costs for approved expenditures and then apply for the reimbursement. Appropriate and accurate documentation will be required for each expense. Expenditure Reports with accurate documentation and corresponding report information must be submitted monthly. If there wasn’t any activity, a zero expenditure report must be submitted. The expenditure report must be submitted online to OTSO by the 15th calendar day of the following month. Failure to submit these reports in a timely manner will cause a delay in payment of claims, may jeopardize funding for present and future projects and may result in being placed in Sub-Recipient on Notice status.

34.) **Denial of Costs**
OTSO may deny costs for non-compliance with OTSO policies and procedures, terms and conditions and/or federal and state regulations by requesting the cost(s) be removed from the online expenditure report. A written response to all denials must be provided to OTSO within 30 days after the date transmitted to the sub-recipient or the sub-recipient relinquishes all rights to the denied cost(s).

35.) **Monitoring**
Programmatic and fiscal monitoring of grants shall be conducted in accordance with U.S. DOT/NHTSA and OTSO guidelines. Programmatic and fiscal monitoring may include representatives from the federal and/or state government.

36.) **Sub-recipient on Notice**
Sub-recipients that fail to meet performance standards and/or grant requirements may be placed in Sub-Recipient on Notice status. This designation will last until an agency satisfies agreed upon requirements.

Criteria for being placed in Sub-Recipient on Notice status:

- a) A pattern of untimely submissions of required expenditure reports (including required supporting documentation).
- b) Sub-recipient fails to perform activities according to the approved plan.
- c) A pattern of utilizing funds for unapproved activities, or has attempted to as identified in the review of expenditure reports and supporting documentation.
37.) **Final Report and Final Expenditure Report**
A final comprehensive annual report and a properly documented final expenditure report are due to the OTSO November 1st.

The final expenditure report will not be reviewed until the annual report has been submitted.

- If either the final expenditure report or the annual report are not submitted by November 1st, a 10 percent penalty may be deducted from the final expenditure report.
- If either the final expenditure report or the annual report are not submitted by November 15th, the final expenditure report will not be reimbursed.

The previous year’s final expense report and/or annual report will be completed during the current federal fiscal year with a reasonable amount of hours.

38.) **Records Retention**
All records relating to project activity and/or expenditures must be maintained for review by representatives of the federal or state government for at least three years following the final reimbursement payment.

39.) **Management Letter/Audit Report Submission**
As a pass-through agency for federal funding, OTSO is required by the Office of Management and Budget (OMB) SubPart F of the Uniform Guidance to ensure you have met the audit requirements of the circular.


You are required to retain a copy of your most recent Audit Report, Management Letter and/or Single Audit Report and provide to ODPS/OTSO upon request.

40.) **Termination of Agreement**
Either OTSO or the sub-recipient may terminate this Agreement for any reason by giving the other party 30 days written notice. If the Agreement is cancelled under this provision, OTSO shall reimburse the sub-recipient for approved work completed and documented to that date. Upon termination all data results, reports and other materials developed by the sub-recipient will become the property of OTSO. All of the equipment, materials and/or supplies provided to the sub-recipient for use under this agreement must be returned to OTSO upon request within 30 days of said written notice. Should any change in federal funding adversely affect OTSO’s ability to complete the fiscal year’s activities, OTSO has the right to revise or terminate the agreement in writing.

41.) **End of Grant**
If a subsequent grant is not awarded after the end of the grant period, all data results, reports, equipment, supplies and other materials developed by the sub-recipient must be returned to OTSO upon request within 30 days.
Special Conditions
In addition to Terms and Conditions # 1 – 41, the following Special Conditions apply to Impaired Driving Enforcement Program (IDEP)/Selective Traffic Enforcement Program (STEP), OVI Task Forces (OVITF), Safe Communities (SC) and General (GG) grant awards:

Impaired Driving Enforcement Program/Selective Traffic Enforcement Program

42.) **Enforcing Seat Belt Laws**
   The agency will enforce all seat belt and child restraint laws on all traffic stops made under this grant.

43.) **Training Certification**
   The sub-recipient must assure all enforcement personnel involved in approved overtime enforcement-related activities are certified in the following type(s) of training, as appropriate:
   - Alcohol-related traffic enforcement – (Arresting officer only): Standardized Field Sobriety Testing (SFST)
   - Drugged Driving traffic enforcement - Advanced Roadside Impaired Driving Enforcement (ARIDE)
   - Speed management-related traffic enforcement – Electronic Speed Measuring Device Training (ESMD)

44.) **Mandatory Blitzes**
   Funding for all OTSO identified blitzes must be used for overtime traffic enforcement, saturation patrols and OVI checkpoints only. Directing traffic, conducting parking detail at events, crash investigations, criminal investigations (i.e., drug investigation/enforcement, assaults, thefts, etc.), any non-traffic safety related activities, or any activities not identified in scope of work or work plan are not reimbursable activities.

45.) **National Enforcement Campaigns**
   All agencies utilizing overtime enforcement funds from OTSO are required to participate in the “Click It or Ticket” (CIOT) mobilization and both “Drive Sober or Get Pulled Over” (DSOGPO) alcohol crackdowns.

   Scheduled dates for the national enforcement campaigns are:
   - **Winter Holiday DSOGPO**: December 17, 2021 – January 1, 2022
   - **CIOT**: May 23 – June 5, 2022
   - **DSOGPO**: August 19 – September 5, 2022

46.) **Press Releases**
   In addition to the grant award press release, STEP and IDEP sub-recipients must attempt to publicize its local efforts during each blitz and national enforcement campaign prior to the enforcement activity and again with the results of the enforcement effort. OTSO will provide media toolkits for the blitzes and enforcement campaigns to assist with these efforts.

47.) **Enforcement Hours Eligibility**
   Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status work week as defined in the sub-recipient’s current labor agreement or departmental policy. Part-time permanent staff members are eligible for funding, with prior approval by OTSO. Only one officer per patrol car will be funded
as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

48.) **Transportation Costs**
 OTSO will reimburse a maximum of five percent of direct labor costs (Blitz and Non-Blitz hours only) for the agency to put towards fuel/transportation costs. Do not include education costs in the labor costs. Mileage logs, receipts, etc. are not required to be submitted with reimbursement claims, but must be maintained by the agency for auditing purposes.

49.) **Education Efforts**
 OTSO will reimburse for hours/costs spent towards education efforts for IDEP/STEP grants. These efforts can be used towards educating students, the general public at events, or officers and must be consistent with traffic safety problem identification (no interview techniques or other courses not related to traffic safety). Education efforts must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring any costs. See page 31 for maximum amounts based on jurisdiction size.

**OVI Task Forces**

50.) **Enforcing Seat Belt Laws**
The agency will enforce all seat belt and child restraint laws on all traffic stops made under this grant.

51.) **Site Selection**
Justification for sites selected for enforcement activities must be documented and maintained as a part of the sub-recipient’s file for this agreement.

52.) **Training Certification**
The sub-recipient must assure all enforcement personnel involved in approved overtime enforcement-related activities are certified in the following type(s) of training, as appropriate:

- **Alcohol-related traffic enforcement** – (Arresting officer only): Standardized Field Sobriety Testing (SFST)
- **Drugged Driving traffic enforcement** - Advanced Roadside Impaired Driving Enforcement (ARIDE)

53.) **National Enforcement Campaigns**
All agencies utilizing overtime enforcement funds from OTSO are required to participate in both “Drive Sober or Get Pulled Over” (DSOGPO) alcohol crackdowns.

Scheduled dates for the national enforcement campaigns are:

- **Winter Holiday DSOGPO:** December 17, 2021 – January 1, 2022
- **DSOGPO:** August 19 – September 5, 2022

54.) **Press Releases**
In addition to the grant award press release, OVI Task Forces are required to conduct three press conference events (one in coordination with the Drive Sober or Get Pulled Over alcohol crackdown), promote the task force through press releases and publicize
checkpoints as required by law. OTSO will provide media toolkits for the blitzes and enforcement campaigns to assist with these efforts.

55.) **Enforcement Hours Eligibility**
Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status workweek as defined in the sub-recipient’s current labor agreement or departmental policy. Part-time permanent staff members are eligible for funding, with prior approval by OTSO. Only one officer per patrol car will be funded as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

56.) **Transportation Costs**
OTSO will reimburse a maximum of five percent of direct labor costs (saturation patrol and checkpoint hours for both the lead and participating agencies) for the agency to put towards fuel/transportation costs. Do not include coordination or education costs in the labor costs. Mileage logs, receipts, etc. are not required to be submitted with reimbursement claims, but must be maintained by the agency for auditing purposes.

57.) **Education Efforts**
OTSO will reimburse for hours/costs spent towards education efforts for OVITF grants. These efforts can be used towards educating students, the general public at events, or officers and must be consistent with traffic safety problem identification (no interview techniques or other courses not related to traffic safety). Education efforts must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring any costs. A total of five percent of direct labor costs (do not include coordination costs) will be allowed towards education efforts.

58.) **Participating Law Enforcement Agencies**
Participating law enforcement agencies performing activity under this grant must be paid for activity performed before reimbursement will be paid to the lead agency.

59.) **Documentation for Overtime Activity with Participating Agencies**
 Documentation (check numbers, EFT, or DD) that the lead agency paid participating agencies working under the grant must be provided. Additional documentation may be requested.

60.) **Personnel Activity Reports**
Personnel Activity Reports are required for all coordination hours on this federal grant program. These reports, at a minimum, must document date worked, detailed explanation of activity performed and the number of hours per day to be charged to this agreement. Individuals working on more than one grant, must also include start and end times in the description. This document must be signed and dated by the individual and their immediate supervisor. It must be included as a part of the expenditure report documentation.
Safe Communities

61.) **Coalition Meetings**
Safe Communities programs must conduct a minimum of four coalition meetings during the grant period. Copies of signature rosters and the coalition meeting agenda must be kept on file and made available upon request. Notice of meetings must be sent to the assigned planner and LEL.

62.) **Kick-Off Events**
Each Safe Communities program is required to conduct a "Click It or Ticket" and a "Drive Sober or Get Pulled Over" kick-off event. Each Safe Communities must conduct their own event in their own county. The CIOT event must be no earlier than May 16, 2022 and no later than May 27, 2022. The DSOGPO event must be no earlier than August 12, 2022 and no later than August 26, 2022. These events must include participation, at a minimum, by your coalition members, local law enforcement, community leaders, and the media. Each Safe Communities must complete and submit a Kick-off Event Form by the required deadline. Each form will be reviewed for content. Additional participation in an adjacent county’s event will be considered on a case by case basis.

63.) **Fatal Crash Data Review Committee**
A Fatal Data Review Committee will meet in any quarter that a fatality has been reported in the county to review fatal crash reports to identify patterns or trends that could increase impact of traffic safety countermeasures. Copies of signature rosters and the coalition meeting agenda must be kept on file and made available upon request. Notice of meetings must be sent to the assigned planner and LEL.

64.) **Reporting of Fatality Information**
In order for communities to be kept informed on fatal crashes occurring in their areas, each Safe Communities program is required to report to their local media, at least quarterly, on the fatal crashes occurring in the communities using data from the OTSO Statistics Portal (https://ohiohighwaysafetyoffice.ohio.gov/otso-dashboard.aspx ). Notification shall be sent to the media no later than the 15th of the month following the ending quarter. For example: Fatalities occurring in October, November and December must be reported by January 15th. Media can include: television, radio, newspapers, etc. Copies of these releases must be kept in file and will be subject to review by OTSO.

65.) **Personnel Activity Reports**
Personnel Activity Reports are required for all individuals working on this federal grant program. These reports, at a minimum, must document date worked, detailed explanation of activity performed and the number of hours per day to be charged to this agreement. Individuals working on more than one grant, must also include start and end times in the description. This document must be signed and dated by the individual and their immediate supervisor. It must be included as a part of the expenditure report documentation.
General Grants

66.) **Personnel Activity Reports**
Personnel Activity Reports are required for all individuals working on this federal grant program. These reports, at a minimum, must document date worked, detailed explanation of activity performed and the number of hours per day to be charged to this agreement. Individuals working on more than one grant, must also include start and end times in the description. This document must be signed and dated by the individual and their immediate supervisor. It must be included as a part of the expenditure report documentation.
GRANT INFORMATION

Grant Number  IDEX/STEP-2022-Dayton Police Dept.-00033
Grant Title    IDEX/STEP Proposal 2022
Grant Term     10/01/2021 - 09/30/2022

ORGANIZATION CONTACTS

Authorized Official
Name: Shelley Dickstein          Phone: (937) 333-1099
Title: City Manager              Email: shelley.dickstein@daytonohio.gov

Project Director
Name: Gordon Cairns              Phone: (937) 333-1147
Title: Sergeant                  Email: gordon.cairns@daytonohio.gov

Fiscal Officer
Name: Sheelah Moyer             Phone: (937) 333-1045
Title: Grants and Budget Coordinator  Email: sheelah.moyer@daytonohio.gov

GRANT SERVICE AREA INFORMATION

Area Type  Urban
County or Counties served  Montgomery

Senate Legislative District(s) served
District 5
District 6

House Legislative District(s) served
District 39
District 40
District 42
District 43

US Congressional District(s) served  District 10
FSRS FUNDING INFORMATION

No

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

TERMS AND CONDITIONS

✓ By checking this box, our agency acknowledges that it has reviewed and agrees to abide by the Terms and Conditions.

PROBLEM IDENTIFICATION

✓ By checking this box, our agency acknowledges that it has accessed and reviewed the OTSO Statistics Portal to help with problem identification. This information must be used in preparing this grant proposal and in the workplan activities to achieve the goals of the proposal.

PROPOSAL GUIDELINE PRESENTATION

✓ By checking this box, our agency acknowledges that it has accessed and reviewed the Proposal Guideline Presentation prior to applying for this grant.

COUNTERMEASURES THAT WORK

✓ By checking this box, our agency acknowledges that it has accessed and reviewed the Countermeasures That Work. All activities proposed must address problem ID as shown in the county profile and be data driven and evidence-based. This guide must be used in preparing this grant proposal and in the work plan activities to achieve the goals of the proposal.

DIVERSITY / INCLUSION TRAINING

✓ By checking this box, our agency verifies that all personnel that will work on this grant have completed any sub-recipient agency required diversity/inclusion training.

SUB-RECIPIENT STAFF ACCESS

✓ By checking this box, our agency verifies that all sub-recipient agency staff that will need access to this grant (grant, revisions, pre-claim, expenditure reports, annual reports) have been set up with GRANTS Plus accounts and added to the proposal. See Instructions.

AUTHORIZATION

✓ By checking this box, the agency verifies that the Authorized Official (named on the General Information page) has approved the submission of this proposal.
GOAL TITLE
Fatal Crash Goal

GOAL DESCRIPTION
Reduce the number of traffic-related fatal crashes by three percent (3%).

BASELINE
See IDEP/STEP Statistics link in the instructions for the baseline.

SCOPE
Through problem identification of traffic crash data, conduct high visibility enforcement in locations and at times that will have the greatest impact in reducing fatal/serious injury crashes. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.

EVALUATION
Conduct monthly reviews comparing stats from the previous year.

GOAL TITLE
Alcohol Goal

GOAL DESCRIPTION
Reduce the number of alcohol-related fatal and serious injury crashes by three percent (3%).

BASELINE
See the IDEP/STEP Statistics link the instructions for the baseline.

SCOPE
Through problem identification of traffic crash data, conduct high visibility enforcement in locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.

EVALUATION
Conduct monthly reviews comparing stats from the previous year.

GOAL TITLE
Seat Belt Goal

GOAL DESCRIPTION
Increase seat belt restraint usage to the percent listed in the IDEP/STEP Statistics link in the instructions.
**BASELINE**

See the IDEP/STEP Statistics link in the instructions for the current county seat belt restraint usage baseline (provided by the University of Akron).

**SCOPE**

High visibility enforcement will address non-compliance of seat belt use. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.

**EVALUATION**

Comparison of highest observational survey to the baseline usage provided.

- By checking this box, our agency certifies that it has reviewed the IDEP/STEP Statistics link in the instructions and agrees with the baseline and goals established.
<table>
<thead>
<tr>
<th>October</th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
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</thead>
<tbody>
<tr>
<td>Homecoming (October 1 - 31, 2021)</td>
<td></td>
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<tr>
<td>Halloween (October 22 - 31, 2021)</td>
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*Homecoming hours are for high school/college homecoming activities only.*

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<th>November</th>
<th>Impaired Driving Enforcement (IDEP)</th>
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<tr>
<td>Thanksgiving (November 24 - 28, 2021)</td>
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<th>Impaired Driving Enforcement (IDEP)</th>
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<tr>
<td>Winter Holiday DSOGPO (December 17 - 31, 2021)</td>
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<td>Winter Holiday DSOGPO (January 1, 2022)</td>
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<td>Super Bowl (February 6 - 7, 2022)</td>
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<th>March</th>
<th>Impaired Driving Enforcement (IDEP)</th>
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<tr>
<td>St. Patrick's Day (March 11 - 18, 2022)</td>
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<th>Impaired Driving Enforcement (IDEP)</th>
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<tbody>
<tr>
<td>Distracted Driving Month (April 1 - 30, 2022)</td>
<td>N/A</td>
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<tr>
<td>Prom (April 1 - 30, 2022)</td>
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<th>May</th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
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<tbody>
<tr>
<td>Prom (May 1 - 31, 2022)</td>
<td></td>
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*April and May Prom blitz hours are to be used for high school prom events only.*

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<thead>
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<th>June</th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
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<tbody>
<tr>
<td>June CIOT (June 1 - 5, 2022)</td>
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<th>July</th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
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<tbody>
<tr>
<td>4th of July (July 1 - 5, 2022)</td>
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<tr>
<th>August</th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
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<tbody>
<tr>
<td>August DSOGPO (August 19 - 31, 2022)</td>
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<tr>
<th>September</th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homecoming (September 1 - 30, 2022)</td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

*Homecoming hours are for high school/college homecoming activities only.*

| Required Blitz - September DSOGPO (September 1 - 5, 2022) | 40 | N/A |

**Total Required Blitz Hours:** 510 510
### NON-BLITZ HOURS

<table>
<thead>
<tr>
<th></th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Blitz Hours (October 1, 2021 - September 30, 2022)</td>
<td>40</td>
<td>40</td>
</tr>
</tbody>
</table>

### SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Impaired Driving Enforcement (IDEP)</th>
<th>Selective Traffic Enforcement (STEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total FFY 2022 Hours:</td>
<td>550</td>
<td>550</td>
</tr>
<tr>
<td>Total Labor Day DSOGPO Hours:</td>
<td>100</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Memorial Day CIOT Hours:</td>
<td>N/A</td>
<td>180</td>
</tr>
</tbody>
</table>

### REGIONAL MEETINGS

[✔] By checking this box, our agency agrees to attend all scheduled regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.
### IDEP Labor

<table>
<thead>
<tr>
<th>Number of hours</th>
<th>Hourly rate</th>
<th>Total Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>550</td>
<td>$53.25*</td>
<td>$29,287.50</td>
</tr>
</tbody>
</table>

### STEP Labor

<table>
<thead>
<tr>
<th>Number of hours</th>
<th>Hourly rate</th>
<th>Total Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>550</td>
<td>$53.25</td>
<td>$29,287.50*</td>
</tr>
</tbody>
</table>

### IDEP Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5000%*</td>
<td>1.45%</td>
<td>20.95%</td>
<td>$6,135.73</td>
</tr>
</tbody>
</table>

### STEP Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5000%*</td>
<td>1.45%</td>
<td>20.95%</td>
<td>$6,135.73</td>
</tr>
</tbody>
</table>

### IDEP Transportation

<table>
<thead>
<tr>
<th>Applicable?</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>$1,464.38</td>
</tr>
</tbody>
</table>

### STEP Transportation

<table>
<thead>
<tr>
<th>Applicable?</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>$1,464.38</td>
</tr>
</tbody>
</table>

### STEP Education

$2,500
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDEP Direct Labor</td>
<td>$29,287.50</td>
</tr>
<tr>
<td>STEP Direct Labor</td>
<td>$29,287.50</td>
</tr>
<tr>
<td>IDEP Fringe Benefit</td>
<td>$6,135.73</td>
</tr>
<tr>
<td>STEP Fringe Benefits</td>
<td>$6,135.73</td>
</tr>
<tr>
<td>IDEP Transportation Costs</td>
<td>$1,464.38</td>
</tr>
<tr>
<td>STEP Transportation Costs</td>
<td>$1,464.38</td>
</tr>
<tr>
<td>STEP Education</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Totals:</td>
<td>$76,275.22</td>
</tr>
</tbody>
</table>

| IDEP Total:                     | $36,887.61 |
| STEP Total:                     | $39,387.61 |
September 1, 2021

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, OH 45402

Attention: Sergeant Gordon Cairns

Re: FFY 2022 Grant # IDEP/STEP-2022-Dayton Police Dept.-00033

Dear Mr. Dickstein:

The Federal Fiscal Year (FFY) 2022 grant proposal referenced above is approved for $76,275.22. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. **Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.**

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is October 1, 2021. The "Agreement Termination Date" is September 30, 2022. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3170 or kwilliams@dps.ohio.gov.

**Note:** All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2021.

<table>
<thead>
<tr>
<th>Program</th>
<th>Catalog of Federal Domestic Assistance (CFDA)</th>
<th>Description</th>
<th>Amount</th>
<th>FAIN Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDEP</td>
<td>20.608</td>
<td>Repeat Offenders for Driving While Intoxicated (DWI)</td>
<td>$36,887.61</td>
<td>69A37521300001640OHA</td>
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<tr>
<td>STEP</td>
<td>20.600</td>
<td>State and Community Highway Safety</td>
<td>$39,387.61</td>
<td>69A37521300004020OHA</td>
</tr>
</tbody>
</table>

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2022. Should any change in federal funding adversely affect the Ohio Traffic Safety Office’s (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Felice Moretti
Felice Moretti, Director
Ohio Traffic Safety Office
Special Conditions

In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Ohio Traffic Safety Office (OTSO) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of events/activities in the FFY2022 grant year. If the sub-recipient is unable to complete the approved work plans (e.g., events, enforcement hours, meetings, etc.) in any manner on this grant, the sub-recipient must contact the assigned planner immediately and discuss potential revision(s) to the FFY2022 grant. All Federal and State regulations will apply.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety, Office of Traffic Safety, administers the Operating a Vehicle While Impaired Task Force ("OVI") Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, The City of Dayton (City) submitted a federal fiscal year (FFY) 2022 grant application entitled “OVI Task Force” to implement area checkpoints and saturation patrols with approximately fifteen (15) jurisdictions and the Dayton Police Department; 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; and

WHEREAS, The Ohio Department of Public Safety has awarded the City Grant Number OVI-2022-Dayton Police Dept.-00006 for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to the City accepting all terms and conditions; and

WHEREAS, It is necessary to meet the grant terms for implementation to begin at the earliest possible date to conduct the required minimum enforcement efforts that will preserve public peace, property, health and safety that this resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the FFY 2022 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20.616 National Priority Safety Programs known as the Montgomery County OVI Task Force grant in an amount not to exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.
Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. 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......................, 2021

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

Mayor of the City of Dayton, Ohio

Attest:

__________________________
Clerk of Commission

Approved as to Form:

__________________________
City Attorney
GRANT APPLICATION APPROVAL FORM

Date: 5/20/21

Department/Division: Police/Chief's Office

Project Title: 2022 OVI Grant

CFDA Title and Number: 20.616 National Priority Safety Programs

(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 Montgomery County OVI Task Force is an initiative to conduct sobriety checkpoints, impaired driving saturation patrols, public awareness and education. The top alcohol-related fatal crash counties must have an average of 6+ fatal crashes in the past three years. Grant activities include a focus on saturation patrols and enforcement. There are more than 16 jurisdictions who participate in the task force. The City received over $224,000.00 under the grant program for 2021. The grant will only reimburse the City for hourly rate, pension and Medicare benefits.

The OVI grant application is submitted electronically and the City Manager agrees by signing below, for Police Department staff to submit this grant on her behalf. The City Manager also agrees to DPD staff to making any necessary changes for the State to accept the application, as long as the changes do not increase the City's financial obligation.

Name and phone of staff person to be called when signed application is ready: Sheelah Moyer ext. 1045

Name of staff person responsible for this grant: Sheelah Moyer

Deadline for submission to funding agency: May 25, 2021

When will grant award decision be made? (Estimate if necessary) August/September 2021

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>AGENCY/FUNDING SOURCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fed</td>
<td></td>
<td>$ 0.00</td>
</tr>
<tr>
<td>State</td>
<td>Ohio Department of Public Safety</td>
<td>$ 224,999.19</td>
</tr>
<tr>
<td>City of Dayton</td>
<td>Match for Unreimbursed Fringes</td>
<td>$ 2,665.27</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>$ 0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 227,664.46</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: 
E-SIGNED by Matt Carper on 2021-05-20 20:39:31 GMT

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 E-SIGNED by Diane Shannon on 2021-05-24 14:30:24 GMT May 24, 2021

Director of Finance (IF CASH MATCH IS REQUIRED) Date

City Manager’s Office Date 5/25/2021
## CERTIFICATE OF FUNDS

### SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Start Date</strong></td>
<td>10/01/21</td>
<td></td>
</tr>
<tr>
<td><strong>Expiration Date</strong></td>
<td>09/30/22</td>
<td></td>
</tr>
<tr>
<td><strong>Original Commission Approval</strong></td>
<td>$2,665.27</td>
<td></td>
</tr>
<tr>
<td><strong>Initial Encumbrance</strong></td>
<td>$2,665.27</td>
<td></td>
</tr>
<tr>
<td><strong>Remaining Commission Approval</strong></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Original CT/CF</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Increase Encumbrance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Decrease Encumbrance</strong></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Remaining Commission Approval</strong></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$2,665.27</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code:</td>
<td>10000 - 6210 - 1221 - 71 - -</td>
</tr>
</tbody>
</table>

### NO DRAFT DOCUMENTS PERMITTED

<table>
<thead>
<tr>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>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: | |

**Attach additional pages for more FOAPALs**

**Vendor Name:** City of Dayton  
**Vendor Address:** 101 West Third Street Dayton Ohio 45402-1814  
**Federal ID:** 31-6000175  
**Purpose:** Cover costs for 2022 OVI Grant Application for Salary Driven Fringes not reimbursed by the State of Ohio.

**Contact Person:** Sheelah Moyer  
**Time:** 5/20/2021

**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:** May 24, 2021  
**CF Prepared by:** J.M.  
**Date:** October 18, 2011
### Sources
- Montgomery County OVI Task Force: $96,751.62
- Montgomery County OVI Task Force Fringes 20.43%: $19,766.36
- Montgomery County OVI Task Force Fuel 5%: $4,837.58
- Other Task Force Expenses: $9,976.04
- Coordinator Contract: $15,600.00
- City of Dayton OVI Grant - Lead Agency: $61,983.00
- City of Dayton Fringe 20.95%: $12,985.44
- City of Dayton Fuel 5%: $3,099.15
- **TOTAL SOURCES**: $224,999.19

### Uses
- Montgomery County OVI Task Force: $96,751.62
- Montgomery County OVI Task Force Fringes 20.43%: $19,766.36
- Montgomery County OVI Task Force Fuel 5%: $4,837.58
- Other Task Force Expenses: $9,976.04
- Coordinator Task Force Contract: $15,600.00
- City of Dayton Salary -Lead Agency: $61,983.00
- City of Dayton Salary Driven Benefits 25.25%: $15,650.71
- City of Dayton Fuel Reimbursement 5%: $3,099.15
- **TOTAL USES**: $227,664.46

### Sub-Total
- **Unreimbursed expenses (transfer into future grant funds)**: -$2,665.27
- **Total Balance**: $2,665.27

Note: Fringe reimbursement from the State capped at 20.95%. Transfer out will be done to cover fringes not reimbursed by the State.
GRANT INFORMATION

Grant Number: OVI-2022-Dayton Police Dept.-00006
Grant Title: OVI Task Force Proposal 2022
Grant Term: 10/01/2021 - 09/30/2022

ORGANIZATION CONTACTS

Authorized Official
Name: Shelley Dickstein
Title: City Manager
Phone: (937) 333-1099
Email: shelley.dickstein@daytonohio.gov

Project Director
Name: Michelle Moser
Title: OVI Coordinator
Phone: (937) 604-9339
Email: moser.michelle16@gmail.com

Fiscal Officer
Name: Sheelah Moyer
Title: Grants and Budget Coordinator
Phone: (937) 333-1045
Email: sheelah.moyer@daytonohio.gov

GRANT SERVICE AREA INFORMATION

Area Type: Urban
County or Counties served: Montgomery

Senate Legislative District(s) served
- District 5
- District 6

House Legislative District(s) served
- District 39
- District 40
- District 42
- District 43

US Congressional District(s) served
- District 10

05/20/2021
<table>
<thead>
<tr>
<th>FSRs FUNDING INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No</strong></td>
</tr>
<tr>
<td>In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TERMS AND CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>✓</strong></td>
</tr>
<tr>
<td>By checking this box, our agency acknowledges that it has reviewed and agrees to abide by the Terms and Conditions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROBLEM IDENTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>✓</strong></td>
</tr>
<tr>
<td>By checking this box, our agency acknowledges that it has accessed and reviewed the OTSO Statistics Portal to help with problem identification. This information must be used in preparing this grant proposal and in the workplan activities to achieve the goals of the proposal.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPOSAL GUIDELINE PRESENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>✓</strong></td>
</tr>
<tr>
<td>By checking this box, our agency acknowledges that it has accessed and reviewed the Proposal Guideline Presentation prior to applying for this grant.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTERMEASURES THAT WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>✓</strong></td>
</tr>
<tr>
<td>By checking this box, our agency acknowledges that it has accessed and reviewed the Countermeasures That Work. All activities proposed must address problem ID as shown in the county profile and be data driven and evidence-based. This guide must be used in preparing this grant proposal and in the work plan activities to achieve the goals of the proposal.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVERSITY / INCLUSION TRAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>✓</strong></td>
</tr>
<tr>
<td>By checking this box, our agency verifies that all personnel that will work on this grant have completed any sub-recipient agency required diversity/inclusion training.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUB-RECIPIENT STAFF ACCESS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>✓</strong></td>
</tr>
<tr>
<td>By checking this box, our agency verifies that all sub-recipient agency staff that will need access to this grant (grant, revisions, pre-claim, expenditure reports, annual reports) have been set up with GRANTS Plus accounts and added to the proposal. See Instructions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AUTHORIZATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking this box, the agency verifies that the Authorized Official (named on the General Information page) has approved the submission of this proposal.</td>
</tr>
<tr>
<td>Agency Name</td>
</tr>
<tr>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Butler Township</td>
</tr>
<tr>
<td>Centerville</td>
</tr>
<tr>
<td>Clay Township</td>
</tr>
<tr>
<td>Clayton</td>
</tr>
<tr>
<td>Five Rivers Metro Parks</td>
</tr>
<tr>
<td>Huber Heights</td>
</tr>
<tr>
<td>Kettering</td>
</tr>
<tr>
<td>Miamisburg</td>
</tr>
<tr>
<td>Montgomery County Sheriffs Office</td>
</tr>
<tr>
<td>Moraine</td>
</tr>
<tr>
<td>Perry Township</td>
</tr>
<tr>
<td>Riverside</td>
</tr>
<tr>
<td>Trotwood</td>
</tr>
<tr>
<td>West Carrollton</td>
</tr>
<tr>
<td>Vandalia</td>
</tr>
<tr>
<td>GOAL TITLE</td>
</tr>
<tr>
<td>--------------------</td>
</tr>
<tr>
<td>GOAL DESCRIPTION</td>
</tr>
<tr>
<td>BASELINE</td>
</tr>
<tr>
<td>SCOPE</td>
</tr>
<tr>
<td>EVALUATION</td>
</tr>
</tbody>
</table>
## Goal Title
Checkpoint Goal

## Goal Description
Conduct 16 checkpoints (see the grant solicitation package for the minimum required number of checkpoints - number of checkpoints in goal must equal number of checkpoints submitted in the work plan.)

## Baseline
Last year, 16 checkpoints were conducted.

## Scope
Through problem identification of traffic crash data, conduct checkpoints locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes.

## Evaluation
Number of checkpoints conducted.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>OCTOBER</th>
<th></th>
<th>NOVEMBER</th>
<th></th>
<th>DECEMBER</th>
<th></th>
<th>JANUARY</th>
<th></th>
<th>FEBRUARY</th>
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<tbody>
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<tr>
<td>Press Releases</td>
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<td>Press Releases</td>
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<tr>
<td>Task Force Meeting</td>
<td></td>
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<td>Yes</td>
<td>Task Force Meeting</td>
<td>Yes</td>
<td>Task Force Meeting</td>
<td>Yes</td>
<td>Task Force Meeting</td>
<td>Yes</td>
<td>Task Force Meeting</td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td></td>
<td>Saturation Patrol Hours</td>
<td>186</td>
<td>Saturation Patrol Hours</td>
<td>210</td>
<td>Saturation Patrol Hours</td>
<td>206</td>
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<td></td>
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<td>2</td>
<td># of Low Manpower Checkpoints</td>
<td>1</td>
<td># of Low Manpower Checkpoints</td>
<td>2</td>
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<td>Low Manpower Hours</td>
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<td>Low Manpower Hours</td>
<td>58</td>
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### March

<table>
<thead>
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<th>Event Type</th>
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<tbody>
<tr>
<td>Media Events</td>
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<tr>
<td>Press Releases</td>
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<tr>
<td>Task Force Meeting</td>
<td>1</td>
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<td>Saturation Patrol Hours</td>
<td>Yes</td>
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<table>
<thead>
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### April

<table>
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<td>Press Releases</td>
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<tr>
<td>Task Force Meeting</td>
<td>1</td>
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<td>Saturation Patrol Hours</td>
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<table>
<thead>
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<tr>
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<td>Low Manpower Hours</td>
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### May

<table>
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<tbody>
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<td>Task Force Meeting</td>
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<table>
<thead>
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<tr>
<td># of Low Manpower Checkpoints</td>
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<tr>
<td>Low Manpower Hours</td>
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### June

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<td>Press Releases</td>
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<tr>
<td>Task Force Meeting</td>
<td>1</td>
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<tr>
<td>Saturation Patrol Hours</td>
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<table>
<thead>
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<tbody>
<tr>
<td># of Low Manpower Checkpoints</td>
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<tr>
<td>Low Manpower Hours</td>
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### July

<table>
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<td>Press Releases</td>
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<td>Task Force Meeting</td>
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<td>Saturation Patrol Hours</td>
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<table>
<thead>
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<th>Value</th>
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<tbody>
<tr>
<td># of Low Manpower Checkpoints</td>
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<tr>
<td>Low Manpower Hours</td>
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</tbody>
</table>
### AUGUST

<table>
<thead>
<tr>
<th>Event</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Media Events</td>
<td>1</td>
</tr>
<tr>
<td>Press Releases</td>
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<tr>
<td>Task Force Meeting</td>
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<tr>
<td>Saturation Patrol Hours</td>
<td>Yes</td>
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<tr>
<td>No of Low Manpower Checkpoints</td>
<td>190</td>
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<tr>
<td>Low Manpower Hours</td>
<td>2</td>
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### SEPTEMBER

<table>
<thead>
<tr>
<th>Event</th>
<th>Count</th>
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<tbody>
<tr>
<td>Media Events</td>
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<tr>
<td>Press Releases</td>
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</tr>
<tr>
<td>Task Force Meeting</td>
<td></td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>Yes</td>
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<td>No of Low Manpower Checkpoints</td>
<td>155</td>
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<tr>
<td>Low Manpower Hours</td>
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<table>
<thead>
<tr>
<th>Event</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Number of Checkpoints</td>
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</tr>
<tr>
<td>Number of Checkpoint Hours</td>
<td>868</td>
</tr>
<tr>
<td>Number of Saturation Patrol Hours</td>
<td>2249</td>
</tr>
<tr>
<td>Number of Media Events</td>
<td>6</td>
</tr>
</tbody>
</table>

### REGIONAL MEETINGS

[☑] By checking this box, our agency agrees to attend all scheduled regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.
### Lead Agency Labor

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1164</td>
<td>$53.2500</td>
<td>$61,983.00</td>
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### Participating Agencies (Contractual)

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1953</td>
<td>$49.5400</td>
<td>$96,751.62</td>
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</tbody>
</table>

### Lead Agency Coordination Hours

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$0</td>
<td>$0</td>
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</tbody>
</table>

### Contractual Coordination Hours

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>520</td>
<td>$30.0000</td>
<td>$15,600.00</td>
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### Lead Agency Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5000%</td>
<td>1.45%</td>
<td>20.95%</td>
<td>$12,985.44</td>
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</table>

### Participating Agency (Contractual) Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.9800%</td>
<td>1.45%</td>
<td>20.43%</td>
<td>$19,766.36</td>
</tr>
<tr>
<td>Budget Category</td>
<td>Short Description of Budget Item</td>
<td>Quantity</td>
<td>Amount</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>Travel Expense</td>
<td>Travel to approved safety conference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies/Materials/Other Costs</td>
<td>Supplies and materials to help with OVI saturation patrol and OVI checkpoints</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>Purchase of equipment to aid in OVI saturation patrol and OVI checkpoints</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total:                                | 10                                               |          | $5,214.00 |

| Lead Agency Education                 | Amount Requested: $1,859.49                      |          |
| Participating Agency Education        | Amount Requested: $2,902.55                      |          |
| Lead Agency Transportation Costs      | Amount Requested: $3,099.15                      |          |
| Participating Agency Transportation Costs | Amount Requested: $4,837.58                      |          |

05/20/2021
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Lead Agency Labor</td>
<td>$61,983.00</td>
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<tr>
<td>Contractual Labor</td>
<td>$96,751.62</td>
</tr>
<tr>
<td>Lead Agency Coordination</td>
<td>$0</td>
</tr>
<tr>
<td>Contractual Coordination</td>
<td>$15,600.00</td>
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<tr>
<td>Lead Agency Fringe Benefit</td>
<td>$12,985.44</td>
</tr>
<tr>
<td>Contractual Fringe Benefit</td>
<td>$19,766.36</td>
</tr>
<tr>
<td>Lead Agency Education</td>
<td>$1,859.49</td>
</tr>
<tr>
<td>Contractual Education</td>
<td>$2,902.55</td>
</tr>
<tr>
<td>Lead Agency Transportation Costs</td>
<td>$3,099.15</td>
</tr>
<tr>
<td>Contractual Transportation Costs</td>
<td>$4,837.58</td>
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<tr>
<td>Additional Contractual</td>
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<tr>
<td>Equipment</td>
<td>$1,800.00</td>
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<td>Supplies/Materials/Other Direct Costs</td>
<td>$1,514.00</td>
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<td>Travel Expenses</td>
<td>$1,900.00</td>
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<tr>
<td>Totals:</td>
<td>$224,999.19</td>
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FFY2022 Terms and Conditions for All Grants

The following terms and conditions must be met in order to obtain and conduct a federally-funded traffic safety program. Upon approval of this grant award, these terms and conditions will become a part of the executed agreement. The term "sub-recipient" refers to the Administering Agency of the project.

1.) Agreement
Any inconsistencies between agreements and any attached documents shall be resolved in favor of the most current revised agreement on the online system, which shall be the controlling document. All activities conducted under this grant program must address problem ID as shown in the county profile and be data driven and evidence-based. "Countermeasures That Work" must be used to determine the work plan activities to achieve the goals of the grant.

2.) Legislative Authority
The Authorizing Official shall obtain the legal legislative authority necessary to implement the activity, to make expenditures and to receive funds, as set forth by this agreement.

3.) Nondiscrimination
The sub-recipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
• Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The sub-recipient —

• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT’s or NHTSA’s access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

• Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/ funding recipient agrees —

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

4.) Diversity / Inclusion Training
All personnel that will work on this grant must complete any sub-recipient agency required diversity/inclusion training.

The sub-recipient will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
   - The dangers of drug abuse in the workplace.
   - The grantee's policy of maintaining a drug-free workplace.
   - Any available drug counseling, rehabilitation, and employee assistance programs.
   - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
   - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
   - Abide by the terms of the statement.
   - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

d. Notifying the agency within ten days after receiving notice under subparagraph (c) (2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c) (2), with respect to any employee who is so convicted –
   - Taking appropriate personnel action against such an employee, up to and including termination.
   - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.
6.) **Buy America Act**
The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

7.) **Political Activity (Hatch Act)**
The sub-recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

8.) **Certification Regarding Federal Lobbying**

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

2. 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
9.) **Restriction on State Lobbying**
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

10.) **Certification Regarding Debarment and Suspension**

**Instructions for Primary Certification (States)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the
"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended,
debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.) Prohibition On Using Grant Funds To Check For Helmet Usage
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

12.) Policy on Seat Belt Use
In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA’s website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President’s goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

The Administering Agency certifies that an “employee seat belt usage policy” is in place that requires employees to wear seat belts while working on agency business. This policy will be made available for review by OTSO representatives upon request.

13.) Policy to Ban Text Messaging While Driving
In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety
initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

14.) Limitations
This agreement is a commitment to perform the work identified herein and this authorization is limited to:

A.) The scope of work performed after the "Authorized to Proceed" and before the "Agreement Termination" dates, as specified in the transmittal letter.
B.) The scope of work, rates of participations, federal funds, special conditions, and cost category amounts as defined by the online GRANTS Plus System;
C.) Actual costs that are incurred in accordance with OMB Circulars 2 CFR Part 200, Part 215, Part 220, Part 225, Part 230 and 45 CFR Part 74 Appendix E limited to the approved activity.

15.) Supplanting
Grant funds must not be used to supplant state or local funds, meaning that grant funds must not be used to replace routine or local expenditures for costs of activities that constitute general expenses required to carry out the overall responsibilities of the sub-recipient and/or its sub-recipients.

16.) Food
Costs relating to food for meetings, award banquets, etc. are not allowable.

17.) Pre-Activity
A grant pre-activity is required before any costs can be eligible for reimbursement. OTSO will notify the sub-recipient of the availability of the pre-activity prior to the "Authorized to Proceed Date" in the transmittal letter for the executed agreement. The pre-activity must be reviewed by, but not limited to, the designated project director and fiscal officer. The Pre-Activity must be reviewed, certified (check the box), and submitted to OTSO through GRANTS Plus. If there are changes to the Project Director and/or Fiscal Officer, the Pre-Activity must be reviewed by the new personnel.

18.) OTSO/Sub-recipient Meetings
Sub-recipients must attend all scheduled OTSO/Sub-recipient meetings to coordinate and review activity including current crash data to achieve high visibility enforcement, education and awareness.

19.) Press Release
Each sub-recipient is required to submit a press release to their local media announcing the grant award, including amount and purpose of award. Additional press releases are required depending on grant type; see Special Conditions beginning on page 24 for additional requirements.

20.) Grant Revisions
Any changes, additions, or deletions to this agreement must be submitted online and approved by OTSO prior to implementing proposed changes. All final revisions to this
agreement (either programmatic or fiscal), must be submitted online prior to September 1, 2022. Any requests for revisions after this date will not be approved.

OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding. Any changes made to the executed agreement limiting grant amounts by the OTSO shall be made in writing.

21.) **Required Personnel**
Each proposal/grant is required to have, at a minimum, an authorizing official, a project director and a fiscal officer. See pages 7 for a description of each. This information must be kept current.

22.) **GRANTS Plus User Accounts/Password Security**
For security purposes, each person using the GRANTS Plus system must have a separate user name and password. Each account must have its own email account. **Sub-recipient agency personnel must not share passwords with agency staff or ODPS staff.**

23.) **Labor Costs**
All work (personnel labor costs) reimbursed under this grant must be for actual paid hours worked. Labor costs based on a percentage of hours worked or hours accrued as comp time will not be accepted for reimbursement. Leave hours (i.e., sick, vacation, personal, holiday, etc.) are not reimbursable as direct labor. The employer’s share of certain fringe benefits (i.e., retirement, Medicare, etc.) are eligible for reimbursement. Worker’s Compensation is not eligible for reimbursement. Documentation verifying fringe percentages must be available to OTSO upon request.

24.) **Personnel Activity Reports**
Personnel activity reports may be required for any individual working on this federal grant program. These reports, at a minimum, must document date worked, detailed explanation of activity performed and the number of hours per day to be charged to this agreement. This document must be signed and dated by the individual and their immediate supervisor, maintained by the administering agency and submitted as a part of the expenditure report documentation required.

25.) **Sub-Contracts**
All sub-contracts must be submitted to OTSO for review prior to their execution and are subject to the same laws, regulations, and policies that govern this agreement. **Contracts and procurements must include a copy of these Terms and Conditions.** Do not include a specific contractor’s name/vendor’s name in the proposal/grant.

Any public information/educational materials purchased under a sub-contract, must be submitted to OTSO on a Request to Purchase form prior to incurring the cost.

Any training courses must be submitted to and approved by OTSO on a Request to Purchase form prior to scheduling.
26.) **Equipment**
   All non-expendable equipment (i.e., having a useful life of one year or more and cost $1,000 or more) shall be entered into OTSO equipment inventory system. All purchased equipment must be used for approved traffic safety activities throughout its useful life. All purchases must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring the cost.

27.) **Central Services**
   Costs for certain operational services provided to an agency on a centralized basis are unallowable. To be eligible for a reimbursement, a cost must be documented with an actual transfer of funds.

28.) **Supplies / Materials / Other Direct Costs**
   All supplies, materials, and other direct costs must be used for approved traffic safety activities throughout its useful life. All purchases must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring the cost. Outreach efforts should be made and materials should be provided to reach the county's ethnic and/or limited English speaking populations.

   Alcohol is not allowed to be purchased with funds from this grant.

   The sub-recipient must submit a final draft copy of all materials to OTSO for approval prior to production. In addition:

   A.) All materials shall include federal sponsorship credit and/or disclaimer clauses as directed by OTSO. The credit line shall state: Funded by U.S. DOT/NHTSA and ODPS.

   B.) All public service announcements funded with federal funds, in whole or in part, must be closed captioned for the hearing impaired.

   C.) All data results, reports, equipment, supplies and other materials (including but not limited to electronic versions) developed by the sub-recipient must be available to ODPS/OTSO upon request.

29.) **Request for Bids**
   OTSO will not reimburse for costs incurred by a sub-recipient for "requests for bids" for any services or purchases.

30.) **Travel**
   Any request for travel and associated costs must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring any travel related costs.

   Attendance at any conference/seminar/workshop that charges a registration fee must be submitted to and approved by OTSO on a Request to Purchase form prior to registration.

   All conferences/seminars/workshops must be traffic safety related; an agenda must be provided to OTSO.

   All out of state travel conducted under this grant agreement will be reimbursed using U.S. General Services Administration (GSA) rates based on travel location or your agency's travel policy whichever is less.
A current travel policy must be submitted with the grant proposal. OTSO will not reimburse for meals provided by the conference. Dietary restrictions need to be worked out with the conference organizer. Alcohol is not allowed to be purchased with funds from this grant.

31.) **Training**
The cost of training personnel for traffic safety purposes may be funded when the training supports both the goals and scope of work of the approved grant program and the goals of OTSO. All training requests and purchases must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring the cost.

32.) **Request to Purchase (RTP)**
All RTPs must be submitted to OTSO by August 1, 2022.

33.) **Expenditure Reports (Reimbursement Claims/Progress Reports)**
This agreement will operate on a reimbursement basis only. The administering agency must first incur the costs for approved expenditures and then apply for the reimbursement. Appropriate and accurate documentation will be required for each expense. Expenditure Reports with accurate documentation and corresponding report information must be submitted monthly. If there wasn't any activity, a zero expenditure report must be submitted. The expenditure report must be submitted online to OTSO by the 15th calendar day of the following month. Failure to submit these reports in a timely manner will cause a delay in payment of claims, may jeopardize funding for present and future projects and may result in being placed in Sub-Recipient on Notice status.

34.) **Denial of Costs**
OTSO may deny costs for non-compliance with OTSO policies and procedures, terms and conditions and/or federal and state regulations by requesting the cost(s) be removed from the online expenditure report. A written response to all denials must be provided to OTSO within 30 days after the date transmitted to the sub-recipient or the sub-recipient relinquishes all rights to the denied cost(s).

35.) **Monitoring**
Programmatic and fiscal monitoring of grants shall be conducted in accordance with U.S. DOT/NHTSA and OTSO guidelines. Programmatic and fiscal monitoring may include representatives from the federal and/or state government.

36.) **Sub-recipient on Notice**
Sub-recipients that fail to meet performance standards and/or grant requirements may be placed in Sub-Recipient on Notice status. This designation will last until an agency satisfies agreed upon requirements.

Criteria for being placed in Sub-Recipient on Notice status:

a) A pattern of untimely submissions of required expenditure reports (including required supporting documentation).

b) Sub-recipient fails to perform activities according to the approved plan.

c) A pattern of utilizing funds for unapproved activities, or has attempted to as identified in the review of expenditure reports and supporting documentation.
37.) Final Report and Final Expenditure Report
A final comprehensive annual report and a properly documented final expenditure report are due to the OTSO November 1st.

The final expenditure report will not be reviewed until the annual report has been submitted.

- If either the final expenditure report or the annual report are not submitted by November 1st, a 10 percent penalty may be deducted from the final expenditure report.
- If either the final expenditure report or the annual report are not submitted by November 15th, the final expenditure report will not be reimbursed.

The previous year's final expense report and/or annual report will be completed during the current federal fiscal year with a reasonable amount of hours.

38.) Records Retention
All records relating to project activity and/or expenditures must be maintained for review by representatives of the federal or state government for at least three years following the final reimbursement payment.

39.) Management Letter/Audit Report Submission
As a pass-through agency for federal funding, OTSO is required by the Office of Management and Budget (OMB) SubPart F of the Uniform Guidance to ensure you have met the audit requirements of the circular.


You are required to retain a copy of your most recent Audit Report, Management Letter and/or Single Audit Report and provide to ODPS/OTSO upon request.

40.) Termination of Agreement
Either OTSO or the sub-recipient may terminate this Agreement for any reason by giving the other party 30 days written notice. If the Agreement is cancelled under this provision, OTSO shall reimburse the sub-recipient for approved work completed and documented to that date. Upon termination all data results, reports and other materials developed by the sub-recipient will become the property of OTSO. All of the equipment, materials and/or supplies provided to the sub-recipient for use under this agreement must be returned to OTSO upon request within 30 days of said written notice. Should any change in federal funding adversely affect OTSO's ability to complete the fiscal year's activities, OTSO has the right to revise or terminate the agreement in writing.

41.) End of Grant
If a subsequent grant is not awarded after the end of the grant period, all data results, reports, equipment, supplies and other materials developed by the sub-recipient must be returned to OTSO upon request within 30 days.
Special Conditions

In addition to Terms and Conditions #1 – 41, the following Special Conditions apply to Impaired Driving Enforcement Program (IDEP)/Selective Traffic Enforcement Program (STEP), OVI Task Forces (OVITF), Safe Communities (SC) and General (GG) grant awards:

Impaired Driving Enforcement Program/Selective Traffic Enforcement Program

42.) **Enforcing Seat Belt Laws**

The agency will enforce all seat belt and child restraint laws on all traffic stops made under this grant.

43.) **Training Certification**

The sub-recipient must assure all enforcement personnel involved in approved overtime enforcement-related activities are certified in the following type(s) of training, as appropriate:

- Alcohol-related traffic enforcement – (Arresting officer only): Standardized Field Sobriety Testing (SFST)
- Drugged Driving traffic enforcement - Advanced Roadside Impaired Driving Enforcement (ARIDE)
- Speed management-related traffic enforcement – Electronic Speed Measuring Device Training (ESMD)

44.) **Mandatory Blitzes**

Funding for all OTSO identified blitzes must be used for overtime traffic enforcement, saturation patrols and OVI checkpoints only. Directing traffic, conducting parking detail at events, crash investigations, criminal investigations (i.e., drug investigation/enforcement, assaults, thefts, etc.), any non-traffic safety related activities, or any activities not identified in scope of work or work plan are not reimbursable activities.

45.) **National Enforcement Campaigns**

All agencies utilizing overtime enforcement funds from OTSO are required to participate in the “Click It or Ticket” (CIOT) mobilization and both “Drive Sober or Get Pulled Over” (DSOGPO) alcohol crackdowns.

Scheduled dates for the national enforcement campaigns are:

- **Winter Holiday DSOGPO**: December 17, 2021 – January 1, 2022
- **CIOT**: May 23 – June 5, 2022
- **DSOGPO**: August 19 – September 5, 2022

46.) **Press Releases**

In addition to the grant award press release, STEP and IDEP sub-recipients must attempt to publicize its local efforts during each blitz and national enforcement campaign prior to the enforcement activity and again with the results of the enforcement effort. OTSO will provide media toolkits for the blitzes and enforcement campaigns to assist with these efforts.

47.) **Enforcement Hours Eligibility**

Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status work week as defined in the sub-recipient’s current labor agreement or departmental policy. Part-time permanent staff members are eligible for funding, with prior approval by OTSO. Only one officer per patrol car will be funded...
as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

48.) **Transportation Costs**
OTSO will reimburse a maximum of five percent of direct labor costs (Blitz and Non-Blitz hours only) for the agency to put towards fuel/transportation costs. Do not include education costs in the labor costs. Mileage logs, receipts, etc. are not required to be submitted with reimbursement claims, but must be maintained by the agency for auditing purposes.

49.) **Education Efforts**
OTSO will reimburse for hours/costs spent towards education efforts for IDEP/STEP grants. These efforts can be used towards educating students, the general public at events, or officers and must be consistent with traffic safety problem identification (no interview techniques or other courses not related to traffic safety). Education efforts must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring any costs. See page 31 for maximum amounts based on jurisdiction size.

**OVI Task Forces**

50.) **Enforcing Seat Belt Laws**
The agency will enforce all seat belt and child restraint laws on all traffic stops made under this grant.

51.) **Site Selection**
Justification for sites selected for enforcement activities must be documented and maintained as a part of the sub-recipient’s file for this agreement.

52.) **Training Certification**
The sub-recipient must assure all enforcement personnel involved in approved overtime enforcement-related activities are certified in the following type(s) of training, as appropriate:

Alcohol-related traffic enforcement – (Arresting officer only): Standardized Field Sobriety Testing (SFST)
Drugged Driving traffic enforcement - Advanced Roadside Impaired Driving Enforcement (ARIDE)

53.) **National Enforcement Campaigns**
All agencies utilizing overtime enforcement funds from OTSO are required to participate in both “Drive Sober or Get Pulled Over” (DSOGPO) alcohol crackdowns.

Scheduled dates for the national enforcement campaigns are:

- **Winter Holiday DSOGPO:** December 17, 2021 – January 1, 2022
- **DSOGPO:** August 19 – September 5, 2022

54.) **Press Releases**
In addition to the grant award press release, OVI Task Forces are required to conduct three press conference events (one in coordination with the Drive Sober or Get Pulled Over alcohol crackdown), promote the task force through press releases and publicize
checkpoints as required by law. OTSO will provide media toolkits for the blitzes and enforcement campaigns to assist with these efforts.

55.) Enforcement Hours Eligibility
Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status workweek as defined in the sub-recipient's current labor agreement or departmental policy. Part-time permanent staff members are eligible for funding, with prior approval by OTSO. Only one officer per patrol car will be funded as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

56.) Transportation Costs
OTSO will reimburse a maximum of five percent of direct labor costs (saturation patrol and checkpoint hours for both the lead and participating agencies) for the agency to put towards fuel/transportation costs. Do not include coordination or education costs in the labor costs. Mileage logs, receipts, etc. are not required to be submitted with reimbursement claims, but must be maintained by the agency for auditing purposes.

57.) Education Efforts
OTSO will reimburse for hours/costs spent towards education efforts for OVITF grants. These efforts can be used towards educating students, the general public at events, or officers and must be consistent with traffic safety problem identification (no interview techniques or other courses not related to traffic safety). Education efforts must be submitted to and approved by OTSO on a Request to Purchase form prior to incurring any costs. A total of five percent of direct labor costs (do not include coordination costs) will be allowed towards education efforts.

58.) Participating Law Enforcement Agencies
Participating law enforcement agencies performing activity under this grant must be paid for activity performed before reimbursement will be paid to the lead agency.

59.) Documentation for Overtime Activity with Participating Agencies
Documentation (check numbers, EFT, or DD) that the lead agency paid participating agencies working under the grant must be provided. Additional documentation may be requested.

60.) Personnel Activity Reports
Personnel Activity Reports are required for all coordination hours on this federal grant program. These reports, at a minimum, must document date worked, detailed explanation of activity performed and the number of hours per day to be charged to this agreement. Individuals working on more than one grant, must also include start and end times in the description. This document must be signed and dated by the individual and their immediate supervisor. It must be included as a part of the expenditure report documentation.
Safe Communities

61.) Coalition Meetings
Safe Communities programs must conduct a minimum of four coalition meetings during the grant period. Copies of signature rosters and the coalition meeting agenda must be kept on file and made available upon request. Notice of meetings must be sent to the assigned planner and LEL.

62.) Kick-Off Events
Each Safe Communities program is required to conduct a “Click It or Ticket” and a “Drive Sober or Get Pulled Over” kick-off event. Each Safe Communities must conduct their own event in their own county. The CIOT event must be no earlier than May 16, 2022 and no later than May 27, 2022. The DSOGPO event must be no earlier than August 12, 2022 and no later than August 26, 2022. These events must include participation, at a minimum, by your coalition members, local law enforcement, community leaders, and the media. Each Safe Communities must complete and submit a Kick-off Event Form by the required deadline. Each form will be reviewed for content. Additional participation in an adjacent county’s event will be considered on a case by case basis.

63.) Fatal Crash Data Review Committee
A Fatal Data Review Committee will meet in any quarter that a fatality has been reported in the county to review fatal crash reports to identify patterns or trends that could increase impact of traffic safety countermeasures. Copies of signature rosters and the coalition meeting agenda must be kept on file and made available upon request. Notice of meetings must be sent to the assigned planner and LEL.

64.) Reporting of Fatality Information
In order for communities to be kept informed on fatal crashes occurring in their areas, each Safe Communities program is required to report to their local media, at least quarterly, on the fatal crashes occurring in the communities using data from the OTSO Statistics Portal (https://ohiohighwaysafetyoffice.ohio.gov/otso-dashboard.aspx). Notification shall be sent to the media no later than the 15th of the month following the ending quarter. For example: Fatalities occurring in October, November and December must be reported by January 15th. Media can include: television, radio, newspapers, etc. Copies of these releases must be kept in file and will be subject to review by OTSO.

65.) Personnel Activity Reports
Personnel Activity Reports are required for all individuals working on this federal grant program. These reports, at a minimum, must document date worked, detailed explanation of activity performed and the number of hours per day to be charged to this agreement. Individuals working on more than one grant, must also include start and end times in the description. This document must be signed and dated by the individual and their immediate supervisor. It must be included as a part of the expenditure report documentation.
General Grants

66.) Personnel Activity Reports

Personnel Activity Reports are required for all individuals working on this federal grant program. These reports, at a minimum, must document date worked, detailed explanation of activity performed and the number of hours per day to be charged to this agreement. Individuals working on more than one grant, must also include start and end times in the description. This document must be signed and dated by the individual and their immediate supervisor. It must be included as a part of the expenditure report documentation.
GRANT INFORMATION

Grant Number: OVI-2022-Dayton Police Dept.-00006
Grant Title: OVI Task Force Proposal 2022
Grant Term: 10/01/2021 - 09/30/2022

ORGANIZATION CONTACTS

Authorized Official
Name: Shelley Dickstein
Title: City Manager
Phone: (937) 333-1099
Email: shelley.dickstein@daytonohio.gov

Project Director
Name: Michelle Moser
Title: OVI Coordinator
Phone: (937) 604-9339
Email: moser.michele16@gmail.com

Fiscal Officer
Name: Sheelah Moyer
Title: Grants and Budget Coordinator
Phone: (937) 333-1045
Email: sheelah.moyer@daytonohio.gov

GRANT SERVICE AREA INFORMATION

Area Type: Urban
County or Counties served: Montgomery
Senate Legislative District(s) served: District 5
District 6
House Legislative District(s) served: District 39
District 40
District 42
District 43
US Congressional District(s) served: District 10

09/16/2021
### FSRs Funding Information

| No | In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? |

### Terms and Conditions

- **✓** By checking this box, our agency acknowledges that it has reviewed and agrees to abide by the Terms and Conditions.

### Problem Identification

- **✓** By checking this box, our agency acknowledges that it has accessed and reviewed the OTSO Statistics Portal to help with problem identification. This information must be used in preparing this grant proposal and in the workplan activities to achieve the goals of the proposal.

### Proposal Guideline Presentation

- **✓** By checking this box, our agency acknowledges that it has accessed and reviewed the Proposal Guideline Presentation prior to applying for this grant.

### Countermeasures That Work

- **✓** By checking this box, our agency acknowledges that it has accessed and reviewed the Countermeasures That Work. All activities proposed must address problem ID as shown in the county profile and be data driven and evidence-based. This guide must be used in preparing this grant proposal and in the work plan activities to achieve the goals of the proposal.

### Diversity / Inclusion Training

- **✓** By checking this box, our agency verifies that all personnel that will work on this grant have completed any sub-recipient agency required diversity/inclusion training.

### Sub-Recipient Staff Access

- **✓** By checking this box, our agency verifies that all sub-recipient agency staff that will need access to this grant (grant, revisions, pre-claim, expenditure reports, annual reports) have been set up with GRANTS Plus accounts and added to the proposal. See Instructions.

### Authorization

- **✓** By checking this box, the agency verifies that the Authorized Official (named on the General Information page) has approved the submission of this proposal.
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**GOAL TITLE**
Alcohol-Related Fatal Crash Goal

**GOAL DESCRIPTION**
Reduce the number of alcohol-related fatal crashes to no more than 12

**BASELINE**
Last year, there were 22 alcohol-related fatal crashes.

**SCOPE**
Through problem identification of traffic crash data, conduct checkpoints and saturation patrols in locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.

**EVALUATION**
Conduct monthly reviews comparing stats from the previous year.
<table>
<thead>
<tr>
<th><strong>GOAL TITLE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Checkpoint Goal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>GOAL DESCRIPTION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct 16 checkpoints (see the grant solicitation package for the minimum required number of checkpoints - number of checkpoints in goal must equal number of checkpoints submitted in the work plan.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>BASELINE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Last year, 16 checkpoints were conducted.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>SCOPE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Through problem identification of traffic crash data, conduct checkpoints locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>EVALUATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of checkpoints conducted.</td>
</tr>
</tbody>
</table>
### OCTOBER

<table>
<thead>
<tr>
<th>Event Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Media Events</td>
<td>1</td>
</tr>
<tr>
<td>Press Releases</td>
<td>4</td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td></td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>Yes</td>
</tr>
<tr>
<td># of Low Manpower Checkpoints</td>
<td></td>
</tr>
<tr>
<td>Low Manpower Hours</td>
<td>100</td>
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</table>

### NOVEMBER

<table>
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<tr>
<th>Event Type</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Media Events</td>
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<tr>
<td>Press Releases</td>
<td>3</td>
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<tr>
<td>Task Force Meeting</td>
<td></td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>Yes</td>
</tr>
<tr>
<td># of Low Manpower Checkpoints</td>
<td></td>
</tr>
<tr>
<td>Low Manpower Hours</td>
<td>58</td>
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### DECEMBER

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<tr>
<td>Press Releases</td>
<td>3</td>
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<tr>
<td>Task Force Meeting</td>
<td></td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>Yes</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
<td></td>
</tr>
<tr>
<td>Low Manpower Hours</td>
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### JANUARY

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<td># of Low Manpower Checkpoints</td>
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<tr>
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### FEBRUARY

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<td>Press Releases</td>
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<td>Task Force Meeting</td>
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</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>Yes</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
<td></td>
</tr>
<tr>
<td>Low Manpower Hours</td>
<td>58</td>
</tr>
</tbody>
</table>
### MARCH

<table>
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</thead>
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<td>Media Events</td>
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<tr>
<td>Press Releases</td>
<td>4</td>
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<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
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<tr>
<td>Saturation Patrol Hours</td>
<td>210</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
<td>2</td>
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<tr>
<td>Low Manpower Hours</td>
<td>112</td>
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### APRIL

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<td>Press Releases</td>
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### MAY

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<td>Press Releases</td>
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<tr>
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### JUNE

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<td>Press Releases</td>
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<tr>
<td>Task Force Meeting</td>
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<tr>
<td>Saturation Patrol Hours</td>
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<td># of Low Manpower Checkpoints</td>
<td>2</td>
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<tr>
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### JULY

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<tbody>
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<td>Press Releases</td>
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<td>Task Force Meeting</td>
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<td>170</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
<td>1</td>
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<tr>
<td>Low Manpower Hours</td>
<td>58</td>
</tr>
</tbody>
</table>
### AUGUST

<table>
<thead>
<tr>
<th>Event</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Media Events</td>
<td>1</td>
</tr>
<tr>
<td>Press Releases</td>
<td>4</td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>190</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
<td>2</td>
</tr>
<tr>
<td>Low Manpower Hours</td>
<td>100</td>
</tr>
</tbody>
</table>

### SEPTEMBER

<table>
<thead>
<tr>
<th>Event</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Media Events</td>
<td>0</td>
</tr>
<tr>
<td>Press Releases</td>
<td>3</td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>155</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
<td>0</td>
</tr>
<tr>
<td>Low Manpower Hours</td>
<td>0</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Summary</th>
<th>Value</th>
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<tbody>
<tr>
<td>Number of Checkpoints</td>
<td>16</td>
</tr>
<tr>
<td>Number of Checkpoint Hours</td>
<td>868</td>
</tr>
<tr>
<td>Number of Saturation Patrol Hours</td>
<td>2249</td>
</tr>
<tr>
<td>Number of Media Events</td>
<td>6</td>
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</table>

**REGIONAL MEETINGS**

[ ] By checking this box, our agency agrees to attend all scheduled regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.
<table>
<thead>
<tr>
<th></th>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Lead Agency Labor</strong></td>
<td>1164</td>
<td>$53.2500</td>
<td>$61,983.00</td>
</tr>
<tr>
<td><strong>Participating Agencies (Contractual)</strong></td>
<td>1953</td>
<td>$49.5400</td>
<td>$96,751.62</td>
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<tr>
<td><strong>Lead Agency Coordination Hours</strong></td>
<td>0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Contractual Coordination Hours</strong></td>
<td>520</td>
<td>$30.0000</td>
<td>$15,600.00</td>
</tr>
<tr>
<td><strong>Lead Agency Fringe</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retirement</td>
<td>19.5000%</td>
<td>1.45%</td>
<td>20.95%</td>
</tr>
<tr>
<td>Medicare</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Participating Agency (Contractual) Fringe</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retirement</td>
<td>18.9800%</td>
<td>1.45%</td>
<td>20.43%</td>
</tr>
</tbody>
</table>

09/16/2021
### OV2-2022-Dayton Police Dept.-00006
Dayton Police Dept.
Budget Worksheet - Line Items

<table>
<thead>
<tr>
<th><strong>Lead Agency Education</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Requested</td>
<td>$1,859.49</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Participating Agency Education</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Requested</td>
<td>$2,902.55</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Lead Agency Transportation Costs</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Requested</td>
<td>$3,099.15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Participating Agency Transportation Costs</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Requested</td>
<td>$4,837.58</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Budget Category</strong></th>
<th><strong>Short Description of Budget Item</strong></th>
<th><strong>Quantity</strong></th>
<th><strong>Amount</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expense</td>
<td>Travel to approved safety conference</td>
<td>2</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Supplies/Materials/Others Direct Costs</td>
<td>Supplies and materials to help with OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
<td>$1,514.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>Purchase of equipment to aid in OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>

**Total:** 10  $5,214.00
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Agency Labor</td>
<td>$61,983.00</td>
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<tr>
<td>Contractual Labor</td>
<td>$96,751.62</td>
</tr>
<tr>
<td>Lead Agency Coordination</td>
<td>$0</td>
</tr>
<tr>
<td>Contractual Coordination</td>
<td>$15,600.00</td>
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<tr>
<td>Lead Agency Fringe Benefit</td>
<td>$12,985.44</td>
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<tr>
<td>Contractual Fringe Benefit</td>
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<tr>
<td>Lead Agency Education</td>
<td>$1,859.49</td>
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<tr>
<td>Contractual Education</td>
<td>$2,902.55</td>
</tr>
<tr>
<td>Lead Agency Transportation Costs</td>
<td>$3,099.15</td>
</tr>
<tr>
<td>Contractual Transportation Costs</td>
<td>$4,837.58</td>
</tr>
<tr>
<td>Additional Contractual Equipment</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Supplies/Materials/Other Direct Costs</td>
<td>$1,514.00</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Totals:</td>
<td>$224,999.19</td>
</tr>
</tbody>
</table>
September 1, 2021

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: OVI Coordinator Michelle Moser

Re: FFY 2022 Grant # OVI-2022-Dayton Police Dept.-00006

Dear Ms. Dickstein:

The Federal Fiscal Year (FFY) 2022 grant proposal referenced above is approved for $224,999.19. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. **Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.**

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is **October 1, 2021**. The "Agreement Termination Date" is **September 30, 2022**. The only costs eligible for reimbursement under this agreement are **approved costs incurred within these dates**.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3170 or kdwilliams@dps.ohio.gov.

**Note:** All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2021.

<table>
<thead>
<tr>
<th>Catalog of Federal Domestic Assistance (CFDA)</th>
<th>Description</th>
<th>Amount</th>
<th>FAIN Number</th>
</tr>
</thead>
<tbody>
<tr>
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<td>National Priority Safety Programs</td>
<td>$224,999.19</td>
<td>69A37521300000405DOHL</td>
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</table>

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2022. Should any change in federal funding adversely affect the Ohio Traffic Safety Office’s (OTS O) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Felice Moretti

Felice Moretti, Director
Ohio Traffic Safety Office
Special Conditions

In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Ohio Traffic Safety Office (OTSO) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of events/activities in the FFY2022 grant year. If the sub-recipient is unable to complete the approved work plans (e.g., events, enforcement hours, meetings, etc.) in any manner on this grant, the sub-recipient must contact the assigned planner immediately and discuss potential revision(s) to the FFY2022 grant. All Federal and State regulations will apply.