# CITY COMMISSION MEETING AGENDA

**CITY COMMISSION** **DAYTON, OHIO** **OCTOBER 7, 2020**

**6:00 P.M.**

## I. AGENDA SCHEDULE

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

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

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## II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

### A. Purchase Orders, Agreements and Contracts:

**(All contracts are valid until delivery is complete or through December 31st of the current year).**

1. **Purchase Orders:**

**<u>FIRE</u>**

**A1. AirBoss Defense Group LLC** (three individual transport isolation systems (ISO-POD) and accessories) **$15,861.85**

**A2. Finley Fire Equipment Company, Inc.** (self-contained breathing apparatus (SCBA) and related items as needed through 12-31-22) **24,600.00**

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

**A3. Fire Service, Inc.** (fire hoses and related items as needed through 12-31-20) **$32,000.00**

**A4. Municipal Emergency Services, Inc. dba Warren Fire Equipment** (respiratory protection equipment and parts) **184,080.00**

**PUBLIC WORKS**

**B1. Glickler Funeral Home** (indigent burial services as needed through 12-31-20) **35,000.00**

**B2. Ohio Valley Painting Company, Inc.** (painting supplies and services through 03-31-21) **45,000.00**

**WATER**

**C1. DLT Solutions LLC** (software licensure, maintenance and support) **19,647.50**

**C2. A-C Equipment Services Corp.** (Lime kiln maintenance and repair services as needed through 12-31-20) **40,000.00**

-Depts. of Fire, Public Works and Water. **Total: $396,189.35**

2. **O. R. Colan Associates LLC – Service Agreement –** for consulting services for Siebenthaler and Philadelphia Signal Upgrade Project – Dept. of Public Works/Civil Engineering. **$14,105.00**
**(Thru 12/31/26)**

3. **Hazen & Sawyer – Contract Modification –** first amendment for professional engineering services – Dept. of Water/Water Reclamation.
**$153,000.00**
**(Thru 10/31/21)**

4. **Miami Valley Fair Housing Center – Service Agreement –** for Fair Housing Education and Outreach Services – The Human Relations Council.
**$15,000.00**
**(Thru 09/30/21)**

5. **Trisha Werts – Service Agreement –** to provide professional support services for the Dayton Mediation Center – Dept. of Planning & Community Development. **$105,000.00**
**(Thru 11/30/23)**

**B. Construction Contracts:**

6. **CHWR Inc., dba CHW Mechanical Services. – Award of Contract –** for Safety Building Chiller Replacement Re-Bid (10% SBE Participation Goal/12.13% SBE Participation Achieved) – Dept. of Public Works/Property Management. **$420,750.00**
**(Thru 12/31/22)**

7. **J. L. Kuck General Contractors, Inc. – Award of Contract –** for Dayton International Airport Snow Removal Equipment (SRE) Storage Facility Retrofit (#DAY-2019026) 25.13% DBE Participation, 23% DBE Goal – Dept. of Aviation/AP Admin. & Finance. **$3,557,738.00**
**(Thru 04/30/22)**

**C. Revenue to the City:**

8. **Cargill, Inc., Tate & Lyle Ingredients Americas, LLC – Other –** third amendment for Hydrogen Sulfide Control Study and Reimbursement Agreement – Dept. of Water/Water Reclamation. **$290,341.60**
**(Thru 10/31/21)**

9. **Great Lakes Construction – Contract Modification –** first amendment to service agreement for off-duty police officer services – Dept. of Police.
**$59,932.60**
**(Est. Rev.)**

10. **Miami Valley Hospital – Other –** for Special Use Permit to install conduit in the parking lot at 122 Wyoming Street – Dept. of Public Works/Civil Engineering. **$200.00**
**(Paid to the City)**

11. **Stony Hollow Landfill, Inc. – Other –** for Special Use Permit to install sewer line along Guthrie Road – Dept. of Public Works/Civil Engineering.
**$350.00**
**(Paid to the City)**

**E. Other – Contributions, Etc.:**

12. **Joint Office of Citizen Complaints, Inc. – Other –** for contribution agreement – Dept. of Planning & Community Development. **$50,000.00**
**(Thru 12/31/20)**

13. **National Association of Clean Water Agencies (NACWA) – Other –** for annual membership dues – Dept. of Water. **$18,385.00**
**(Thru 09/30/21)**

14. **Rebuilding Together Dayton – Other –** for Community Development Block Grant Subrecipient Agreement – Rebuilding Together Dayton – Dept. of Planning & Community Development/Community Dev. **$200,000.00**
**(Thru 12/31/21)**

## IV. LEGISLATION:

**Emergency Ordinance – First and Second Reading:**

15. **No. 31845-20** Levying Special Assessments for the Implementation of the Plan for Services Adopted by the Downtown Dayton Special Improvement District, Inc., and Approved by the Commission, and Declaring an Emergency.

**Emergency Resolutions – First and Second Reading:**

16. **No. 6536-20** Authorizing the Acceptance of a Grant Award for a Fair Housing Assistance Program from the United States Department of Housing and Urban Development in the Amount of Eighty-One Thousand Dollars and Zero Cents ($81,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

17. **No. 6537-20** 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 2026, and Declaring an Emergency.

18. **No. 6538-20** 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 Seventy-Five Dollars and Twenty-Two Cents ($76,275.22) on Behalf of the City of Dayton, and Declaring an Emergency.

19. **No. 6539-20** Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety, Not to Exceed Ten Thousand Three Hundred Four Dollars and Ninety-Four Cents ($10,304.94) on Behalf of the City of Dayton, and Declaring an Emergency.

20. **No. 6540-20** 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-Seven Dollars and Twenty-Six Cents ($224,997.26) on Behalf of the City of Dayton, and Declaring an Emergency.

21. **No. 6541-20** Authorizing the City Manager to Enter into an Agreement for the City of Dayton to Become a Member of the Proposed Wright Patterson Regional Council of Governments, and Declaring an Emergency.

## VI. MISCELLANEOUS:

**ORDINANCE NO. 31846-20**

**RESOLUTION NO. 6542-20**

**IMPROVEMENT RESOLUTION NO. 3598-20**

**INFORMAL RESOLUTION NO. 980-20**

# City Manager's Report

**From** **2730 – PMB/Procurement**

**Date** October 7, 2020

**Expense Type** Purchase Order

**Total Amount** $396,189.35

**Supplier, Vendor, Company, Individual**

**Name** **See Below**

**Address** **See Below**

**2020 Purchase Orders**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| See below | See below | See below |

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

**Description**

FIRE

(A1) P0201128 – AIRBOSS DEFENSE GROUP LLC, LANDOVER, MD

- Three (3) individual transport isolation systems (ISO-POD) and accessories.
- These goods are required to decrease the risk of spreading coronavirus during the EMS transport of infected passengers.
- AirBoss Defense Group LLC is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Fire recommends approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|---|
| 2020 | CARES Public Safety | 28133-6330-1384-71-CRF32 | $15,861.85 |

**Signatures/Approval**

Melissa A. Wilson, CPPB
Division

Melissa A. Wilson, CPPB
Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 06/2016

FIRE (CONTINUED)

(A2) P0200005 – FINLEY FIRE EQUIPMENT COMPANY, INC., MCCONNELSVILLE, OH

- Self-contained breathing apparatus (SCBA) and related items as needed through 12/31/2020.
- These goods are required to maintain supply of SCBA cylinders that directly affects the Department of Fire's ability to maintain life safety operations.
- 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 $20,000.00 by $24,600.00 for a total not to exceed $44,600.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|---|
| 2020 | Supplies and Materials | 10000-6330-1301-71 | $24,600.00 |

(A3) P0200875 – FIRE SERVICE, INC., ST. JOHN, IN

- Fire hoses and related items as needed through 12/31/2020.
- These goods are required to replace fire hoses that have exceeded their useful lives.
- Rates are in accordance with the City of Dayton's existing price agreement IFB S17035 with pricing extended through 12/30/2020.
- This amendment increases the previously authorized amount of $15,000.00 by $32,000.00 for a total not to exceed $47,000.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|---|
| 2020 | Supplies and Materials | 10000-6340-1301-71 | $32,000.00 |

(A4) P0201131 – MUNICIPAL EMERGENCY SERVICES, INC. dba WARREN FIRE EQUIPMENT, WARREN, OH

- Respiratory protection equipment and parts.
- These goods are required to give fire crew members both air and eye protection to prevent the spread of COVID-19.
- Rates are in accordance with the Sourcewell Contract #040220-MES.
- One hundred percent (100%) of funding is ensuant from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Fire recommends approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|---|
| 2020 | CARES Public Safety | 28133-6330-1384-71-CRF26 | $184,080.00 |

BACK

PUBLIC WORKS – PROPERTY MANAGEMENT

(B1) P0200349 – GLICKLER FUNERAL HOME, DAYTON, OH

- Indigent burial services as needed through 12/31/2020.
- These services are required to provide burial services for indigents.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16003U with firm pricing through 12/31/2020.
- This amendment increases the previously authorized amount of $105,000.00 by $35,000.00 for a total not to exceed $140,000.00 and therefore requires City Commission approval.
- Glickler Funeral Home qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|---|
| 2020 | Other Professional Services | 10000-6480-1159-54 | $35,000.00 |

(B2) P0201132 – OHIO VALLEY PAINTING COMPANY, INC., DAYTON, OH

- Painting supplies and services.
- These goods and services are required to paint City public access areas with anti-viral / anti-microbial paint due to the Covid-19 pandemic.
- Twenty-nine (29) possible vendors were solicited and nine (9) bids were received. This order establishes a price agreement per IFB 20039S with pricing through 3/31/2021. This order establishes a total project cost not to exceed the dollar amount listed on the Purchase Order.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Departments of Police and Public Works recommend acceptance of the low bid meeting specifications.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|---|
| 2020 | CARES Facilities/Infrastructure | 28133-6480-1381-54-CRF02 | $45,000.00 |

BACK

WATER – WATER ENGINEERING

(C1) P0201134 – DLT SOLUTIONS LLC, HERNDON, VA

- Software licensure, maintenance and support.
- These goods and services are required to support the City's Computer Aided Drafting (CAD) system.
- DLT Solutions LLC is recommended as the manufacturer's sole authorized distributor; therefore, this purchase was negotiated.
- The Departments of Public Works and Water recommend approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|---|
| 2020 | Maintenance Agreements | 10000-6450-1166-54 | $9,823.75 |
| 2020 | Computer Maintenance | 53000-3420-1164-54 | $9,823.75 |

WATER – WATER SUPPLY AND TREATMENT

(C2) P0200266 – A-C EQUIPMENT SERVICES CORP, MILWAUKEE, WI

- Lime kiln maintenance and repair services as needed through 12/31/2020.
- These services are required to maintain operations at the lime kiln.
- A-C Equipment Services Corp. is recommended to ensure continuity and quality of these needed services; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $40,000.00 by $40,000.00 for a total not to exceed $80,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|---|
| 2020 | Consulting Services | 53000-3430-1151-54 | $40,000.00 |

The aforementioned departments recommend approval of this order.

BACK

# City Manager's Report

2.

**From** 6450 - PW/Civil Engineering

**Date** October 7, 2020

**Expense Type** Service Agreement

**Total Amount** $14,105.00 (thru 12/31/2026)

**Supplier, Vendor, Company, Individual**

**Name** O.R. Colan Associates LLC

**Address** 7005 Shannon Willow Road, Suite 100
Charlotte, NC 28226

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| MOT Siebenthaler/Phil Signal Upgrad | 41982-6450-1159-54 | $14,105.00 |

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

**Description**

**SIEBENTHALER AND PHILADELPHIA SIGNAL UPGRADE**
**AGREEMENT FOR CONSULTING SERVICES**

The Department of Public Works requests permission to enter into an agreement with O.R. Colan Associates, LLC. to perform the property acquisition services in connection with the Siebenthaler and Philadelphia Signal Upgrade project. The consultant will perform all necessary right-of-way acquisition services.

The property acquisition services are being funded by Ohio Department of Transportation Safety Funds.

The agreement commences upon execution by the City and shall terminate on December 31, 2026. The agreement has been approved by the Law Department as to form and correctness.

A Certificate of Funds is attached.

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 06/2016

# CERTIFICATE OF FUNDS

CT20-2645

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

X New Contract ____ Renewal Contract ____ Change Order

| | |
|---|---|
| Contract Start Date | Upon Execution |
| Expiration Date | 12/31/26 |
| Original Commission Approval | $ 14,105.00 |
| Initial Encumbrance | $ 14,105.00 |
| 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: $ 14,105.00 | Amount: |
| Fund Code 41982 - 6450 - 1159 - 54 - - (Fund Org Acct Prog Act Loc) | Fund Code - - - - - - (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code - - - - - - (Fund Org Acct Prog Act Loc) | Fund Code - - - - - - (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: O.R.Colan Associates, LLC

Vendor Address: 7005 Shannon Willow Rd., Suite 100 (Street) Charlotte (City) NC (State) 28226 (Zip code + 4)

Federal ID: 01-0780018

Commodity Code: 96164

Purpose: Professional Service Agreement for Property Acquisition Services for the MOT Siebenthaler/Phil Sig Upgrad Project

Contact Person: Joe Weinel Public Works/Civil Engineering (Department/Division) 9/18/2020 (Date)

Originating Department Director's Signature: [signature] 9-22-2020

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

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

[signature] 9/08/2020
Finance Director Signature Date

Tonika Williams 9/24/2020 CT20-2645
CF Prepared by Date CF/CT Number

SA 09/24/2020

CITY OF DAYTON

AGREEMENT NO. 35521

This Agreement No. 35521 entered into this _____ day of _____, 20___, by and between City of Dayton, acting by and through the City Manager, hereinafter referred to as the City, and O.R. Colan Associates, LLC, hereinafter referred to as the Consultant, with an office located at 8790 Governor's Hill Drive, Suite 101, Cincinnati, Ohio 45249.

W I T N E S S E T H:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

## CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for Right of Way Acquisition Services for widening in Montgomery County, Ohio, identified as MOT-Siebenthaler/Phil Sig Upgrad.

## CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

(a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

(b) Two (2) copies of the updated Project Schedule.

## CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Right of Way Acquisition Services for Title Researches, Appraisals, and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Five Thousand Nine Hundred Thirty Dollars ($5,930.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

| *Item* | *Unit* | *Per Each* |
|---|---|---|
| Project Management | | |
| Project Management for Title Researches, Appraisals | Parcel | $200.00 |
| Appraisals | | |
| Value Finding (RE 90) | Parcel | $1,750.00 |
| Value Analysis | Parcel | $840.00 |
| Title Researches | | |
| Abbreviated Title | Parcel | $350.00 |
| Full Title (42 year) | Parcel | $600.00 |

Part 2: Right of Way Acquisition Services for Negotiations, Closings, Relocation Assistance, and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Eight Thousand One Hundred Seventy-Five Dollars ($8,175.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

| *Item* | *Unit* | *Per Each* |
|---|---|---|
| Project Management | | |
| Project Management for Negotiations, Closings, Relocation Assistance | Parcel | $200.00 |
| Negotiation | | |
| Negotiation | Parcel | $1,750.00 |
| Closings | | |
| Mail Out | Parcel | $350.00 |
| Mortgage Release | per release | $375.00 |
| Miscellaneous | | |
| Copies and Recording Fees $0.00 Maximum | N/A | Actual Costs |

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Fourteen Thousand One Hundred Five Dollars ($14,105.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

## CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

(a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

(b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (http://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx).

(c) The attached Final Scope of Services Minutes dated February 26, 2020.

(d) The Invoice & Project Schedule.

(e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (http://obm.ohio.gov/TravelRule/default.aspx).

## CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the City Manager.

O.R. COLAN ASSOCIATES, LLC

By: _____

Title: Managing Director

CITY OF DAYTON

_____

Shelley Dickstein
City Manager

APPROVED AS TO FORM: ...AND CORRECTNESS.

By: _____

Title: City Attorney

By: Mr. Mims No. 31803-20

## AN ORDINANCE

Authorizing the City Manager to Accept a Grant Award From the Ohio Department of Transportation For An Amount of Two Hundred Ninety-Nine Thousand Five Hundred Dollars and Zero Cents ($299,500.00) in Federal Safety Funds and State Safety Funds.

**WHEREAS,** The State of Ohio Department of Transportation ("ODOT") has identified the need for a traffic signal replacement at the intersection of Siebenthaler Avenue and Philadelphia Drive in the City of Dayton; and,

**WHEREAS,** The City of Dayton intends to cooperate with the State of Ohio Director of Transportation in the planning, design, and construction of said improvement; now, therefore,

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

**Section 1.** That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept a grant from the Ohio Department of Transportation in an amount of Two Hundred Ninety-Nine Thousand Five Hundred Dollars and Zero Cents ($299,500.00).

**Section 2.** That the City shall cooperate with the Director of Transportation in the Project as follows:

A. The City will assume and bear all costs of the Project, less the amount of Federal-Aid set aside by the Director of Transportation for financing the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

B. In addition, the City also agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items requested by the City for the Project which are not necessary for the Project, as determined by the State and Federal Highway Administration.

**Section 3.** That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**Section 4.** That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**Section 5.** That the City Manager is hereby authorized on behalf of the City to enter into contracts with the Director of Transportation to complete the Project.

Passed by the Commission.....April 22....., 2020

Signed by the Mayor.....April 22....., 2020

Nan Whaley

Mayor of the City of Dayton, Ohio

Attest:

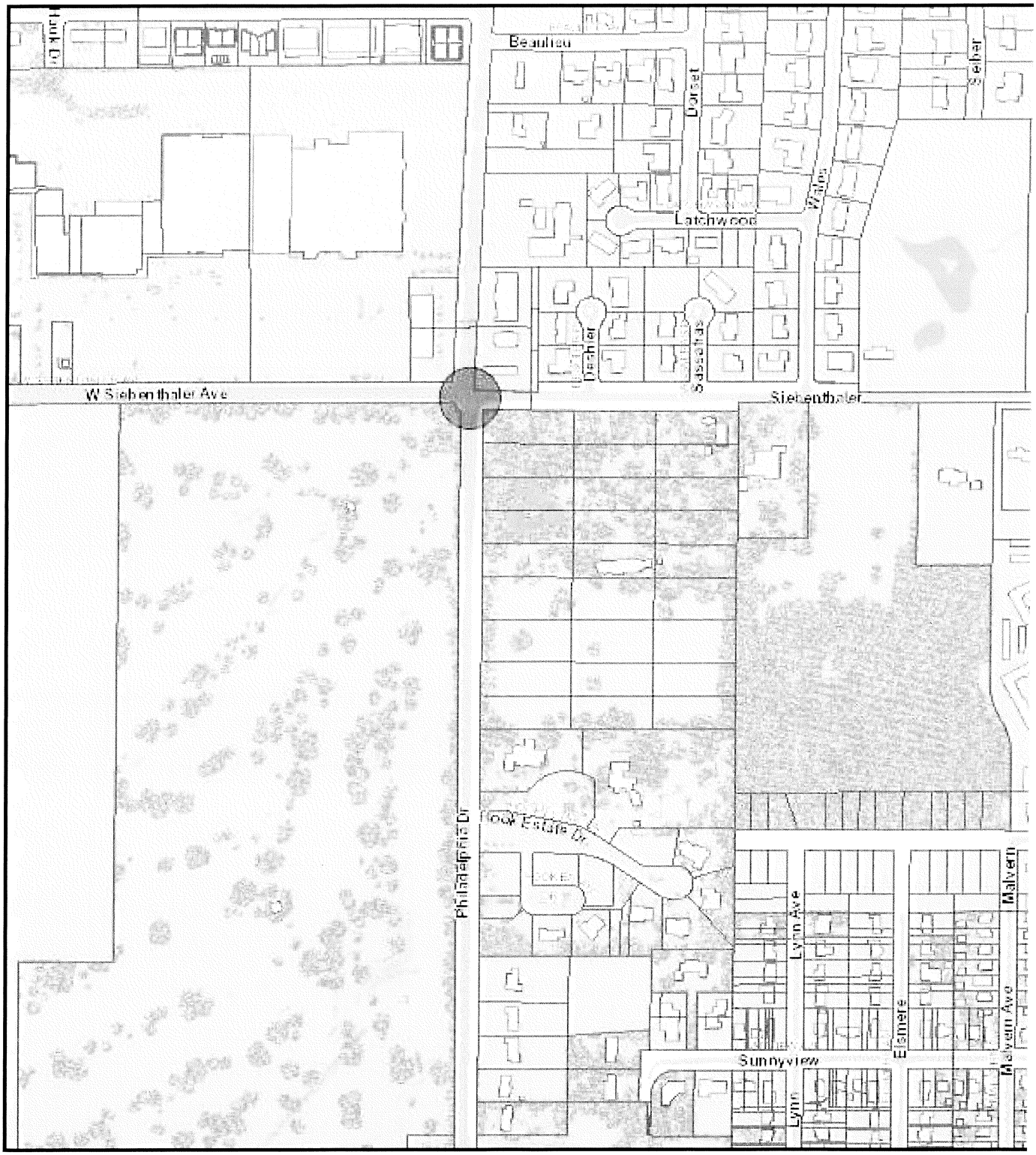
Rashella Lawrence

Clerk of the Commission

Approved as to form:

City Attorney

# Siebenthaler Ave and Philadelphia Dr Signal Rebuild




DAYTON
GEOGRAPHIC INFORMATION SYSTEM

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

1 inch = 100 ft

BACK

3.

# City Manager's Report

**From** **3460 - Water/Water Reclamation**

**Date** **October 7, 2020**

**Expense Type** **Contract Modification**

**Total Amount** **$ 153,000.00 (thru 10/31/2021)**

**Supplier, Vendor, Company, Individual**

**Name** **Hazen & Sawyer**

**Address** **7870 E. Kemper Road, Suite 300**
**Cincinnati, OH 45249**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| 2020 Sanitary Capital Funds | 55003-3460-1159-54-SF1107 | $153,000.00 |

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

**Description**

**AS-NEEDED PROFESSIONAL ENGINEERING SERVICES**
**FIRST AMENDMENT**

The Department of Water requests permission to enter into a First Amendment with Hazen and Sawyer in the amount of $153,000.00. This Amendment will cover additional services for the Hydrogen Sulfide Control Plan and other ancillary wastewater work. The Managed Sulfate Group consisting of the City of Dayton, Cargill, and Tate & Lyle have requested to extend the Hydrogen Sulfide Control Plan through October 31, 2021 due to Tate & Lyle not achieving optimization of their new Pretreatment Facility. Additional data is necessary for recommendations for permanent improvements. Each entity with the Managed Sulfate group utilizes their own engineering consultant for data evaluation.

The original Agreement was approved on November 13, 2019 in the amount of $118,000.00. Amendment No. 1 will increase the contract amount to $271,000.00.

The First Amendment is being funded using the 2020 Sanitary Capital Funds.

The First Amendment extends the term and it will now expire upon expenditure of all funds provided herein or on October 31, 2021.

The First Amendment 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**

Division
Michael Powell Digitally signed by Michael Powell Date: 2020.09.24 20:22:16 -04'00'

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 10/2019
*Digital Version Updated 04/2020*

# CERTIFICATE OF FUNDS

CT19-2372

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED CORO #1

_____ New Contract _____ Renewal Contract X Change Order

| | |
|---|---|
| Contract Start Date | 11/13/2019 |
| Expiration Date | 10/31/2021 |
| Original Commission Approval | $ 118,000.00 |
| Initial Encumbrance | $ 118,000.00 |
| Remaining Commission Approval | $ - |
| Original CT/CF | CT19-2372 |
| Increase Encumbrance | $153,000.00 |
| Decrease Encumbrance | |
| Remaining Commission Approval | $ - |

**Required Documentation**

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

Amount: $ 153,000.00 (Seq. 1)

Fund Code 55003 - 3460 - 1159 - 54 - SF1107 - ____
Fund Org Acct Prog Act Loc

Amount: _____

Fund Code ____ - ____ - ____ - ____ - ____ - ____
Fund Org Acct Prog Act Loc

Amount: _____

Fund Code ____ - ____ - ____ - ____ - ____ - ____
Fund Org Acct Prog Act Loc

Amount: _____

Fund Code ____ - ____ - ____ - ____ - ____ - ____
Fund Org Acct Prog Act Loc

**Attach additional pages for more FOAPALs**

Vendor Name: Hazen & Sawyer

Vendor Address: 7870 East Kemper Road, Suite 300 Cincinnati OH 45249
Street City State Zipcode + 4

Federal ID: 13-2904652

Commodity Code: 96895

Purpose: First Amendment to the Agreement for As Needed Services to provide consultation and recommedation for the Hydrogen Sulfide Control Plan at Water Reclamation

Contact Person: Lisa Burton-Yates

Water/Water Engineering
Department/Division

9/25/2020
Date

Originating Department Director's Signature: Michael Powell
Digitally signed by Michael Powell
Date: 2020.09.24 20:23:05 -04'00'

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

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

C. Lytton
Finance Director Signature

9/28/2020
Date

Tonika Williams
CF Prepared by

9/28/2020
Date

CT19-2372
CF/CT Number

CORO #1

9/25/2020

**FIRST AMENDMENT OF THE**
**AGREEMENT FOR ENGINEERING SERVICES**

This First Amendment is dated _____ day of _____, 2020, between the City of Dayton, Ohio ("City") and Hazen & Sawyer, 7870 E. Kemper Rd. Ste. 300, Cincinnati, Ohio, 45249 (hereinafter referred to as the "Consultant").

**WHEREAS,** On November 13, 2019, the Commission of the City of Dayton, Ohio, approved an Agreement for Engineering Services, CT19-2372, ("Agreement") between the City and Consultant: and,

**WHEREAS**, the City has been working with Cargill and Tate & Lyle and their consultants since January of 2018 on the Hydrogen Sulfide Control Plan in an effort to address deteriorating City infrastructure and for the protection of City workers and welfare of the public; and

**WHEREAS**, the consultant has been instrumental in negotiating terms of the Hydrogen Sulfide Control Plan; evaluating data obtained during the trials and providing guidance to City staff in its deliberation in determining "effective" trial results; and

**WHEREAS**, it is the request of the Managed Sulfate Group to extend the Hydrogen Sulfide Control Plan through October 31, 2021 thereby necessitating the continued use of Consultant for an additional amount of time and additional services; and

**WHEREAS**, the Consultant has the historical knowledge of both industrial facilities and their discharges and has the expertise in guiding the City with a solid conclusion and recommendation on the Hydrogen Sulfide Control Plan; and

**WHEREAS**, the City desires additional as needed consultant services in addition to the Hydrogen Sulfide Control Plan and the Consultant is willing to perform such services for additional compensation.

**NOW THEREFORE**, the parties hereby agree to the Agreement as follows:

1. Article 1, Term is hereby deleted in its entirety and replaced with the following:

**ARTICLE 1 – TERM**

The Agreement shall commence upon execution by the city and it shall expire upon expenditure of all funds provided herein or on October 31, 2021, 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, subsection J.

2. Article 2, Services To Be Performed By Consultant, is hereby deleted in its entirety and replaced with the following:

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall provide all professional services necessary to complete the Services described in Attachments A1 which is attached hereto and incorporated herein.

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

**ARTICLE 3 – COMPENSATION**

City shall pay Consultant a total amount not to exceed TWO HUNDRED SEVENTY-ONE THOUSAND DOLLARS AND ZERO CENTS ($271,000.00), as set forth in Attachments B1 which is attached hereto and incorporated herein.

**IN WITNESS WHEREOF**, the City and Consultant have caused this First Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

**CITY OF DAYTON, OHIO**

_____
City Manager

**HAZEN & SAWYER**

W. JAMES GELLHER

By: _____

Title: VICE PRESIDENT

**APPROVED AS TO FORM AND CORRECTNESS:**

9/2/2020

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

_____, 2020

Min./Bk. _____ Pg._____

_____
Clerk of the Commission

## ATTACHMENT A1
## SCOPE OF SERVICES

## AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Services: Consulting Services for the Hydrogen Sulfide Control Plan and other Miscellaneous Engineering Services

Consultant: Hazen & Sawyer

Services will consist of tasks related to professional support in three key areas. Tasks will be performed when directed by City and are anticipated to include the following:

**Task 1 – Hydrogen Sulfide Control Plan**

1. Serve as the City's Consultant in the Managed Sulfate Group meetings and representations to other consultants
2. Attendance at all Managed Sulfate Group Meetings with Cargill and Tate & Lyle and their consultants
3. Utilize a statistician in the evaluation of all data obtained during trials; compiling such data into graphs and reports
4. Evaluating all reports/positions made by Cargill and Tate & Lyle's consultants and provide guidance to City staff.
5. Make recommendations for trials in the Hydrogen Sulfide Control Plan

**Task 2 – Completion of the Extra Strength Surcharge Calculation Methodology**

1. Review latest COS (Cost of Service) by City rate consultant.
2. Update extra strength surcharge justification as required.
3. Support implementation of extra strength surcharge as required.

**Task 3 – Evaluation of Odor Control Measures at the Water Reclamation Facility**

1. Evaluate data collected by City staff and its vendor Evoqua on the proper dosages and courses of action in the feeding of Hydrogen Peroxide.
2. Attend meetings with Evoqua and City as required in developing and adjusting cost effective dosage applications.

**Task 4 – Hydrogen Sulfide Control Plan Final Report**

1. Prepare final report to document activities, evaluations, and data collection throughout assistance period.
2. Compile data and transfer to City network for archiving

**Task 5 – Final Clarifier Modifications Assistance**

1. Serve as lead for coordination with Evoqua and Ford Hall and contractor on modifications to final clarifiers to address skimmer arm / brush failures.
2. Perform independent inspection of clarifier mechanisms as part of evaluation.
3. Review suggested modifications proposed by Evoqua and Ford Hall to address failure mechanisms.

**ATTACHMENT B1**
**SCOPE OF SERVICES**

**AGREEMENT FOR PROFESSIONAL SERVICES**

City: City of Dayton, Ohio
Services: Consulting Services for the Hydrogen Sulfide Control Plan and other Miscellaneous Engineering Services

Consultant: Hazen and Sawyer

| TASK | DESCRIPTION | Original Contract | **Amendment No. 1 Budget** | Total Project Budget |
|---|---|---|---|---|
| 1 | Hydrogen Sulfide Control Plan | $78,000 | **$88,000** | $166,000 |
| 2 | Extra Strength Surcharge Calculation Methodology | $15,000 | **$0** | $15,000 |
| 3 | WRF Odor Control Data Evaluation | $15,000 | **$0** | $15,000 |
| 4 | Hydrogen Sulfide Control Plan Final Report | | **$25,000** | $25,000 |
| 5 | Final Clarifier Modifications Assistance | | **$35,000** | $35,000 |
| 6 | Contingency @ 10% | $10,000 | **$5,000** | $15,000 |
| | | | | |
| TOTAL | | $118,000 | **$153,000** | $271,000 |
| H&S Rate Multiplier | | 3.2 | | |

MEMORANDUM | DAYTON

**December 6, 2019**

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

**FROM:** Michael Powell, Director
Department of Water

**SUBJECT:** Request for Signature – As Needed Professional Engineering Services – CT19-2372 – Hazen & Sawyer

Attached please find four (4) copies of the Contract referenced above with applicable consultant signatures. Authorization for execution of this Contract was granted by the City Commission on November 13, 2019 by City Manager's Report #4. This Contract is ready for City of Dayton signatures.

Please return to Lisa Burton-Yates (x3729) in the Division of Water Engineering.

Enclosures (4)

# City Manager's Report

4.

**From** **3460 - Water/Water Reclamation**

**Date** **November 13, 2019**

**Expense Type** **Service Agreement**

**Total Amount** **$118,000.00 (thru 10/31/20)**

**Supplier, Vendor, Company, Individual**

**Name** **Hazen & Sawyer**

**Address** **7870 E. Kemper Road, Suite 300**
**Cincinnati, Ohio 45249**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| 2019 Sanitary Capital Funds | 55003-3460-1159-54-SF1107 | $118,000.00 |

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

**Description**

**AS-NEEDED PROFESSIONAL ENGINEERING SERVICES**

The Department of Water requests permission to enter into a Professional Services Agreement with Hazen and Sawyer in the amount of $118,000.00 to provide consultation services, leading to a solid conclusion and recommendation on the Hydrogen Sulfide Control Plan and utilizing them as an As-Needed Consultant.

Hazen and Sawyer was selected due to their impressive and extensive experience with Industrial Pre-treatment and direct discharges including engineering design, troubleshooting, startup and optimization for industrial users. They also have extensive experience with regulatory, high strength surcharge negotiations and rate justifications for municipal clients.

The Agreement is being funded using 2019 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 October 31, 2020.

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**

Division

Department

for City Manager

***Approved by City Commission***

Rachella Lauenden
Clerk

November 13, 2019
Date

FORM NO. MS-16

Updated 8/2016

## AGREEMENT FOR ENGINEERING SERVICES

This Agreement is dated 13th day of December, 2019, between the City of Dayton, Ohio ("City") and Hazen & Sawyer, 7870 E. Kemper Rd. Ste. 300, Cincinnati, Ohio, 45249 (hereinafter referred to as the "Consultant").

**WHEREAS**, the City has been working with Cargill and Tate & Lyle and their consultants since January of 2018 on the Hydrogen Sulfide Control Plan in an effort to address deteriorating City infrastructure and for the protection of City workers and welfare of the public; and

**WHEREAS**, the consultant has been instrumental in negotiating terms of the Hydrogen Sulfide Control Plan; evaluating data obtained during the trials and providing guidance to City staff in its deliberation in determining "effective" trial results; and

**WHEREAS**, due to Tate & Lyle installing "pretreatment facilities" it was prudent for City Commission to approve the 2nd Extension Agreement Amendment on July 19, 2019 that extends the Hydrogen Sulfide Control Plan through October 31, 2020; and

**WHEREAS**, the Consultant has the historical knowledge of both industrial facilities and their discharges and has the expertise in guiding the City with a solid conclusion and recommendation on the Hydrogen Sulfide Control Plan; and

**WHEREAS**, the City desires to continue utilizing the Consultant on an as-needed consulting services and Consultant is willing to perform such services for additional compensation.

**NOW THEREFORE**, the parties hereby agree to the Agreement as follows:

### ARTICLE 1 – TERM

The Agreement shall commence upon execution by the city and it shall expire upon expenditure of all funds provided herein or on October 31, 2020, 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, subsection J.

### ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services described in Attachments A which is attached hereto and incorporated herein.

### ARTICLE 3 – COMPENSATION

City shall pay Consultant a total amount not to exceed One Hundred Eighteen Thousand and No Cents ($118,000.00), as set forth in Attachments B which is attached hereto and incorporated herein.

### 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.

**ARTICLE 6. LIABILITY AND INDEMNIFICATION**
Consultant shall indemnify and hold harmless the City, its officials, officers, and employees, in both individual and official capacities, from and against losses, damages, and expenses, arising out of or resulting from this Agreement or negligent acts, errors or omissions or work performed under this Agreement. In the event of any such injury, including death, or loss or damage therefore, the Consultant shall give prompt notice thereof to the City. This provision is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 ORC to the fullest extent permitted.

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" "proprietary" 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: Hazen & Sawyer
7870 E. Kemper Rd. Ste. 300
Cincinnati, Ohio, 45249
Attention: Jamie Gellner, 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 subcontractors 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 have caused this Agreement to be executed, each by a duly authorized representative, on the date first set forth above.

**CITY OF DAYTON, OHIO**

for City Manager

**HAZEN & SAWYER**

W. JAMES GELLNER

By:

Title: VICE PRESIDENT

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

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

November 13, 2019

Min./Bk. I-14 Pg. 0019

Rashella Lawrenden

Clerk of the Commission

# CERTIFICATE OF FUNDS

CT19-2372

**SECTION I - to be completed by User Department**

**NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

| | |
|---|---|
| Contract Start Date | 11/13/2019 |
| Expiration Date | 10/31/2020 |
| Original Commission Approval | $ 118,000.00 |
| Initial Encumbrance | $ 118,000.00 |
| Remaining Commission Approval | $ - |

**Required Documentation**

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

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

| | |
|---|---|
| Amount: $ 118,000.00 | Amount: |
| Fund Code 55003 - 3460 - 1159 - 54 - SF1107 - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: Hazen & Sawyer

Vendor Address: 7870 East Kemper Road, Suite 300 (Street) Cincinnati (City) OH (State) 45249 (Zipcode + 4)

Federal ID: 13-2904652

Commodity Code: 96895

Purpose: As Needed Services to provide consultation and recommedation for the Hydrogen Sulfide Control Plan at Water Reclamation

Contact Person: Lisa Burton-Yates

Water/Water Engineering (Department/Division)

11/1/2019 (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 appropirated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature — Date: 11/5/19

Janice Williams — CF Prepared by — Date: 11/4/19 — CF/CT Number: CT19-2372

11/4/19

Finance Department

October 18, 2011

**ATTACHMENT A**
**SCOPE OF SERVICES**

**AGREEMENT FOR PROFESSIONAL SERVICES**

City: City of Dayton, Ohio
Services: Consulting Services for the Hydrogen Sulfide Control Plan and other Miscellaneous Engineering Services

Consultant: Hazen & Sawyer

Services will consist of tasks related to professional support in three key areas. Tasks will be performed when directed by City and are anticipated to include the following:

**Task 1 – Hydrogen Sulfide Control Plan**

1. Serve as the City's Consultant in the Managed Sulfate Group meetings and representations to other consultants
2. Attendance at all Managed Sulfate Group Meetings with Cargill and Tate & Lyle and their consultants
3. Utilize a statistician in the evaluation of all data obtained during trials; compiling such data into graphs and reports
4. Evaluating all reports/positions made by Cargill and Tate & Lyle's consultants and provide guidance to City staff.
5. Make recommendations for trials in the Hydrogen Sulfide Control Plan

**Task 2 – Completion of the Extra Strength Surcharge Calculation Methodology**

1. Review latest COS (Cost of Service) by City rate consultant.
2. Update extra strength surcharge justification as required.
3. Support implementation of extra strength surcharge as required.

**Task 3 – Evaluation of Odor Control Measures at the Water Reclamation Facility**

1. Evaluate data collected by City staff and its vendor Evoqua on the proper dosages and courses of action in the feeding of Hydrogen Peroxide.
2. Attend meetings with Evoqua and City as required in developing and adjusting cost effective dosage applications.

**ATTACHMENT B**
**SCOPE OF SERVICES**

**AGREEMENT FOR PROFESSIONAL SERVICES**

City: City of Dayton, Ohio
Services: Consulting Services for the Hydrogen Sulfide Control Plan and other Miscellaneous Engineering Services

Consultant: Hazen & Sawyer

| TASK | DESCRIPTION | TOTAL |
|---|---|---|
| 1 | Hydrogen Sulfide Control Plan | $78,000 |
| 2 | Extra Strength Surcharge Calculation Methodology | $15,000 |
| 3 | WRF Odor Control Data Evaluation | $15,000 |
| | Sub-Total | |
| 4 | Contingency @ 10% | $10,000 |
| | | |
| TOTAL | | $118,000 |
| H&S Rate Multiplier | | 3.2% |



BACK

# City Manager's Report

4.

**From** **1400 - Human Relations Council**

**Date** **October 7, 2020**

**Expense Type** **Service Agreement**

**Supplier, Vendor, Company, Individual**

**Total Amount** **$15,000.00 thru 9/30/2021**

**Name** **Miami Valley Fair Housing Center**

**Address** **505 Riverside Dr.**
**Dayton, OH 45405**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| HUD- Fair Housing Assistance Program | 23919-1400-1159-57 | $15,000.00 |

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

**Description**

**Service Agreement for Fair Housing Education and Outreach Services**

City Commission approval is requested for a Professional Service Agreement with the Miami Valley Fair Housing Center (MVFHC) in the amount of $15,000.00 to conduct fair housing education and outreach services. The Human Relations Council was awarded additional Fair Housing Assistance Partnership funds to implement a comprehensive fair housing strategy to address housing issues related to COVID-19 over a 12-month project throughout the City of Dayton. As part of this strategy, MVFHC shall develop and create content, plan, and host twelve webinars to educate residents on the fair housing law, their rights under the law, and obligations under the FHAA and the City of Dayton's substantially equivalent fair housing law.

This contract is effective upon execution and will expire on September 30, 2021.

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

The Certificate of Funds is attached for $15,000.00.

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

MEMORANDUM | DAYTON

September 24, 2020

**TO:** Shelley Dickstein, City Manager
City Manager's Office

**FROM:** Erica Fields, Executive Director
Human Relations Council

**RE:** Service Agreement for Fair Housing Education and Outreach Services

Please find attached a Professional Service Agreement with the Miami Valley Fair Housing Center (MVFHC) in the amount of $15,000 to conduct fair housing education and outreach services. The Human Relations Council was awarded additional Fair Housing Assistance Partnership funds to implement a comprehensive fair housing strategy to address housing issues related to COVID-19 over a 12-month project throughout the City of Dayton. As part of this strategy, MVFHC shall develop and create content, plan and host twelve webinars to educate residents on the fair housing law, their rights under the law, and obligations under the FHAA and the city of Dayton's substantially equivalent fair housing law.

The Law Department has reviewed and approved this agreement as to form and correctness. We request that this be placed on the October 7, 2020 Commission Calendar.

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

# CERTIFICATE OF FUNDS

CT20-2650

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

x New Contract _____ Renewal Contract _____ Change Order

| | |
|---|---|
| Contract Start Date | Upon Execution |
| Expiration Date | 09/30/21 |
| Commission Approval | $ 15,000.00 |
| Initial Encumbrance | $ 15,000.00 |
| Remaining Commission Approval | $ - |

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

**Required Documentation**

| | |
|---|---|
| x | Initial City Manager's Report |
| x | Initial Certificate of Funds |
| x | Initial Agreement/Contract |
| | Copy of City Manager's Report |
| | Copy of Original Certificate of Funds |

| Seq #1 | Seq #2 |
|---|---|
| Amount: $ 15,000.00 | Amount: |
| Fund Code 23919 - 1400 - 1159 - 57 - - (Fund Org Acct Prog Act Loc) | Fund Code - - - - - - (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc) | Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: Miami Valley Fair Housing Center, Inc.

Vendor Address: 505 Riverside Dr., Dayton, OH 45405
Street City State Zipcode + 4

Federal ID: 311384075

Commodity Code: 91838

Purpose: One year agreement to provide outreach and educational activities to the Dayton Community related to COVID-19 housing issues.

Contact Person: Erica Fields Human Relations Council (Department/Division) **9/21/2020** (Date)

Originating Department Director's Signature: [signature]

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

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

[signature] 9/29/2020
Finance Director Signature Date

[signature] 9/29/2020 CT20-2650
CF Prepared by Date CF/CT Number

**AGREEMENT FOR A COVID-19 COORDINATOR**
**FOR THE HUMAN RELATIONS COUNCIL**

**THIS AGREEMENT FOR COVID-19 EDUCATION AND OUTREACH FOR THE HUMAN RELATIONS COUNCIL** ("Agreement"), dated this ___ day of _____, 2020, is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and the Miami Valley Fair Housing Center ("Contractor" or "MVFHC").

**WITNESSETH THAT:**

**WHEREAS**, The United States Housing and Urban Development ("HUD"), and City of Dayton Human Relations Council ("HRC") administer a program to provide and ensure fair housing to the Dayton, Ohio community; and,

**WHEREAS**, the Contractor will provide education, outreach, counseling, and consulting services for ongoing support of the HRC; and,

**WHERAS**, the Contractor is responsible for notifying the community of fair housing opportunities; and,

**WHEREAS**, the Contractor provides other services as needed to ensure Fair Housing in the region and throughout the State of Ohio and,

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

## ARTICLE 1. PROGRAM GOALS

Increase access to fair housing programs and provide community outreach and education to Dayton's most vulnerable communities, and

Provide timely and accurate information to key stakeholders related to fair housing opportunities and filing discrimination complaints.

## ARTICLE 2. SCOPE OF SERVICES

Contractor shall provide all services as described in Exhibit A – Scope of Services ("Services"), attached hereto and incorporated herein, in a manner satisfactory to the City.

Contractor 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.

## ARTICLE 3. TERM OF CONTRACT

This Agreement shall commence the date of execution first set forth above and shall terminate on September 30, 2021, or at such time as all funds hereunder are expended, whichever date occurs first.

## ARTICLE 4. PAYMENT

### A. TOTAL REMUNERATION

The City shall pay an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000) to Contractor for the performance of the Services described herein. 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.

### B. INVOICE

Contractor shall submit invoices to the Executive Director of Human Relations Council, or her designee, for processing. The City will remit invoice payments approximately thirty (30) days after receipt. In the rare occasion that invoices have not been paid within thirty (30) days, the Contractor will notify the Executive Director of the Human Relations Council.

## ARTICLE 5. INDEPENDENT CONTRACTOR

By executing this Agreement, Contractor acknowledges and agrees that they 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 them 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 it, nor any of its 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 6. 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 7. SUBCONTRACTING

Contractor may not subcontract any of the services provided pursuant to 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 8. 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 9. RECORDS TO BE MAINTAINED BY CONTRACTOR

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 10. 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:

One Million Dollars and Zero Cents ($1,000,000.00) General Liability.

**C.** All policy/policies of insurance to be maintained by Contractor pursuant to subsection B shall provide that said insurance may not be cancelled or terminated without thirty (30) days prior written notice to the City and shall name the City and its elected officials, officers, and employees as additional insureds. 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 11. TERMINATION

The City may terminate this Agreement, upon giving written notice of termination to the Contract, 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, Contractor shall be paid for all work and services provided up to the date of termination specified within the notice, and the City shall have no other responsibility to Contractor.

## ARTICLE 12. PROJECT REPORTING

Contractor shall assist the City in fulfilling any and all project reporting requirements related to the funding the City received pursuant to the COVID-19 Grant Proposal, which is attached hereto and incorporated herein as Exhibit B, submitted by the Contractor and City and any other requirements related to the COVID-19 Grant Proposal ("Grant Proposal"). Further, Contractor shall be responsible for providing the deliverables contained in Exhibit A of this contract.

This Article shall survive termination or expiration of this Agreement.

## ARTICLE 13. OWNERSHIP OF WORK PRODUCT

All documents, deliverables, specifications, data, reports, or other work product prepared by the Contractor as part of the services performed under this Agreement will be considered a "work made for hire" and, upon payment by the City, shall become the sole and exclusive property of the City. However, the Contractor shall have the right to use the same for marketing purposes. For any other use, Contractor shall first obtain the written consent of the City. Notwithstanding the foregoing, the Contractor shall retain its rights in any standard documents, specifications, reports, databases and software, and other proprietary property.

## ARTICLE 14. 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, 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:
City of Dayton
Human Relations Council
ATTN: Erica Fields, Executive Director
371 W. 2nd Street, Ste. 100
Dayton, OH 45402
(937) 333-1407 Office
(937) 222-4589 Fax
Erica.fields@daytonohio.gov

Contractor:
Miami Valley Fair Housing Center
Jim McCarthy | Jim.McCarthy@mvfairhousing.com

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.

**G. 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 the Contractor from any obligation under this Agreement. Notwithstanding, nothing contained in this Subsection shall prevent the Contractor from employing or subcontracting with independent contractors, associates, and subcontractors to assist in the performance of the Services.

**H. Governing Law and Venue**

This Agreement shall be governed and construed under the laws of the State of Ohio. The Contractor irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution, performance, or interruption of this Agreement and Exhibit A.

**I. Federal Provisions**

This Agreement will be governed by 2 C.F.R. 200.317-200.326 and Appendix II in addition to 2 C.F.R. 200.303, 200.330-332 and 2 C.F.R. 200 Subpart F in accordance with CARES requirements ("Federal Provisions"). Contractor agrees that anything required by the Federal Provisions shall be and is considered a part of this Agreement and is incorporated as if written herein. Contractor shall comply with all Federal Provisions requirements.

**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**

**MIAMI VALLEY FAIR HOUSING CENTER**

9/17/2020

X

Jim McCarthy
President/CEO
Signed by: Jim McCarthy

City Manager

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

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

_____, 2020

Min./Bk. _____Pg. _____

Clerk of Commission

**EXHIBIT A**

**SCOPE OF SERVICES**
COVID-19 COORDINATOR

## 1. PROGRAM

The Miami Valley Fair Housing Center (hereinafter "MVFHC" or "COVID-19 Coordinator") will assume the position of the part-time **COVID-19 Coordinator**. In an effort to address fair housing issues related to COVID-19, MVFHC shall undertake the following activities in collaboration with the HRC and implement the comprehensive strategy for outreach and education over a 12-month project throughout the City of Dayton.

## 2. MVFHC SERVICES ("SERVICES")

1. MVFHC shall partner with grassroots, faith based, or community-based organizations to conduct comprehensive COVID-19 related education and outreach to people of different backgrounds. As the COVID-19 Coordinator, MVFHC shall develop and create content, plan, and coordinate an Outreach and Education Campaign to the residents of the City of Dayton about their rights and obligations under the FHAA and the City of Dayton's substantially-equivalent fair housing law.

   Such services shall include, but not be limited to, the following:

   - Create and produce four (4) lunch and learn webinars of between 10-15 minutes in length during the grant period;
   - Conduct face-to-face educational events at schools, churches, and municipal buildings; and
   - Schedule all meetings, including the date, time, location, number of participants, meeting materials, and agenda for each meeting.

2. MVFHC shall convene periodic meetings of the collaborating organizations to ensure all participating agencies understand and support the project, then monitor accomplishments and challenges throughout the grant period, and work with HRC to resolve any encountered challenges.

   - The initial convening of meeting potential collaborative organizations within thirty (30) days after executing of the contract with HRC. MVFHC will provide a copy of the meeting agenda and a list of all meeting participants, meeting materials, and dates and times.

- MVFHC will convene additional meetings on a quarterly schedule throughout the grant period of all collaborating organizations and will provide a copy of each meeting agenda, meeting materials, and a list of all participants in each meeting.

3. MVFHC shall serve as a subject matter expert to collaborating partners on a comprehensive fair housing education, outreach, and enforcement skills to provide housing providers with guidance necessary to achieve voluntary compliance and residents with information and support that encourages individuals to file complaints. MVFHC will:

    - Document all inquiries/requests for education, outreach, or technical assistance provided to collaborating within the City of Dayton on fair housing education, outreach, and enforcement during the grant period. The list will include the date, requesting agency, and the subject matter, and any resolution to the issues; and
    - Document all inquiries/requests for technical assistance provided to housing providers within the City of Dayton during the grant period. The list will include the date, the housing provider requesting assistance, and a brief summary of the guidance shared with the housing provider.

4. MVFHC shall deliver education and information regarding COVID-19 at community events and targeted venues. Such education and information should include, but not be limited to:

    - Tracking COVID-19 cases and providing targeted outreach; and
    - Identifying systemic barriers and impediments to services/fair housing.
    - HRC will process housing complaints and log information into HEMS.

5. MVFHC shall, in collaboration with HRC, evaluate and report on the COVID-19 project to multiple stakeholders. Such reports will include summary reports in multiple formats and be disseminated to key stakeholders both quarterly and at year-end.

## EXHIBIT B

COVID-19 Grant Proposal

The City of Dayton Human Relations Council (HRC), a Fair Housing Assistance Program (FHAP) is submitting a request in the amount of **$25,000** to develop a comprehensive strategy to effectively carry out the provisions of the HRC's substantially equivalent fair housing law and improve the quality of life for Dayton residents by affirmatively furthering fair housing issues related to COVID-19. HRC believes that these vulnerable communities need to have necessary information from trusted and reliable sources to make informed decisions to protect their civil rights. As we have moved further into the COVID-19 pandemic, the HRC will utilize established partnerships to effectively convey information in a multi-pronged way to identify necessary steps to prevent housing discrimination and unfair housing practices to all **protected classes** including special underserved populations such as **new immigrant populations, LGBT persons, people with disabilities**, and **communities of color.**

We are now at a critical juncture in which vulnerable residents from underserved communities are experiencing a more disparate impact of COVID-19 related health issues. For instance, in Montgomery County, there have been **320 confirmed cases of COVID-19, resulting in 104 hospitalizations and 10 deaths. Of those 320 cases, 100 (83.9%) were African American (AA) and 181 (45.8%) were White. More importantly, while AA's make up 22% of the population in Montgomery County, they account for 31.5% of confirmed COVID cases. On the other hand, Whites make up 74.3% of the population in Montgomery County, and account for 56% of the confirmed COVID cases.** The above data, which is still in the preliminary stages, is a stark reminder that vulnerable communities will experience this pandemic in more impactful ways such as greater unemployment, food insecurity, lack of access to technology which will deepen the digital divide, lack of access to educational resources, and structural inequities along racial lines that will have profound long-term implications through multiple sectors in our communities.

More importantly however, while current cases do not reflect a significant uptick in COVID-19 related complaints, we are unable to gauge with accuracy the immediate impact of COVID-19 on issues such as evictions, unfair housing practices, etc. For instance, according to the Dayton Public School leadership, over 22,000 Dayton Public school students who have been at home due to COVID-19 since early March 2020, do not have access to internet and about 12,000 do not have computers in their homes. Additionally, government offices, including the HRC, have been closed to the public and residents have been unable to physically come in and file complaints. Further, all libraries have been closed, so residents who may have wanted to file a complaint, do not have access to internet and computers at the libraries. Therefore, we can reasonably assume that when the Governor orders the reopening of all government offices, we may potentially see an uptick in cases that are COVID-19 related, and we want to be strategically positioned to respond utilizing a multipronged engagement response.

To that end, HRC will enter into a ***one (1) year contractual agreement*** and **hire a *part time COVID-19 Coordinator*** to develop a comprehensive, multi-pronged strategy and partner with **Access to Basic Legal Equality (ABLE), Miami Valley Fair Housing Center (MVFHC), Welcoming America, and other grass roots organizations** that are aligned with HRC's mission of eliminating unfair housing practices to mitigate the effects of COVID-19 in our most vulnerable communities. This multi-pronged approach will include: **1) Partnering with grassroots, faith-based, and community organizations to provide outreach and education activities and 2) Developing a free interactive phone app which will allow residents to file complaints as well as launch a Fair Housing advertisement campaign in current popular phone apps featuring informative web-based video on-demand promoting Fair Housing resources.** The proposed activities, descriptions, and budget are outlined below and timelines can be found in **Appendix A.**

1. **Proposed Activity: Partnering with grassroots, faith-based, and community organizations to provide outreach and education**

The HRC will contract with Miami Valley Fair Housing Center, Inc. (MVFHC), to assume the position of the part-time **COVID-19 Coordinator**. MVFHC has agreed to undertake the following activities in collaboration with the HRC and implement the comprehensive strategy for outreach and education over a 12-month project throughout the City of Dayton.

As we move through the continuum of the COVID-19 pandemic, the City of Dayton's vulnerable populations need reliable information that enable informed decisions to protect individual civil rights. The Fair Housing Center is uniquely qualified to serve as the COVID-19 Coordinator on this project. The Fair Housing Center has extensive experience in fair housing education and outreach activities, and consistently scores "excellent" for its performance on Fair Housing Initiative Program (FHIP) Education & Outreach grants. In addition, MVFHC has two (2) FTE Information Technology (IT) professionals on staff with a wide range of skills working with online social media platforms, interactive webinars, videos, and continuing education classes.

Moreover, MVFHC utilizes a proprietary web-enabled fair housing case management database to record all activities (complaint intakes, referrals, participation in education, etc.) This allows MVFHC ready real-time access to outcomes achieved on projects as well as easier analysis of demographic information (addresses, ages, protected classes, etc.) for various indicators and trends. MVFHC's database combines case information with Census and other data sets to provide insights for targeted investigations and/or education & outreach activities. MVFHC will utilize this powerful tool to facilitate, track, and report on the work accomplished under the project. To that end, MVFHC will engage in the following tasks:

TASKS:

- Develop and create content, plan, and coordinate an Outreach and Education Campaign to the residents of the City of Dayton about their rights and obligations under the FHAA and the City of Dayton's substantially equivalent fair housing law.

    a) Convene educational symposia, workshops, and lunch & learn webinars on various media platforms.

    **Deliverable(s):**
    Create and produce four (4) lunch & learn webinars of between 10-15 minutes in length during the grant period

    b) As state and local health guidelines permit, conduct face-to-face educational events at schools, community centers, churches, and municipal buildings.

    **Deliverable(s):**
    Schedule of all meetings, including the date, time, location, number of participants, meeting materials (to be created), and agenda for each meeting

- Convene periodic meetings of the collaborating organizations to ensure all participating agencies understand and support the project, then monitor accomplishments and challenges throughout the grant period and work with HRC to resolve any encountered challenges.

**Deliverable(s):**

a) Initial convening of meeting potential collaborative organizations within 30 days after execution of contract with HRC. MVFHC will provide a copy of the meeting agenda, and a list of all meeting participants, meeting materials, with date and times.

b) Convene additional meetings on a quarterly schedule throughout the grant period of all collaborating organizations. MVFHC will provide a copy of each meeting agenda, meeting materials, and a list of all participants in each meeting.

- Serve as subject matter expert to collaborating partners on comprehensive fair housing education, outreach, and enforcement skills to provide housing providers with guidance necessary to achieve voluntary compliance and residents with information and support that encourages individuals to file complaints through the administrative process to address violations of their civil rights.

**Deliverable(s):**

a) Document all inquiries/requests for education, outreach, or technical assistance provided to collaborating partners within the City of Dayton on fair housing education, outreach, and enforcement during the grant period. MVFHC will provide a list of all inquiries and/or requests for guidance received from collaborating partner agencies during the grant period. The list will include the date, requesting agency, and the subject matter, and any resolution to issues.

b) Document all inquiries/requests for technical assistance provided to housing providers within the City of Dayton during the grant period.] MVFHC will provide a list of all inquiries received during the grant period. The list will include the date, the housing provider requesting assistance, and a brief summary of the guidance shared with the housing provider.

- Make appropriate referrals to the Dayton Human Relations Council, the Ohio Civil Rights Commission, and/or HUD of meritorious complaints of housing discrimination identified through the work of this project. MVFHC will provide a list of any meritorious referrals made.

Currently, the HRC is working with community partners to ensure Dayton's ongoing emergency operations planning includes a coordinated approach for getting accessible information to our vulnerable communities before, during, and after COVID-19. HRC is leading an effort with the Mayor's Offices, Advocates for Basic Legal Equality (ABLE), and Miami Valley Fair Housing Center (MVFHC) to coordinate critical work being done around the City to ensure that immigrants, refugees, and other vulnerable groups have access to information and resources they need regarding discrimination, housing, evictions, and legal services through the development of a trusted Website. It is particularly important that our limited English Proficient populations have access to the same or similar resources and information as their English counterparts. Further, HRC will ensure that any information conveyed is translated into the 4 most common languages in the Dayton area (as the city of Dayton has experienced an increase in its foreign born population by nearly 60% between 2009 and 2014): Spanish, Arabic, Russian, and Turkish. To that end, HRC will utilize data collected from this established partnership to track and guide the outreach and education efforts.

**2. Developing a free interactive phone app which will allow residents to file complaints as well as launch a Fair Housing advertisement campaign in current popular phone apps featuring informative web-based video on-demand promoting Fair Housing resources.**

The **COVID-19 Coordinator** will work with a skilled web developer to launch a free interactive app in both the Google Play store and Apple App store which will allow the Senior Civil Rights

investigator and COVID-19 Coordinator to connect with underserved populations who have limited access to high speed internet and household computers. The phone app will be designed to allow the user to connect with HRC's office, file Fair Housing complaints, and view On-Demand Fair Housing Resource Videos. In addition to launching the Fair Housing resource phone app, HRC's staff will also be able to advertise other HRC initiatives related to diversity, inclusion, and equity, on current popular apps, which will provide access to a wider audience at lower costs. Most importantly however, placing ads on popular and frequently used apps, will steer new users to HRC's platforms and increase the amount of reported Fair Housing/COVID-19 complainants.

HRC's newly added Americorp Vista employee will help track new cases and analyze referrals for trends regarding COVID-19 that may be related to housing complaints, such as an increase in domestic violence, Section 8 housing, utilization of food pantries, or increases in rental evictions. By comprehensively addressing equitable access to services and building inclusive communities, HRC is better able to identify systematic barriers, discriminatory practices, and impediments to fair housing that can be addressed through cross-sector collaboration, multi-jurisdictional approaches, and policy changes.

**Expected Impact on how the proposed activities will benefit the HRC's fair housing mission:**
Overall, the HRC is strategically prepared to partner with agencies that are similarly concerned with outreach and educational efforts to effectively assist our community, especially immigrant, refugee, and vulnerable populations, that may be most impacted by the unprecedented health event of COVID-19. We know that many segments of the community may not be aware of resources due to issues such as language barriers, poverty, fear of reporting discriminatory practices, and unfair housing practices. The FHAP COVID-19 Grant therefore, will allow the HRC to support enhanced efforts to conduct education and outreach to mitigate the effects of COVID-19 in the most vulnerable communities and ensure that they are aware of their rights and discourage discrimination of any form.

Moving beyond the immediate circumstances surrounding COVID 19, the HRC will expand upon the work completed with previous FHAP Partnership funds to build trust in the community with a targeted lens on immigrant, refugee, and high poverty communities by providing a host of community engagement activities to effectively carry out the provisions of the HRC's substantially equivalent fair housing law, conduct effective and comprehensive fair housing education and outreach to special populations, and improve the quality of life for Dayton residents by affirmatively furthering fair housing. Through past FHAP Partnership projects, the HRC has quantitatively and qualitatively assessed the greatest challenge to protected classes exercising their rights under the fair housing law was lack of trusting relationships that make residents feel safe to report instances of crime and discrimination. The interventions proposed include community engagement activities to build relationships and empower communities to assist in reducing racially and ethnically concentrated areas of poverty and provide outcomes that benefit both the residents and the community by reducing opportunities for heightened levels of crime and environmental health.

**Budget – 1 year - $25,000**
**City of Dayton Human Relations Council**

**Sources**

| | |
|---|---|
| COVID-19 Grant | 25,000 |
| Total Sources | **25,000** |
| **Uses:** | |

| | |
|---|---|
| COVID-19 Part-time Coordinator Contract ($15,000/52wks/20hrs per week = $14.42) | 15,000 |
| Web Developer Contract for HRC's phone app and web base video on-demand and webinars | 10,000 |
| Total Uses | **25,000** |

BACK

5.

# City Manager's Report

**From** **2360 - Planning & CD / Mediation Center**

**Date** **October 7, 2020**

**Expense Type** **Service Agreement**

**Supplier, Vendor, Company, Individual**

**Total Amount** **$105,000.00 (thru 11/30/23)**

**Name** **Trisha Werts**

**Address** **3883 Wayne Trace Road**
**Eaton, Ohio 45320**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| Mediation Center | 16702-2360-1159-33 | $105,000.00 |

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

**Description**

**DAYTON MEDIATION CENTER PROFESSIONAL SERVICES AGREEMENT — TRISHA WERTS**

The Department of Planning and Community Development is requesting approval to enter into a Professional Services Agreement in the amount of $105,000.00 with Trisha Werts to provide professional support services for the Dayton Mediation Center. This Agreement enables the Dayton Mediation Center to maintain community mediation services as existing staff expand services to the community.

This Agreement shall commence upon execution and it shall terminate on November 30, 2023.

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

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

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 10/2019

# City Managers Report- Werts (2nd Revision)

Final Audit Report 2020-09-25

| | |
|---|---|
| Created: | 2020-09-25 |
| By: | Miranda Brooks (miranda.brooks@daytonohio.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAPCgR1I1vmpzKXx2EWGDGCANTAynUf8RJ |

## "City Managers Report- Werts (2nd Revision)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-09-25 - 3:35:52 PM GMT- IP address: 75.186.30.18

Document emailed to Steven Gondol (steven.gondol@daytonohio.gov) for signature
2020-09-25 - 3:36:12 PM GMT

Email viewed by Steven Gondol (steven.gondol@daytonohio.gov)
2020-09-25 - 4:04:54 PM GMT- IP address: 198.30.33.2

Document e-signed by Steven Gondol (steven.gondol@daytonohio.gov)
Signature Date: 2020-09-25 - 4:43:27 PM GMT - Time Source: server- IP address: 198.30.33.2

Agreement completed.
2020-09-25 - 4:43:27 PM GMT

# CERTIFICATE OF FUNDS

CT20-2651

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED

x New Contract _____ Renewal Contract _____ Change Orders

| | |
|---|---|
| Contract Start Date | 11/30/20 |
| Expiration Date | 11/30/23 |
| Original Commission Approval | $ 105,000.00 |
| Initial Encumbrance | $ 2,500.00 |
| Remaining Commission Approval | $ 102,500.00 |
| Original CT/CF | |
| Increase Encumbrance | |
| Decrease Encumbrance | $ - |
| Remaining Commission Approval | |

**Required Documentation**

| | |
|---|---|
| x | Initial City Manager's Report |
| x | Initial Certificate of Funds |
| x | Initial Agreement/Contract |
| | Copy of City Manager's Report |
| | Copy of Original Certificate of Funds |

| | |
|---|---|
| Amount: $ 2,500.00 | Amount: |
| Fund Code 16702 - 2360 - 1159 - 33 - XXXX - XXXX (Fund Org Acct Prog Act Loc) | Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc) | Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: Trisha Werts

Vendor Address: 3883 Wayne Trace Road, Eaton, Ohio 45320
Street City State Zipcode + 4

Federal ID:

Commodity Code: 952-23

Purpose: Trisha Werts Professional Service Agreement for the Dayton Mediation Center

Contact Person: Michelle Zaremba Planning & CD/ Mediation Ctr (Department/Division) 9/21/2020 (Date)

Originating Department Director's Signature: [signature]

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

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

[signature] 9/29/2020
Finance Director Signature Date

[signature] 9/29/2020 CT20-2651
CF Prepared by Date CF/CT Number

# Copy of Certificate of Funds Werts 2020-23 (2nd Revision)

Final Audit Report 2020-09-25

| | |
|---|---|
| Created: | 2020-09-25 |
| By: | Miranda Brooks (miranda.brooks@daytonohio.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABYZVWas_WYEinycw8u6ckFenocDeM0l6 |

## "Copy of Certificate of Funds Werts 2020-23 (2nd Revision)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
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Email viewed by Steven Gondol (steven.gondol@daytonohio.gov)
2020-09-25 - 4:43:43 PM GMT- IP address: 198.30.33.2

Document e-signed by Steven Gondol (steven.gondol@daytonohio.gov)
Signature Date: 2020-09-25 - 4:44:33 PM GMT - Time Source: server- IP address: 198.30.33.2

Agreement completed.
2020-09-25 - 4:44:33 PM GMT

**Williams, Tonika**

| | |
|---|---|
| **From:** | Henderson, Valerie |
| **Sent:** | Monday, September 28, 2020 10:40 AM |
| **To:** | Brown, Kena; Asumani, Saleh; Williams, Tonika |
| **Subject:** | FW: Calendar Item - Trisha Werts - Planning (Mediation Center) |
| **Attachments:** | FW: Calendar Item - P&CD; FW: Trisha Werts Contract |

I have reviewed the CF, CMR, and agreement for Trisha Werts. Please proceed with processing.

Thanks,

Valerie

**From:** Brown, Kena <Kena.Brown@daytonohio.gov>
**Sent:** Monday, September 28, 2020 10:20 AM
**To:** Henderson, Valerie <Valerie.Henderson@daytonohio.gov>
**Cc:** Asumani, Saleh <Saleh.Asumani@daytonohio.gov>
**Subject:** Calendar Item - Trisha Werts - Planning (Mediation Center)

Hi Valerie,

Attached is a Commission item from Planning that needs your approval. I have reviewed.

Thanks
Kena

# PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), dated this ____ day of _____, 2020 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and TRISHA WERTS, 3883 Wayne Trace Road, ("Contractor").

**WITNESSETH THAT:**

**WHEREAS**, The Contractor and City desire to enter into a Professional Services Agreement to provide ongoing professional support services for the City's Dayton Mediation Center (Center); and,

**WHEREAS**, This Professional Services Agreement enables the Center to maintain community mediation services as existing staff expands services to the community.

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

## ARTICLE 1. SERVICES TO BE PERFORMED

Contractor shall perform ongoing professional support services for the Dayton Mediation Center as described in Exhibit A, attached hereto and incorporated as if fully rewritten herein.

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

## ARTICLE 2. COMPENSATION

The City shall pay TWENTY-EIGHT DOLLARS AND ZERO CENTS ($28.00) per hour for the sum not to exceed ONE HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS ($105,000.00) for the Services actually provided in accordance with this Agreement. Contractor may submit invoices to City for partial payment on a monthly basis.

## ARTICLE 3. TERM

This Agreement shall commence upon execution by City and shall terminate on November 30, 2023, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 6 of this Agreement.

## ARTICLE 4. INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless City, its officers, elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the Contractor negligent performance or non-performance of this Agreement

and/or the acts, omissions or conduct of the Contractor or its employees, agents, and representatives.

## ARTICLE 5. INSURANCE

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

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

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

Contractor shall furnish to the city certificates and/or proof of each form of insurance required by this article. Upon request, the Contractor shall furnish complete copies of the policies of insurance.

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

## ARTICLE 6. TERMINATION

This Agreement may be terminated by City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure or submit a plan for cure acceptable to City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and City shall pay Contractor only for those services accepted by the City.

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

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

## ARTICLE 7. COMMUNICATIONS

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

Trisha Werts
3883 Wayne Trace Road
Eaton, Ohio 45320

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

**ARTICLE 8. NON-DISCRIMINATION**

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

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

**ARTICLE 9. CONFIDENTIALITY**

Either party may provide the other with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private". Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for two (2) years following the date of disclosure of the confidential or proprietary information, it shall not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party shall protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it shall only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Section shall prohibit or limit either party's use or disclosure of confidential or proprietary information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) acquired by it from a party that is not, to the other party's knowledge, under an obligation not to disclose such information, (iv) that is or becomes publicly available through no breach of this Agreement by the other party, (v) when such disclosure is required by an order of a Court or under state or federal law, or (vi) when such disclosure is authorized in writing by a party to this Agreement.

## ARTICLE 10. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

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

## ARTICLE 11. GENERAL PROVISIONS

### A. Waiver

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

### B. Delay

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

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

### C. Governing Law & Venue

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

### D. Meetings and Evaluation

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

## E. Independent Contractor

By executing this Agreement, Contractor acknowledges and agrees that it will be providing Services to the City as an "independent contractor." As an independent contractor for the City, Contractor is prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Paragraph. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any person retained or hired by Contractor to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor will be responsible to withhold and pay, or cause

such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Contractor further acknowledges and agrees that none of his employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

## F. Assignment

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of 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 Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

## G. Third Party Rights

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

## H. Amendment

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

## I. Effect of Conflicting Documents

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

**J. Entire Agreement/Integration**

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

**K. Political Contributions**

Contractor affirms and certifies that it complies with Ohio Revised Code §3517.13 limiting political contribution

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

**CITY OF DAYTON, OHIO**

_____
City Manager

**TRISHA WERTS**

By: _____

Title: _____

**APPROVED AS TO FORM AND CORRECTNESS**

9/28/2020

X John Musto for
City Attorney

Signed by: Musto, John

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

## ATTACHMENT A

## CITY OF DAYTON MEDIATION CENTER
## TRISHA WERTS

## SCOPE OF SERVICES

Consultant shall provide the following Services pursuant to this Agreement:

1. Mediation services.
2. Case management services, including intake, making contact with citizens, apprising citizens of mediation services and alternatives, identifying time and place for mediation and conducting follow-up interviews.
3. Mediation training for clients, staff and volunteers, as requested and needed.
4. Networking information and skill enhancements through contacts with other Community Mediation Centers, schools and mediators by attending statewide meetings, association conferences and relevant mediation training(s).
5. Database maintenance for record keeping and statistics.
6. Completion and maintenance of project forms, including intake forms and all correspondences.
7. Preparation of reports and other data, including a quarterly activity report.
8. Providing support services for volunteer management including training.
9. Providing the City's Dayton Mediation Center Coordinator with a periodic list of services provided for invoice purposes.
10. Providing and maintaining a referral source database, including establishing contact and rapport with referral agencies to facilitate future referrals.
11. Maintaining a record retention schedule for Dayton Mediation Center project/programs in accordance with all applicable federal, state and/or local laws.
12. Developing and conducting training programs for youth.

The City will provide the Consultant workspace and access to all software and hardware used in case management, database maintenance and mediation services at the Dayton Mediation Center, as necessary to complete the Services.

Consultant shall not be permitted to bill the City for travel time or the costs of transportation or parking related to the Services to be performed under this Agreement.

# City Manager's Report

6.

**From** **6480 - PW/Property Management**

**Date** **October 7, 2020**

**Expense Type** **Award of Contract**

**Supplier, Vendor, Company, Individual**

**Total Amount** **$420,750.00 thru 12/31/2022**

**Name** **CHWR Inc. dba CHW Mechanical Services**

**Address** **2405 Darnell Drive**
**P.O. Box 280**
**Spring Valley, Ohio 45370**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| 2020 Facility Safety Building Chiller Replacement Fund | 49012-6480-1425-54 | $420,750.00 |

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

**Description**

**SAFETY BUILDING CHILLER REPLACEMENT RE-BID**
**(10% SBE PARTICIPATION GOAL/12.13% SBE PARTICIPATION ACHIEVED)**

The Department of Public Works request permission to enter into a Contract with CHWR Inc. dba CHW Mechanical Services in the amount of $420,750.00 for the Safety Building Chiller Replacement Re-Bid project. This amount includes the base bid in the amount of $407,889.00 and Alternate No. 1 – Contingency Allowance in the amount of $12,861.00. This project consists of replacing the existing water-cooled chiller and pumping system with a new air-cooled chiller and pumping system.

Four bids were received for this project on September 10, 2020. It is recommended that the Contract be awarded to the lowest and best bidder, CHWR Inc. dba CHW Mechanical Services in the amount of $420,750.00. The time for Contract completion is April 16, 2021.

This project is fully funded using the 2020 Facility Safety Building Chiller Replacement Fund.

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

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

# CERTIFICATE OF FUNDS

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

X New Contract ____ Renewal Contract ____ Change Order

| | |
|---|---|
| Contract Start Date | Upon execution |
| Expiration Date | 12/31/2022 |
| Original Commission Approval | $ 420,750.00 |
| Initial Encumbrance | $ 420,750.00 |
| Remaining Commission Approval | $ - |
| Original CT/CF | |
| Increase Encumbrance | $ - |
| Decrease Encumbrance | $ - |
| Remaining Commission Approval | $ - |

**Required Documentation**

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

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

| | |
|---|---|
| Amount: $ 420,750.00<br>Fund Code 49012 (Fund) 6480 (Org) - 1425 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc) | Amount: ____<br>Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc) |
| Amount: ____<br>Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc) | Amount: ____<br>Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: CHWR Inc. dba CHW Mechanical Services

Vendor Address: 2405 Darnell Dr. (Street) Spring Valley, OH (City) 45370 (State) Zipcode + 4

Federal ID: 454087793

Commodity Code: 90685

Purpose: Safety Building Chiller Replacment Re-Bid Project (10% SBE Participation/12.13% SBE Achieved).

Contact Person: Chatan Robinson Public Works/Property Management (Department/Division) 9/22/2020 (Date)

Originating Department Director's Signature: [signature] 9-23-2020

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

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

[signature] 9/28/2020
Finance Director Signature Date

[signature] 9/25/2020 CT20-2648
CF Prepared by Date CF/CT Number

MEMORANDUM DAYTON

September 18, 2020

**TO:** Andrew Marks P.E., Senior Engineer
Department of Public Works,
Division of Civil Engineering

**FROM:** Chrisondra Goodwine, Contract Compliance Officer C.G.
Human Relations Council (HRC)

**SUBJECT:** **Safety Building Chiller Replacement Rebid (10% SBE Participation Goal)**

The apparent low bidder, CHW Mechanical Services, LLC submitted a bid utilizing one (1) PEP-certified contractor to meet the project's participation goal. The HRC's contract compliance analysis has verified that CHW Mechanical Services, LLC is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

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

| PRIME CONTRACTOR | AMOUNT OF BASE BID | |
|---|---|---|
| **CHW Mechanical Services, LLC** | **$407,889.00** | |
| CERTIFIED BUSINESS PARTICIPATION | COMMITTED DOLLAR AMT | % TOWARD GOAL |
| **Cardinal Saturn JV** | **$49,500.00** | **12.13% SBE** |
| TOTAL COMMITTED PARTICIPATION | | **12.13% SBE** |

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG

**PEP-CERTIFIED** **(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:** CHW Mechanical Services

Address: 5931 Wolf Creek PK.

City: Dayton State: OH ZIP: 45426

Telephone: 877-859-4822 Email: Sales@chwmechanical.com

Primes Base Bid $

Name of Project: Safety Building Chiller Replacement

## SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

**Name of PEP-Certified Firm:** Cardinal Diversity Group, Inc. MTSE-1114

PEP-Certified Firm's Tax ID#:

**Scope of Work to Be Performed by Certified Firm:** Electrical

| | Total Dollar Amount Towards Goal | Percentage Towards Goal | Amount to Be Paid to This PEP Firm for the Work Described: |
|---|---|---|---|
| Total Bid | $ 0 49,500 | % 100% | $ 49,500 |
| Materials | $ | % | $ |
| Labor | $ | % | $ |

## 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)

Rodney Willis
(Printed Name of Bidder/Proposer's Authorized Agent)

Treasurer 9/10/20
(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.***

## PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

***Instructions for Bidders/Proposers:*** *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

**The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner:** *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☐ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

| % SBE | % MBE | % WBE | % DLSB |
|---|---|---|---|
| | | | |

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

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

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation*, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

(Signature of Bidder/Offeror's Authorized Agent) (Name of Bidder/Proposer's Firm)

(Printed Name of Bidder/Offeror's Authorized Agent) (Title of Bidder/Offeror's Authorized Agent) (Date)

CHW MECHANICAL SERVICES, LLC

HVAC – Plumbing – Sheet Metal – Controls – Service

5931 Wolf Creek Pk.
PO Box 26400
Dayton, OH 45426
Office: 877-859-HVAC (4822)
Fax: 937-660-6910
www.chwmechanical.com
OH Lic. HVAC # 45342 Plumbing #29159

September 17, 2020

**Subcontractor Verification Request for the City of Dayton's Safety Building Chiller Replacement**

To Whom It May Concern

Below you will find all of the requested information regarding our subcontractor for the Safety Building Chiller Replacement.

Cardinal Saturn JV
P.O Box 13830
Dayton, OH 45413

Saturn Electric will be providing:
* Complete Division 26 per plane, specs and addendums 1-2
* Obtaining an electrical permit
* Performing all electrical demo
* Installing new breakers in switchgear as required
* Providing all conduit and wire as needed

The total cost for all work being performed by Saturn Electric will total $49,500.00

Material vs. Labor breakdown: Total Labor $22,600.00
Total Materials $26,900.00

# CARDINAL SATURN JV

P.O. Box 13830 · 2628 Nordic Rd. · Dayton, OH 45413
(937) 278-2580 · Fax (937) 278-0220

July 16, 2020

CHW Mechanical
5931 Wolf Creek Pike
Dayton, Ohio 45426

Re: Dayton Safety Building
Chiller Replacement

Dear Rich,

Thank you for the opportunity to provide you a quote on this project. The following is our proposed scope of work.

Included:

- -Complete Division 26 per plane, specs and addendums 1-2
- -Electrical permit
- -Electrical demo
- -New breakers in switchgear as required
- -All conduit and wire needed
- -Prevailing wages

Not Included:

- -Sales tax
- -Bond
- -Patching or painting

Total Base Bid: $49,500.00

Please feel free to contact me should you have any questions.

Sincerely,

Mike Mayfield

# Cardinal Diversity Group Inc.

3622 Salem Avenue Dayton Ohio 45406 Phone (937) 278-4941 Fax (937) 278-5410 www.cardinaldiversity.com


City of Dayton
Human Relations Council
371 West Second Street Suite 100
Dayton Ohio 45402

17 September 2020

Re: Subcontractor verification request

Ms. Goodwine,

The following applies to the request information:

| | | | |
|---|---|---|---|
| 1 | Name of Project: | Safety Building Chiller Replacement | |
| 2 | Name of Prime Contractor: | CHW Mechanical Services<br>5931 Wolf Creek Pike<br>Dayton, OH 45426 | |
| 3 | Project Work Divisions: | Electrical Sub-Contractor, Specification Division 26 | |
| 4 | Total Cost of Work: | $ 49,300.00 | |
| 5 | Cost Breakdown: | Material: $ 26,700.00 | Labor: $ 22,600.00 |
| 6 | Mark Up on Material Purchased: | 10% | |
| 7 | Not Applicable Cardinal Diversity is not a trucking company | | |

Sincerely,

Chandra Blackwell

Chandra Blackwell
President

# JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement"), made on February 01, 2016 by and between Cardinal Diversity Group, Inc., an Ohio Corporation ("CARDINAL") whose principal business address is 3622 Salem Avenue, Dayton, Ohio 45406 and Saturn Electric, Inc., an Ohio Corporation ("SATURN") whose principal place of business is 2628 Nordic Rd, Dayton, Ohio 45414. The parties are hereinafter sometimes referred to together as the "Joint Venturers" or the "Parties" and individually as a "Joint Venturer" or "Party."

The Parties wish to engage in, undertake and carry on, as joint venturers for the purpose of performing and completing public and private sector construction projects (the "Joint Venture"), and any profits derived from and any liability for losses arising out of the performance, be defined by an agreement in writing to define the respective rights and obligations of the Parties with respect to the Joint Venture.

Therefore, in consideration of the mutual promises, covenants, warranties and conditions herein, the Joint Venturers agree as follows:

1. **FORMATION OF JOINT VENTURE**
   The joint venturers hereby constitute themselves as joint venturers to establish an Ohio Limited Liability Company for the purpose of performing and completing the certain public and/or private sector construction projects, ("Construction Contract"), attached hereto as schedule "A" and for no other purpose. From time to time upon written consent of all joint venturers, joint venturers may include new projects to their joint venture. To the extent set forth in this Agreement, each of the Joint Venturers shall own an undivided fractional part in the business. The Joint Venture shall not engage in any other business or activity without the written consent of the Joint Venturers. To the maximum extent possible, the Agreement shall operate as the Operating Agreement of the Cardinal Saturn JV I, LLC, in accordance with 1705.01(j) and other related statutes.

2. **NAME OF JOINT VENTURE**
   The parties hereby form and establish a Joint Venture to be conducted under the name of Cardinal Saturn JV I, LLC, (hereinafter referred to as the "Joint Venture"). The Joint Venturers agree that the legal title to the Joint Venture property and assets, including the Joint Venture itself, shall remain in the name of the Joint Venture.

3. **JOINT AND SEVERAL OBLIGATIONS**
   The obligations under the Construction Contract shall be joint and several.

4. **DURATION AND TERMINATION**
   The term of the Joint Venture shall commence on the execution date hereof and shall continue until January 31, 2021 provided, however, that the Joint Venture shall be dissolved prior to such date upon the sale or disposal of the Joint Venture and the payment or satisfaction of all debts of the Joint Venture.

5. **PLACE OF BUSINESS**

The principal place of business of the Joint Venture shall be located at 2628 Nordic Rd, Dayton, Ohio, 45414, or at such other place as may from time to time be agreed upon by the joint venturers.

## 6. INTEREST OF THE JOINT VENTURERS

The interest of the Joint Venturers in and to the Construction Contract, and in and to any and all property and equipment acquired in connection with the performance thereof and in and to any and all moneys which may be derived from the performance thereof and the obligations and liabilities of each of the Joint Venturers hereto as among themselves in connection with the Construction Contract and with respect to any and all liabilities and losses in connection therewith shall as follows:

| Name | Percentage |
|---|---|
| Cardinal Diversity Group, Inc. | 60% |
| Saturn Electric, Inc. | 40% |

Each Joint Venturer does hereby indemnify the other against any loss or liability exceeding the proportions herein above stated by reason of any liability incurred or loss sustained in and about the Construction Contract, or by reason of the execution of any surety company bonds or indemnity agreements executed in connection therewith.

## 7. CONTRIBUTIONS AND DIVISION OF PROFITS

The interest of the parties in and to any profits and assets derived from the performance of the Construction Contract, and in and to any property acquired by the joint venture in connection with the work to be performed under this instrument, and in and to all contributions required, all moneys received, and losses incurred in the performance of the Construction Contract shall be those percentages set opposite their respective names as follows:

| Name | Amount | Percentage |
|---|---|---|
| Cardinal Diversity Group, Inc. | $600.00 | 60% |
| Saturn Electric, Inc. | $400.00 | 40% |

Separate capital accounts shall be maintained for each Joint Venturer and shall consist of the sum of its contributions to the capital of the Joint Venture plus its share of the profits of the Joint Venture, less its share of any losses of the Joint Venture, and less any distributions to or withdrawals made by or attributed to it from the Joint Venture.

## 8. INDEMNITY AGREEMENTS; SURETY BONDS

Each of the parties agrees to execute all applications and indemnity agreements required by the sureties on any bond or bonds required in connection with the bid and Construction Contract. All financial obligations assumed by the parties, or any of them, in connection with the performance of the Construction Contract, all liabilities assumed by or charged to them, or any of them, as contractors, guarantors, or indemnitors, in connection with any surety bond or other bonds which may be given or executed in connection with the Construction Contract, and all other obligations and liabilities of any kind or character which are assumed

or undertaken by the parties, or any of them, in connection with and for the benefit of the performance of the Construction Contract shall be shared by the parties proportionately and in accordance with their respective interest as set forth in Article (7).

**9. CONTRIBUTION OF WORKING CAPITAL**

All necessary working capital when and as required for the performance and prosecution of the Construction Contract shall be furnished by the parties proportionately in accordance with their respective interests as set forth in Article (7).

**10. ADDITIONAL CAPITAL**

Subject to the consent of the joint venturers, additional capital needed by the joint venture to meet its operating needs from time to time during the term of the joint venture shall be obtained from loans to the joint venture or, if such loans are not available, from additional capital contributions from the joint ventures, which shall be made by the parties proportionately in accordance with their respective interests as set forth in Article (7) or as the Joint Venturers may mutually agree upon.

**11. WITHDRAWAL OF CAPITAL**

Capital contributed to the joint venture by a joint venturer may not be withdrawn without the consent of the joint venturers.

**12. INTEREST ON CAPITAL**

No interest shall be paid on any capital contributed to the Joint Venture by a Joint Venturer.

**13. BORROWING MONEY; LOAN TO JOINT VENTURE**

Neither Joint Venturer shall have the right to borrow money on behalf of the other Joint Venturer or to use the credit of the other Joint Venturer for any purpose. All loans to the Joint Venture shall be approved by the Joint Venturer.

The Joint Venturers shall arrange for or provide any financing as may be required by the Joint Venture for carrying out the purposes of the Joint Venture.

a) The terms and conditions of all such loans shall be subject to prior approval of the Joint Venturers. The Joint Venturers shall endorse, assume, or guarantee such obligations of the Joint Venture as the Joint Venturers may mutually agree upon.

b) A loan by a Joint Venturer (or an affiliate of a Joint Venturer) to the Joint Venture shall not be regarded as an increase in such Joint Venturer's capital nor entitle such Joint Venturer to any increase of the profits or losses of the Joint Venture.

**14. AUTHORIZED REPRESENTATIVES**

To facilitate the handling of all matters and questions in connection with the performance of the Construction Contract, each of the Joint Venturers appoints the following representatives to act for it in all such matters, with full and complete authority to act on its behalf in relation

to any matters or things in connection with, arising out of, or relative to the Joint Venture and in relation to any matters or things involving the performance of the Construction Contract.

a) Authorized Representatives of CARDINAL:
Chandra Blackwell

b) Authorized Representative of SATURN:
Doug Kash

Either Joint Venturer may at any time and from time to time change its representative by filing with the other a notice and duly executed appointment of a new representative or alternate, but until the appointment and filing of such notice the actions of the representative or alternate hereby appointed shall be conclusively binding on such Joint Venturer.

**15. MANAGEMENT OF JOINT VENTURE**

The representatives of the Joint Venturers shall meet from time to time as required to act on necessary matters pertaining to the Construction Contract. All decisions, commitments, agreements, undertakings, understandings, or other matters pertaining to the performance of the Construction Contract shall be mutually agreed upon by such representatives. No representative shall be liable to the Joint Venturers by reason of his acts as such, except in the case of its gross negligence or actual fraudulent or dishonest conduct. In the event the representatives cannot agree on a matter of Joint Venture policy, the matter shall be submitted to informal, but binding, arbitration to a mutually acceptable third party. If the Joint Venturers cannot agree on an arbitrator, then the matter shall be resolved by binding commercial arbitration as provided in Article (40) below.

**16. COST OF CONSTRUCTION**

Cost of construction shall consist of the costs of all subcontracts, labor, material, plant, and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, legal fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in and about the performance of the Construction Contract of a nature which under sound accounting practices would be properly charged as a cost of the performance of the Construction Contract. Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the Joint Venturers or for the time which may be expended in connection with the work by any of the Joint Venturers or their officers or employees, except as may be approved by the Joint Venturers and except as provided for by this agreement. Equipment rented from either of the Joint Venturers shall be charged as a construction cost at a rate mutually agreed on by the representatives of the parties.

**17. RECORDS**

a) Separate books of account for the performance of the Construction Contract and all matters pertaining thereto shall be kept and maintained at the main office of the Joint Venture. All records of the Joint Venture shall be open for inspection of either Joint Venturer at all reasonable times.

b) A periodic audit of such books shall be made by an independent firm of accountants or by such individuals as may be mutually agreed upon by the Joint Venturers, and a like audit shall be made upon completion of the Construction Contract. With respect to the periodic audits there shall be included, if requested by the Joint Venturers, a periodic comparison between the items of cost and the items set up in the estimate of cost. The cost of any such audits shall be a part of the cost of construction.

c) Upon the completion of the Construction Contract a true and correct accounting shall be had of all costs and expenses and all accounts, vouchers, and other data relating to the Construction Contract and its performance.

d) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Construction Contract, pursuant to the provisions of law, the same shall be kept at such place or places as the Joint Venturers may from time to time determine, and the cost thereof shall be borne equally by the Joint Venturers.

**18. PROFITS**

Upon the completion of the Construction Contract, after providing for and paying (a) all costs disbursed or incurred in the performance of the Construction Contract; (b) all other costs and charges ordinarily and usually charged as costs in the performance of such a contract; (c) any and all claims not secured by insurance; (d) proper reserves for any claims which shall have either been brought against the Joint Venturers or which the Joint Venturers may reasonably anticipate will be brought against them; and (e) reserves for contingencies, if any, that shall be determined by the Joint Venturers in their discretion to be necessary, and after repaying all sums advanced by the Joint Venturers for working capital, any profits thereafter remaining, resulting from the performance of the Construction Contract, shall be distributed and shared by the parties proportionately and in accordance with their respective interest as set forth in Article (7). Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed.

**19. LOSSES**

If the performance of the Construction Contract results in a loss, the Joint Venturers shall be obligated proportionately, and in accordance with their respective interest as set forth in Article (7), for any such loss. Such proportionate liability of the Joint Venturers for the bearing of losses shall continue with respect to any claims which at any time, either before or after the completion of the Construction Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing in connection therewith.

**20. METHOD OF ACCOUNTING**

The books of account of the Joint Venture shall be kept in accordance with generally accepted accounting principles which shall be applied on a consistent basis.

**21. ACCOUNTING YEAR**

The accounting year of the Joint Venture shall end on the 31st day of October of each year.

**22. TAX RETURNS**

The Joint Venture shall prepare and file all required income tax returns for the Joint Venture on a timely basis. SATURN shall be the "Partnership Representative".

**23. BANK ACCOUNTS**

All funds of the Joint Venture shall be deposited in accounts in the name of the Joint Venture at such bank or banks as may be selected by the Joint Venturers. All withdrawals therefrom or drafts written thereon in excess of $5,000.00 shall be signed by a signatory/representative of each of the Joint Venturers. The aggregate monthly withdrawals or drafts by anyone of Joint Venturers, shall not exceed $10,000.00.

**24. TIME/EFFORTS DEVOTED TO JOINT VENTURE**

In general, each Joint Venturer shall cooperate in whatever manner is reasonably necessary to carry out the purposes of the Joint Venture, including, but not limited, to making joint applications (with the other Joint Venturer) for and obtaining construction related bonds. Neither of the Joint Venturers shall be required to spend any fixed amount of time in Joint Venture business, and each of the Joint Venturers may engage in any other outside business or activity of any type, including, but not limited to, the business regularly conducted by it apart from this Joint Venture; provided, however, that each of the Joint Venturers shall spend a sufficient amount of time to adequately perform such Joint Venturer's respective duties and obligations under this Agreement.

Neither of the Joint Venturers shall have the duty to disclose to the other Joint Venturer or the Joint Venture any business opportunities of which it becomes aware, and either Joint Venturer may take such opportunities for itself without being in breach of its duties or obligations hereunder.

**25. SALARIES**

Salaries shall be paid to the Joint Venture representatives as agreed between the Joint Venturers from time to time.

**26. PAYMENT OF JOINT VENTURE EXPENSES**

The Joint Venture shall pay all reasonable and necessary expenses of the Joint Venture, including, but not limited to, reasonable rent for tools, machinery, personnel, etc., provided by one of the Joint Venturers to the Joint Venture, as agreed by the Joint Venturers in advance. In addition, the Joint Venture shall reimburse each Joint Venturer for other reasonable and necessary expenses incurred by it in the ordinary and proper conduct of the Joint Venture business and/or for the preservation of the Joint Venture business or property.

**27. DRAW**

Neither Joint Venturer shall be entitled to withdraw funds of the Joint Venture for its own use, without the consent of the other Joint Venturer.

**28. PROHIBITED ACTS**

Neither Joint Venturer shall take any action in the name of the Joint Venture except in the ordinary course of the Joint Venture business, without the consent of the other Joint Venturer.

## 29. LIMITATION OF JOINT VENTURE

It is specifically understood and agreed between the parties that this Joint Venture agreement extends only to the performance of the Construction Contract, together with any changes or additions to this agreement or extra work under it, and in no event shall this agreement extend to or cover any different work. The term "Construction Contract" as used in this agreement is intended to and shall include the changes, additions, or extra work in this agreement mentioned.

## 30. LEASING OF MACHINERY AND EQUIPMENT

The parties shall lease to the joint venture, and the Joint Venture shall lease from the parties, for the terms respectively commencing when the Joint Venture shall require them for use in performing the Construction Contract without delay and continuing subsequently whenever and for as long as the same shall be required in such performance, such machinery and equipment as the parties may have available for use on the project, at and for the unit rental rates mutually agreed on by the representatives of the parties. Schedules of the mutually agreed rental rates shall be signed by each Venturer and attached to this agreement. The sponsoring Joint Venturer will consult with the other Venturers before committing the Joint Venture to a purchase agreement or lease with option agreement for the acquisition or leasing of major equipment items, such as: truck cranes, side boom cats, trucks, welding machines, compressors, tractors and loaders.

## 31. PURCHASE OF EQUIPMENT ON COMPLETION

On completion of the Construction Contract, the parties will secure a bona fide bid for each item or group of items of equipment purchased by the Joint Venture, or held by it under a lease with option agreement, from one or more reputable equipment dealers. Each of the parties shall have the right to purchase any item or group of items, at the highest price bid for such item or items, by such dealers, provided that no party shall be entitled to purchase a greater percentage of the equipment than the percentage of its interest in the Joint Venture. If more than one party shall desire to purchase the same items or items of equipment, at a price or prices so determined, and mutually satisfactory adjustment is not effected by agreement between or among them, then such item or items of equipment, in like manner as items not desired by the parties, shall be disposed of by sale, for the best price obtainable, to outsiders. All hand tools will be purchased for the Construction Contract from suppliers or from members of the Joint Venture, provided their prices are considered equitable by the Joint Venture participants. At the completion of the Construction Contract the tools shall be divided by value according to each Joint Venturer's participation.

## 32. BANKRUPTCY OR DISSOLUTION OF PARTY

In the event of the bankruptcy or dissolution of any of the parties, this Joint Venture shall immediately cease and terminate on its occurrence. Then, the successors, receivers, trustees, or other legal representatives, in this agreement called "representatives" of any party so affected shall cease to have any interest in the performance of the Construction Contract and shall cease to have any interest in and to the Joint Venture or its assets. In any such case the remaining party shall have the right to wind up the affairs of the joint venture and to carry out and complete the performance of the Construction Contract. On such completion or sooner

termination and receipt of payment of all amounts due under the Construction Contract, the remaining Joint Venturer shall account to the representatives of the party or parties so affected and such representative shall then be entitled to receive from the remaining Joint Venturer an amount equal to the sums advanced by the party represented, plus such party's proportionate share of the profits, or less such party's proportionate share of the losses resulting from the performance of the Construction Contract to the date of the termination of the Joint Venture. Provided, however, that the profit or loss computed as of the day of the termination shall be in the same proportion to the whole profit or loss resulting from the performance of the Construction Contract as the amount of work done under it at such time bears to all of the work which is done under it. In the event the share of the losses chargeable to the parties so represented exceeds the sum advanced by such party, the representative shall promptly pay to the remaining Joint Venturer any such excess. The books of the Joint Venture shall be conclusive in establishing whether a profit has been realized or a loss sustained, the amount, and the proportionate amount of work done as of any given time or date.

**33. ASSIGNMENTS AND TRANSFERS**

Neither this agreement nor the interest of the parties or any of them in this agreement, including its respective interest in any moneys belonging to or which may accrue to the Joint Venture in connection with the Construction Contract, may be assigned, pledged, transferred or hypothecated, except that in the event a party desires to obtain banking accommodations, such party may assign, pledge, or hypothecate to the lending institution as security for such banking accommodation, its interest in the moneys to be received by such party under this agreement when distributed to it in accordance with its terms, if the other parties to this agreement give their written consent to it in advance.

**34. NO LIABILITY TO THIRD PARTIES**

The debts, obligations and liabilities of either Joint Venturer, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of such Joint Venturer, and no other Party shall be obligated for any such debt, obligation or liability of such Joint Venturer solely by reason of being a party to this Agreement or an equity holder of a Joint Venture Company.

**35. ADJUSTMENT OF ACCOUNTS**

On completion of the performance of the Construction Contract, the parties shall render a true and correct account, each to the others, of all expenses incurred on account of and all moneys received as result of, such performance. The parties mutually agree, on completion of the performance of the Construction Contract, to settle and adjust all accounts in connection with the performance of the Construction Contract, and to pay, each to the others, such sums as well result in reach of the parties receiving that portion of all profits arising from the performance of the Construction Contract, or bearing that proportion of all losses arising from it in accordance with Articles (7), and (32).

**36. TRUST FUNDS**

All moneys contributed by the Joint Venturers to this Joint Venture and all moneys received as payments under the Construction Contract or otherwise received shall be treated and

regarded as, and are hereby declared to be, trust funds for the performance of the Construction Contract and for no other purpose until the Construction Contract shall have been fully completed and accepted by owner and until all obligations of the Joint Venturers hereto shall have been paid, otherwise discharged, or provided for adequate reserves such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created. Proper fidelity bond coverage shall be maintained on all persons who are directly connected with performance of the Construction Contract, and the cost of such fidelity bond premiums shall be part of the construction cost.

**37. DISSOLUTION OF JOINT VENTURE**

Upon dissolution of the Joint Venture, except as otherwise provided herein, the operation of the Joint Venture's business shall be confined to those activities necessary to wind up the Joint Venture's affairs, discharge its obligations, and preserve and distribute its assets. Any gains or losses of the Joint Venture arising out of the liquidation of the Joint Venture's assets shall be allocated, and the cash and other property of the Joint Venture remaining after satisfaction of Joint Venture obligations shall be distributed, to the Joint Venturers in accordance with the provisions of Article (7) above.

**38. BINDING EFFECT**

Except as otherwise provided in this agreement, this agreement shall inure to the benefit of, and be binding on the parties, their successors, trustees, assigns, receivers and legal representatives, but shall not inure to the benefit of any other person, firm, or corporation.

**39. GOVERNING LAW**

All questions relative to the execution, validity, interpretation, and performance of this agreement shall be governed by the laws of the State of Ohio.

**40. DISPUTE RESOLUTION**

If a dispute arises that cannot be resolved through direct discussions, Joint Venturers shall participate in mediation before recourse to any other form of binding dispute resolution. The location of the mediation shall be Montgomery County, Ohio. The Joint Venturers will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**41. WAIVER**

Failure on the part of either Joint Venturer to complain of any act of the other Joint Venturer or to declare the other Joint Venturer in default, irrespective of how long such failure continues, shall not constitute a waiver by such Joint Venturer of its rights hereunder. No waiver of, or consent to, any breach or default shall be deemed or construed to be a waiver of, or consent to, any future breach or default.

**42. ATTORNEY'S FEES**

Should any litigation or arbitration be commenced between the parties concerning any provision of this Agreement, the party prevailing in such litigation shall be granted, to recover their costs and reasonable attorney's fees incurred in such litigation.

**43. NOTICE**

Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement. Each party may change its address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of 15 calendar days after mailing.

**44. SEVERIBILITY**

If any provision of this Agreement or the application thereof shall be determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement and the application of the other provisions herein contained shall not be affected thereby, and all such other provisions shall remain effective and in force and shall be enforced to the fullest extent permitted by law.

**45. ENTIRE AGREEMENT**

This agreement contains the sole and only agreement of the parties hereto relating to the Joint Venture. Any prior agreement, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

**46. AMENDMENTS**

This Agreement may be amended by the Parties hereto at any time prior; provided, however, that any amendment must be by an instrument or instruments in writing signed and delivered on behalf of each of the Parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Joint Venture Agreement as of the day and year set forth above.

**Cardinal Diversity Group, Inc.**
BY:

Chandra J Blackwell

**Chandra Blackwell, President**

**Saturn Electric, Inc.**
BY:

**Doug Kash, President**

# CITY OF DAYTON, OHIO

## DEPARTMENT OF PUBLIC WORKS

Bid Safety Building Chiller Replacement

Project # 7265343

Bidder CHW Mechanical Services

5931 Wolf Creek Pk

Dayton, OH 45426

| Safety Building Chiller Replacement Re-bid (#7265343) | | | | | |
|---|---|---|---|---|---|
| Owner: Dayton OH, City of | | | | | |
| Solicitor: Dayton OH, City of | | | | | |
| 09/10/2020 12:00 PM EDT | | | | | |
| | | | | CHW Mechanical | |
| **Item Code** | **Item Description** | **UofM** | **Quantity** | **Unit Price** | **Extension** |
| SPL | Chiller Replacement, Complete, As Per Plan | LS | 1 | $397,889.00 | $397,889.00 |
| SPL | Asbestos Containing Materials Abatement Allowance | Ea | 1 | $5,000.00 | $5,000.00 |
| SPL | Permit Fees Allowance | Ea | 1 | $5,000.00 | $5,000.00 |
| **Add Alternate No. 1: Contingency Allowance** | | | | | **$35,000.00** |
| SPL | Contingency Allowance ($35,000) | LS | 1 | $35,000.00 | $35,000.00 |
| **Add Alternate No. 2: Install Fencing Around Proposed Chiller** | | | | | **$9,200.00** |
| SPL | Install Fencing Around Proposed Chiller, Complete, As Per Plan | LS | 1 | $9,200.00 | $9,200.00 |
| **Add Alternate No. 3: Removal of Existing Roof Mounted Unit** | | | | | **$14,450.00** |
| SPL | Removal of Existing Roof Mounted Cooling Tower, Complete, As Per Plan | LS | 1 | $14,450.00 | $14,450.00 |
| **Base Bid Total:** | | | | | **$407,889.00** |

## DISCLOSURE OF LITIGATION

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

RESPONSE: YES [ ] NO [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.

Bidder is

An Individual

Firm Name: CHWR Inc. dba CHW Mechanical Services

Business Address: 5931 Wolf Creek Pk. Dayton, OH 45426

Telephone: 877-859-4822

Partnership

Firm Name: _____

Members of Firm and Their Business Address: _____

Telephone: _____

Corporation

Name: CHW Mechanical Services

State of Incorporation: Ohio

Name and Title of Officers with Authority to Sign Contract: Bill Holzhauer - President, Chad Christian - Secretary, Rodney Willis - Treasurer

Home Office Address: 5931 Wolf Creek Pk. Dayton, OH 45426

Local Address: 5931 Wolf Creek Pk. Dayton, OH 45426

Telephone: 877-859-4822 Fax: 937-660-6910

E-mail: sales@chwmechanical.com

Federal I.D.# 45-4087793

Dated this 10th day of September, 2020

Bidder: CHW Mechanical Services
(Person, Firm, or Corporation)

By: [signature]

Title: Treasurer

# BID BOND

Amount $ 10% of Total Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of 10% of Total Bid 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, CHWR Inc. dba CHW Mechanical Services

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 15th day of July, 2020

CHWR Inc. dba CHW Mechanical Services

Rodney Willis Bidder Treasurer

Employers Mutual Casualty Company

Jeff Orzechowski Surety Attorney In Fact

Ralph E. Wade Insurance Agency, Inc.

Name of Insurance Agency

PO Box 217 / 775 Gardner Road, Springboro, OH 45066

Address of Insurance Agency

Telephone 937-748-2651 FAX 937-748-2900

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JEFF ORZECHOWSKI

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars .....$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of July, 2020.

Vice President

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

**Ohio Department of Insurance**

Mike DeWine - Governor

Jillian Froment - Director

# *Certificate of Compliance*

Issued 03/20/2020

Effective 04/02/2020

Expires 04/01/2021

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

EMPLOYERS MUTUAL CASUALTY COMPANY

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

**Section 3929.01 (A)**

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

EMPLOYERS MUTUAL CASUALTY COMPANY certified in its annual statement to this Department as of December 31,2019 that it has admitted assets in the amount of $3,817,653,916, liabilities in the amount of $2,242,478,851, and surplus of at least $1,575,175,065.

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

*Jillian Froment,Director*

Effective Date: August 29, 1945

Expiration Date: April 1, 2021

# State of Ohio

## Department of Insurance

### Certificate of Authority

This is to Certify, that

**EMPLOYERS MUTUAL CASUALTY COMPANY**

NAIC No. 21415

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

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

This Certificate of Authority is subject to the laws of the State of Ohio

**Mike DeWine, Governor**

*Jillian Froment, Director*

# EMPLOYERS MUTUAL CASUALTY COMPANY

717 MULBERRY STREET, DES MOINES, IOWA 50309

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS

AT DECEMBER 31, 2019

### ASSETS

| | | |
|---|---|---|
| Bonds | $ | 1,406,656,542 |
| Preferred Stocks | | 60,033,757 |
| Common Stocks | | 1,267,358,743 |
| Real Estate | | 152,798,192 |
| Cash, Cash Equivalents and Short Term Investments | | 61,308,863 |
| Other Invested Assets | | 54,404,341 |
| Investment Income Due and Accrued | | 17,535,724 |
| Premiums and Considerations | | 612,925,115 |
| Reinsurance | | 77,156,318 |
| Current Federal Income Tax Recoverable | | 2,281,456 |
| Net Deferred Tax Asset | | 14,429,252 |
| Other Assets | | 90,765,613 |
| **TOTAL ASSETS** | $ | 3,817,653,916 |

### LIABILITIES & SURPLUS

| | | |
|---|---|---|
| Losses | $ | 1,053,322,618 |
| Reinsurance Payable on Paid Loss & Loss Adjustment Expenses | | 36,188,977 |
| Loss Adjustment Expenses | | 220,241,223 |
| Contingent Commissions | | 23,491,790 |
| Other Expenses (Excluding Taxes, Licenses and Fees) | | 35,312,433 |
| Taxes, Licenses and Fees (Excluding Federal Income Taxes) | | 11,549,173 |
| Borrowed Money | | 148,567,744 |
| Unearned Premiums | | 558,880,864 |
| Ceded Reinsurance Premiums Payable (Net of Ceding Commissions) | | 74,788,363 |
| Other Liabilities | | 80,135,666 |
| **TOTAL LIABILITIES** | | 2,242,478,851 |
| Unassigned Funds (Surplus) | | 1,475,175,065 |
| Surplus Notes | | 100,000,000 |
| Surplus as Regards Policyholders | | 1,575,175,065 |
| **TOTAL LIABILITIES & SURPLUS** | $ | 3,817,653,916 |

I, Jeff Monson, Assistant VP and Director of Financial Reporting of EMPLOYERS MUTUAL CASUALTY COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities and Surplus of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Iowa.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 27th day of February, 2020.

EMPLOYERS MUTUAL CASUALTY COMPANY

Jeff Monson
Assistant VP and Director of Financial Reporting

**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, Rodney Willis hereby certify that
(print name – an Officer of the company)

CHW Mechanical Services meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

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

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

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

☑ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

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

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

By: _____
(signature)

Title: Treasurer

Date: 9/10/20

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

Health Insurance
Vacation (Paid)
Retirement (401K)

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.

Schumacher Crane
ANLP Insulation
J Phillips Welding

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

Cardinal Diversity Group

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

N/A

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

STATE OF OHIO,
COUNTY OF Montgomery ,ss:

Rodney Willis being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of CHW Mechanical Services ("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: Rodney Willis

Title: Treasurer

# CITY OF DAYTON
# CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio )
) SS:
COUNTY OF Montgomery )

Rodney Willis, being first duly sworn deposes and states that:

(1) He/she is Partner of
(owner, partner, officer, representative, or agent)

CHM Mechanical Services that
(business or organization name)

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

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

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

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

Rodney Willis
SIGNED

Treasurer
TITLE

**AFFIRMATIVE ACTION PROGRAM**
**EQUAL EMPLOYMENT OPPORTUNITY**

**PROJECT:** Dayton Safety Building Chiller Replacement 335 W. Third St.
NAME LOCATION

During the performance of this contract:

CHW Mechanical Servicus | 5931 Wolf Creek PK | 877-859-4822
CONTRACTOR | ADDRESS | TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONTRACTOR'S CERTIFICATION

CHW Mechanical Services (Contractor) certifies that:

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

| | |
|---|---|
| Electrical | |
| HVAC | |
| Plumbing | |
| | |
| | |
| | |

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:** CHW Mechanical Servius

Address: 5931 Wolf Creek PK.

City: Dayton State: OH ZIP: 45426

Telephone: 877-859-4822 Email: Sales@chwmechanical.com

Primes Base Bid $

Name of Project: Safety Building Chiller Replacement

## SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

**Name of PEP-Certified Firm:** Cardinal Diversity Group, Inc. MTSE-1114

PEP-Certified Firm's Tax ID#:

**Scope of Work to Be Performed by Certified Firm:** Electrical

| | Total Dollar Amount Towards Goal | Percentage Towards Goal | Amount to Be Paid to This PEP Firm for the Work Described: |
|---|---|---|---|
| Total Bid | $ 49,500 | % 100 | $ 49,500 |
| Materials | $ | % | $ |
| Labor | $ | % | $ |

## 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)

Rodney Willis
(Printed Name of Bidder/Proposer's Authorized Agent)

Treasurer 9/10/20
(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.***

# PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

***Instructions for Bidders/Proposers:*** *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

---

**The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner:** *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☐ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

| % SBE | % MBE | % WBE | % DLSB |
|---|---|---|---|

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

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

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation*, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

(Signature of Bidder/Offeror's Authorized Agent) (Name of Bidder/Proposer's Firm)

(Printed Name of Bidder/Offeror's Authorized Agent) (Title of Bidder/Offeror's Authorized Agent) (Date)

BACK

# City Manager's Report

7

**From** **3210 - Aviation/AP Admin & Finance**

**Date** **October 7, 2020**

**Expense Type** **Award of Contract**

**Supplier, Vendor, Company, Individual**

**Total Amount** **$3,557,738.00 thru 4/30/2022**

**Name** **J.L. Kuck General Contractors, Inc.**

**Address** **1905 South State Route 48**
**Ludlow Falls, Ohio 45339**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| Aviation Capital | 51381-3210-1425-43 | **$3,557,738.00** |

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

**Description**

**DAYTON INTERNATIONAL AIRPORT**
**SNOW REMOVAL EQUIPMENT (SRE)**
**STORAGE FACILITY RETROFIT (#DAY-2019026)**
**25.13% DBE PARTICIPATION, 23% DBE GOAL**

The SRE Storage Facility Retrofit project will retrofit the former Expo Center facility at the Dayton International Airport to storage for airport snow removal equipment. The project includes constructing the necessary site and building improvements, creating direct access to the airfield, and installing security access control devices consistent with security requirements for facilities within the Airport Operations Area.

Six (6) bids were received for this project. Based on the cost of the add alternates chosen, it is recommended that the project be awarded to the lowest and best bidder, J.L. Kuck General Contractors, Inc. The total contract amount is $3,557,738.00, including a base bid of $2,778,167.00, Add Alternate 1, the contingency of $200,000.00, Add Alternate 2 for $301,228.00, Add Alternate 3 for $91,057.00, Add Alternate 4a for $46,875.00, Add Alternate 5 for $118,465.00, and Add Alternate 6 for $21,946.00. The total time of completion is 250 days. The contract will be awarded at execution and is not expected to be financially closed until April 30, 2022.

The project is being funded with $3,357,738.00 in Federal Aviation Administration Grant and $200,000.00 in Aviation Capital. A Certificate of Funds, Tabulation of Bids, HRC Recommendation letter, and the proposal from the firm recommended for the award are attached.

Copy: Public Works/Business Office

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

# CERTIFICATE OF FUNDS

CT20-2649

**SECTION I - to be completed by User Department**

**NO DRAFT DOCUMENTS PERMITTED**

x New Contract ____ Renewal Contract ____ Change Orders

| | |
|---|---|
| Contract Start Date | 10/15/2020 |
| Expiration Date | 4/30/2022 |
| Original Commission Approval | $ 3,557,738.00 |
| Initial Encumbrance | $ 3,557,738.00 |
| Remaining Commission Approval | $ - |

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

**Required Documentation**

| | |
|---|---|
| x | Initial City Manager's Report |
| x | Initial Certificate of Funds |
| x | Initial Agreement/Contract |
| | Copy of City Manager's Report |
| | Copy of Original Certificate of Funds |

| | |
|---|---|
| Amount: $ 3,557,738.00 | Amount: |
| Fund Code 51381 - 3210 - 1425 - 43 - (Fund Org Acct Prog Act Loc) | Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc) | Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: J.L. Kuck General Contractors, Inc.

Vendor Address: 1905 South State Route 48 (Street) Ludlow Falls (City) OH (State) 45339 (Zipcode + 4)

Federal ID: 311256810

Commodity Code: 90757

Purpose: Retrofit Expo Center for use as a Snow Removal Equipment Storage Facility at the Dayton International Airport. #DAY-2019026

Contact Person: Mike Cross — Aviation/Planning & Engineering (Department/Division) — 9/21/2020 (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: 9/29/2020

Tonika Williams — CF Prepared by — Date: 9/29/2020 — CF/CT Number: CT20-2649

Dayton International Airport

# Snow Removal Equipment Storage Facility Retrofit

5/29/2020

## Bid Tabulation - Base Bid Plus Selected Alternates

| | Arcon Builders | AKA Construction Inc. | Staffco Construciton Inc. | JLKuck General Contractors | Westerheide Construction Co. | Venture One Construction | Estimate |
|---|---|---|---|---|---|---|---|
| **Base Bid** | **$ 2,714,900.00** | **$ 2,787,440.00** | **$ 2,837,000.00** | **$ 2,778,167.00** | **$ 2,876,200.00** | **$ 3,143,500.00** | **$ 3,481,000.00** |
| LED Lighting Replacement Breakout | $ 119,000.00 | $ 55,000.00 | $ 55,350.00 | $ 169,400.00 | $ 169,400.00 | $ 125,000.00 | |
| Alt. No. 1 - Contingency | $ 200,000.00 | $ 200,000.00 | $ 200,000.00 | $ 200,000.00 | $ 200,000.00 | $ 200,000.00 | $ 200,000.00 |
| Alt. No. 2 - Roadway and Gate to Airfield | $ 425,000.00 | $ 405,000.00 | $ 281,000.00 | $ 301,228.00 | $ 463,900.00 | $ 460,000.00 | $ 315,000.00 |
| Alt. No. 3 - North Aisle Slab and Trench Drain | $ 215,000.00 | $ 200,000.00 | $ 179,000.00 | $ 91,057.00 | $ 192,400.00 | $ 240,000.00 | $ 172,000.00 |
| Alt. No. 4a - Central Column Removal - One Column | $ 87,000.00 | $ 80,000.00 | $ 68,000.00 | $ 46,875.00 | $ 87,300.00 | $ 100,000.00 | $ 84,000.00 |
| Alt. No. 4b - Central Column Removal - Two Columns | $ 170,000.00 | $ 157,000.00 | $ 134,000.00 | $ 99,036.00 | $ 174,600.00 | $ 200,000.00 | $ 168,000.00 |
| Alt. No. 5 - Roadway Replacement | $ 118,000.00 | $ 93,000.00 | $ 82,000.00 | $ 118,465.00 | $ 161,000.00 | $ 200,000.00 | $ 167,000.00 |
| Alt. No. 6 - Door Access Control | $ 18,000.00 | $ 14,000.00 | $ 13,500.00 | $ 21,946.00 | $ 15,800.00 | $ 25,000.00 | $ 17,000.00 |
| Alt. No. 8 - HVAC Unit Replacement and Removal | $ 86,000.00 | $ 115,000.00 | $ 90,000.00 | $ 85,992.00 | $ 101,300.00 | $ 150,000.00 | $ 100,000.00 |
| Unit price _Geogrid | $ 8,550.00 | $ 9,500.00 | $ 38,000.00 | $ 171,000.00 | $ 19,000.00 | $ 34,998.00 | |
| **Sum: Base bid with Alt's. 1, 2, 3, 4a, 5, 6** | **$ 3,777,900.00** | **$ 3,779,440.00** | **$ 3,660,500.00** | **$ 3,557,738.00** | **$ 3,996,600.00** | **$ 4,368,500.00** | **$ 4,436,000.00** |
| Order Low to High | 3 | 4 | 2 | 1 | 5 | 6 | |

Recomended for award

MEMORANDUM | DAYTON

May 22, 2020

**TO:** Gil Turner, Director
Department of Aviation

**FROM:** Chrisondra Goodwine, Contract Compliance Officer C. G.
Human Relations Council (HRC)

**SUBJECT:** **DAY Snow Removal Equipment Storage Facility Retrofit (23% DBE Participation Goal) Project**

The apparent low bidder, J.L. Kuck General Contractors, Inc., submitted a bid utilizing three (3) DBE-certified contractor to meet 11.68% DBE project's participation. The HRC has verified that J.L. Kuck General Contractors, Inc., did not achieve the 23% DBE participation goal at the time of the bid opening. J.L. Kuck General Contractors, Inc., did not submit supporting Good Faith Efforts documentation with their bid package. After the bid opening, J.L. Kuck General Contractors, Inc., submitted a corrections Letter of Intent form, for W.C. Jones Asphalt Paving Co., and an additional Letter of Intent form, for Mad River Construction. The additional submitted information, achieved 25.13% DBE participation.

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

| PRIME CONTRACTOR | AMOUNT OF BASE BID | |
|---|---|---|
| **J.L. Kuck General Contractors, Inc.,** | **$2,778,167.00** | |
| CERTIFIED BUSINESS PARTICIPATION | COMMITTED DOLLAR AMT | % TOWARD GOAL |
| **PL Mechanical, LLC** | **$176,443.00** | **6.35% DBE** |
| **Mad River Construction** | **$421,670.00** | **15.18% DBE** |
| **Security Fence Group Inc.** | **$52,483.00** | **1.89% DBE** |
| **W.C. Jones Asphalt Paving Co.,** | **$47,630.00** | **1.71% DBE** |
| | TOTAL COMMITTED PARTICIPATION | **25.13% DBE** |

The HRC has verified that J.L. Kuck General Contractors, Inc., is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

Should the awarding department move forward with J.L. Kuck General Contractors, Inc., the attached Letters of Intent should be included with the contract agreement. Contract compliance will

include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1405.

CAG

# DBE PARTICIPATION FORM (LETTER OF INTENT)

*Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

**SECTION 1: BIDDER INFORMATION**

**Name of Bidder's Firm:** J.L. Kuck General Contractors

Address: P.O. Box. 160

City: Ludlow Falls State: OH ZIP: 45339

Telephone: 937-469-1746 Email: chris@jlkuck.com

**SECTION 2: DBE FIRM & PARTICIPATION INFORMATION**

**Name of DBE Firm:** PL Mechanical, LLC

DBE Firm's Tax ID#: 272447042

Address: 1303 Stanley Ave

City: Dayton State: Oh ZIP: 45404

Telephone: 937-626-8817 Email: info@plmechanical.com

**Name of Project:** DIA Snow Removal Equipment Storage Facility

| **Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*:** | **Amount to Be Paid to This DBE Firm for the Work Described*:** |
|---|---|
| Base Bid: Plumbing | $ 176,443.00 |
| Alternate #1: | $ |
| Alternate #2: | $ |
| Alternate #3: | $ |

** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.*

**SECTION 3: AFFIRMATIONS**

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

(Signature of Bidder's Authorized Agent)

Todd L. Kuck

(Printed Name of Bidder's Authorized Agent)

V. P. 4-30-2020

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

# DBE PARTICIPATION FORM (LETTER OF INTENT)

*Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

## SECTION 1: BIDDER INFORMATION

**Name of Bidder's Firm:** J.L. Kuck General Contractors, Inc.

Address: P.O. Box 160

Ludlow Falls, Ohio 45339

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

## SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

**Name of DBE Firm:** Mad River Construction

DBE Firm's Tax ID#: 20-8201848

Address: 4806 Sheller Avenue

City: Dayton State: OH ZIP: 45432

Telephone: 937-271-6075 Email: K.Whiteaker@Att.Net

**Name of Project:** Dayton Airport - Equipment Storage

| **Type(s) of Work to Be Performed by This DBE Firm if Bidder is Awarded*:** | **Amount to Be Paid to This DBE Firm for the Work Described*:** |
|---|---|
| Base Bid: Painting | $ 103,050.00 |
| Alternate #1: | $ |
| Alternate #2: | $ |
| Alternate #3 | $ |

** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.*

## SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Todd L Kuck

(Printed Name of Bidder's Authorized Agent)

VP 4-30-20

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

# DBE PARTICIPATION FORM (LETTER OF INTENT)

***Instructions for Bidders:*** *Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

## SECTION 1: BIDDER INFORMATION

**Name of Bidder's Firm:** J.L. Kuck General Contractors, Inc.

Address: P.O. Box 160

City: Ludlow Falls, Ohio 45339 State: _____ ZIP: _____

Telephone: 937-836-0081 Email: chris@jlkuck

## SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

**Name of DBE Firm:** Security Fence Group Inc.

DBE Firm's Tax ID#: 31-1276340

Address: 4260 Dane Ave.

City: Cincinnati State: OH ZIP: 45223

Telephone: (513) 681-3700 Email: cfrankenstein@sfence.com

**Name of Project:** DIA Snow Removal Equipment Storage Facility Retrofit

| **Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*:** | **Amount to Be Paid to This DBE Firm for the Work Described*:** |
|---|---|
| Base Bid: Fence, Guardrail | $ 52,483.00 |
| Alternate #1: | $ |
| Alternate #2: Fence, Electric Operated Gate, Security Fence | $ 83,160.00 |
| Alternate #3: | $ |

**** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.***

## SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Todd L. Kuck

(Printed Name of Bidder's Authorized Agent)

V.P. 4-30-20

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

# DBE PARTICIPATION FORM (LETTER OF INTENT)

*Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

## SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: ~~J.L. Kuck General Contractors, Inc.~~

Address: P.O. Box 160

City: Ludlow Falls, Ohio 45339 State: ZIP:

Telephone: 937-836-0081 Email: Chris@JLKuck.com

## SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: W. C. Jones Asphalt Paving Co., Inc.

DBE Firm's Tax ID#: 31-0955590

Address: 905 S. Broadway Street

City: Dayton State: Ohio ZIP: 45417

Telephone: 937-228-1253 / 937-313-4695 Email: leo.lucas1@wcjonesasphalt.com

Name of Project: DIA Snow Removal Equipment Storage Facility

| Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*: | Amount to Be Paid to This DBE Firm for the Work Described*: |
|---|---|
| Base Bid: Asphalt | $ 47,630.00 |
| Alternate #1: | $ |
| Alternate #2: | $ |
| Alternate #3: | $ |

** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.*

## SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Todd L. Kuck

(Printed Name of Bidder's Authorized Agent)

V.P. 4-30-20

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

# DBE PARTICIPATION FORM (LETTER OF INTENT)

*Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

## SECTION 1: BIDDER INFORMATION

**Name of Bidder's Firm:** J.L. Kuck General Contractors, Inc.

Address: P.O. Box 160

City: Ludlow Falls, Ohio 45339 State: _____ ZIP: _____

Telephone: _____ Email: _____

## SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

**Name of DBE Firm:** Mad River Construction

DBE Firm's Tax ID#: 20-8201848

Address: 4806 Sheller Avenue

City: Dayton State: OH ZIP: 45432

Telephone: 937-271-6075 Email: K.Whiteaker@att.net

**Name of Project:** Dayton Airport - Equipment Storage

| Type(s) of Work to Be Performed by This DBE Firm If Bidder is Awarded*: | Amount to Be Paid to This DBE Firm for the Work Described*: |
|---|---|
| Base Bid: Roofing | $ 301,485.00 |
| Alternate #1: | $ |
| Alternate #2: | $ |
| Alternate #3: | $ |

** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.*

## SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Todd L Kuck

(Printed Name of Bidder's Authorized Agent)

V.P. 4-30-20

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

# DBE PARTICIPATION FORM (LETTER OF INTENT)

*Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

**SECTION 1: BIDDER INFORMATION**

**Name of Bidder's Firm:** J.L. Kuck General Contractors

Address: 1905 South St. Rt. 48

City: Ludlow Falls State: OH ZIP: 45339

Telephone: 937-836-0081 Email: Chris@JLKuck.com

**SECTION 2: DBE FIRM & PARTICIPATION INFORMATION**

**Name of DBE Firm:** Mad River Construction

DBE Firm's Tax ID#: 20-8201848

Address: 4806 Sheller Avenue

City: Dayton State: OH ZIP: 45432

Telephone: 937-271-6075 Email: Kowhiteaker@Att.Net

**Name of Project:** Dayton Airport Snow Removal Storage Facility

| Type(s) of Work to Be Performed by This DBE Firm if Bidder is Awarded*: | Amount to Be Paid to This DBE Firm for the Work Described*: |
|---|---|
| Base Bid: Column Protectors | $ 17,135.00 |
| Alternate #1: | $ |
| Alternate #2: Concrete Jersey Barriers | $ 10,560.00 |
| Alternate #3: | $ |

** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.*

**SECTION 3: AFFIRMATIONS**

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

(Signature of Bidder's Authorized Agent)

Todd L Kuck

(Printed Name of Bidder's Authorized Agent)

VP 4-30-20

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

# CITY OF DAYTON, OHIO

## DEPARTMENT OF PUBLIC WORKS

**Bid** DAYTON INTERNATIONAL AIRPORT

SNOW REMOVAL EQUIPMENT (SRE)

STORAGE FACILITY (RETROFIT)

3900 MCCAULEY DRIVE

VANDALIA, OH 45377

**Bidder** J.L. KUCK GENERAL CONTRACTORS, INC.

P.O. BOX 160

LUDLOW FALLS, OH 45339

DIA Snow Removal Equipment Storage Facility (Retrofit)?#DAY-2019026 (#6923001)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
04/30/2020 12:00 PM EDT
Engineer's Estimate of Cost: $4,620,000.00

| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | JLKuck General Contractors Unit Price | Extension |
|---|---|---|---|---|---|---|---|
| Base Bid | 1 | 1 | Base Bid | Lump | 1 | $2,778,167.00 | $2,778,167.00 |
| Alternate No. 1 Contingency Allowance | 3 | 1 | Contingency Allowance ($200,000) | Lump | 1 | $200,000.00 | $200,000.00 |
| Alternate No. 2 Roadway and Gate to Airfield | 4 | 1 | Alternate No. 2 Bid | Lump | 1 | $301,228.00 | $301,228.00 |
| Alternate No. 3 North Aisle Slab and Trench Drain | 5 | 1 | Alternate No. 3 Bid | Lump | 1 | $91,057.00 | $91,057.00 |
| Alternate No. 4a Central Column Removal - One Column | 6 | 1 | Alternate No. 4a Bid - One Column | Lump | 1 | $46,875.00 | $46,875.00 |
| Alternate No. 4b Central Column Removal - Two Columns | 8 | 2 | Alternate No. 4b Bid - Two Columns | Lump | 1 | $99,036.00 | $99,036.00 |
| Alternate No. 5 Roadway Replacement | 9 | 1 | Alternate No. 5 Bid | Lump | 1 | $118,465.00 | $118,465.00 |
| Alternate No. 6 Door Access Control | 10 | 1 | Alternate No. 6 Bid | Lump | 1 | $21,946.00 | $21,946.00 |
| Alternate No. 8 HVAC Unit Replacement and Removal | 11 | 1 | Alternate No. 8 Bid | Lump | 1 | $85,992.00 | $85,992.00 |
| Unit Price No. 1 Geogrid | 13 | UP-1 | Geogrid - Subgrade Stabalization (Small Aperture Geogrid/Tirangular Aperture) As Directed by Engineer up to 3,800 SY | SY | 3800 | $45.00 | $171,000.00 |

## DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☑

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

Bidder is

An Individual

Firm Name _____

Business Address _____

Telephone _____

Partnership

Firm Name _____

Members of Firm and

Their Business Address _____

_____

_____

Telephone _____

Corporation

Name J.L. KUCK GENERAL CONTRACTORS, INC.

State of Incorporation OHIO

Name and Title of

Officers with Authority

to Sign Contract JOHN L. KUCK/PRESIDENT

TODD L. KUCK/V.P.

Home Office Address 1905 SOUTH STATE ROUTE 48, LUDLOW FALLS, OH 45339

Local Address SAME

Telephone (937) 836-0081 Fax (937) 836-4892

E-mail todd@jlkuck.com

Federal I.D.# 31-1256810

Dated this 30TH day of APRIL, 2020

Bidder: _____

(Person, Firm, or Corporation)

By: TODD L. KUCK

Title: VICE PRESIDENT

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, TODD L. KUCK / V.P. hereby certify that
(print name – an Officer of the company)

J.L. KUCK GENERAL CONTRACTORS, INC. meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

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

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

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

☑ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

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

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

By: _____
(signature)

Title: VICE PRESIDENT

Date: 04/30/2020

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

SEE ATTACHED

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.

SEE ATTACHED

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

R&J CONSTRUCTION - MASONRY

A1 SPRINKLER - FIRE PROTECTION

TRAME - HVAC

CALVIN ELECTRIC - ELECTRIC

FOUNDATION STEEL - STRUCTURAL STEEL

PL MECHANICAL - PLUMBING

MAD RIVER CONST. - PAINTING/ROOFING

W.C. JONES ASPHALT PAVING - PAVING

SECURITY FENCE GROUP - FENCING

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

W.C. JONES ASPHALT PAVING CO. _____

PL MECHANICAL _____

MAD RIVER CONSTRUCTION _____

SECURITY FENCE _____

_____

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

N/A _____

_____

_____

_____

_____

Local 136

# INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS
## MONROE OFFICE – SOUTHWEST AREA

Local 136

**ZONE 1** - Work being done in the following OHIO COUNTIES: Champaign, Clark, Darke, Greene, Logan, Montgomery, Miami, Preble and Shelby

| CBA CODE | WORK CLASS | JOB CLASSIFICATION | TAXABLE HOURLY RATE | WORKING DUES ASSESSMENT | PAYROLL DEDUCTIONS | NON-TAXABLE BENEFIT RATE | |
|---|---|---|---|---|---|---|---|
| | | | | | HOURS WORKED | H & W HOURS WORKED | OTHER FUNDS HOURS WORKED |
| | | | | 1 | 2 | 3 | 4 |
| 220 | JRNY | Journeyman | $27.29 | 3.50% | $0.58 | $7.33 | $9.10 |
| 220 | JRNY | Foreman | $28.79 | 3.50% | $0.58 | $7.33 | $9.10 |
| 220 | JRNY | General Foreman | $29.29 | 3.50% | $0.58 | $7.33 | $9.10 |
| 220 | A60-1 | 1st Three Months – 60% | $16.37 | 3.50% | 00 | 00 | 00 |
| 220 | A60-2 | 2nd Three Months – 60% | $16.37 | 3.50% | $0.58 | $7.33 | $2.15 |
| 220 | A60 | 2nd Six Months – 60% | $16.37 | 3.50% | $0.58 | $7.33 | $2.15 |
| 220 | A65 | 3rd Six Months – 65% | $17.74 | 3.50% | $0.58 | $7.33 | $2.15 |
| 220 | A65 | 4th Six Months – 65% | $17.74 | 3.50% | $0.58 | $7.33 | $2.15 |
| 220 | A70 | 5th Six Months – 70% | $19.10 | 3.50% | $0.58 | $7.33 | $9.10 |
| 220 | A75 | 6th Six Months – 75% | $20.47 | 3.50% | $0.58 | $7.33 | $9.10 |
| 220 | A80 | 7th Six Months - 80% | $21.83 | 3.50% | $0.58 | $7.33 | $9.10 |
| 220 | A85 | 8th Six Months – 85% | $23.20 | 3.50% | $0.58 | $7.33 | $9.10 |

Remittance Report Line Number

**Future Increases:**

EMPLOYER PAID CONTRIBUTIONS

| Work Class | Health & Welfare | Pension | Annuity | Apprentice | Contractor Dues-CAP | UBC National Fund | LMCC | UBC Programs | Market Recovery Fund | Working Dues Assessment | COPE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| JRNY | $7.33 | $6.95 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |
| A60-1 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | 3.5% | $.00 |
| A60-2 | $7.33 | $0.00 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |
| A60 | $7.33 | $0.00 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |
| A65 | $7.33 | $0.00 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |
| A65 | $7.33 | $0.00 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |
| A70 | $7.33 | $6.95 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |
| A75 | $7.33 | $6.95 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |
| A80 | $7.33 | $6.95 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |
| A85 | $7.33 | $6.95 | $1.40 | $0.38 | $0.25 | $0.10 | $0.02 | $0.05 | $0.50 | 3.5% | $.03 |

**The total Employer Contributions and Employee Payroll Deductions shall be made payable to OVCFBF/KEY BANK forward to P.O. Box 74568, CLEVELAND, OHIO 44194-4568.**
**Contact the Monroe office if you need further information, 513-539-2759.**

# Local 132 OPCMIA

2951 Bluefield Ave.
Dayton, OH 45414
937-279-0262 Office / 937-279-3127 Fax


## Wage Sheet

**Dayton Cement Masons**
**June 1, 2019 - May 31, 2020**

### Journeyman

| | |
|---|---|
| Base Rate | $23.93 |
| Pension | $6.65 |
| Health & Welfare | $7.50 |
| Annuity | $2.25 |
| Apprenticeship | $0.70 |
| Promotional/Marketing Fund | $0.15 |
| Safety & Personnel Fund | $0.25 |
| International Training Fund | $0.05 |
| CISAP/Drug Testing Policy | $0.10 |
| Total Package | $41.58 |

**Deductions:**
Dues Check Off - 5% of Total Package = $2.08

Foreman Base Rate - $25.43
General Foreman Base Rate - $25.93

### Apprentices

| | | |
|---|---|---|
| 1st Year - | 70% of Journeyman Base Rate | $16.75 |
| 2nd Year - | 80% of Journeyman Base Rate | $19.14 |
| 3rd Year - | 90% of Journeyman Base Rate | $21.54 |

All Apprentice contributions & deductions are the same as Journeyman.

**Increases:**

| 2017 - 2018 | 2018 - 2019 | 2019 - 2020 |
|---|---|---|
| $1.00 | $0.95 | $0.95 |

### Jurisdiction

**Ohio:** Champaign, Clark, Clinton, Darke, Greene, Miami, Montgomery, Preble and Shelby.

# Laborers' International Union of North America
## Local No: 1410
AFFILIATE OF THE LABORERS' DISTRICT COUNCIL OF OHIO


**Teddy Baker** Business Manager
**Joseph J. W. Barnes** Secretary-Treasurer
**Jerry White** President
**Jason Lautensleger** Vice President
**Joshua Blessing** Recording Secretary
**Ronald Carter** Executive Board
**Bret Fleckenstein** Executive Board
**Pamela Hupp** Auditor
**Corey White** Auditor
**John Barnes** Auditor
**Jonathon White** Sergeant of Arms


## BUILDING WAGE RATES

| | 6/01/19 | 04/01/20 | 05/01/20 |
|---|---|---|---|
| RATE A<br>Building & Construction Laborers, Railroad Laborers, Asbestos and Hazardous Waste (Levels A, B, C, & D), Concrete Crew, Form Setter, Pipelayer, Bottom Man, Burner (Cutting Torch), Welder Helper, all Machine and Power Driven Tools, Sandblaster | 25.90 | 27.40 | 27.30 |
| RATE B<br>Mason Tender for Bricklayers, Flexicore, Firebrick Tender (Blast Furnaces, Soaking Pits, Stoves & Stacks), Plasterer Tenders and Lathers | 26.50 | 28.00 | 27.90 |
| RATE C<br>Tender Operator, Forklift/Skidsteer operation, CDL driver | 27.00 | 28.50 | 28.40 |

**Labor Foreman is $.50 above the highest classified labor rate.**
**General Laborer Foreman is $1.00 above the highest classified labor rate.**

The following rates for Apprentices is the percentage of whichever rate applies, laborer scale or tender scale:

| | |
|---|---|
| RATE D<br>Apprentice (1-1000 hours) | 60% of scale |
| RATE E<br>Apprentice (1001 - 2000 hours) | 70% of scale |
| RATE F<br>Apprentice (2001 - 3000 hours) | 80% of scale |
| RATE G<br>Apprentice (3001 - 4000 hours) | 90% of scale |

**There is a working dues deduction of 4% of gross wages and $.35 an hour LDC Dues Deduction.**

**FRINGE BENEFITS**
(Paid on All Hours Worked)

**Any increase in the Fringe Benefits during the period of this Agreement shall be diverted from the wages.**

| | 6/01/19 | 4/01/20 | 5/01/20 |
|---|---|---|---|
| Health & Welfare | 7.00 | 7.00 | 7.00 |
| Pension | 3.70 | 3.70 | 3.80 |
| Training & Apprenticeship | .40 | .40 | .40 |
| LECET | .10 | .10 | .10 |
| Industry Fund (non-irrevocable fund) | .25 | .25 | .25 |


Phone: 937.254.6172 Fax: 937.254.9949
2228 E. Third St, Dayton, OH 45403


LiUNA!

# 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 Miami ,ss:

Todd L. Kuck being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of J.L. Kuck General Contractors, 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: Vice President

# CITY OF DAYTON
# CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio )
COUNTY OF Miami ) SS:
)

Todd L. Kuck, being first duly sworn deposes and states that:

(1) He/she is Vice President of
(owner, partner, officer, representative, or agent)
J.L. Kuck General Contractors, that
(business or organization name)

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

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

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

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

SIGNED

Vice President
TITLE

**BID BOND**

Amount $ 277,816.00

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, J.L. Kuck General Contractors, Inc.

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 23rd day of April, 20 20.

J.L. Kuck General Contractors, Inc.

Bidder

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Merchants Bonding Company (Mutual)

Nicole A. Laber Surety Attorney-in-Fact

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, OH 45401

Address of Insurance Agency

Telephone 937-228-4135 FAX 212-948-6397

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

**Ohio Department of Insurance**

Mike DeWine - Governor

Jillian Froment - Director

# *Certificate of Compliance*

Issued 03/20/2020

Effective 04/02/2020

Expires 04/01/2021

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

MERCHANTS BONDING COMPANY (MUTUAL)

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

**Section 3929.01 (A)**

Fidelity

Other Liability

Surety

MERCHANTS BONDING COMPANY (MUTUAL) certified in its annual statement to this Department as of December 31,2019 that it has admitted assets in the amount of $265,319,464, liabilities in the amount of $102,628,634, and surplus of at least $162,690,830.

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

*Jillian Froment,Director*

MERCHANTS
BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda L Brumbaugh; Brenda G Taylor; David E Griffin; David G Eveleigh; Debra D Brummett; Jennifer Eddy; Jennifer L Salm; Katherine J Scarberry; Lisa Dawson-Knight; Michelle A Demmitt; Nicholas J Bertke; Nicole A Laber

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of April, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

## ITEM 116 TIME

**116.01 Time of Essence**
**116.02 Time Extensions**
**116.03 Critical Path**
**116.04 Extension Sole Remedy**
**116.05 Time for Contract Completion**
**116.06 Liquidated Damages**

**116.01 Time of Essence.** Time is of the essence to the Contract Documents and all obligations thereunder. By executing the Contract Form, the Contractor acknowledges that the time for Contract Completion is, and by signing the Construction Schedule and Project Schedule, if applicable, that any specified milestone completion dates are, reasonable taking into consideration the usual weather and other conditions prevailing in the locality of the Project. The Contractor agrees that the Notice to Proceed shall establish the date for commencement of the Work. The Contractor agrees that the City has entered into, or may enter into, agreements or representations for use of all or part of the Project based upon the Contractor achieving Final Acceptance within the time for Contract Completion. The Contractor agrees that the Work will be prosecuted in a reasonable, efficient and economical sequence, in cooperation with the Engineer and in the order and time as provided in the current Construction Schedule and Project Schedule, if applicable. The Contractor shall perform the Work so as not to interfere with, disrupt, hinder, delay or impact the Work of other Persons on the Project and of such other Persons' Subcontractors and Material Suppliers. The Contractor agrees that the possibility that the Contractor may be subject to interference, disruption, hindrance, delay or impact in the progress of the Work from any and all causes is within the contemplation of the Contractor and the City and that the sole remedy for such interference, disruption, hindrance, delay or impact shall be an extension of time granted pursuant to 116.02, except where the Contractor establishes such interference, disruption, hindrance, delay, or impact was proximately caused by an improper action or failure to act by the Owner, in which case the Contractor may be entitled to additional compensation.

**116.02 Time Extensions.** If the Contractor is interfered with, disrupted, hindered, delayed or impacted at any time in the progress of the Work by any of the following causes, the time for Contract Completion shall be extended for such reasonable time which the Authorized Representative determines, in consultation with the Engineer, has been caused by the interference, disruption, hindrance, delay, or impact in the Work:

(a) Due to suspension of the Work for which the Contractor is not responsible; unusually severe weather conditions not normally prevailing in the particular season; labor dispute, excluding informational pickets; fire; or flood; or

(b) Due to any unforeseeable cause beyond the control and without fault or negligence of the Contractor;

(c) The Contractor shall request any extension of time pursuant to 117.01 through 117.11.

completion of the Project occurs which is caused by the City and the Contractor concurrently, the applicable Liquidated Damages shall be apportioned, and the specific number of Days for which the City is solely responsible for shall be deducted from the total number of Days of the concurrent delay used in calculating the Liquidated Damages and the Contractor shall pay Liquidated Damages for the remaining number of Days of delay. In addition to the amounts specified above, the City may charge the Contractor for all inspection regardless of any time extension.

**AFFIRMATIVE ACTION PROGRAM**
**EQUAL EMPLOYMENT OPPORTUNITY**

**PROJECT:** DIA Snow Removal Equipment (SRE) Storage Facility (Retrofit) 3900 McCauley Drive Vandalia, Ohio 45377

NAME LOCATION

During the performance of this contract:

J.L. Kuck General Contractors, Inc. P.O. Box 160, Ludlow Falls, Oh 45339 937-836-0081/937-836-4892

CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONTRACTOR'S CERTIFICATION

J.L. Kuck General Contractors, Inc. (Contractor) certifies that:

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

| | |
|---|---|
| Concrete Finishers | Electricians |
| Carpenters | Iron Workers |
| Laborers | |
| Masons | |
| HVAC | |
| Fire Supression | |

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**

# DEMONSTRATION OF GOOD FAITH EFFORTS FORM

***Instructions for Bidders:*** *Submit one executed copy of this form with your Bid, along with:*

- *An executed DBE Participation Form (Letter of Intent) for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal, and*
- *Documentation of your good faith efforts, if applicable.*

## SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

**The undersigned Bidder has satisfied the DBE participation requirements of the Bid Specification in the following manner:**

*(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)*

☒ **The Bidder has secured enough DBE participation to meet or exceed the project's DBE participation goal.**

The Bidder is committed to a minimum of 23 % DBE participation on this project, as described on the enclosed DBE Participation Form(s).

☐ **The Bidder made good faith efforts to meet the project's DBE participation goal but was unable to do so.**

However, the Bidder is committed to a minimum of _____% DBE participation on this project, as described on the enclosed DBE Participation Form(s). The Bidder is also enclosing documentation of its good faith efforts with this Bid.

## SECTION 2: BIDDER'S SIGNATURE

(Signature of Bidder's Authorized Agent) — (Date) 04/30/2020

Todd L. Kuck
(Printed Name of Bidder's Authorized Agent)

Vice President
(Title of Bidder's Authorized Agent)

J.L. Kuck General Contractors, Inc.
(Bidding Firm's Name)

# DBE PARTICIPATION FORM (LETTER OF INTENT)

*Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

## SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: ~~J.L. Kuck General Contractors, Inc.~~

Address: P.O. Box 160

City: Ludlow Falls, Ohio 45339 State: ZIP:

Telephone: 937-836-0081 Email: Chris@jlkuck.com

## SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

**Name of DBE Firm:** W. C. Jones Asphalt Paving Co., Inc.

DBE Firm's Tax ID#: 31-0955590

Address: 905 S. Broadway Street

City: Dayton State: Ohio ZIP: 45417

Telephone: 937-228-1253 / 937-313-4695 Email: leo.lucas1@wcjonesasphalt.com

**Name of Project:** DIA Snow Removal Equipment Storage Facility

| **Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*:** | **Amount to Be Paid to This DBE Firm for the Work Described*:** |
|---|---|
| Base Bid: | $ |
| Alternate #1: | $ |
| Alternate #2: | $ |
| Alternate #3: | $ |

** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.*

## SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Todd L. Kuck

(Printed Name of Bidder's Authorized Agent)

V.P. 4-30-20

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

# DBE PARTICIPATION FORM (LETTER OF INTENT)

*Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

## SECTION 1: BIDDER INFORMATION

**Name of Bidder's Firm:** J.L. Kuck General Contractors

Address: P.O. Box. 160

City: Ludlow Falls State: OH ZIP: 45339

Telephone: 937-469-1746 Email: chris@jlkuck.com

## SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

**Name of DBE Firm:** PL Mechanical, LLC

DBE Firm's Tax ID#: 272447042

Address: 1303 Stanley Ave

City: Dayton State: Oh ZIP: 45404

Telephone: 937-626-8817 Email: info@plmechanical.com

**Name of Project:** DIA Snow Removal Equipment Storage Facility

| Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*: | Amount to Be Paid to This DBE Firm for the Work Described*: |
|---|---|
| Base Bid: Plumbing | $ 272,000.00 |
| Alternate #1: | $ |
| Alternate #2: | $ |
| Alternate #3: Trench Drain Addition | $ 75,000.00 |

** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.*

## SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Todd L. Kuck

(Printed Name of Bidder's Authorized Agent)

V. P. 4-30-2020

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

# DBE PARTICIPATION FORM (LETTER OF INTENT)

***Instructions for Bidders:*** *Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.*

## SECTION 1: BIDDER INFORMATION

**Name of Bidder's Firm:** J.L. Kuck General Contractors, Inc.

Address: P.O. Box 160

City: Ludlow Falls, Ohio 45339 State: _____ ZIP: _____

Telephone: 937-836-0081 Email: Chris@jlkuck

## SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

**Name of DBE Firm:** Security Fence Group Inc.

DBE Firm's Tax ID#: 31-1276340

Address: 4260 Dane Ave.

City: Cincinnati State: OH ZIP: 45223

Telephone: (513) 681-3700 Email: cfrankenstein@sfence.com

**Name of Project:** DIA Snow Removal Equipment Storage Facility Retrofit

| **Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*:** | **Amount to Be Paid to This DBE Firm for the Work Described*:** |
|---|---|
| Base Bid: Fence, Guardrail | $ 52,483.00 |
| Alternate #1: | $ |
| Alternate #2: Fence, Electric Operated Gate, Security Fence | $ 83,160.00 |
| Alternate #3: | $ |

**** IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.***

## SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Todd L. Kuck

(Printed Name of Bidder's Authorized Agent)

V.P. 4-30-20

(Title of Bidder's Authorized Agent) (Date)

***IF THE BIDDER 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.***

**Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States, or;
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

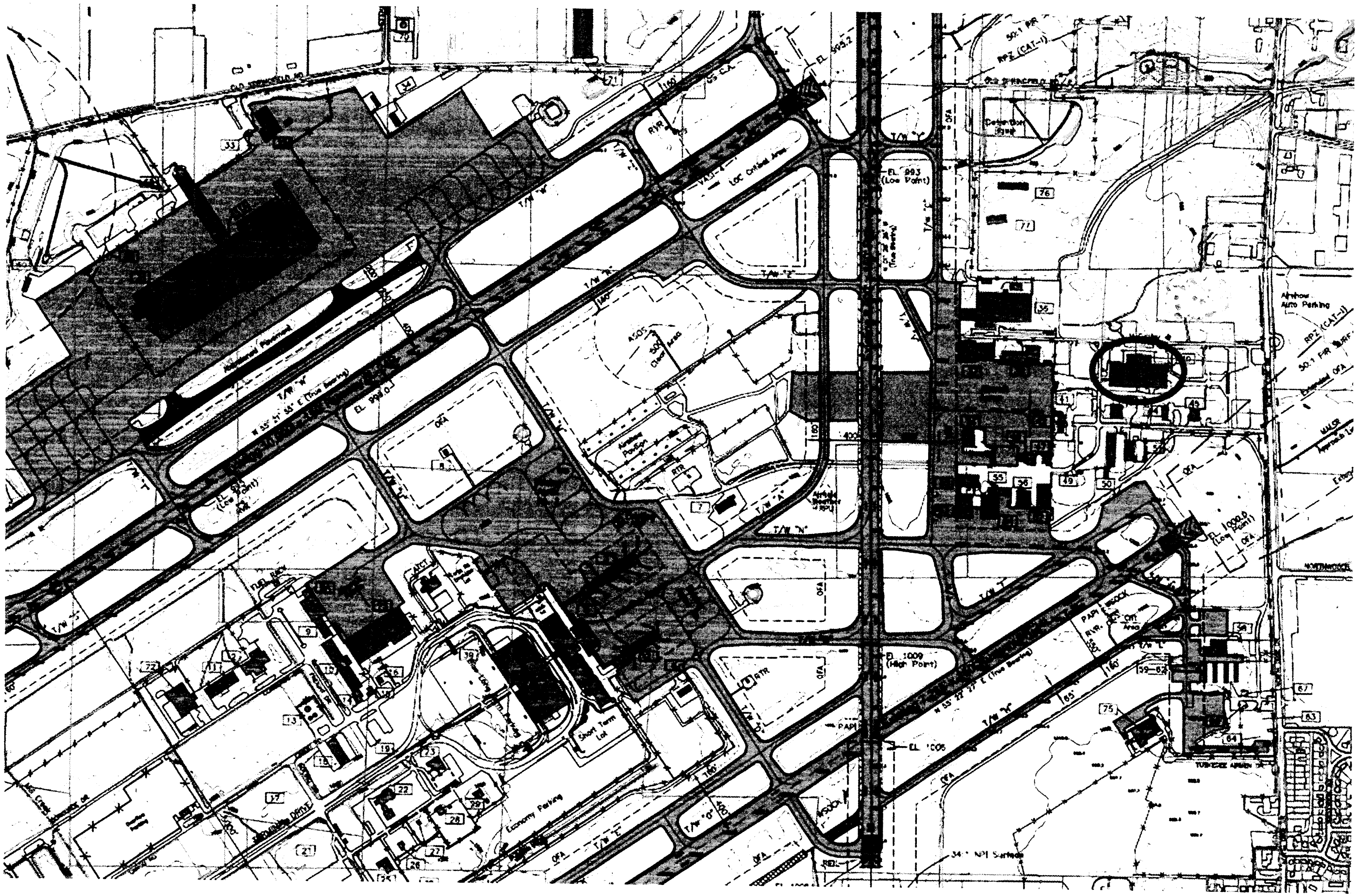
**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| 04/30/2020 | |
| Date | Signature |
| J.L. KUCK G.C. | V.P. |
| Company Name | Title |

# Location Map



# SRE STORAGE FACILITY

DAYTON INTERNATIONAL AIRPORT

BACK

8.

# City Manager's Report

**From** **3460 - Water/Water Reclamation**

**Date** **October 7, 2020**

**Expense Type** **Other (See Description Below)**

**Total Amount** **$ 290,341.60 (thru 10/31/2021)**

**Supplier, Vendor, Company, Individual**

**Name** **Cargill, Inc.**

**Address** **Tate & Lyle Ingredients Americas, LLC**
**3201 Needmore Rd., Dayton, Ohio 45414**
**5600 Brentlinger Rd., Dayton, Ohio 45414**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| 2020 Sanitary Capital Fund | 55003-3460-22606-54 | $290,341.60 |

**Includes Revenue to the City** (●) Yes ( ) No **Affirmative Action Program** (●) Yes ( ) No ( ) N/A

**Description**

**HYDROGEN SULFIDE CONTROL STUDY AND REIMBURSEMENT AGREEMENT**
**THIRD AMENDMENT**

The Department of Water requests permission to enter into a Third Amendment with Cargill, Inc., and Tate & Lyle Ingredients Americas, LLC. This Third Amendment will extend the term of the Agreement and cover additional services/ work needed to continue and complete the Hydrogen Sulfide Control Study. Purchase orders are being requested to cover expenses in the amount of $252,781.12 with an additional amount of $37,560.48 being requested to conduct new alternatives for the total agreement amount of $290,341.60. The City will receive reimbursements for its expenses in the amount of $144,885.36 from Cargill, Inc. and $109,617.04 from Tate & Lyle Ingredients Americas, LLC, as identified on the Certificates of Revenue.

The original Agreement was approved on July 25, 2018 in the amount of $731,807.13. The First Amendment was approved on December 12, 2018 and increased the Reimbursement Agreement amount to $1,311,807.13. This Second Amendment was approved July 19, 2019 and increased the Reimbursement Agreement amount to $2,033,234.57. This Third Amendment will increase the Reimbursement Agreement amount to $2,323,576.17.

The Third Amendment shall begin upon execution and will terminate on October 31, 2021.

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

Certificates of Revenue, a copy of the Reimbursement Agreement, and copies of the Requisitions are attached.

**Signatures/Approval**

Division
Michael Powell Digitally signed by Michael Powell Date: 2020.09.30 12:23:09 -04'00'

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 10/2019
*Digital Version Updated 04/2020*

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name Cargill Inc.

Address 3201 Needmore Rd.

City Dayton State OH Zip+4 45414 -

Customer # @00005919 Address Location # 3201 Needmore Rd. Dayton, OH 45414

Federal ID#

*Revenue Information:* Fund 55003 Organization 3460 Revenue 22606 Program 54

*Contract Information:* Contract Start Date 11/01/2020 Contract Expiration Date 10/31/2021

*Billing Information:* Rate: Arrears X Pre-bill

Monthly (1st month of billing) November 2020

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date Rate Change Amount

*Description of Services (wording on invoice):* Part of the Hydrogen Sulfide Control Study Plan. Reimbursement by Cargill will be $144,885.36.

Departmental Approval Michael Powell Digitally signed by Michael Powell Date: 2020.09.24 20:24:23 -04'00'

## TO BE COMPLETED BY FINANCE

City Reference Number 4-5919 Auditor D. Billy Date 9-25-2020

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

Director of Finance

(Rev 4/30/2008)

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name Tate & Lyle Ingredients Americas, LLC

Address 5600 Brentlinger Rd.

City Dayton State OH Zip+4 45414 -

Customer # @00005918 Address Location # 5600 Brentlinger Rd. Dayton, OH 45414

Federal ID#

*Revenue Information:* Fund 55003 Organization 3460 Revenue 22606 Program 54

*Contract Information:* Contract Start Date 11/01/2020 Contract Expiration Date 10/31/2021

*Billing Information:* Rate: Arrears X Pre-bill

Monthly (1st month of billing) November 2020

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date Rate Change Amount

*Description of Services (wording on invoice):* Part of the Hydrogen Sulfide Control Study Plan. Reimbursement by Tate & Lyle will be $109,617.04.

Departmental Approval Michael Powell Digitally signed by Michael Powell Date: 2020.09.24 20:24:59 -04'00'

## TO BE COMPLETED BY FINANCE

City Reference Number 4-5918 Auditor D. Billy Date 9-25-2020

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

Director of Finance

(Rev 4/30/2008)

# Procurement Requisition Form

**PO:**

| | | | |
|---|---|---|---|
| **Date:** | 9/21/2020 | **Requisition #:** | WT0WT343 |
| **Price Agmt Ref #:** | | **PY PO #:** | P1901030 |

**DEPARTMENT INFORMATION:**

| | | | |
|---|---|---|---|
| **Department:** | Water | **Division:** | Water Reclamation |
| **Requestor Name:** | Chris Clark | **Requestor Ext:** | 1834 |
| **POC Name:** | Chris Clark | **POC Ext:** | 1834 |
| **Ship To Add. Code:** | WTWT-0 | **Comdty Code:** | 97935 |

**VENDOR INFORMATION:**

| | | | |
|---|---|---|---|
| **Vendor Number:** | 352126160 | **Vendor Address:** | 3939 Priority Way South Drive, Suite 200, Indianapolis, IN 46240 |
| **Vendor Name:** | ECO Oxygen Technologies LLC | **AAA Expiration Date:** | 6/12/2023 |

**DESCRIPTION OF NEED:**

| Qty Requested: | Item Name: | UOM: | Cost/UOM: | Total Line Cost: | FOPAL: |
|---|---|---|---|---|---|
| 12 | Speece Cone Rental | EACH | $ 9,500.00 | $ 114,000.00 | 55003-3460-1424-54-SF1415 |
| **Description:** | Monthly Rental of ECO2 Speece Cone for Hydrogen Sulfide control Plan | | | | |
| 12.00 | LOX Oxygen System Rental | EACH | $ 3,600.00 | $ 43,200.00 | 55003-3460-1424-54-SF1415 |
| **Description:** | Monthly Rental of Oxygen Delivery System for Speece Cone | | | | |
| 12.00 | LOX Delivery Charges | EACH | $ 168.00 | $ 2,016.00 | 55003-3460-1424-54-SF1415 |
| **Description:** | Monthly Oxygen Delivery charge to the Speece Cone. | | | | |
| **Total Price:** | | | | $ 159,216.00 | |

| | |
|---|---|
| **Notes to Procurement/MR Description:** | PAGE 1 of 2<br>The Hydrogen Sulfide Control Plan utilizes a speece cone and oxygen delivery system to add dissolved oxygen to the well water being pumped into the sanitary sewer interceptor. ECO2 is the OEM for the speece cone, oxygen system and telemetry system. The Hydrogen Sulfide Control Plan is being extended an additional 12 months through October 31, 2021.<br>Attached: Memo, Cost Allocation , Extension Letter and Agreement |

**SIGNATURES:**

| | |
|---|---|
| **Div.Manager:** | Eric M. Myers Digitally signed by Eric M. Myers Date: 2020.09.14 11:45:50 -04'00' |
| **Dept. Director:** | |
| **IT:** | **WIMS:** |
| **Fleet:** | |
| **Law:** | |

**BUYER SECTION:**

| | |
|---|---|
| **Assigned Buyer:** | BR |
| **Buyers Notes:** | |

# Procurement Requisition Form

**PO:**

| | | | |
|---|---|---|---|
| **Date:** | 9/21/2020 | **Requisition #:** | WT0WT343 |
| **Price Agmt Ref #:** | | **PY PO #:** | P1901030 |

**DEPARTMENT INFORMATION:**

| | | | |
|---|---|---|---|
| **Department:** | Water | **Division:** | Water Reclamation |
| **Requestor Name:** | Chris Clark | **Requestor Ext:** | 1834 |
| **POC Name:** | Chris Clark | **POC Ext:** | 1834 |
| **Ship To Add. Code:** | WTWT-0 | **Comdty Code:** | 97935 |

**VENDOR INFORMATION:**

| | | | |
|---|---|---|---|
| **Vendor Number:** | 352126160 | **Vendor Address:** | 3939 Priority Way South Drive, Suite 200, Indianapolis, IN 46240 |
| **Vendor Name:** | ECO2 Oxygen Technologies | **AAA Expiration Date:** | 6/12/2023 |

**DESCRIPTION OF NEED:**

| Qty Requested: | Item Name: | UOM: | Cost/UOM: | Total Line Cost: | FOPAL: |
|---|---|---|---|---|---|
| 12 | Telemetry Charges | EACH | $ 100.00 | $ 1,200.00 | 55003-3460-1424-54-SF1415 |
| **Description:** | Monthly Telemetry/Monitoring of Oxygen Tank for Hydrogen Sulfide Control Plan. | | | | |
| 33,600.00 | Oxygen | EACH | $ 0.84 | $ 28,365.12 | 55003-3460-1424-54-SF1415 |
| **Description:** | Oxygen Usage: Estimated 4,800 ccf/month x 7 months | | | | |
| | | EACH | | $ 0.00 | |
| **Description:** | | | | | |
| **Total Price:** | | | | $ 29,565.12 | |

**Notes to Procurement/MR Description:**

PAGE 2 of 2
The Hydrogen Sulfide Control Plan utilizes a speece cone and oxygen delivery system to add dissolved oxygen to the well water being pumped into the sanitary sewer interceptor. ECO2 is the OEM for the speece cone, oxygen system and telemetry system. The Hydrogen Sulfide Control Plan is being extended an additional 12 months through October 31, 2021.
Attached: Memo, Cost Allocation, Extension Letter and Agreement

**SIGNATURES:**

| | |
|---|---|
| **Div.Manager:** | Eric M. Myers Digitally signed by Eric M. Myers Date: 2020.09.14 11:48:07 -04'00' |
| **Dept. Director:** | |
| **IT:** | **WIMS:** |
| **Fleet:** | |
| **Law:** | |

**BUYER SECTION:**

| | |
|---|---|
| **Assigned Buyer:** | BR |
| **Buyers Notes:** | |

# Procurement Requisition Form

**PO:**

| | | | |
|---|---|---|---|
| **Date:** | 9/21/2020 | **Requisition #:** | WT0WT344 |
| **Price Agmt Ref #:** | | **PY PO #:** | P1901031 |

**DEPARTMENT INFORMATION:**

| | | | |
|---|---|---|---|
| **Department:** | Water | **Division:** | Water Reclamation |
| **Requestor Name:** | Chris Clark | **Requestor Ext:** | 1834 |
| **POC Name:** | Chris Clark | **POC Ext:** | 1834 |
| **Ship To Add. Code:** | WTWT-0 | **Comdty Code:** | 96148 |

**VENDOR INFORMATION:**

| | | | |
|---|---|---|---|
| **Vendor Number:** | 411821617 | **Vendor Address:** | 25 Holiday Drive, Englewood, Ohio 45322 |
| **Vendor Name:** | Pace Analytical Services Inc | **AAA Expiration Date:** | 1/13/2023 |

**DESCRIPTION OF NEED:**

| Qty Requested: | Item Name: | UOM: | Cost/UOM: | Total Line Cost: | FOPAL: |
|---|---|---|---|---|---|
| 1 | Analytical Testing | LOT | $ 13,000.00 | $ 13,000.00 | 55003-3460-1424-54-SF1415 |
| **Description:** | Blanket order for analytical testing for the Hydrogen Sulfide Control Plan. Dissolved Sulfide and Total Sulfate. | | | | |
| | | EACH | | $ 0.00 | |
| **Description:** | | | | | |
| | | EACH | | $ 0.00 | |
| **Description:** | | | | | |
| **Total Price:** | | | | $ 13,000.00 | |
| **Notes to Procurement/MR Description:** | IFB 20004S<br>3rd Party Analytical Testing for the Hydrogen Sulfide Control Plan.<br>Attached: Memo, Cost Allocation, email pricing confirmation and Agreement | | | | |

**SIGNATURES:**

| | |
|---|---|
| **Div.Manager:** | Eric M. Myers Digitally signed by Eric M. Myers Date: 2020.09.14 11:52:20 -04'00' |
| **Dept. Director:** | |
| **IT:** | **WIMS:** |
| **Fleet:** | |
| **Law:** | |

**BUYER SECTION:**

| | |
|---|---|
| **Assigned Buyer:** | BR |
| **Buyers Notes:** | |

# Procurement Requisition Form

**PO:**

| | | | |
|---|---|---|---|
| **Date:** | 9/21/2020 | **Requisition #:** | WT0WT392 |
| **Price Agmt Ref #:** | | **PY PO #:** | P0200954 |

**DEPARTMENT INFORMATION:**

| | | | |
|---|---|---|---|
| **Department:** | Water | **Division:** | Water Reclamation |
| **Requestor Name:** | Chris Clark | **Requestor Ext:** | 1834 |
| **POC Name:** | Chris Clark | **POC Ext:** | 1834 |
| **Ship To Add. Code:** | WTWT-0 | **Comdty Code:** | 96100 |

**VENDOR INFORMATION:**

| | | | |
|---|---|---|---|
| **Vendor Number:** | 311400989 | **Vendor Address:** | 3460 Mustafa Dr., Cincinnati, OH 45241 |
| **Vendor Name:** | Allied Technical Services dba Allied Pump Rentals | **AAA Expiration Date:** | 6/15/2023 |

**DESCRIPTION OF NEED:**

| Qty Requested: | Item Name: | UOM: | Cost/UOM: | Total Line Cost: | FOPAL: |
|---|---|---|---|---|---|
| 1 | Maintenance and Repair Services | LOT | $ 25,000.00 | $ 25,000.00 | 55003-3460-1424-54-SF1415 |
| **Description:** | Blanket for the maintenance and repairs to the Hydrogen Sulfide Control Plan Speece Cone and Oxygen Controller on an as needed basis. | | | | |
| | | EACH | | $ 0.00 | |
| **Description:** | | | | | |
| | | EACH | | $ 0.00 | |
| **Description:** | | | | | |
| **Total Price:** | | | | $ 25,000.00 | |

| | |
|---|---|
| **Notes to Procurement/MR Description:** | The Hydrogen Sulfide Control Plan utilizes a Speece Cone and Oxygen Delivery System to add dissolved oxygen to the well water being pumped into the sanitary sewer interceptor. Allied Technical Services is the original installer and has been maintaining the Speece Cone and Oxygen System. The Hydrogen Sulfide Control Plan is being extended an additional 12 months through October 31, 2021. This will be a blanket purchase order to be used on an as needed basis for Allied Technical to maintain and repair the system.<br>Attached: Memo, Cost Allocation and Agreement |

**SIGNATURES:**

| | |
|---|---|
| **Div.Manager:** | Eric M. Myers Digitally signed by Eric M. Myers Date: 2020.09.14 11:36:50 -04'00' |
| **Dept. Director:** | |
| **IT:** | **WIMS:** |
| **Fleet:** | |
| **Law:** | |

**BUYER SECTION:**

| | |
|---|---|
| **Assigned Buyer:** | BR |
| **Buyers Notes:** | |

# Procurement Requisition Form

**PO:**

| | | | |
|---|---|---|---|
| **Date:** | 9/21/2020 | **Requisition #:** | WT0WT398 |
| **Price Agmt Ref #:** | | **PY PO #:** | P0201015 |

**DEPARTMENT INFORMATION:**

| | | | |
|---|---|---|---|
| **Department:** | Water | **Division:** | Water Reclamation |
| **Requestor Name:** | Chris Clark | **Requestor Ext:** | 1834 |
| **POC Name:** | Chris Clark | **POC Ext:** | 1834 |
| **Ship To Add. Code:** | WTWT-0 | **Comdty Code:** | 88576 |

**VENDOR INFORMATION:**

| | | | |
|---|---|---|---|
| **Vendor Number:** | 310999113 | **Vendor Address:** | PO Box 85 2600 Thunderhawk Ct,, Dayton Ohio 45414 |
| **Vendor Name:** | Chemical Services Inc | **AAA Expiration Date:** | 9/22/2022 |

**DESCRIPTION OF NEED:**

| Qty Requested: | Item Name: | UOM: | Cost/UOM: | Total Line Cost: | FOPAL: |
|---|---|---|---|---|---|
| 1 | Caustic Soda | LOT | $ 26,000.00 | $ 26,000.00 | 55003-3460-1424-54-SF1415 |
| **Description:** | Blanket for the purchase of Caustic Soda for the Hydrogen Sulfide Control Plan. Anticipate 4 loads the summer/fall of 2021. | | | | |
| | | EACH | | $ 0.00 | |
| **Description:** | | | | | |
| | | EACH | | $ 0.00 | |
| **Description:** | | | | | |
| **Total Price:** | | | | $ 26,000.00 | |

| | |
|---|---|
| **Notes to Procurement/MR Description:** | Current cost per pound: $0.135/# x ~45,000# = ~$6,075/load. We are looking at purchasing 4 loads.<br>This work is necessary as it is part of the Hydrogen Sulfide Control Plan. Currently, the Hydrogen Sulfide Control Plan team needs to perform multiple caustic burns to the interceptor to reduce sulfur reducing bacteria.<br>IFB NO. 18005JL<br>Attached: Memo, Cost Allocation and Agreement |

**SIGNATURES:**

| | |
|---|---|
| **Div.Manager:** | Eric M. Myers Digitally signed by Eric M. Myers Date: 2020.09.14 11:42:27 -04'00' |
| **Dept. Director:** | |
| **IT:** | **WIMS:** |
| **Fleet:** | |
| **Law:** | |

**BUYER SECTION:**

| | |
|---|---|
| **Assigned Buyer:** | BR |
| **Buyers Notes:** | |

# THIRD AMENDMENT TO HYDROGEN SULFIDE CONTROL STUDY AGREEMENT

This Third Amendment to the Hydrogen Sulfide Control Study Agreement ("Third Amendment") is entered into this ____ day of _____ 2020 between the City of Dayton, Ohio ("City"), Tate & Lyle Ingredients Americas LLC, ("Tate & Lyle") and Cargill, Incorporated ("Cargill"), collectively known herein as the "Parties".

**WHEREAS,** On August 8, 2018, the Parties entered into an Agreement to conduct a hydrogen sulfide control study with an expiration date of January 15, 2019 ("Agreement"); and

**WHEREAS,** On December 27, 2018, the Parties agreed to the First Amendment to the Agreement that extended the hydrogen sulfide control study through July 15, 2019 ("First Amendment"); and

**WHEREAS**, On July 19, 2019, the Parties agreed to the Second Amendment to the Agreement that extended the hydrogen sulfide control study through October 31, 2020 ("Second Amendment"); and

**WHEREAS,** Pursuant to the Second Amendment, the first time period was from August 8, 2018 through January 15, 2019 ("First Period"), the second time period was from January 15, 2019 through July 15, 2019 ("Second Period"), the third time period was from July 16, 2019 through March 31, 2020 ("Third Period") and the fourth time period is from April 1, 2020 through October 31, 2020 ("Fourth Period"); and

**WHEREAS**, Tate & Lyle has completed construction of its waste water pretreatment facility ("WWT") at its plant to pre-treat its waste and has represented that its contributions to the City's infrastructure, including the Sewer, after building the WWT will be per the domestic waste characteristics of a City residential customer and will no longer be considered an extra-strength discharge.

**WHEREAS**, the Second Amendment is set to expire on October 31, 2020, and the Parties would like to extend the Agreement through this Third Amendment through October of 2021 to account for changes in the system as a result of Tate & Lyle's planned pretreatment facilities and to evaluate pH neutralization for cost controls; and

**NOW, THEREFORE,** in consideration of the mutual promises and covenants, and the benefits to be derived by each party, the Parties agree to the Third Amendment to the Agreement as follows:

1. The text of Article III, entitled "Term and Termination," is amended to read as follows:

   A. This Agreement shall commence on August 8, 2018 and expire on October 31, 2021, unless extended by mutual written agreement between the Parties or earlier

terminated as provided herein. The term shall be broken up into five distinct time periods.

a. The First Period was from August 8, 2018 until January 15, 2019.

b. The Second Period was from January 15, 2019 until July 15, 2019.

c. The Third Period was from July 16, 2019 through March 31, 2020.

d. The Fourth Period is from April 1, 2020 through October 31, 2020.

e. The Fifth Period shall be from November 1, 2020 through October 31, 2020. During this period, Tate & Lyle plans to continue startup and control of its WWT and expects to achieve successful operational control through Pretreatment.

f. During this Fifth Period, Tate & Lyle will not be participating in the cost sharing of the hydrogen sulfide control plan except during those months in which its Pretreatment is not in successful operational control.

g. Successful operational control shall be defined as the full operation of the Industrial Pretreatment Facility that results in a minimum of 80% removal of the Aggregate Average COD load each month based on data prepared and supplied by Tate & Lyle on its Pretreatment Performance. Such data shall be provided to the City by the 10th of each month.

B. The City may terminate this Agreement upon giving ten (10) days advance written notice to the other Parties, which shall specify the effective date of termination. Either Cargill or Tate & Lyle may terminate its participation in this Agreement upon giving ten (10) days advance written notice to the other Parties, which shall specify the effective date of termination. If either Cargill or Tate & Lyle terminates its participation in the Agreement, the other two Parties may at their option decide to continue their participation in the Agreement. Upon termination, Cargill and Tate & Lyle shall be required to pay their respective portion of the costs as described herein, to the extent they are incurred up to the date of Termination.

2. The title of Article VI, currently entitled "Payment of Costs During the Second, Third, and Fourth Periods of the Agreement," is amended to read as "Payment of Costs during the Second, Third, Fourth and Fifth Period of the Agreement." The current text of Article VI is amended by adding the following new Paragraphs E and F:

E. Third Amendment Budget: The Parties agree that the total budget set for the Fifth Period is set as follows:

<u>Third Amendment Agreement Budget</u>

I. Speece Cone and Oxygen Controller Maintenance
   a. Vendor: Allied Technical Services $25,000.00
   b. Purpose
      i. Used for periodic as needed maintenance for Oxygen System Controls for the Speece Cone

II. Speece Cone and Oxygen Feed
   a. Vendor: ECO2 $176,341.60
      i. Speece Cone Rental
      ii. LOX Oxygen System Rental
      iii. Remote Telemetry
      iv. Oxygen Delivery Charges
      v. Oxygen Gas
      vi. Oxygen Tank Mobilization
   b. Purpose
      i. Feeding pure oxygen through the Speece Cone to increase dissolved oxygen content
      ii. Will not be feeding oxygen during winter months and only when scheduled by Managed Sulfate Group

III. Pine Environmental
   a. Vendor: None $0.00
   b. Purpose
      i. City of Dayton will utilize its own inventory of ORP Sondes and Acruloggers for monitoring. No passback costs

IV. Pace Labs
   a. Vendor $13,000.00
   b. Purpose:
      i. Outside 3rd Party Testing of Dissolved Sulfides and Total Sulfates

V. Caustic Burns
   a. Vendor: Chemical Services or other selected $26,000
   b. Purpose:
      i. Periodic caustic burn of the Sewer Interceptor to control microbial growth at the discretion of the Managed Sulfate Group

VI. Contingency
   a. Purpose: $50,000.00
      i. Contingency Funds reserved for additional trials/studies or activities as scheduled by the Managed Sulfate Group

VII. Total Project Budget $290,341.60

F. Third Amendment Budget: The Parties agree to pay their Pro-Rata share of costs incurred as described in Article I above and established as follows:

**TOTAL COST ALLOCATION FOR THE THIRD AMENDMENT AGREEMENT**

**a. PLAN A – COST SHARING WHEN TATE & LYLE DOES NOT ACHIEVE 80% OF COD REDUCTION PER ARTICLE III(A)(f)-(g)**

i. **Cargill's Total Share for the entire Third Amendment Agreement shall not exceed $144,885.36**

a) **Pro-Rata Cost Allocation**

| | |
|---|---|
| a. Allied Technical | 33.3% |
| b. ECO2 | 60.0% |
| c. Pine Environmental | 33.3% |
| d. Pace Labs | 33.3% |
| e. Caustic Burns | 37.5% |
| f. Other Trials | 33.3% |

b) NOT TO EXCEED ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDREND EIGHTY-FIVE DOLLARS AND THIRTY-SIX CENTS

ii. **Tate & Lyle's Share for the entire Third Amendment Agreement shall not exceed $109,617.04.**

a) **Pro-Rata Cost Allocation**

| | |
|---|---|
| a. Allied Technical | 33.3% |
| b. ECO2 | 40.0% |
| c. Pine Environmental | 33.3% |
| d. Pace Labs | 33.3% |
| e. Caustic Burns | 37.5% |
| f. Other Trials | 33.3% |

b) NOT TO EXCEED ONE HUNDRED NINE THOUSAND SIX HUNDRED SEVENTEEN DOLLARS AND FOUR CENTS

iii. **City of Dayton's Share for the entire Third Amendment Agreement shall not exceed $35,839.20**

a) **Pro-Rata Cost Allocation**

| | |
|---|---|
| a. Allied Technical | 33.3% |
| b. ECO2 | 0% |
| c. Pine Environmental | 33.3% |
| d. Pace Labs | 33.3% |
| e. Caustic Burns | 25.0% |
| f. Other Trials | 33.3% |

b) NOT TO EXCEED THIRY-FIVE THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND TWENTY CENTS

**b. PLAN B – COST SHARING WHEN TATE & LYLE ACHIEVES 80% OF COD REDUCTION PER ARTICLE III(A)(f)-(g)**

i. **Cargill's Total Share for the entire Third Amendment Agreement shall not exceed $162,804.96**

a) Pro-Rata Cost Allocation

| | |
|---|---|
| a. Allied Technical | 50% |
| b. ECO2 | 60% |
| c. Pine Environmental | 33.3% |
| d. Pace Labs | 50% |
| e. Caustic Burns | 50% |
| f. Other Trials | 50% |

b) NOT TO EXCEED ONE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED FOUR DOLLARS AND NINETY SIX CENTS

ii. **City of Dayton's Share for the entire Third Amendment Agreement shall not exceed $127,536.64**

a) Pro-Rata Cost Allocation

| | |
|---|---|
| a. Allied Technical | 50% |
| b. ECO2 | 40% |
| c. Pine Environmental | 33.3% |
| d. Pace Labs | 50% |
| e. Caustic Burns | 50% |
| f. Other Trials | 50% |

b) NOT TO EXCEED ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND SIXTY-FOUR CENTS

3. Except as amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Third Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Capitalized terms used herein shall carry the same definition as ascribed to them under the Agreement.

**IN WITNESS WHEREOF**, The City, Tate & Lyle and Cargill, each by a duly authorized representative, have executed this Third Amendment on the date first set above.

**CITY OF DAYTON, OHIO**

_____
City Manager

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its:_____

**APPROVED AS TO FORM AND CORRECTNESS:**

9/21/2020

X John Musto for
City Attorney

Signed by: Musto, John

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

**CARGILL, INCORPORATED**

By: _____

Its: _____

**CITY OF DAYTON, OHIO**

_____
City Manager

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: _____

**APPROVED AS TO FORM AND CORRECTNESS:**

X _____
City Attorney

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

**CARGILL, INCORPORATED**

By: _____

Its: OPERATIONS DIRECTOR, VP

**CITY OF DAYTON, OHIO**

_____
City Manager

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: PLANT MANAGER

**APPROVED AS TO FORM AND CORRECTNESS:**

X _____
City Attorney

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

**CARGILL, INCORPORATED**

By: _____

Its: _____

| 3rd AMENDMENT OF THE HYDROGEN SULFIDE CONTROL PLAN<br>November 1, | | | | | CARGILL | | TATE & LYLE | | CITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| PLAN A - COST SHARING WITH T&L<br>For Months When T&L Does Not Achieve 80% COD Reduction | | | | TOTAL PROJECT COSTS<br>Entire Period | 11/01/2020 - 10/31/21 | | 11/01/2020 - 10/31/21 | | 11/01/2020 - 10/31/21 | |
| ALLIED TECHNICAL - COOLANT | | | | | | | | | | |
| | | | | | 33.33% | | 33.33% | | 33.33% | |
| Miscellaneous Repairs to Oxygen System - As and if needed | | | $25,000.00 | $25,000.00 | | $8,332.50 | | $8,332.50 | | $8,332.50 |
| ECO2 | Monthly Unit Costs | | | | 60.00% | | 40.00% | | 0.00% | |
| Speece Cone Monthly | $9,500.00 | x 12 months | | $114,000.00 | | $68,400.00 | | $45,600.00 | | $0.00 |
| LOX Rental | $3,600.00 | x 7 months...Shut Down | | $25,200.00 | | $15,120.00 | | $10,080.00 | | $0.00 |
| Remote Telemetry | $100.00 | down during Winter | | $700.00 | | $420.00 | | $280.00 | | $0.00 |
| Oxygen Delivery Charge | $168.00 | months and Use Per | | $1,176.00 | | $705.60 | | $470.40 | | $0.00 |
| Oxygen Gas (4800 Ccf/mo @ $0.871/Ccf) | $4,180.80 | Managed Sulf Group | | $29,265.60 | | $17,559.36 | | $11,706.24 | | $0.00 |
| Mobilization Costs | $6,000.00 | One time charge | | $6,000.00 | | $3,600.00 | | $2,400.00 | | $0.00 |
| PINE ENVIRONMENTAL | City will use its Fleet of Sondes | | | | 33.33% | | 33.33% | | 33.33% | |
| No Costs | City will use its Fleet of Acruloggers | | | $0.00 | | $0.00 | | $0.00 | | $0.00 |
| | | | | $0.00 | | $0.00 | | $0.00 | | $0.00 |
| PACE LABS | | | | | 33.33% | | 33.33% | | 33.33% | |
| Dissolved Sulfide Testing | $15/ea x 10 samples/week | | | $7,800.00 | | $2,599.74 | | $2,599.74 | | $2,599.74 |
| Total Sulfate Testing | $10/ea x 10 samples/week | | | $5,200.00 | | $1,733.16 | | $1,733.16 | | $1,733.16 |
| CAUSTIC BURNS | | | | | | | | | | |
| 4 Caustic Burn Events | Only fed during April through November | | | | | | | | | |
| $6,500 per Caustic Burn | and only As-Needed per Managed Sulfate Group | | | | 37.50% | | 37.50% | | 25.00% | |
| | | | | $26,000.00 | | $9,750.00 | | $9,750.00 | | $6,500.00 |
| | | | | | 33.33% | | 33.33% | | 33.33% | |
| CONTINGENCY | - Other as determined by Managed Sulfate Group | | $50,000.00 | $50,000.00 | | $16,665.00 | | $16,665.00 | | $16,665.00 |
| | | TOTAL | | **$290,341.60** | TOTAL | $144,885.36 | | $109,617.04 | | $35,839.20 |
| | | | | | Monthly | $12,073.78 | Monthly | $9,134.75 | Monthly | $2,986.60 |

**3rd AMENDMENT OF THE HYDROGEN SULFIDE CONTROL PLAN**
November 1, 2020

PLAN B - COST SHARING WITHOUT T&L
For Months When T&L Achieves 80% COD Reduction

| | | | | TOTAL PROJECT COSTS Entire Period | CARGILL 11/01/2020 - 10/31/21 | | CITY 11/01/2020 - 10/31/21 | |
|---|---|---|---|---|---|---|---|---|
| ALLIED TECHNICAL - COOLANT | | | | | | | | |
| Miscellaneous Repair to Oxygen System - As and if needed | | | $25,000.00 | $25,000.00 | 50.00% | $12,500.00 | 50.00% | $12,500.00 |
| ECO2 | Monthly Unit Costs | | | | 60.00% | | 40.00% | |
| Monthly Rental | $9,500.00 | x 12 months | | $114,000.00 | | $68,400.00 | | $45,600.00 |
| LOX Rental | $3,600.00 | x 7 months...Shut Down | | $25,200.00 | | $15,120.00 | | $10,080.00 |
| Remote Telemetry | $100.00 | down during Winter | | $700.00 | | $420.00 | | $280.00 |
| Oxygen Delivery Charge | $168.00 | months and Use Per | | $1,176.00 | | $705.60 | | $470.40 |
| Oxygen Gas (4800 Ccf/mo @ $0.871/Ccf) | $4,180.80 | Managed Sulf Group | | $29,265.60 | | $17,559.36 | | $11,706.24 |
| Mobilization Costs | $6,000.00 | One time charge | | $6,000.00 | | $3,600.00 | | $2,400.00 |
| PINE ENVIRONMENTAL | City will use its Fleet of Sondes | | | | 50.00% | | 50.00% | |
| No Costs | City will use its Fleet of Acruloggers | | | $0.00 | | $0.00 | | $0.00 |
| | | | | $0.00 | | $0.00 | | $0.00 |
| PACE LABS | | | | | 50.00% | | 50.00% | |
| Dissolved Sulfide Testing | $15/ea x 10 samples/week | | | $7,800.00 | | $3,900.00 | | $3,900.00 |
| Total Sulfate Testing | $10/ea x 10 samples/week | | | $5,200.00 | | $2,600.00 | | $2,600.00 |
| CAUSTIC BURNS | | | | | | | | |
| 4 Caustic Burn Events | Only fed during April through November | | | | | | | |
| $6,500 per Caustic Burn | and only As-Needed per Managed Sulfate Group | | | $26,000.00 | 50.00% | $13,000.00 | 50.00% | $13,000.00 |
| OTHER TRIALS | - Other as determined by Managed Sulfate Group | | $50,000.00 | $50,000.00 | 50.00% | $25,000.00 | 50.00% | $25,000.00 |
| | | TOTAL | | **$290,341.60** | TOTAL | $162,804.96 | | $127,536.64 |
| | | | | | Monthly | $13,567.08 | Monthly | $10,628.05 |

# SECOND AMENDMENT TO HYDROGEN SULFIDE CONTROL STUDY AGREEMENT

This Second Amendment to the Hydrogen Sulfide Control Study Agreement ("Agreement") is entered into this 19th day of July 2019 between the City of Dayton, Ohio ("City"), Tate & Lyle Ingredients Americas LLC. ("Tate & Lyle") and Cargill, Incorporated ("Cargill"), collectively known herein as the "Parties".

**WHEREAS,** On August 8, 2018, the Parties entered into an Agreement to conduct a hydrogen sulfide control study with an expiration date of January 15, 2019; and

**WHEREAS,** On December 27, 2018, the Parties agreed to the First Amendment to the agreement that extended the hydrogen sulfide control study through July 15, 2019; and

**WHEREAS**, Tate & Lyle intends to build a waste water pretreatment facility ("WWT") at its plant to pre-treat its waste and has represented that its contributions to the City's infrastructure, including the Sewer, after building the WWT will be per the domestic waste characteristics of a City residential customer and will no longer be considered an extra-strength discharge.

**WHEREAS**, the First Amendment to the hydrogen sulfide control plan agreement is set to expire on July 15, 2019, and the Parties would like to extend the Agreement through this Second Amendment through October of 2020 to account for changes in the system as a result of Tate & Lyle's planned pretreatment facilities; and

**NOW, THEREFORE,** in consideration of the mutual promises and covenants, and the benefits to be derived by each party, the Parties agree to the Second Amendment to the Agreement as follows:

1. The text of Article III, entitled "Term and Termination," is amended to read as follows:

   A. This Agreement shall commence on August 8, 2018 and expire on October 31, 2020, unless extended by mutual written agreement between the Parties or earlier terminated as provided herein. The term shall be broken up into four distinct time periods.

      a. The first time period was from August 8, 2018 until January 15, 2019 ("First Period").

      b. The second time period is from January 15, 2019 until July 15, 2019 ("Second Period").

      c. The third time period shall be from July 16, 2019 through March 31, 2020 ("Third Period"). During this period, Tate & Lyle plans to construct its

WWT and expects to achieve successful operational control through Pretreatment.

d. The fourth time period shall be from April 1, 2020 through October 31, 2020 ("Fourth Period"). During the Fourth Period, Tate & Lyle will not be involved in the plan except during those months in which its Pretreatment is not in successful operational control.

e. Successful operational control shall be defined as the full operation of the Industrial Pretreatment Facility that results in a minimum of 80% removal of total COD each day averaged over any three consecutive days of operation.

B. The City may terminate this Agreement upon giving ten (10) days advance written notice to the other Parties, which shall specify the effective date of termination. Either Cargill or Tate & Lyle may terminate its participation in this Agreement upon giving ten (10) days advance written notice to the other Parties, which shall specify the effective date of termination. If either Cargill or Tate & Lyle terminates its participation in the Agreement, the other two Parties may at their option decide to continue their participation in the Agreement. Upon termination, Cargill and Tate & Lyle shall be required to pay their respective portion of the costs as described above for the First Period and as described below for the Second, Third and Fourth Periods, to the extent they are incurred up to the date of Termination.

2. The title of Article VI, currently entitled "Payment of Costs During the Second Period of the Agreement," is amended to read as "Payment of Costs during the Second, Third and Fourth Periods of the Agreement." The current text of Article VI is lettered as Paragraph "A." and the following new Paragraphs B, C, and D are added:

B. During the Third Period, the Parties agree to pay their Pro-Rata share of costs incurred as described in Article I above, as well as the costs for the installation/burying of the HDPE Pipe at an estimate of $400,000 (each party is responsible for one-third of the pipe burial costs as stated in the project budget). The total amount spent during the Third Period shall not exceed the following:

- **Third Period:**

- **Cargill's share shall not exceed $276,154.04**

  - TWO HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND FOUR CENTS.

- **Tate & Lyle's share shall not exceed $250,011.44**

  - TWO HUNDRED FIFTY THOUSAND ELEVEN DOLLARS AND FORTY-FOUR CENTS

- **City of Dayton's share shall not exceed $169,356.74**

    - ONE HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS AND SEVENTY-FOUR CENTS

C. During the Fourth Period, the Parties agree to pay their Pro Rata share of costs incurred, as described in Article I above. The total amount spent during the Fourth Period shall not exceed the following:

- **Fourth Period:**

- **Cargill's share shall not exceed $195,262.40**

    - ONE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS AND FORTY CENTS

- **Tate & Lyle's share is zero, except that its share shall not exceed:**

    - ONE-THIRD* OF COST DURING EACH MONTH IN WHICH PRETREATMENT IS NOT IN SUCCESSFUL OPERATIONAL CONTROL

- **City of Dayton's share shall not exceed $109,779.60**

    - ONE HUNDRED NINE THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS AND SIXTY CENTS

D. **TOTAL COST ALLOCATION FOR THE SECOND AMENDMENT AGREEMENT**

- **Cargill's Total Share for the entire Second Amendment Agreement shall not exceed $471,416.44**

    - FOUR HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND FORTY-FOUR CENTS

- **Tate & Lyle's Share for the entire Second Amendment Agreement shall not exceed $250,011.44 during the third period and one-third* of costs during any month in the Fourth Period in which Pretreatment is not in Successful Operational Control**

    - TWO HUNDRED FIFTY THOUSAND ELEVEN DOLLARS AND FORTY-FOUR CENTS

- ONE-THIRD* OF COSTS IN FOURTH PERIOD DURING ANY MONTH IN WHICH PRETREATMENT IS NOT IN SUCCESSFUL OPERATIONAL CONTROL

- **City of Dayton's Share for the entire Second Amendment Agreement shall not exceed $279,135.84**

  - TWO HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS AND EIGHTY-FOUR CENTS

**** During the months of the Fourth Period in which Tate & Lyle's Pretreatment is not in successful operational control, Tate & Lyle's contribution for the odor control will be one-third of expenses. During those months of the Fourth Period, Cargill and the City of Dayton's share of costs will be reduced accordingly.***

3. Except as amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Second Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Capitalized terms used herein shall carry the same definition as ascribed to them under the Agreement.

**IN WITNESS WHEREOF**, The City, Tate & Lyle and Cargill, each by a duly authorized representative, have executed this Second Amendment on the date first set above.

**CITY OF DAYTON, OHIO**

_____
City Manager

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: _____

**APPROVED AS TO FORM AND CORRECTNESS:**

_____
City Attorney

**CARGILL, INCORPORATED**

By: _____

Its: _____

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

July 10, 2019

Min. / Bk. I-15 Pg. _____

Rashella Lavender
Clerk of the Commission

- ONE-THIRD* OF COSTS IN FOURTH PERIOD DURING ANY MONTH IN WHICH PRETREATMENT IS NOT IN SUCCESSFUL OPERATIONAL CONTROL

- **City of Dayton's Share for the entire Second Amendment Agreement shall not exceed $279,135.84**

  - TWO HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS AND EIGHTY-FOUR CENTS

**** During the months of the Fourth Period in which Tate & Lyle's Pretreatment is not in successful operational control, Tate & Lyle's contribution for the odor control will be one-third of expenses. During those months of the Fourth Period, Cargill and the City of Dayton's share of costs will be reduced accordingly.***

3. Except as amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Second Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Capitalized terms used herein shall carry the same definition as ascribed to them under the Agreement.

**IN WITNESS WHEREOF**, The City, Tate & Lyle and Cargill, each by a duly authorized representative, have executed this Second Amendment on the date first set above.

**CITY OF DAYTON, OHIO**

City Manager

**CARGILL, INCORPORATED**

By: _____

Its: _____

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: PLANT MANAGER

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

July 10, 2019

Min. / Bk. T-15 Pg. _____

Clerk of the Commission

**APPROVED AS TO FORM AND CORRECTNESS:**

_____

City Attorney

- ONE-THIRD* OF COSTS IN FOURTH PERIOD DURING ANY MONTH IN WHICH PRETREATMENT IS NOT IN SUCCESSFUL OPERATIONAL CONTROL

- **City of Dayton's Share for the entire Second Amendment Agreement shall not exceed $279,135.84**

  - TWO HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS AND EIGHTY-FOUR CENTS

**** During the months of the Fourth Period in which Tate & Lyle's Pretreatment is not in successful operational control, Tate & Lyle's contribution for the odor control will be one-third of expenses. During those months of the Fourth Period, Cargill and the City of Dayton's share of costs will be reduced accordingly.***

3. Except as amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Second Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Capitalized terms used herein shall carry the same definition as ascribed to them under the Agreement.

**IN WITNESS WHEREOF**, The City, Tate & Lyle and Cargill, each by a duly authorized representative, have executed this Second Amendment on the date first set above.

**CITY OF DAYTON, OHIO**

City Manager

**CARGILL, INCORPORATED**

By:

Its: Dir. Operations & Engineering, CSSTNA

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: _____

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

July 10, 2019

Min. / Bk. I-15 Pg. _____

Clerk of the Commission

**APPROVED AS TO FORM AND CORRECTNESS:**

_____

City Attorney

# City Manager's Report

5.

**From** **3460 - Water/Water Reclamation**

**Date** **July 10, 2019**

**Expense Type** **Other, (See Description Below)**

**Total Amount** **$721,427.44 (thru 10/31/2020)**

**Supplier, Vendor, Company, Individual**

**Name** **Cargill, Inc.**
**Tate & Lyle Ingredients Americas, LLC**

**Address** **3201 Needmore Rd., Dayton, Ohio 45414**
**5600 Brentlinger Rd., Dayton, Ohio 45414**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| 2019- 2020 Sanitary Capital Fund | 55003-3460-22606-54 | $721,427.44 |

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

**Description**

**HYDROGEN SULFIDE CONTROL STUDY AND REIMBURSEMENT AGREEMENT SECOND AMENDMENT**

The Department of Water requests permission to enter into a Second Amendment with Cargill, Inc., and Tate & Lyle Ingredients Americas, LLC. This Second Amendment will extend the term of the Agreement and cover additional services/ work needed to continue and complete the Hydrogen Sulfide Control Study. Purchase orders are being requested to cover expenses in the amount of $1,000,562.00. The City will reimburse its expenses in the amount of $471,416.00 from Cargill, Inc. and $250,011.44 from Tate & Lyle Ingredients Americas, LLC.

The original Agreement was approved on July 25, 2018 in the amount of $731,807.13. The First Amendment was approved on December 12, 2018 and increased the Reimbursement Agreement amount to $1,311,807.13. This Second Amendment will increase the Reimbursement Agreement amount to $2,033,234.57.

The Second Amendment shall begin upon execution and will terminate on October 31, 2020.

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

Certificate of Revenue's, a copy of the Reimbursement Agreement, and copies of the Purchase Orders are attached.

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

July 10, 2019

Date

FORM NO. MS-16

Updated 8/2016

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name Tate & Lyle Ingredients Americas, LLC

Address 5600 Brentlinger Rd.

City Dayton State OH Zip+4 45414 -

Customer # @00005918 Address Location # 5600 Brentlinger Rd. Dayton, OH 45414

Federal ID#

*Revenue Information:* Fund 55003 Organization 3460 Revenue 22606 Program 54

*Contract Information:* Contract Start Date 7/15/2019 Contract Expiration Date 10/31/2020

*Billing Information:* Rate: Arrears X Pre-bill

Monthly (1st month of billing) July 2019

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date Rate Change Amount

*Description of Services (wording on invoice):* Part of the Hydrogen Sulfide Control Study Plan.

Reimbursement by Tate & Lyle will be $250,011.44.

Departmental Approval

## TO BE COMPLETED BY FINANCE

City Reference Number 4-5918 Auditor Date 6/27/19

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

Director of Finance 7-1-19

(Rev 4/30/2008)

# CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name Cargill Inc.

Address 3201 Needmore Rd.

City Dayton State OH Zip+4 45414 -

Customer # @00005919 Address Location # 3201 Needmore Rd. Dayton, OH 45414

Federal ID#

*Revenue Information:* Fund 55003 Organization 3460 Revenue 22606 Program 54

*Contract Information:* Contract Start Date 07/15/2019 Contract Expiration Date 10/31/2020

*Billing Information:* Rate: Arrears X Pre-bill

Monthly (1st month of billing) July 2019

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date Rate Change Amount

*Description of Services (wording on invoice):* Part of the Hydrogen Sulfide Control Study Plan.

Reimbursement by Cargill will be $471,416.00.

Departmental Approval

TO BE COMPLETED BY FINANCE

City Reference Number 4-5919 Auditor Antonna Jones Date 6/27/19

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

Director of Finance C Dayton 7-1-19

(Rev 4/30/2008)

# FIRST AMENDMENT TO HYDROGEN SULFIDE CONTROL STUDY AGREEMENT

This First Amendment to the Hydrogen Sulfide Control Study Agreement ("Agreement") is entered into this 27th day of December 2018 between the City of Dayton, Ohio ("City"), Tate & Lyle Ingredients Americas LLC., ("Tate & Lyle") and Cargill, Incorporated ("Cargill"), collectively known herein as the "Parties".

**WHEREAS,** On August 8, 2018, the Parties entered into an Agreement to conduct a hydrogen sulfide control study; and

**WHEREAS,** The Agreement is set to expire on January 15, 2019, and the Parties would like to extend the Agreement for an additional six (6) months to form conclusions on the outcome of the study; and

**WHEREAS,** While the Report on the conclusions of the Hydrogen Sulfide Control Study is due to the Director of the Department of Water by February 2019, if such conclusions are deemed successful or partially successful then an Agreement extension would allow all parties to continue evaluating other alternatives to supplement the original conclusions and to better evaluate the most cost effective alternatives in anticipation of permanent improvements; and

**WHEREAS**, Tate & Lyle intends to build a waste water pretreatment facility ("WWT") at its plant to pre-treat its waste and has represented that its contributions to the City's infrastructure, including the Sewer, after building the WWT will be per the domestic waste characteristics of a City residential customer and will no longer be considered an extra-strength discharge. Tate & Lyle is providing formal notice, that upon commissioning of the WWT, it will no longer participate in this Agreement to address the control of hydrogen sulfide nor to contribute to any costs associated therewith, regardless of whether the plan is in the First Period, Second Period or other term.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants, and the benefits to be derived by each party, the Parties agree to amend the Agreement as follows:

1. Article III, Term and Termination shall be deleted and replaced with the following:

   A. This Agreement shall commence on August 8, 2018 and expire on July 15, 2019, unless extended by mutual written agreement between the Parties or earlier terminated as provided herein. The term shall be broken up into two distinct time periods. The first time period shall be from August 8, 2018 until January 15, 2019 ("First Period"). The second time period shall be from January 15, 2019 until and including July 15, 2019 ("Second Period").

B. The City may terminate this Agreement upon giving ten (10) days advance written notice to the other Parties, which shall specify the effective date of termination. Either Cargill or Tate & Lyle may terminate its participation in this Agreement upon giving ten (10) days advance written notice to the other Parties, which shall specify the effective date of termination. If either Cargill or Tate & Lyle terminates its participation in the Agreement, the other two Parties may at their option decide to continue their participation in the Agreement. Upon termination, Cargill and Tate & Lyle shall be required to pay their respective portion of the costs as described above for the First Period and as described below for the Second Period, to the extent they are incurred up to the date of Termination.

2. Article VI, Payment of Costs During the Second Period of the Agreement, is hereby added to the Agreement as follows:

   During the Second Period of the Agreement, the Parties agree to pay their Pro-Rata share of costs incurred, as described in Article I, above. The total amount spent during the Second Period of the Agreement shall not exceed Seven Hundred Thousand Dollars and Zero Cents ($700,000.00). The City's share of the costs incurred during the Second Period shall not exceed One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00). Cargill's share of the costs incurred during the Second Period shall not exceed Three Hundred Forty-Eight Thousand Dollars and Zero Cents ($348,000.00). Tate & Lyle's share of the costs incurred during the Second Period shall not exceed Two Hundred Thirty-Two Thousand Dollars and Zero Cents ($232,000.00). These amounts shall be in addition to the not to exceed amounts described in Article I, above.

3. During the Parties' technical meetings or at other times, and without further amending this Agreement, the Parties may agree to extend or modify the design or schedule for any of the trials set forth in this Agreement, engage in additional trials, and modify or set new sampling and monitoring requirements for any trial.

4. Article VII, Implementation of Solution, is hereby added to the Agreement as follows:

   During the term of the Agreement, the Parties will work together in good faith to determine whether one solution or some combination of the solutions tested under this Agreement are effective for hydrogen sulfide control and to determine whether the solution(s) should be permanently implemented. The Parties agree that they will evaluate the WWT as a potential solution that may be implemented at Tate & Lyle's direction.

5. Except as amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This First Amendment may be executed in one or more counterparts, all of which taken together will constitute one

instrument. Capitalized terms used herein shall carry the same definition as ascribed to them under the Agreement.

**IN WITNESS WHEREOF**, The City, Tate & Lyle and Cargill, each by a duly authorized representative, have executed this First Amendment on the date first set above.

**CITY OF DAYTON, OHIO**

for City Manager

**CARGILL, INCORPORATED**

By: _____

Its: _____

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: _____

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

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

December 12, 2018

Min. / Bk. I-15 Pg. 0455

Clerk of the Commission

**CITY OF DAYTON, OHIO**

City Manager

**CARGILL, INCORPORATED**

By: _____

Its: _____

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: PLANT MANAGER

**APPROVED AS TO FORM AND CORRECTNESS:**

_____

City Attorney

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

_____, 2018

Min. / Bk. _____ Pg. _____

_____

Clerk of the Commission

**CITY OF DAYTON, OHIO**

City Manager

CARGILL, INCORPORATED

By:

Its: OPERATIONS DIRECTOR, VP

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: _____

**APPROVED AS TO FORM AND CORRECTNESS:**

_____

City Attorney

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

_____, 2018

Min. / Bk. _____ Pg. _____

_____

Clerk of the Commission

# City Manager's Report

2.

**From** **3460 - Water/Water Reclamation**

**Date** **July 25, 2018**

**Expense Type** **Other, (See Description Below)**

**Supplier, Vendor, Company, Individual**

**Total Amount** **$ 731,807.13 (thru 1/15/2019)**

**Name** **Cargill, Inc.**
**Tate & Lyle Ingredients Americas, LLC**

**Address** **3201 Needmore Rd., Dayton, OH 45414**
**5600 Brentlinger Rd., Dayton, OH 45414**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| 2018 Sanitary Capital Fund | 55003-3460-22606-54 | $731,807.13 |

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

**Description**

**HYDROGEN SULFIDE CONTROL STUDY AND REIMBURSEMENT AGREEMENT**

**SUPEROXYGENATION AND REIMBURSEMENT LEASE AGREEMENT**

The Department of Water requests permission to enter into a Service Agreement with Cargill, Inc., and Tate & Lyle Ingredients Americas, LLC to conduct a Hydrogen Sulfide Control Study. As a part of this Agreement, it is necessary to obtain a Lease Agreement with Eco Oxygen Technologies, LLC ($ECO_2$). Over the past six months, the Department of Water has been negotiating with Cargill, Inc. and Tate & Lyle on the planned Hydrogen Sulfide Control Plan. This plan is a six month trial on several odor control techniques to control hydrogen sulfide gases formed. Purchase orders have been put in place to cover expenses in the amount of $823,542.53. Reimbursement from Cargill will be $423,368.82 and reimbursement from Tate and Lyle will be $308,438.31.

The Hydrogen Sulfide Control Plan involves the super-saturation of the well water with pure oxygen. This involves the rental of the Eco Oxygen Technologies, LLC ($ECO_2$) Oxygen Supplement System, which consists of a Speece Cone; Oxygen Tank/Vaporizer and controls. A Lease Agreement for required equipment in the amount of $104,544.53 is necessary to complete the study which is included in the total project cost.

The Agreement shall begin upon execution and will terminate on January 15, 2019 when the Hydrogen Sulfide Control Plan expires.

The Reimbursement Agreement and Lease Agreement have been reviewed by the Law Department as to form and correctness.

A Certificate of Revenue, a copy of the Reimbursement Agreement, a copy of the Lease Agreement and copies of the Purchase Orders are attached.

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Rashella Lauendeau
Clerk

July 25, 2018
Date

FORM NO. MS-16

Updated 8/2016

# AGREEMENT FOR CONDUCTING A HYDROGEN SULFIDE CONTROL STUDY

This Agreement for Conducting a Hydrogen Sulfide Control Study ("Agreement") is entered into this 8 day of August 2018 ("Effective Date") between the City of Dayton, Ohio ("City"), Tate & Lyle Ingredients Americas LLC., ("Tate & Lyle") and Cargill, Incorporated ("Cargill"), collectively known herein as the "Parties".

## RECITALS:

**WHEREAS**, Cargill owns a corn milling plant located at 3201 Needmore Avenue in Dayton, Ohio that discharges wastewater into the 42-inch interceptor sewer that begins at Wagner Ford and Needmore Roads, extending downstream to Site E – Embury Park (manhole V000M0010) (the "Sewer") owned by the City and that conveys wastewater to the City's wastewater treatment plant ("WWTP");

**WHEREAS**, Tate & Lyle operates a plant that produces citric acid, among other things, located at 5600 Brentlinger Road, Dayton, OH 45414 that discharges wastewater into the Sewer owned by the City and that conveys wastewater to the City's WWTP;

**WHEREAS**, the City owns and operates the Sewer and the WWTP;

**WHEREAS**, The Parties wish to engage in a Hydrogen Sulfide Control Study to attempt to reduce the amount of hydrogen sulfide gas in the headspace of the Sewer and farther downstream;

**WHEREAS, NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements herein contained by and between the Parties, it is agreed as follows:

## ARTICLE I

### SIX (6) MONTH TRIAL

The Parties agree to conduct the Hydrogen Sulfide Control Study described in Exhibit A and consisting of four trials and miscellaneous monitoring further described below:

### A. WATER COOLANT TRIAL

The Parties agree to conduct a Water Coolant Trial, which will involve utilizing well water from up to three TCE contaminated City wells off of Needmore Road, Dayton, Ohio to cool the temperature of the wastewater in the Sewer.

1. City's Responsibilities:
   The City will install a HDPE Pipe conveying well water from the wells to Wagner Ford Road to discharge into the Sewer. The City shall also have Oxygen injected into the well water using a Speece Cone to supersaturate the water before discharge into the

Sewer. The City will bill on a monthly basis to Cargill the costs incurred for this trial as further described below. The City of Dayton shall not invoice or bill Cargill any sewer volume charges for the water coolant from the City's wells.

2. Cargill's Responsibilities:
   Cargill shall pay 70% of the costs of mobilization and equipment rental for the trial and 60% of the Oxygen supplement costs. Cargill's total expenses for this trial shall not exceed TWO HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED ELEVEN DOLLARS AND FIFTY-TWO CENTS ($287,111.52).

3. Tate & Lyle's Responsibilities:
   Tate & Lyle shall pay 30% of the costs of mobilization and equipment rental for the trial and 40% of the costs of the Oxygen supplement including construction of the pads. Tate & Lyle's total expense for this trial shall not exceed ONE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS AND ONE CENT ($172,181.01).

4. Anticipated Costs for the Trial:

| | | | |
|---|---|---|---|
| **COOLANT MOBILIZATION** | | | |
| Allied TS: Mobilization | | | $36,460.00 |
| Allied TS: Equipment rental | $15,780.00 | 5 | $78,900.00 |
| **OXYGEN SUPPLEMENT** | | | |
| Allied TS: Construction of Pads; Site Work & Plumbing | $224,388.00 | | $224,388.00 |
| ECO2 System rental (Speece Cone) | $9,500.00 | 6 | $57,000.00 |
| ECO2: Oxygen tank setup | $6,960.00 | | $6,960.00 |
| ECO2: LOX Rental | $3,600.00 | 6 | $21,600.00 |
| ECO2: O2 gas ccf/day | $0.80 | 120 | $17,376.53 |
| ECO2: O2 Delivery Charges | $168.00 | 6 | $1,008.00 |
| ECO2: Remote Telemetry of O2 Tank | $100.00 | 6 | $600.00 |
| Contingency | | | $15,000.00 |
| Total | | | $459,292.53 |

5. TIMING

   This trial shall commence within 30 days of the execution of this contract and shall not extend more than 180 calendar days. However, should the trial exceed any Parties' estimated cost share, the Parties shall meet and confer to amend the cost shares. In the event the Parties are unable to agree on an amendment to the cost shares, this trial shall terminate.

## B. pH CONTROL TRIAL – Cargill and Tate & Lyle Facilities

The Parties agree to maintain a consistent pH during the Hydrogen Sulfide Control Study.

1. Cargill shall maintain a pH setpoint of 10.8 S.U. at its discharge throughout the term of this Agreement. The City shall not contribute financially to this activity.

2. Tate & Lyle shall maintain a pH setpoint of 8.5 S.U. at its discharge throughout the term of this Agreement. The City shall not contribute financially to this activity.

## C. INCREASE OF ALKALINITY TRIAL

The Parties have agreed to conduct a trial to determine the impact of further decreasing the hydrogen sulfide in the Sewer. In addition to the cooling of the interceptor, the Parties have agreed to trial the addition of Magnesium Hydroxide to add alkalinity to the waste stream to provide additional buffering capacity farther downstream past Site 4.

1. City's Responsibilities
   The City will install a temporary system for adding magnesium hydroxide to the Sewer and will enter into a contract for the provision of magnesium hydroxide. The City will add up to 1,000 gallons of Magnesium Hydroxide per day for 180 days. The City will cover 100% of the mobilization costs and 25% of the magnesium hydroxide costs. The City's total cost under this Section C.1 shall not exceed NINETY SIX THOUSAND SIXTY DOLLARS AND NO CENTS ($96,060.00)

2. Cargill's Responsibilities:
   Cargill agrees to pay 37.5% of the magnesium hydroxide costs for this trial. Cargill's total costs for this trial shall not exceed ONE HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO CENTS ($124,440.00)

3. Tate & Lyle's Responsibilities:
   Tate & Lyle shall pay 37.5% of the magnesium hydroxide costs of this trial. Tate & Lyle's total cost for this trial shall not exceed ONE HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO CENTS ($124,440.00).

4. Timing:
   This trial shall commence within 30 days of the execution of this contract and shall not extend more than 180 calendar days or the term of this agreement; provided, however, that the Increase of Alkalinity Trial shall not proceed unless and until the Parties jointly agree that Tate & Lyle's discharge has met the requirements of Section B(2). Should the trial exceed any Parties' estimated cost share, the Parties shall meet

and confer to amend the cost shares. In the event the Parties are unable to agree on an amendment to the cost shares, this trial shall terminate.

**D. SULFATE REDUCTION TRIAL – Cargill Facility**

Cargill shall close the boiler flue gas damper thereby reducing the sulfate it discharges into the Sewer by 2,000 to 2,500 lbs. per day. There are no responsibilities for the City for this trial. The dampener closing will total 90 days on a cycle of: 30 days open; 30 days closed and continuing this cycle for the 180 day duration or on a schedule modified to ensure meaningful data collection and agreed to by the Parties. The dampener closing cycle shall begin within 30 calendar days of the execution of this Agreement. The City shall not contribute financially to this activity.

**E. MISCELLANEOUS MONITORING –**

All Parties agree to pay an equitable share of the probe rental costs and laboratory costs. The City, Tate & Lyle and Cargill agree to each pay 33% of the costs of 6-month rental of five (5) Aquatroll (ph, temperature, and ORP) probes. The City, Tate & Lyle and Cargill agree to each pay 33% of the costs of the additional laboratory costs of 6-month trial with Pace Laboratories. The total estimated costs for the 6 month rental rate and Lab Testing is Thirty-Five Thousand Four Hundred Fifty-One Dollars and Zero Cents $35,451.90. In the event rental and lab testing costs exceed any Parties' estimated cost share, the Parties shall meet and confer to amend the cost shares. In the event the Parties are unable to agree on an amendment to the cost shares, the rental and lab testing shall terminate.

## ARTICLE II

### Plan Cycling and Scheduling

All Parties shall agree to the Plan for project cycling developed by the Parties consultants and attached at Exhibit B. Project cycling means how each of the trials will be phased and cycled during the Hydrogen Sulfide Control Study. All Parties agree that there will be no changes or modification unless there is a consensus among all Parties. However, if such trials result in hydrogen sulfide being pushed farther downstream in the downtown area, the City of Dayton shall have the authority to make immediate adjustments to the project cycling and convene a meeting with Cargill and Tate & Lyle for follow up discussion; provided, however, that nothing in this section shall modify Article IV.

### Sampling and Monitoring

All Parties shall agree to the Sampling and Monitoring Plan for the project attached at Exhibit C and shall contribute both internal and outside testing laboratory work as delineated in Article I Section E. All Parties agree that there will be no changes or modification unless there is a consensus among all Parties.

# ARTICLE III

## Term and Termination

**A.** This Agreement shall commence on the Effective Date and expire on January 15, 2019, unless extended by mutual written agreement between the Parties or earlier terminated as provided herein.

**B.** The City may terminate this Agreement upon giving 10 days advance written notice to the other Parties, which shall specify the effective date of termination. Upon termination, Cargill and Tate & Lyle shall be required to pay its portion of the costs expended by the City as described above.

# ARTICLE IV

## PAYMENT

The City shall invoice Cargill and Tate & Lyle monthly for their Pro-Rata Share of the Project as defined in this agreement. Cargill and Tate & Lyle must pay these costs to the City within 20 calendar days of issuance of each invoice. The City of Dayton will include any contractor receipts; chemical vendor receipts or any receipts covered under this agreement with the monthly invoice to Cargill and Tate & Lyle as proof of activities. Late payments are subject to interest at the rate of ten percent per annum, compounded daily. Cargill agrees to make an initial FIFTEEN THOUSAND DOLLAR AND ZERO CENTS ($15,000.00) payment to the City upon execution of this Agreement. Tate & Lyle agrees to make an initial FIFTEEN THOUSAND DOLLAR AND ZERO CENTS ($15,000.00) payment to the City upon execution of this Agreement. This $30,000 pro-rata payment shall apply to the total payment obligation maximums stated in this Agreement. The initial payment will be credited towards the amounts that Cargill and Tate and Lyle owe under the Agreement, and will be deducted from the 1st billing. Cargill agrees to pay the City's costs and attorney fees expended to collect sums Cargill owes to the City under this Agreement. Tate & Lyle agrees to pay the City's costs and attorney's fees expended to collect sums Tate & Lyle owes the City under this Agreement. The Parties' total obligation under this Agreement, excluding internal costs and external legal and consulting fees, and the City's costs and attorney's fees expended to collect sums owed, shall not exceed the amounts set forth in Article I.

## ADDITIONAL CONSIDERATION

As additional consideration for entering into this Agreement, the Parties further agree that:

1. The City agrees not to implement an interceptor-based total sulfate limit or any sulfate-based limit during the term of this Agreement.
2. Nothing contained in this Agreement or otherwise shall be deemed to be an admission, or be deemed to have waived or modified any of their rights or remedies related to the Sewer and wastewater discharges thereto, and the Parties hereby expressly reserve all such rights and remedies.

# ARTICLE V

## General Provisions

### A. Entire Agreement

This Agreement represents the entire and integrated agreement between Dayton, Tate & Lyle and Cargill concerning the Hydrogen Sulfide Trials listed above. It is agreed that nothing contained in this Agreement shall modify or alter any other agreements by and between the Parties.

### B. Amendments

This Agreement may be amended by mutual agreement between the Parties, provided that no amendment shall be effective unless it is reduced to a writing, which makes specific reference to 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.

### C. Governing Law and Venue

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

### D. Notices and Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, or certified U.S. mail, postage pre-paid, to the respective party at the following address:

If to Dayton:

City of Dayton, Ohio Department of Water
320 W. Monument Ave.
Dayton, Ohio 45402
Attn: Michael Powell, Director

If to Cargill:

Doug Myers, Plant Manager
Cargill Inc.
3201 Needmore Rd
Dayton, Ohio 45414

If to Tate & Lyle: Renato Guerra, Plant Manager
Tate & Lyle Ingredients Americas LLC
5600 Brentlinger Rd
Dayton, Ohio 45414

Nothing contained in this Subsection shall be construed to restrict the transmission of routine communications between the Parties.

## E. EQUAL EMPLOYMENT OPPORTUNITY

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

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

## F. ASSIGNMENT

The Parties shall not assign any rights or duties under this Agreement without the prior written consent of all of the Parties. Nothing in this Article shall prevent the Parties from employing independent consultants, associates, and sub-consultants to assist in the performance of their obligations under this Agreement.

## G. WAIVER

A waiver by the City 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.

## H. SEVERABILITY

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

## I. CONSTRUCTION

The Parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.

## J. COUNTERPARTS

Cargill, Tate & Lyle,and the City each separately certify that the signatories to this Agreement have been fully authorized to enter into this Agreement and bind their respective parties. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, The City and Cargill, each by a duly authorized representative, have executed this Agreement on the Effective Date.

**CITY OF DAYTON, OHIO**

for City Manager

**CARGILL, INCORPORATED**

By: _____

Its: _____

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

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

July 25, 2018

Min. / Bk. I-15 Pg. 0317

Rachella Lauenstein

Clerk of the Commission

**IN WITNESS WHEREOF**, The City, Tate & Lyle and Cargill, each by a duly authorized representative, have executed this Agreement on the Effective Date.

**CITY OF DAYTON, OHIO**

_____
City Manager

CARGILL, INCORPORATED

By: Gavin Atterton

Its: VP OPERATIONS

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: _____

**APPROVED AS TO FORM AND CORRECTNESS:**

_____
City Attorney

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

_____, 2018

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

**IN WITNESS WHEREOF**, The City, Tate & Lyle and Cargill, each by a duly authorized representative, have executed this Agreement on the Effective Date.

**CITY OF DAYTON, OHIO**

_____
City Manager

**CARGILL, INCORPORATED**

By: _____

Its: _____

**TATE & LYLE INGREDIENTS AMERICAS LLC**

By: _____

Its: PLANT MANAGER

**APPROVED AS TO FORM AND CORRECTNESS:**

_____
City Attorney

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

_____, 2018

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name Tate & Lyle Ingredients Americas, LLC

Address 5600 Brentlinger Rd.

City Dayton State OH Zip+4 45414 -

Customer # @00005918 Address Location # 5600 Brentlinger Rd. Dayton, OH 45414

Federal ID#

*Revenue Information:* Fund 55003 Organization 3460 Revenue 22606 Program 54

*Contract Information:* Contract Start Date 2018 Contract Expiration Date 1/15/2019

*Billing Information:* Rate: Arrears X Pre-bill

Monthly (1st month of billing) July 2018

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date Rate Change Amount

*Description of Services (wording on invoice):* Part of the Hydrogen Sulfide Control Study Plan. Reimbursement by Tate & Lyle will be $308,438.31 by contractual agreement.

Departmental Approval

## TO BE COMPLETED BY FINANCE

City Reference Number 4-5918 Auditor Date 7/17/18

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

Director of Finance

(Rev 4/30/2008)

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name Cargill Inc.

Address 3201 Needmore Rd.

City Dayton State OH Zip+4 45414 -

Customer # @00005919 Address Location # 3201 Needmore Rd. Dayton, OH 45414

Federal ID#

*Revenue Information:* Fund 55003 Organization 3460 Revenue 22606 Program 54

*Contract Information:* Contract Start Date 2018 Contract Expiration Date 1/15/2019

*Billing Information:* Rate: Arrears X Pre-bill

Monthly (1st month of billing) July 2018

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date Rate Change Amount

*Description of Services (wording on invoice):* Part of the Hydrogen Sulfide Control Study Plan. Reimbursement by Cargill will be $423,368.82 by Contractual Agreement.

Departmental Approval

## TO BE COMPLETED BY FINANCE

City Reference Number 4 5919 Auditor Latonna Jones Date 7/17/18

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

Director of Finance

(Rev 4/30/2008)

EXHIBIT A

Hydrogen Sulfide Control Proof of Concept Plan

# EXHIBIT A

# HYDROGEN SULFIDE CONTROL

# PROOF OF CONCEPT PLAN

# 6 MONTH TRIAL

## OBJECTIVES

1. Reduction in hydrogen sulfide concentration in headspace of 42" interceptor and prevent the carryover or formation of hydrogen sulfide farther downstream
2. Collect pertinent data to demonstrate permanent design criteria
3. Demonstrate one or a combination of technologies defined below to achieve H2S reduction
4. Actively engage all parties to contribute and provide perspective on the design

## GOALS

1. The goal of the well water coolant is to substantially cool the sewer flow in the interceptor to retard the conversion of sulfates to sulfides.
2. To increase alkalinity in the waste stream through the addition of Magnesium Hydroxide as a 2nd Point Application to buffer the pH farther downstream.
3. To partially reduce Sulfates in Cargill's discharge through dampener closing
4. Better pH control at Tate & Lyle Discharge
5. Ozone Treatment of Head Space at Siphon

## OVERALL COST ALLOCATION:

The City, Tate & Lyle and Cargill proposes that the costs of the Proof of Concept (POC) be funded as indicated in the attached Cost Allocation Spreadsheet. Both Cargill and Tate & Lyle have been negotiating their Pro-Rata Share. Both parties have asked the City to front end the costs and bill each entity for their Pro-Rata Share on a Monthly Basis. Both parties have agreed to sign a contract that stipulates the City's terms.

# #1 WATER COOLANT

## Plan

The City of Dayton's Water Supply & Treatment facility has three wells off of Needmore that are being remediated for TCE Contamination. The remediation has been taking place for several years and at this time, the levels of TCE in these wells are low. WS&T has agreed to allow the Managed Sulfate Group to utilize the well water from these wells and redirect to the sanitary sewer for the purpose of cooling. The amount of well water capacity available is 2.5-4.0 MGD. The plan is to redirect the well water via HDPE Pipe towards Wagner Ford Rd and utilize a Speece Cone with supplemental Oxygen to supersaturate the water before discharge into the sanitary sewer. The temperature of the well water is a consistent 58 deg and will lower the wastewater temperature in the interceptor. For every 1 deg decrease in temp, there will be a 7% decrease in hydrogen sulfide formation.

## Costs

| | | | |
|---|---|---|---|
| **COOLANT MOBILIZATION** | | | |
| Allied TS: Mobilization | | | $36,460.00 |
| Allied TS: Equipment rental | $15,780.00 | 5 | $78,900.00 |
| **OXYGEN SUPPLEMENT** | | | |
| Allied TS: Construction of Pads; Site Work & Plumbing | $224,388.00 | | $224,388.00 |
| ECO2 System rental (Speece Cone) | $9,500.00 | 6 | $57,000.00 |
| ECO2: Oxygen tank setup | $6,960.00 | | $6,960.00 |
| ECO2: LOX Rental | $3,600.00 | 6 | $21,600.00 |
| ECO2: O2 gas ccf/day | $0.80 | 120 | $17,376.53 |
| ECO2: O2 Delivery Charges | $168.00 | 6 | $1,008.00 |
| ECO2: Remote Telemetry of O2 Tank | $100.00 | 6 | $600.00 |
| Ryder Truck Property Rental | $0.00 | 6 | $0.00 |
| Contingency | | | $15,000.00 |
| Total | | | $459,292.53 |

**Cost Allocation**

City: City not charging either entity the sewer volume charges for the discharge of well water into the sanitary sewer for the cooling of the wastewater. This has an equated value of $1,271,000 for 4 MGD during the 6-month trial. The $1,271,550 in lost revenue is the costs to hydraulically handle the water. Actual City Costs: $150,000 for power costs for pumping.

Cargill: 70% of costs of Mobilization and Equipment Rental for the discharge piping and 60% of the costs of the Oxygen supplement. $287,111.52

Tate & Lyle: 30% of costs of Mobilization and Equipment Rental for the discharge piping and 40% of the costs of the Oxygen supplement. $172,181.01

**Justification**: This alternative specifically addresses the cooling of Cargill and Tate & Lyle's discharge. The costs are pro-rated based on contributing flow. Cargill @ 4 MGD and Tate & Lyle @ 1.0 MGD

**Implementation**

This option can be implemented immediately upon the approval of the Director of the Dayton Water Department and the Ohio EPA. Contractor needs two weeks for mobilization. Cargill to front end the costs while working on cost sharing agreement with Tate & Lyle. It is recommended that we move on this alternative immediately.

## #2 INCREASE ALKALINITY

**Plan**

In addition to Cargill's pH setpoint of 10.8 S.U.'s at their discharge and Tate & Lyle's pH setpoint of 8.5 S.U.'s at their discharge, due to the high soluble COD and sulfate content, the alkalinity is consumed by the time it reaches Site E. In addition to the cooling of the interceptor, it is the intent to add Magnesium Hydroxide to add alkalinity to the waste stream to provide additional buffering capacity farther downstream past Site 4.

**Costs**

PREMIER QUOTE BASED ON 1,000 GAL/DAY OF MAG HYDROXIDE INCLUDES EQUIPMENT

| | | | |
|---|---|---|---|
| Mobilization and set up | $4,450.00 | 1 | $4,450.00 |
| Equipment removal and demob | $1,450.00 | 1 | $1,450.00 |
| Pm Support | $7,200.00 | 1 | $7,200.00 |
| Mag Hydroxide (reduced to 122 days @1000 gal/day) | $2.72 | 122000 | $331,840 |
| TOTAL | | | $344,940.00 |

**Cost Allocation**

| | |
|---|---|
| City: | 100% of Mobilization Costs and 25% of Chemical costs: $96,060 |
| Cargill: | 37.5% of costs: $124,440 |
| Tate & Lyle: | 37.5% of costs: $124,440 |

**Justification**: Approximately 25% of the Sulfate Load at Site E is attributed to the sulfate content in the potable water. Therefore, the City's cost allocation is 25%. The remaining costs are attributed based on contributing Soluble COD Loading which is about 50% each.

**Implementation**

This option can be implemented immediately upon the approval of the Director of the Dayton Water Department and the Ohio EPA. Chemical Contractor needs two weeks for mobilization. City to front the mobilization costs: $15k to get project moving then costs of chemicals to be allocated per allocation noted above. It is recommended that we move on this alternative immediately.

# #3 SULFATE REDUCTION

## Plan

Cargill has taken the initiative to investigate internal on-site sources of sulfate that they could target and evaluate if reduction was possible. Cargill has identified the amount of sulfate discharged from their Pre-Drier Scrubbers. It is possible to close the dampener to the Pre-Dryer Scrubber thereby reducing the sulfate by approximately 2,000-2,500 lbs/day. In addition to the cooling of the interceptor and the addition of alkalinity to the waste stream, this trial will include two months of dampener closing to evaluate the overall reduction of hydrogen sulfide in the interceptor. However, since closing of the dampener will result in a heat loss for their drying process, Cargill will need to provide natural gas heat to supplement the loss. The $45,000/month costs if attributed to the additional natural gas.

## Costs

| | |
|---|---|
| Cargill Capital Costs for Dampener Closing for a 3-month period | $100,000 |
| Additional Operating Costs $45,000/month | $135,000 |
| TOTAL | $235,000 |

## Cost Allocation

| | |
|---|---|
| City: | 0% of costs |
| Cargill: | 100% of costs: $235,000 |
| Tate & Lyle: | 0% of costs |

**Justification**: During the 6-month trial, Cargill will close the dampener for 1 month and monitor the sulfate reduction; then two more cycles of open for one month and quantify the sulfate production. This will be repeated for another cycle for a total dampener shutdown of three months. The additional operating cost is attributed to the additional natural gas that Cargill will be expected to use to supplement the heat loss from the dampeners.

## Implementation

This option can be implemented immediately upon the approval of the Director of the Dayton Water Department and the Ohio EPA. Cargill is prepared and equipped to implement the shutdowns when ready.

# #4 pH CONTROL

## Plan

The review of all of the historical data and research by the Managed Sulfate Group has revealed that pH is a major influent in preventing the dissolved sulfides from being released to gaseous hydrogen sulfide. According to the research, a pH of 8.5 at Site E will result in lower hydrogen sulfide readings. Additionally, the data suggests that the pH of Tate & Lyle's discharge is very erratic. Tate & Lyle is not in violation of its discharge permit, having maintained a pH between 6.0 and 12.0 S.U.s. However, Tate & Lyle has not been maintaining the targeted setpoint of 8.5 S.U.'s. Under this alternative, we will need Tate & Lyle to evaluate their pH monitoring equipment and controls to ascertain what is needed to maintain a consistent pH and at the desired setpoint. Lime is prohibited for pH neutralization.

## Costs

| | |
|---|---|
| T&L Capital Costs for pH Control | $ 30,000 |
| Additional Chemical Costs | $216,000 |
| TOTAL | $246,000 |

## Cost Allocation

| | |
|---|---|
| City: | 0% of costs |
| Cargill: | 0% of costs |
| Tate & Lyle: | 100% of costs: $246,000 |

**Justification**: During the 6-month trial, Tate & Lyle must control the pH to the 8.5 S.U.'s set point as per previous agreements with the City. The varying pH of 6.0-12.0 S.U.'s is affecting sulfide production. A better control to stabilize the pH to 8.5 will help control the hydrogen sulfide formation.

## Implementation

The implementation of this option is dependent on Tate & Lyle evaluating their pH control system. Timing is critical but we need additional information from T&L.

# #5 OZONE TREATMENT

**Plan**

During the recent Sulfate Reducing Bacteria (SRB) Regrowth Study, the hydrogen sulfide content in the sewer above the siphons remain high even through the dissolved sulfides are low. This could suggest that one of the barreled siphons remains stagnant and not in use during normal flows and allows hydrogen sulfide to remain in the headspace and migrate up the interceptor. This could suggest the need for air exchange. The City has been adamant that the air exchange via air scrubber or biofilter is not possible due to the adjacent residential neighborhood. One option suggested was the use of an Ozone generator to treat the headspace. However, research indicates that Ozone may not be effective at the high concentrations of hydrogen sulfide. It may be effective as polishing.

**Costs**

| | |
|---|---|
| Capital Costs | $TBD |
| Operating Costs | $TBD |
| TOTAL | $TBD |

**Cost Allocation**

| | |
|---|---|
| City: | 33% of costs |
| Cargill: | 33% of costs |
| Tate & Lyle: | 33% of costs: |

**Justification**: The Managed Sulfate Committee agreed to hold off on this due to several reasons including:

- The effectiveness of Ozone at high hydrogen sulfide levels is unknown
- The reduction of hydrogen sulfide with the cooling and the addition of magnesium hydroxide may prove that this alternative is not necessary. Nevertheless, this alternative will remain on the table.

**Implementation**

The implementation of this option is on hold pending the results of the cooling and magnesium hydroxide alternatives.

## #5 MISCELLANEOUS

**Plan**

Rental of Ph, Temperature and ORP Probes

Pace Laboratory testing for Dissolved Sulfates and Total Sulfates

**Costs**

| | |
|---|---|
| Probe Rentals | $27,810 |
| Lab Costs | $ 6,500 |
| Contingency | $ 1,500 |
| TOTAL | $35,451 |

**Cost Allocation**

| | |
|---|---|
| City: | 33% of costs: $11,817 |
| Cargill: | 33% of costs: $11,817 |
| Tate & Lyle: | 33% of costs: $11,817 |

**Justification**: Testing and Monitoring

**Implementation**

Immediately

## SPECIFIC ACTION PLAN

1. Approval of the Director of the Dayton Department of Water- Approved

2. Approval of City's Costs for 6-month Trial – City Commission approval – 3 weeks

3. Approval of the Ohio EPA SW District – Approved

4. Develop Goals and Monitoring Plan
    a. Criteria
        i. Reduce hydrogen sulfide in sewer interceptor below 20 ppm
        ii. Cannot push hydrogen sulfide farther downstream. Must contain

    b. Establish goals for Stages of the Trial - Completed
        i. Duration for Varying Coolant Flow
        ii. Duration for Varying Supplemental Oxygen
        iii. Duration for Varying Mag Hydroxide Feed
        iv. Cargill Dampener Closing
            1. One month closed
            2. One month open
            3. One month closed
            4. One month open

    c. Specific Monitoring Plan - Completed
        i. Odaloggers at Site 3; Site E and Site 4 — Daily
        ii. pH monitoring at: Cargill; T&L and Site E — Daily
        iii. Sulfate monitoring at: Cargill, T&L and Site E — Daily
        iv. Monitor H2S in interceptor through downtown area

EXHIBIT B

Project Cycling Schedule

# EXHIBIT B

**HYDROGEN SULFIDE CONTROL PLAN SCHEDULE**

Developed by: Managed Hydrogen Sulfide Control Group

UPDATED: 6/8/18

| GOAL / Week Beginning Date | 11-Jun | 18-Jun | 25-Jun | 2-Jul | 9-Jul | 16-Jul | 23-Jul | 30-Jul | 6-Aug | 13-Aug | 20-Aug | 27-Aug | 3-Sep | 10-Sep | 17-Sep | 24-Sep | 1-Oct | 8-Oct | 15-Oct | 22-Oct | 29-Oct | 5-Nov | 12-Nov | 19-Nov | 26-Nov | 3-Dec | 10-Dec | 17-Dec | 24-Dec | 31-Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1 COOLING** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Initial piping installation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Add 1 MGD of 58° C cooling water (or 1 pump) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Add 2 MGD of 58° C cooling water (or 2 pumps) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Add 3 MGD of 58° C cooling water (or 3 pumps) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Add 4 MGD of 58° C cooling water | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Determine optimum flow for further trials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **OXYGENATION** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Install Speece cone and oxygen supply | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Add oxygenated flow to Sewer **(Cooling water flow and O2 varied based on results)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **2 INCREASE ALKALINITY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Installation of MgOH at Miami Water Plant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Addition of X lbs/day of MgOH **(Dosage may be varied based on results)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **3 SULFATE DISCHARGE REDUCTION** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Modifications to damper ductwork, etc **(Timing depends on Appendix J air test schedule)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Close damper to reduce sulfate load | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Open damper to test impacts downstream | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **4 pH CONTROL** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Install new chem pump at Tate & Lyle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Implement continuous 8.5 pH control | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **5 OZONE TREATMENT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Evaluate potential use based on success of Goals 1 thru 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

IF NEEDED

**Notes:**

T&I outage planned for last two days of Sept. 2018

Cargill has a small outage planned in August 2018, major outage March 2019

Schedule to be altered by Managed Hydrogen Sulfide Control Group, based on monitoring results

EXHIBIT C

Sample and Monitoring Plan

# Table 1
## Sampling Plan for Groundwater Addition Trial

Updated 6/7/18

| | | Sampling Locations (with Manhole Numbers) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Lab Parameters** | Frequency | Cargill (CARG-01) | Tate & Lyle (STAL-01) | Needmore West Tributary 18-inch (V08AM0040) | Groundwater Discharge (into MH 100433) | Site 3 Inpark Circle 42-inch (V000M0220) | I-75 42-inch (V00AM0080 [7]) | Site E [1] Embury Park 42-inch (V000M0010) | Site 4 [1] Kettering Field 60-inch (P000J0170) | Longfellow Pump Station (below 2nd siphons) |
| Chemical Oxygen Demand (Hach 8000) | Daily at Cargill and Tate & Lyle; Tues. and Friday at Other Locations | Composite | Composite | | Grab (monthly only) | Grab | | | Grab | |
| Alkalinity (SM 2320-B) | Weekly at Cargill and T&L [6]; Tues. and Friday at Other Locations | Composite | Composite | | Grab (monthly only) | Grab | Grab | Grab | Grab | |
| Sulfate (SM 4500 SO4-D) | Weekly at Cargill and T&L [5]; Tues. and Friday at Other Locations | Composite | Composite | | Grab (monthly only) | Grab | | | Grab | |
| Dissolved Sulfide [2] (SM 4500 S2-D) | Tues. and Friday | | | | Grab (monthly only) | Grab | Grab | Grab | Grab | |
| **Probe/Meter Parameters** | | | | | | | | | | |
| Precipitation | Continuous | Cargill Weather Station | | | | | | | | |
| Flow | Continuous | Cargill Meter | T&L Meter | City-Emnet | City-Meter | City-Emnet | | | City-Emnet | ? |
| pH | Continuous | Cargill Meter | T&L Meter | | | | | | | |
| Temperature | 3 times/week grab during day shift ( by City sampling crew ) | X | X | | | | | | | |
| pH, Temp., Dissolved Oxygen, and Oxidation/Reduction Potential (ORP) | Continuous AquaTroll 600 [4] or Equivalent | | | | X [3] | X | X | X | X | ? |
| Hydrogen Sulfide (H2S) & Temp. | Continuous Odalog [1] | | | | | X | X | X | X | X |

*Notes:*

All sampling from Cargill and Tate & Lyle outfalls will be conducted by the two companies as part of their routine compliance monitoring (with the exception of outfall temperature).

All other monitoring and sampling/analyses will be conducted by City of Dayton and outside laboratories as needed.

1 - Cargill will continue to collect daily instantaneous field measurements required by Permit (Mon-Friday) for pH, temperature, H2S using an Odalog, and dissolved sulfide using Cargill internal Method WW-047-1 (Hach Methylene Blue). Measurements are generally collected in the 8:00 to 10:00 a.m. timeframe.

2 - Dissolved sulfide sample to be field flocculated per SM-4500-S2-B; decant is collected, preserved with zinc acetate and sodium hydroxide and sent to lab for analysis.

3 - Continuous measurement is not needed. A different type of multi-parameter meter can be used, other than AquaTroll. Sampling from a sample tap downstream of Speece cone; frequency to be determined.

4 - One extra probe should be available to swap-out with the deployed probes, to allow for extended cleaning and recalibration, and for spot checking data.

5 - T&L currently samples monthly for sulfate; will assess voluntary weekly sampling during the trial.

6 - Cargill and T&L do not routinely monitor for alkalinity; voluntary weekly composite sampling can be done cost effectively on same schedule as sulfate.

7 - Based on 1980 as-built drawings, MH V00AM0080 has depth of 13.04 ft. (manhole to bottom of pipe), which is comparable to Site E at 13.25 ft. If manhole overflow or submergence of Odalog probe is a concern, MH V00AM0070 could be selected, which has depth of 13.94 ft.

ECO$_2$®

# Odor and Corrosion Control By SuperOxygenation

## Lease Agreement

## City of Dayton, Ohio
## Remediation Well SuperOxygenation

**July 3, 2018**

**This Agreement is entered into this 8 day of ~~July~~ August 2018 by and between the City of Dayton, Ohio and Eco Oxygen Technologies, LLC.**

**Eco Oxygen Technologies, LLC** ("$ECO_2$") proposes to supply the SuperOxygenation System equipment to **City of Dayton, Ohio ("Lessee").**

Lessee agrees to accept the terms and conditions set forth herein for the SuperOxygenation System operation to be conducted at **Lessee's Facility.**

The scope of supply of this agreement shall include:

**One (1) ECO2 representative will be provided for set-up and tear-down.**

**The operating protocol will be as agreed by ECO2 and Lessee to achieve process goals.**

**Utility service and oxygen supply will be supplied by ECO2, in accordance with the needs and requirements as detailed on the attached document describing ECO2 SuperOxygenation System.**

**SuperOxygenation System Leasing Cost for the Operating Duration**

| $ECO_2$ System Rental* | Price/Month |
|---|---|
| $ECO_2$ System with Oxygen Control Panel | $9,500 |

**$ECO_2$ with Liquid Oxygen System Lease**

A rental LOX tank and vaporizer equipment are available from Airgas. The costs in the table below are reflective of $ECO_2$ managing the equipment and product delivery.

| AirGas LOX Rental | Price | Quantity | Total |
|---|---|---|---|
| LOX Equipment Rental | $3,600/Month | 6 | $21,600 |
| LOX Product Delivery (per delivery, estimate 1 per month)* | $168/Delivery | 6 | $1,008 |
| LOX Equipment Installation/Delivery/Removal | $6,960 | 1 | $6,960 |
| LOX Product Cost ** | $0.804/ccf @ 120 ccf/day | 180 | 17,376.53 |
| Telemetry for LOX tank level | $100/month | 6 | $600 |
| **6 Month Rental and Product Cost Estimate** | | | **$47,544.53** |

* Estimate is one delivery per month, but will be charged based on actual deliveries.
**Charges for LOX product and deliveries will be based on actual usage.
**Operating Period: 6 Months minimum**

## TERMS AND CONDITIONS

### Payment Terms

First month's rent is due ten days (10) prior to delivery of equipment.

Subsequent monthly payments are to be made in advance of the 1st day of each subsequent month. Payment should be sent to:

Eco Oxygen Technologies, LLC
3939 Priority Way South Drive, Suite 200
Indianapolis, IN 46240

Any payment more than one month past due will provide ECO2 the right to demand immediate return of the equipment, upon written request.

### Other Terms

Title to the Equipment will not pass to Lessee at any time. Lessee has no rights or interest in the Equipment except as specified in the Agreement.

Each party agrees to keep in the strictest confidence, and not disclose to any third party which is not an affiliate or to use for any purpose (other than in connection with this Agreement and any existing Agreement), any and all information relating to the other party's business which is either marked "confidential" or is clearly, by its nature confidential, without the disclosing party's written consent. The obligations in this Clause which will continue after termination of this Agreement, will not apply to information which is or comes into the public domain for reasons not due to the default of the recipient or is lawfully received from a third party without restriction. Each party may disclose the other's confidential information to employees, agents, contractors and professional advisors on a need to know basis and to others having a legal right or duty to know that information. This section is subject to Ohio's Public Records Law.

### ECO2

1. ECO2 will provide insurance against damages to the said SuperOxygenation System during transportation to and from testing location.

2. The raw data generated will be shared between ECO2 and Lessee.

**Lessee**

1. Lessee shall provide set-up assistance at the site for the SuperOxygenation System placement site, electrical connections, and inlet and outlet connections.

2. Lessee will be responsible for meeting permitting requirements regarding the operation of the pilot facility during the operation of the SuperOxygenation System.

3. Lessee shall be responsible for all costs and materials associated with water quality testing.

4. The testing period will be from the date the SuperOxygenation System arrives on-site until the date the SuperOxygenation System is broken down for return shipment to ECO2 (or other location).

5. Fresh water shall be available at site in suitable quantities to flush and purge the SuperOxygenation System before, during and after testing.

6. If necessary, Lessee shall allow the SuperOxygenation System to remain at site for storage or field maintenance for a period of up to one month at no charge to ECO2.

7. Lessee shall ensure that arrangements are made to allow ECO2 field personnel free access to the SuperOxygenation System anytime it is at the site.

8. During all times that the SuperOxygenation System is in operation Lessee or Lessee's representative shall make provision for at least one daily 15 minute visit to the SuperOxygenation System.

9. Lessee agrees to hold harmless ECO2, its employees, and affiliates from any costs or liabilities which Lessee may incur as a result of operating the SuperOxygenation System.

10. Lessee must not assign, transfer or otherwise dispose of this Agreement without prior written approval from ECO2.

11. Lessee will immediately return equipment to the possession of ECO2 upon written request if monthly lease payments are more than one month past due.

## Other Provisions

### A. Governing Law and Venue

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

### B. EQUAL EMPLOYMENT OPPORTUNITY

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

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

The Parties shall not assign any rights or duties under this Agreement without the prior written consent of all of the Parties. Nothing in this Article shall prevent the Parties from employing independent consultants, associates, and sub-consultants to assist in the performance of their obligations under this Agreement.

### C. WAIVER

A waiver by the City 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.

### D. 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 provisions shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

**E. CONSTRUCTION**

The Parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.

**F. POLITICAL CONTRIBUTIONS**

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

This Agreement is the complete and exclusive statement of the agreements between the parties relating to this subject matter and supersedes all previous communications, representations and arrangements, written or oral. Lessee confirms that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence or documents issued in connection with this Agreement will not apply unless expressly accepted in writing by ECO2.
Except as otherwise permitted by this Agreement no change to its terms will be effective unless it is in writing and signed by persons authorized on behalf of both parties.

Attachments:

1. SuperOxygenation System Proposal

The City and ECO2, each by a duly authorized representative, have executed this Agreement as of the day and date first set forth above. :

| | |
|---|---|
| ECO Oxygen Technologies, LLC | City of Dayton, Ohio |
| "Owner" | "Lessee" |
| By: | By: |
| Date: 7/5/2018 | Date: 8/8/18 |

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

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

July 25, 2018

Min. / Bk. I-15 Pg. 0317

Clerk of the Commission

*NOTES: This proposal contains information that is considered proprietary to ECO Oxygen Technologies, LLC ($ECO_2$). Disclosure of its content to another party other than the party it is addressed to is strictly prohibited without $ECO_2$'s written authorization.*

**Attachment 1**

## I. $ECO_2$ BASIS OF DESIGN

The design is based on data provided by Hazen and Sawyer for the 42" gravity interceptor and remediation wells as outlined in the table below.

| Characteristic | Value |
|---|---|
| Remediation Well Flow (gpm) | 1690-3190 |
| Remediation Well Pipeline Diameter (in) | 18 |
| Total Dynamic Head on Pumps (ft of head) | 150 |
| Gravity Interceptor Flow (mgd) | 5.9 |
| Gravity Interceptor Diameter (in) | 42 |
| Industrial Flow Temperature (deg C) | 37 |
| *Remediation Flow Temperature (deg C) | 20 |
| *Blended Temperature (deg C) | 25 |
| Elevation Above Sea Level (ft) | 740 |
| *Oxygen Uptake Rate of Industrial Flow (mg/L/hr) | 20 |
| Existing Dissolved Sulfides (mg/L) | 0.21 |

* indicates an assumed value

### $ECO_2$ System Construction

The $ECO_2$ system consists of a hollow, stainless steel cone with no internal mixers, baffles or moving parts. The influent and effluent pipes are a minimum of 6" diameter, capable of passing dirty wastewater without clogging. The dish-shaped bottom with the discharge pipe at the low point provides for a self-cleaning device with no need for maintenance.

## II. $ECO_2$ PROPOSAL

Assuming a Hydraulic Retention Time of 2 hours and an oxygen uptake rate of 20 mg/L/hr (most force mains have a maximum of 10 mg/L/hr with municipal wastewater flow), the 5.9 MGD gravity flow would require 2 hr * 20 mg/L/hr * 8.34 lbs/gal * 5.9 MGD = 1968 lbs $O_2$/day. The proposed system is designed to maximize how much oxygen that can be dissolved in the remediation well flow. The maximum amount of oxygen that can be added is approximately ½ of that demand at ~1000 lbs $O_2$/day. The 4.6 MGD of remediation well water would be raised to 27 mg/L and then discharged into the gravity interceptor. This DO level would be diluted to ~12 mg/L.

Areas of concern:

1. Any air gap between the SuperOxygenated remediation well water and the wastewater flow provides an opportunity for the oxygen dissolved to be forced out of solution due to turbulence.
2. The cone is 22 ft tall and has 10-15 ft of head loss. This head loss is a function of the friction loss and the water fighting its way through the bubble swarm. The available pumps need to be further evaluated to ensure the remediation well water can enter and exit the cone.

**Rental Cost**

$ECO_2$ has a 10 ft diameter system available that could be used to SuperOxygenate the remediation well water before it is discharged into the gravity interceptor. We also have an oxygen control panel that would require 120V power and a local oxygen set point could be input into a Mass Flow Controller. In order to use this system, the cone inlet size would need to have the 18" piping reduced to 10" right before entering the cone. The discharge size is 24" but this can be reduced to 18" if chosen to do so. This setup would require that all three-existing remediation well pumps be operated to provide the flow of 3,190 gpm to the cone.

| $ECO_2$ System Characteristic | Value |
|---|---|
| $ECO_2$ System Diameter (ft) | 10 |
| $ECO_2$ Water Flow Rate (gpm) | 3,190 |
| Required $ECO_2$ Inlet Size (in) | 10 |

**Additional Options**

$ECO_2$ recommends maintaining a constant water flowrate through the cone and implement changes in the oxygen feed to see how the sulfide levels in the gravity interceptor change. To reduce the water flow rate through the $ECO_2$ SuperOxygenation system would require a

reduction in the oxygen feed as well as a reduction in inlet size. For example, if two well remediation pumps were operated at 1,690 gpm, the maximum oxygen feed would be 540 lbs $O_2$/day. The water flow reduction could be accomplished by inserting an orifice plate between the top cone flange and the inlet piping flange. The orifice plate would be ¼" stainless steel with an appropriate sized hole cut in the middle. The pilot could be operated at full flow for a period of time (weeks or months) and then an orifice plate could be installed and then the cone could be operated at the reduced water and oxygen flow rate for a period of time.

| $ECO_2$ System Rental* | Price/Month |
|---|---|
| $ECO_2$ System with Oxygen Control Panel | $9,500 |

*Not including the oxygen source. Please see below for options, price reflective of 6 month minimum rental agreement. Installation, water piping, valves, oxygen piping and any other required appurtenances to be provided by others.

**$ECO_2$ with Liquid Oxygen System Lease**

A rental LOX tank and vaporizer equipment are available from Airgas. The costs in the table below are reflective of $ECO_2$ managing the equipment and product delivery.

| AirGas LOX Rental | Price | Quantity | Total |
|---|---|---|---|
| LOX Equipment Rental | $3,600/Month | 6 | $21,600 |
| LOX Product Delivery (per delivery, estimate 1 per month)* | $168/Delivery | 6 | $1,008 |
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| LOX Product Cost ** | $0.804/ccf @ 120 ccf/day | 180 | 17,376.53 |
| Telemetry for LOX tank level | $100/month | 6 | $600 |
| **6 Month Rental and Product Cost Estimate** | | | **$47,544.53** |

* Estimate is one delivery per month, but will be charged based on actual deliveries.
**Charges for LOX product and deliveries will be based on actual usage.

## III. $ECO_2$ GUARANTEE

**Experience**

$ECO_2$ has over 15 years of experience in the design, assembly, start-up and operation of SuperOxygenation systems. $ECO_2$ brought SuperOxygenation technology to the wastewater market for odor and corrosion control with our first three systems installed in 2003. Currently

we have over 70 installations across the U.S. that are all running successfully. We're happy to share our installation list with you and have you talk to any of our clients.

## The $ECO_2$ Approach to Successful Installations

We have gained valuable experience in the design of our systems for various applications. We are confident that the system designed for your application will meet the performance objectives of this project.

## $ECO_2$ Performance Guarantee

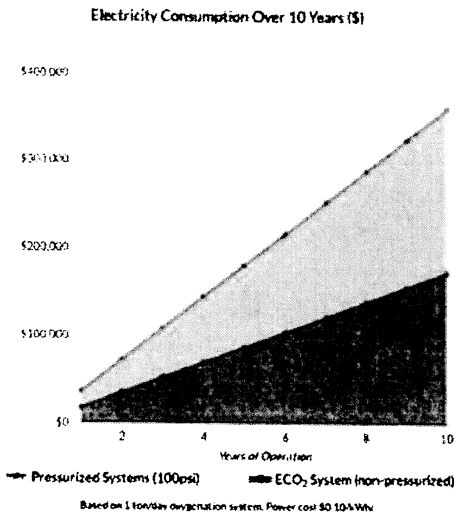
$ECO_2$ will provide a performance guarantee based on the provided data reflected in the basis of design. $ECO_2$ will provide performance assessment and adjustment during system commissioning to ensure the system is operating according to the design specifications.

## IV. COMPETITIVE ADVANTAGES

### No Pressurization

The typical $ECO_2$ system is not pressurized, but takes advantage of the existing "free" pressure on the force main instead. This is important because:

- Electricity consumption of a pump increases exponentially when adding pressure.
- Oxygen has to be supplied at higher pressure, increasing the power consumption of the O2 generator.
- There is a risk for effervescence where pressurized systems depressurize in the force main.




### No small openings

All openings on every $ECO_2$ system are a minimum of 4'' in diameter ensuring the capability of passing dirty wastewater without clogging. This is important because:

- A system with small openings such as nozzles or venturis is prone to clogging and is therefore not a reliable odor control technology
- Small openings will clog and require constant attention and maintenance, raising the O&M costs and wasting valuable man-power.
- Chopper or grinder pumps may alleviate the problem, but they add another piece of equipment to the maintenance cycle and require additional horse power. They are also designed to pass particles through the pump itself, not necessarily small openings downstream of the pump.

### No Bubbles

The $ECO_2$ system dissolves the oxygen bubbles outside of the force main in the cone. The bubbles are trapped in the cone until they are dissolved. No gaseous oxygen enters the force main. This is important because:

- Gaseous oxygen is not available to the microorganisms as an oxygen source
- Gaseous oxygen will rise to the crown of the pipe and create a potentially hazardous headspace in the sewer
- Gaseous oxygen is either lost through air release valves or may air lock the pipe or pumps.

## V. TERMS & CONDITIONS

### 1. Prices and Payment

All prices set forth in this proposal are FOB Origin, Indianapolis, IN, USA, and unless otherwise stated do not include installation, sales taxes, shipping, insurance, or other similar charges. The prices listed in this proposal are budgetary in nature and are good for 60 days from the date of this proposal.

Rental Fee is due monthly on 1st of the month.

BACK

# City Manager's Report

9.

**From** **6210 - Police Director**

**Date** **October 7, 2020**

**Expense Type** **Contract Modification**

**Total Amount** **$59,932.60 Estimated Revenue**

**Supplier, Vendor, Company, Individual**

**Name** **Great Lakes Construction**

**Address** **925 Laidlaw Ave.**
**Cincinnati, Ohio 45237**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| General Fund | 10000-6210-22611-71 | $59,932.60 |

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

**Description**

**First Amendment to a Service Agreement**
**with Great Lakes Construction**

City Commission approval is requested for a modification to a Service Agreement with the Great Lakes Construction for off duty police officer services. The original contracted amount of $9,718.80 was under $10,000.00 and did not require Commission approval. Great Lakes Construction is requesting additional off duty police officer services in the amount of $50,214.30.

Great Lakes Construction has requested off duty police officer services to assist with lane closure on U.S. 35 at Smithville Road for ODOT Project#190247, in a location within the municipal corporation limits of the City of Dayton, Ohio beginning on Monday, March 16, 2020 through Thursday, December 31, 2020.

The First Amendment Agreement is for 740 officer hours at a rate of $66.70 per hour, 740 Vehicle hours at a rate of $13.00 per hour and 740 night differential hours at a rate of $1.29 per hour. The estimated revenue is $59,932.60 and thus requires Commission approval.

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

The Certificate of Revenue is attached.

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 10/2019

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name The Great Lakes Construction Company

Address 925 Laidlaw Avenue

City Cincinnati State Ohio Zip+4 45237 -

Customer # 340689355 Address Location # P1

Federal ID# 34-0689355

*Revenue Information:* Fund 10000 Organization 6210 Revenue 22611 Program 71

*Contract Information:* Contract Start Date 3/16/2020 Contract Expiration Date 12/31/2020

*Billing Information:* Rate: Off. $66.70 - X
Sgt. $77.36
Lt. $89.71
Night Diff $1.29 - X
Veh. $13.00 - X

Arrears Pre-bill X

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) Invoiced Monthly - Estimated Revenue $59,932.60

Rate Change Date TBD Rate Change Amount TBD

*Description of Services (wording on invoice):* *To assist with lane closure on U.S. 35 at Smithville Road for ODOT Project#190247, in a location within the municipal corporation limits of the City of Dayton, Ohio beginning on Monday, March 16, 2020 through Thursday, December 31, 2020.*

Departmental Approval _____

## TO BE COMPLETED BY FINANCE

Revenue Contract Number 5-9355 Auditor D. Billy Date 9.25.2020

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

Director of Finance _____

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN GREAT LAKES CONSTRUCTION AND THE CITY OF DAYTON, OH**

This First Amendment to the original Agreement (hereinafter "Agreement") between the Great Lakes Construction and the City of Dayton, Ohio (hereinafter "City"), is effective _____, 2020.

**WHEREAS**, Great Lakes Construction and the City entered into the Agreement effective March 16, 2020 ("Original Agreement"); and

**WHEREAS**, the parties now desire to amend the Agreement to increase the dollar amount by $50,213.80. The parties have agreed upon terms and conditions under which the Agreement shall be amended and further desire to reduce such terms and conditions to writing.

**NOW, THEREFORE**, in consideration of the mutual covenants and warranties contained herein, the parties agree as follows:

Replace **Exhibit A** with the following:

**Exhibit A**

1. Scope of Services/Event Information

   A. To assist with lane closure on U.S. 35 at Smithville Road for ODOT Project#190247, in a location within the municipal corporation limits of the City of Dayton, Ohio beginning on Monday, March 16, 2020 through Thursday, December 31, 2020.

2. Payment/Cost/Method of Payment

   A. PAYMENT

   Contractor shall pay $66.70 per hour for each police officer; $77.36 per hour for each police sergeant; and $89.71 per hour for each police lieutenant; $1.29 per hour additional for night differential and $13.00 per vehicle per hour, when applicable.

   Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

   Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

   B. ESTIMATED COST: $59,932.60 (740 Officer Hours @ $66.70 per hr.; 740 Vehicle Hours @ $13.00 per hr.; 740 Night Differential Hours @ $1.29 per hr.)

C. METHOD OF PAYMENT: Invoiced Monthly

3. Contractor's Authorized Representative/Contact

NAME: Blake Cauldwell
ADDRESS: 925 Laidlaw Ave.
Cincinnati, Ohio 45237
OFFICE: (513) 554-0720
CELL: (216) 387-6848

4. Officers Assigned to Event, Rank: 1

**END EXHIBIT A**

Contractor and the City agree, except as modified by this First Amendment, the Agreement shall remain in full force and effect.

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

**CITY OF DAYTON, OHIO**

_____
City Manager

**APPROVED BY:**

_____
Director and Chief of Police

**APPROVED AS TO FORM AND CORRECTNESS:**

9/25/2020

X John Musto for
City Attorney

Signed by: Musto, John

**GREAT LAKES CONSTRUCTION**

Albert P. Leonard, PE, CPESC
Vice President

E-Mail: bcauldwell@greatlakesway.com

Federal I.D. Number: 34-0689355

**APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:**
**_____, 2020**
**MIN. BK. _____ PG. _____**

_____
**CLERK OF THE COMMISSION**

# AGREEMENT

THIS AGREEMENT is made this 24th day of March 2020, between the City of Dayton, Ohio ("City") and The Great Lakes Construction Company, 925 Laidlaw Ave., Cincinnati, Ohio 45237 ("Contractor").

## WITNESSETH THAT:

**WHEREAS**, the City, upon request by a private person, firm, corporation, or institution, may detail off-duty police officers to perform police-related functions pursuant to the authority of Section 35.27 of the Revised Code of General Ordinances of the City of Dayton; and

**WHEREAS**, because public safety requires the use of off-duty police personnel to perform police-related functions, Contractor requests the services of off-duty police officers, police supervisors, and/or parking enforcement aides (hereinafter collectively referred to as "police personnel"); and

**WHEREAS**, the City can provide off-duty police personnel and Contractor agrees to remit payment to the City for the total cost of providing such police personnel.

**NOW, THEREFORE,** in consideration of the mutual covenants, conditions and benefits to be derived hereby, the City and Contractor hereby agree as follows:

**Section 1.** Subject to Sections 2 and 3, the City agrees to make available certain police personnel to perform the police-related functions which are further explained in Exhibit A attached hereto and incorporated herein, beginning Monday, March 16, 2020.

Contractor understands and agrees that no further use of police personnel provided hereunder will be made without the express written authorization of the City's Chief of Police or authorized representative.

**Section 2.** Unless waived by the City, Contractor shall notify the City at least fourteen (14) days in advance of the date(s) for which the police services are requested. The notice shall be given to the City's Chief of Police or his/her authorized representative, and shall specify the number and rank of police personnel requested and the hours and specific location(s) where the police services are needed.

The City's Chief of Police or authorized representative shall have final authority for determining the availability of off-duty police personnel and the number and rank of such police personnel needed to provide an adequate level of security, traffic control and/or crowd control for the specified date(s) and location(s).

**Section 3.** All police personnel assigned pursuant to this Agreement shall remain subject to the authority of the City's Chief of Police, and shall act and respond in accordance with established City police procedures, rules and regulations. The duties and responsibilities of the police personnel assigned pursuant to this Agreement, including chain of command duties and responsibilities, shall be determined in accordance with the City's established police procedures, rules and regulations.

Off-duty police personnel assigned pursuant to this Agreement may be reassigned, without notice to Contractor, to other locations and/or to perform other police services, functions or duties as required by the City's established police procedures, rules and regulations or by exigent circumstances requiring a police response.

**Section 4.** Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as outlined in Exhibit A. Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

**Section 5.** Contractor understands and agrees that all police personnel assigned pursuant to this Agreement shall be billed for a minimum of two (2) hours of services, even though the hour(s) of service requested by Contractor and performed by the police personnel is less than two (2) hours.

**Section 6.** In the event that Contractor cancels the requested police services less than twenty-four (24) hours prior to the specific date(s) for the rendering of such police services, Contractor shall be billed and shall remit payment for two (2) hours of services for each off-duty police personnel assigned to report on that date to perform the requested police services.

**Section 7.** Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney's fees), damages, claims, suits or liabilities of every kind, which arise out of the Contractor's, its agents, or employee's negligence or intentional misconduct.

**Section 8.** In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set first forth above or such other address as may be specified by Contractor; or (ii) if Contractor shall default in or fail to make payment(s) for the police services at the times and in the amounts as required of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.

**Section 9.** This Agreement shall be for the period of Monday, March 16, 2020 through Thursday, December 31, 2020.

*This agreement is approved by the City Attorney. This Agreement has been approved as to form and correctness by the Dayton City Attorney.* ***Any*** *changes to this Agreement, by any party, and/or any contract in an amount over Ten Thousand Dollars ($10,000) must be submitted to the Law Department for approval. This Agreement is in an amount of Ten Thousand Dollars ($10,000) or less and no Commission action is required.*

**[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 day and date set forth above.

**CITY OF DAYTON, OHIO**

City Manager

**APPROVED BY:**

Director and Chief of Police

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

**THE GREAT LAKES CONSTRUCTION COMPANY**

Aaron Downs
Project Manager

Albert P. Leonard, PE, CPESC
Vice President

E-Mail: bcauldwell@greatlakesway.com

Phone: (513) 554-0720

Federal I.D. Number: 34-0689355

**THIS AGREEMENT HAS BEEN APPROVED AS TO FORM AND CORRECTNESS BY THE DAYTON CITY ATTORNEY. THIS AGREEMENT IS IN AN AMOUNT OF TEN THOUSAND DOLLARS ($10,000) OR LESS. NO CITY COMMISSION ACTION IS REQUIRED.**

**Exhibit A**

1. Scope of Services/Event Information

   A. To assist with lane closure on U.S. 35 at Smithville Road for ODOT Project#190247, in a location within the municipal corporation limits of the City of Dayton, Ohio beginning on Monday, March 16, 2020 through Thursday, December 31, 2020.

2. Payment/Cost/Method of Payment

   A. PAYMENT

   Contractor shall pay $66.70 per hour for each police officer; $77.36 per hour for each police sergeant; and $89.71 per hour for each police lieutenant; $1.29 per hour additional for night differential and $13.00 per vehicle per hour, when applicable.

   Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

   Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

   B. ESTIMATED COST: $9,718.80 (120 Officer Hours @ $66.70 per hour; 120 Vehicle Hours @ $13.00 per hour; 120 Night Differential Hours @ $1.29 per hour)

   C. METHOD OF PAYMENT: Prepaid $2,429.70 (25% of Estimated Cost)

3. Contractor's Authorized Representative/Contact

   NAME: Blake Cauldwell
   ADDRESS: 925 Laidlaw Ave.
   Cincinnati, Ohio 45237
   OFFICE: (513) 554-0720
   CELL: (216) 387-6848

4. Officers Assigned to Event, Rank: 1 Officer



BACK

# City Manager's Report

10.

**From** 6450 - PW/Civil Engineering

**Date** October 7, 2020

**Expense Type** Other, (See Description Below)

**Total Amount** $200.00 (Paid to City)

**Supplier, Vendor, Company, Individual**

**Name** Miami Valley Hospital

**Address** 1 Wyoming Street
Dayton, Ohio 45409

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| General Fund | 10000-6450-27118-54 | $200.00 |

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

**Description**

**SPECIAL USE PERMIT TO INSTALL CONDUIT**

Permission is requested for Miami Valley Hospital, being the owner, to install one 4" conduit for private fiber in the parking lot at 122 Wyoming Street.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 06/2016

Special Privilege No. 940619

**MAIL PERMIT TO:**

NAME: A[illegible] Technical Services, Inc
ADDRESS: Jacobs Telephone Contractors
3831 Dayton Park Drive
Dayton, Ohio 45414
PHONE NO.: 937-[illegible]

# APPLICATION

**For License or Privilege in Public Way of the City of Dayton, Ohio**

The undersigned Miami Valley Hospital being the owner and N/A lessee of the following described premises, to wit: Being all or part of Lot No. 02910 / 0006 on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon Wyoming Street and are known as No. 122 ) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to-wit:

Boring 1-4" Conduit for private fiber between buildings.

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $ 200.00 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereto this 16 day of July 2020.

Witnessed in our presence:

Sharon K. Hall

J. Hauler, DD
Owner

Lessee

Checked as to location and ownership: K65

Approved by: F M Stwood
Director of Public Works

Recommended for approval:

[signature]
City Engineer

Approved as to form: DCW

[signature]
City Attorney

Approved by:

City Manager

Approved by the Commission of the City of Dayton, Ohio,

_____ 20 ____

Min. Bk. _____ Pg. _____

Clerk of the Commission

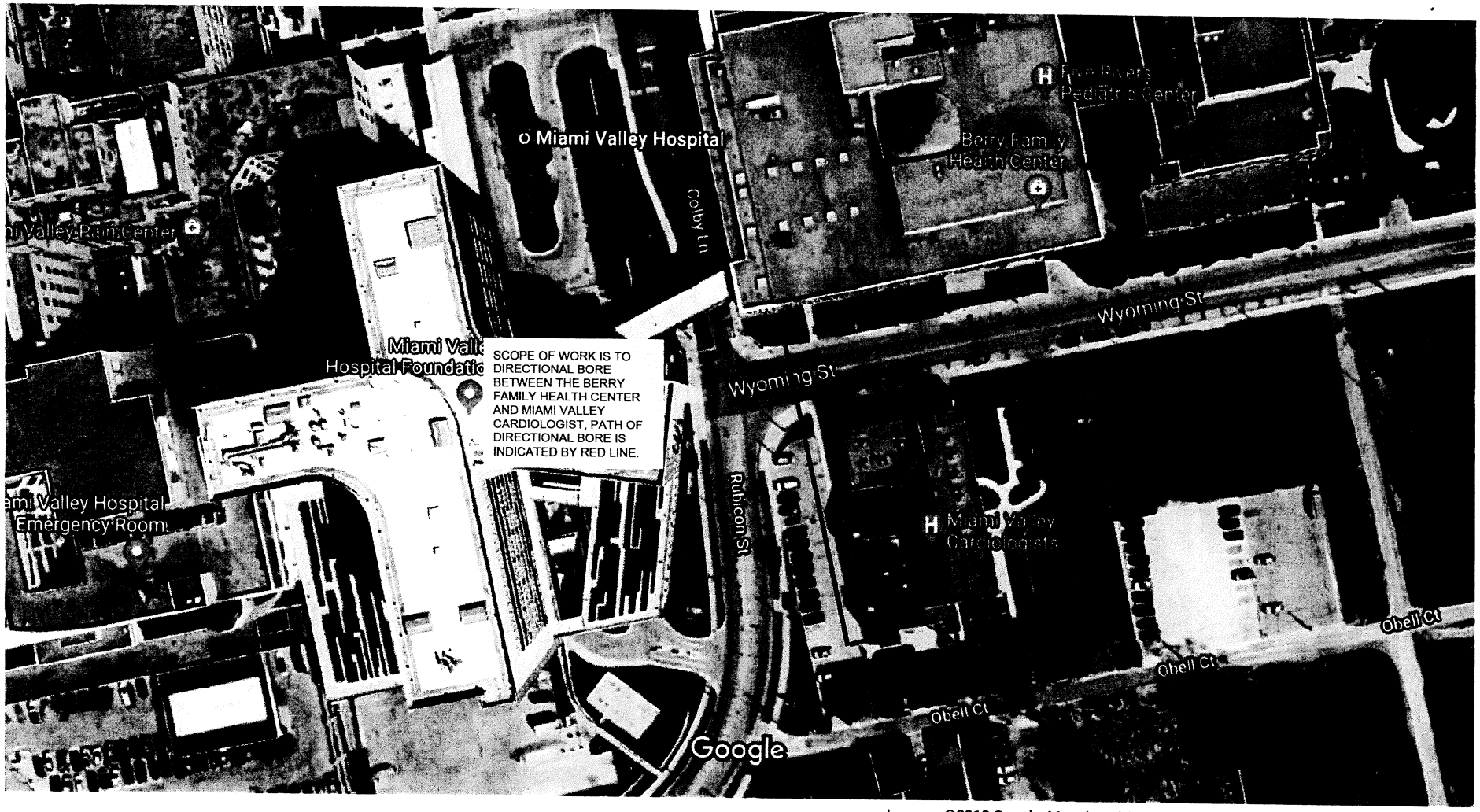
**PERMIT**

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

F M Stwood
Director of Public Works

Pending E34112

Google Maps




Imagery ©2018 Google, Map data ©2018 Google 100 ft

**DELAYS**

Moderate traffic in this area

No known road disruptions. Traffic incidents will show up here.

MEMORANDUM | DAYTON

**July 27, 2020**

**TO:** Fred Stovall, Director
Department of Public Works

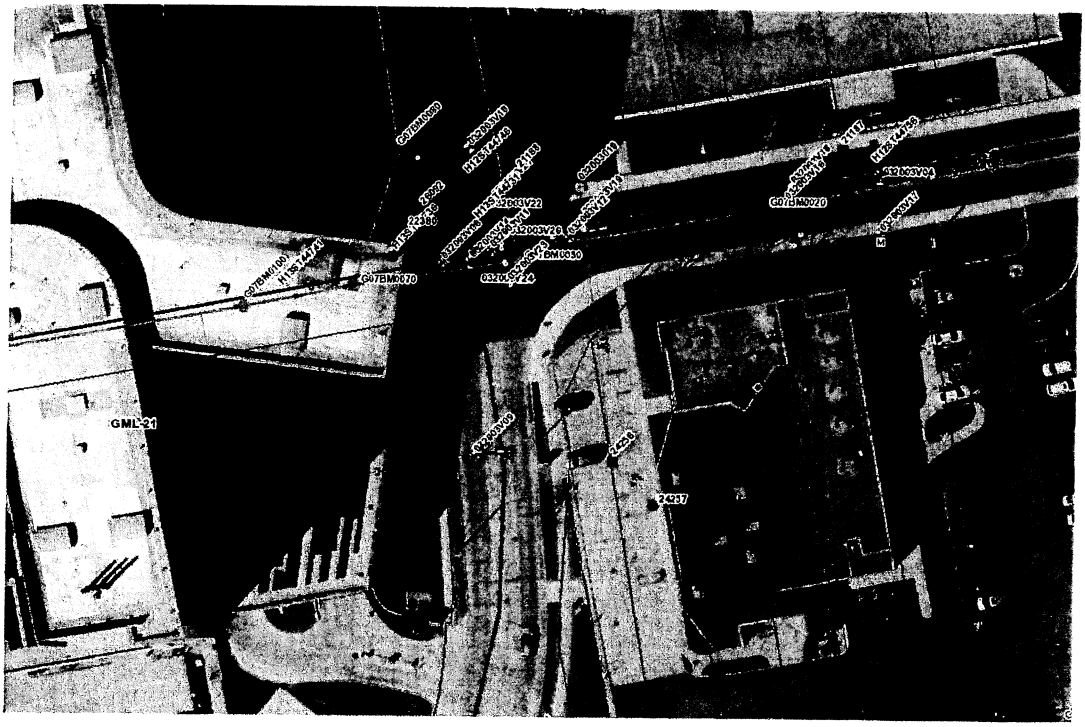
**FROM:** Michael Powell, Director
Department of Water

**SUBJECT:** Special Privilege Permit No. 940619 – 122 Wyoming St.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- The proposed underground installation is near a 10" Storm Lateral and crosses a 4" Storm Lateral in the parking lot of 122 Wyoming St.
- The Department of Water requires a minimum 5' horizontal clearance and a 12" vertical clearance from water utilities.
- Any damage to the Department of Water utilities will be repaired at the sole expense of the property owner or installing contractor.
- Please refer to the attached map for additional information.

If there are questions, please contact Ben Botkin at 333-2058.



## Daugherty, Carl

**From:** Daugherty, Carl
**Sent:** Thursday, September 03, 2020 10:20 AM
**To:** Weinel, Joe
**Subject:** Special Privilege Permit #940619, 122 Wyoming St.
**Attachments:** Carl Daugherty.vcf

Joe,
The Div. of Zoning Administration has no objections to approval of the above SP Permit.

Thx.

**Carl Daugherty**
**Division Manager-Zoning**
**Economic Development**

333-3903 Work
(937) 815-4939 Mobile
Carl.Daugherty@daytonohio.gov

MEMORANDUM | DAYTON

August 24, 2020

**TO:** Fred Stovall, Director
Department of Public Works

**FROM:** Tony Kroeger, Planning Division Manager
Department of Planning and Community Development

**SUBJECT:** **Special Privilege Permit 941619 – 122 Wyoming Street**

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

- Planning Staff has no issues

If you have questions, please contact me at ext. 3673.

BACK

# City Manager's Report

11.

**From** 6450 - PW/Civil Engineering

**Date** October 7, 2020

**Expense Type** Other, (See Description Below)

**Total Amount** $350.00 (Paid to City)

**Supplier, Vendor, Company, Individual**

**Name** Stony Hollow Landfill, Inc.

**Address** 2460 South Gettysburg Avenue
Dayton, Ohio 45417

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| General Fund | 10000-6450-27118-54 | $350.00 |

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

**Description**

## SPECIAL USE PERMIT TO INSTALL SEWER

Permission is requested for Stony Hollow Landfill, Inc., being the owner, to install a private sewer line along Guthrie Road, which crosses over from west of Vance Road to the west of Danner Avenue.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 06/2016

MAIL PERMIT TO:

NAME: Peter Lucas
ADDRESS: 2460 S. Gettysburg Ave
Dayton OH 45417
PHONE NO.: 937-356-6204

# APPLICATION

**For License or Privilege in Public Way of the City of Dayton, Ohio**

The undersigned Stony Hollow Landfill, Inc being the owner and _____ lessee of the following described premises, to wit: Being all or part of Lot No. _____ on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon Guthrie Road and are known as No. _____ ) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to-wit:

Private sanitary sewer line along Guthrie Road, which crosses Vance Road and Guthrie Road (west of Danner Ave) and then runs along Guthrie Road

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $ 350.00 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereto this 13th day of July 2020.

Witnessed in our presence:

Owner

Lessee

Checked as to location and ownership: KGS

Approved by:

Director of Public Works

Recommended for approval:

City Engineer

Approved as to form:

City Attorney

Approved by.

City Manager

Approved by the Commission of the City of Dayton, Ohio,

_____ 20__

Min. Bk. _____ Pg. _____

Clerk of the Commission

## PERMIT

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

Director of Public Works

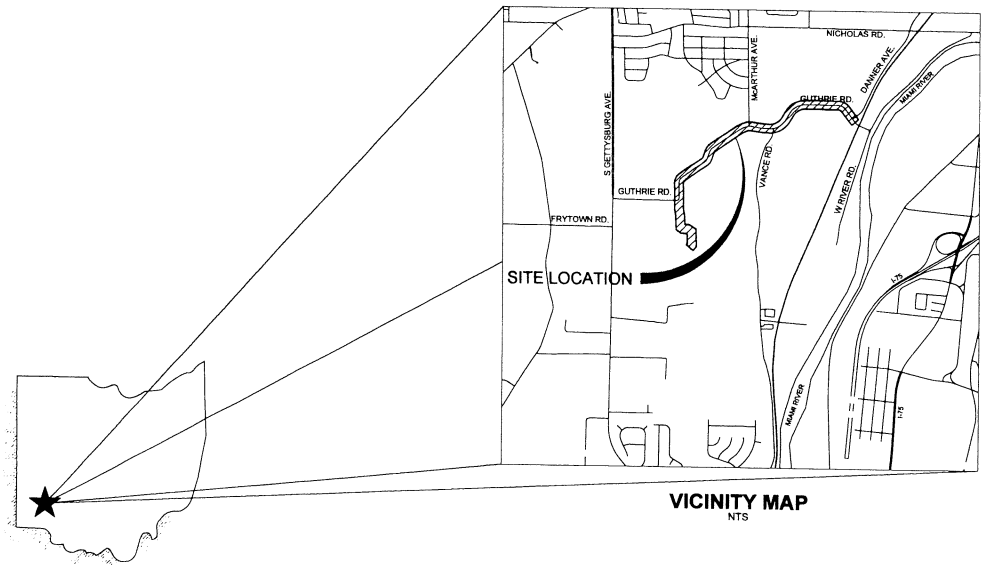
WASTE MANAGEMENT

STONY HOLLOW LANDFILL

2460 South Gettysburg Avenue, Dayton, Montgomery County OHIO 45417
Phone: (937) 268-1133

# GUTHRIE ROAD DEDICATED DISCHARGE SEWER

## MARCH 2020




VICINITY MAP
NTS

SITE LOCATION

## SHEET INDEX


| SHEET No. | SHEET TITLE |
|---|---|
| G-1 | TITLE SHEET AND DRAWING INDEX |
| G-2 | GENERAL NOTES |
| C-1 | PLAN AND PROFILE STA. 0+00 TO STA. 5+00 |
| C-2 | PLAN AND PROFILE STA. 5+00 TO STA. 10+00 |
| C-3 | PLAN AND PROFILE STA. 10+00 TO STA. 14+50 |
| C-4 | PLAN AND PROFILE STA. 14+50 TO STA. 19+00 |
| C-5 | PLAN AND PROFILE STA. 19+00 TO STA. 24+00 |
| C-6 | PLAN AND PROFILE STA. 24+00 TO STA. 29+00 |
| C-7 | PLAN AND PROFILE STA. 29+00 TO STA. 33+50 |
| C-8 | PLAN AND PROFILE STA. 33+50 TO STA. 38+00 |
| C-9 | PLAN AND PROFILE STA. 38+00 TO STA. 43+00 |
| C-10 | PLAN AND PROFILE STA. 43+00 TO STA. 48+00 |
| C-11 | PLAN AND PROFILE STA. 48+00 TO STA. 53+00 |
| C-12 | PLAN AND PROFILE STA. 53+00 TO STA. 58+00 |
| C-13 | PLAN AND PROFILE STA. 58+00 TO STA. 63+00 |
| C-14 | PLAN AND PROFILE STA. 63+00 TO STA. 68+00 |
| C-15 | PLAN AND PROFILE STA. 68+00 TO STA. 73+00 |
| C-16 | PLAN AND PROFILE STA. 73+00 TO STA. 77+50 |
| C-17 | CULVERT PLAN AND PROFILE STA. 0+00 TO STA. 1+50 |
| D-1 | MISCELLANEOUS DETAILS SHEET 1 OF 3 |
| D-2 | MISCELLANEOUS DETAILS SHEET 2 OF 3 |
| D-3 | MISCELLANEOUS DETAILS SHEET 3 OF 3 |
| D-4 | ALTERNATIVE DETAILS |
| SW-1 | STORM WATER POLLUTION PREVENTION PLAN GENERAL NOTES |
| SW-2 | STORM WATER POLLUTION PREVENTION PLAN SEWER PLAN - 1 OF 3 |
| SW-3 | STORM WATER POLLUTION PREVENTION PLAN SEWER PLAN - 2 OF 3 |
| SW-4 | STORM WATER POLLUTION PREVENTION PLAN SEWER PLAN - 3 OF 3 |
| SW-5 | STORM WATER POLLUTION PREVENTION PLAN DETAILS - 1 OF 3 |
| SW-6 | STORM WATER POLLUTION PREVENTION PLAN DETAILS - 2 OF 3 |
| SW-7 | STORM WATER POLLUTION PREVENTION PLAN DETAILS - 3 OF 3 |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AECOM

PROJECT
GUTHRIE ROAD DEDICATED DISCHARGE SEWER

CLIENT
WASTE MANAGEMENT STONY HOLLOW LANDFILL

REGISTRATION
STATE OF OHIO
DANIEL D. STARKER
PE-80003
REGISTERED PROFESSIONAL ENGINEER

ISSUE/REVISION

| I/R | DATE | DESCRIPTION |
|---|---|---|
| 3 | 03/2020 | ISSUED FOR PERMIT |
| 2 | 10/04/2019 | 60% DESIGN |
| 1 | 06/14/2019 | 30% DESIGN |

KEY PLAN

PROJECT NUMBER
60571683

SHEET TITLE
TITLE SHEET AND DRAWING INDEX

SHEET NUMBER
G-1


Last saved by: WILLIAMSCP(2020-03-27) Last Plotted: 2020-04-01
Filename: C:\USERS\EGGERDING\DONEDRIVE - AECOM DIRECTORY\HOME DRIVE\DOCUMENTS\PROJECT WORK\WASTE MANAGEMENT\STONY HOLLOW\DEDICATED SEWER\CAD\SHEETS\60571683_COVER.DWG
Project Management Initials: Designer: ____ Checked: ____ Approved: ____ ANSI D 22" x 34"
Printed on ___% Post-Consumer Recycled Content Paper

## GENERAL NOTES:

1. THE CONTRACTOR SHALL HAVE THE COMPLETE AND SOLE RESPONSIBILITY FOR THE JOB SITE INCLUDING THE SAFETY OF THE GENERAL PUBLIC, CONSTRUCTION EMPLOYEES, PROPERTY, AND VEHICULAR TRAFFIC. THE OWNER'S JOB SITE INSPECTION IS TO DETERMINE COMPLIANCE WITH THE PLANS AND SPECIFICATIONS AND DOES NOT INCLUDE A REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES OR THE CONTRACTOR'S MEANS AND METHODS. THE CONTRACTOR SHALL INITIATE, INSTALL, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK. CONTRACTOR SHALL FURNISH ADEQUATE LIGHTS, SIGNS, AND BARRICADES AS MAY BE NECESSARY FOR THE WORK, INCLUDING BUT NOT LIMITED TO, AREAS OF OPEN EXCAVATIONS THROUGHOUT THE PROJECT.
2. ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND/OR WITH THE EQUIPMENT AND MATERIALS MANUFACTURERS TO CONFORM TO THE DESIGN REQUIREMENTS AND SUIT THE CONTRACTORS MEANS AND METHODS.
3. IF A CONFLICT IS FOUND BETWEEN DIFFERENT PORTIONS OF THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY. CONTRACTOR TO ASSUME MOST STRINGENT CONDITION.
4. DURING CONSTRUCTION, NEAR-SURFACE STRUCTURES MAY BE BUOYANT WHEN EMPTY. IN THE EVENT THAT THE EXCAVATION BECOMES FLOODED OR THE SURROUNDING GROUND BECOMES SATURATED ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT FLOTATION OF THE STRUCTURE. SEE CONTRACT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
5. EXISTING SITE INFORMATION SHOWN ON THESE DRAWINGS IS FROM A SURVEY PERFORMED BY BRUMBAUGH ENGINEERING & SURVEYING. THIS INFORMATION HAS BEEN PRESUMED TO BE AN ACCURATE REPRESENTATION OF THE CONDITIONS AT THE SITE. WORK PERFORMED SINCE THE DATE OF THE SURVEY MAY NOT BE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AT EACH SITE AND REPORT SIGNIFICANT DIFFERENCES, IF ANY, IMMEDIATELY TO THE OWNER.
6. THE CONTRACTOR SHALL PRESERVE, PROTECT AND REPLACE AT HIS OWN EXPENSE, ALL EXISTING MATERIALS NOT SCHEDULED FOR REMOVAL AND REPLACEMENT.
7. REFER TO GEOTECHNICAL EXPLORATION REPORT FOR GEOTECHNICAL SUBSURFACE EXPLORATION DATA OBTAINED AND/OR AVAILABLE AS PART OF THIS CONTRACT.
8. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
9. CONTRACTOR SHALL PROVIDE EROSION CONTROL AND SWPPP MEASURES TO CONTROL EROSION AND SEDIMENTATION AT ALL LOCATIONS DISTURBED ON THIS PROJECT PER THE CONTRACT DOCUMENTS. OWNER TO OBTAIN PERMITS.
10. CONTRACTOR TO PROVIDE CONTINUOUS DUST CONTROL, INCLUDING STREET SWEEPING, PER THE STORM WATER POLLUTION PREVENTION PLAN.
11. CONTRACTOR SHALL COVER ALL OPEN EXCAVATIONS AND TRENCHES AT ALL TIMES DURING NON-WORK HOURS. COVER SHALL BE SUFFICIENTLY CONSTRUCTED AND PROPERLY SECURED TO PREVENT ENTRY WHEN NOT IN USE. THIS WORK SHALL BE INCIDENTAL TO THE TOTAL PROJECT COST. EXCAVATION SITES SHALL BE PROTECTED BY CERTIFIED CONCRETE BARRIERS.
12. THE LENGTH OF OPEN TRENCH IN ANY LOCATION DURING WORK PERIODS SHALL NOT EXCEED 100 FEET. AT THE END OF THE WORKDAY, NOT MORE THAN ONE PIPE LENGTH OF OPEN TRENCH SHALL BE PERMITTED.
13. CONSTRUCTION ACTIVITIES AND UTILITY CONSTRUCTION SHALL BE GOVERNED BY THE OHIO DEPARTMENT OF TRANSPORTATION'S (ODOT) CONSTRUCTION AND MATERIAL SPECIFICATIONS, LATEST EDITION, WHERE THERE IS A CONFLICT, THEN THE STRICTEST STANDARD SHALL BE USED, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
14. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND MARKING ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATING. THE CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR ANY SERVICES DAMAGED DURING THE CONSTRUCTION OF THE PROJECT WHETHER SHOWN OR NOT ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SERVICE AS SOON AS POSSIBLE AT THE CONTRACTOR'S OWN EXPENSE.
15. THE CONTRACTOR SHALL SUBMIT A PRE-CONSTRUCTION VIDEO OF THE PROJECT TO WASTE MANAGEMENT A MINIMUM OF 14 CALENDAR DAYS PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
16. THE CONTRACTOR SHALL NOTIFY WASTE MANAGEMENT A MINIMUM OF FORTY-EIGHT (48) HOURS (2 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION.
17. A PRECONSTRUCTION MEETING SHALL BE SCHEDULED A MINIMUM OF 48 HOURS (2 WORKING DAYS) AFTER SUBMISSION OF A MINIMUM OF 6 APPROVED SETS OF PLANS AND ALL SHOP DRAWINGS APPLICABLE TO THE PROPOSED IMPROVEMENTS. A PRECONSTRUCTION MEETING MUST BE HELD PRIOR TO THE START OF ANY CONSTRUCTION.
18. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY WASTE MANAGEMENT IF SUSPECTED HAZARDOUS MATERIAL OR ANY OTHER MATERIAL THAT MAY CREATE A HEALTH RISK IS DISCOVERED ON SITE.
19. COMPLIANCE WITH THE OCCUPATIONAL AND SAFETY ACT IS REQUIRED.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROL SHALL BE COORDINATED WITH THE CITY OF DAYTON POLICE DEPARTMENT. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE CITY OF DAYTON FIRE DEPARTMENT.
21. WASTE MANAGEMENT OR ITS REPRESENTATIVE RESERVES THE RIGHT TO HALT ALL CONSTRUCTION ACTIVITY FOR NONCONFORMANCE OF PLANS, SPECIFICATIONS, AND OTHER APPLICABLE STANDARDS OR REGULATIONS.
22. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL MATERIALS INCLUDING, BUT NOT LIMITED TO, EXCESS EXCAVATED MATERIALS, REMOVED CULVERTS AND APPURTENANCES, TREE CUTTINGS, ETC. FROM THE SITE AND DISPOSING OF THEM IN A PROPER LEGAL MANNER AT NO ADDITIONAL COST TO THE OWNER.
23. THE CONTRACTOR SHALL VERIFY ALL UTILITY CROSSINGS PRIOR TO START OF CONSTRUCTION. ELEVATIONS OF EXISTING UTILITIES SHALL BE CHECKED PRIOR TO SEWER INSTALLATION.
24. ALL NEWLY CONSTRUCTED SEWERS SHALL BE INTERNALLY VIDEOTAPED BY THE CONTRACTOR AND FOUND TO BE FREE OF DEFECTS, FOREIGN MATTER, AND IN PROPER ALIGNMENT PRIOR TO FORMAL ACCEPTANCE BY WASTE MANAGEMENT. THE COST OF THE INTERNAL VIDEOTAPING IS TO BE INCLUDED IN THE BID PRICE OF THE PROJECT.
25. THE CONTRACTOR SHALL SUPPORT POWER POLES FOR SEWER INSTALLATION.
26. ALL DISTURBED PAVEMENT TO BE RESTORED IN KIND. PAVEMENT RESTORATION SHALL BE IN ACCORDANCE WITH THE CITY OF DAYTON'S "RULES AND REGULATIONS FOR MAKING OPENINGS IN A PUBLIC WAY (LATEST EDITION)".
27. CLEARING WITHIN DESIGNATED LIMITS TO INCLUDE ALL BRUSH AND TREES LESS THAN 24" DIAMETER. LARGER TREES TO BE REMOVED WITH CITY OF DAYTON'S APPROVAL. SEE SPECIFICATION SECTION 32 90 10 FOR RESTORATION DETAILS.

## GENERAL UTILITY NOTES:

1. ALL UTILITY INFORMATION SHOWN ON THESE PLANS IS BASED ON AVAILABLE RECORDS AND LIMITED FIELD INVESTIGATIONS BY A SURVEYOR. IT IS BELIEVED THAT THESE LOCATIONS ARE ESSENTIALLY CORRECT; HOWEVER, THE OWNER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THIS INFORMATION AND AS SUCH THE LOCATIONS OF THESE UTILITIES MUST BE CONSIDERED APPROXIMATE. PRE-MOBILIZATION SUBSURFACE UTILITY INVESTIGATION, INCLUDING BUT NOT LIMITED TO, TEST PITS ARE REQUIRED TO PROPERLY LOCATE EXISTING UTILITIES AND STRUCTURES TO PERFORM THE WORK.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE INVESTIGATION, LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF EXISTING UTILITIES, STRUCTURES, AND APPURTENANCES WHETHER SHOWN ON THESES PLANS OR NOT. THE CONTRACTOR IS ALSO RESPONSIBLE FOR COORDINATION OF ANY NECESSARY UTILITY RELOCATION WITH THE UTILITY OWNER.
3. OVERHEAD UTILITIES ARE SHOWN ON THE DRAWINGS IN PLAN ONLY. KNOWN SUBSURFACE UTILITIES ARE SHOWN IN PROFILE ON THE CIVIL DRAWINGS WHERE CROSSING THE SEWER AND STRUCTURES.
4. THE CONTRACTOR IS REQUIRED TO CONTACT THE OHIO UTILITY PROTECTION SERVICE (OUPS) AT 8-1-1 OR 800-362-2764 AND THE OHIO OIL AND GAS PRODUCERS UNDERGROUND PROTECTION SERVICE (OGPUPS) AT 800-925-0988 NOT LESS THAN TWO (2) BUT NO MORE THAN TEN (10) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. NOTIFY THE OWNER OF ANY PRIVATE OR PUBLIC UTILITY COMPANY WITH FACILITIES WITHIN AND ADJACENT TO THE PROJECT AREA.
5. DELAYS TO THE CONTRACTOR AS A RESULT OF TIMING OF ANY UTILITY RELOCATION OR PROTECTION SHALL NOT BE CONSIDERED COMPENSABLE DELAYS, AS IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS WORK IN CONFORMANCE TO THE UTILITY COMPANY'S SCHEDULE.
6. CONTACT INFORMATION FOR UTILITIES IS PROVIDED IN THE LIST BELOW:

CITY OF DAYTON WATER ENGINEERING
320 WEST MONUMENT AVENUE, DAYTON, OHIO 45402
PHONE: (937)333-3725
FAX: (937) 333-8555

MONTGOMERY COUNTY ENVIRONMENT SERVICES
1850 SPAULDING ROAD, KETTERING, OHIO 45432
PHONE: (937) 781-2500

JEFFERSON REGIONAL WATER
1230 SOLDIERS HOME MIAMISBURG RD, MIAMISBURG, OHIO 45342
PHONE: (937) 866-0002
FAX: (937) 866-3315

VECTREN OF OHIO
PHONE: (800) 227-1376

DAYTON POWER & LIGHT
1065 WOODMAN DRIVE, DAYTON, OHIO 45432
PHONE: (800) 253-5801

AT&T
PHONE: (800) 924-9420

CHARTER (SPECTRUM/TIME WARNER)
PHONE: (866) 917-2041

## SEWER UTILITY NOTES:

1. THE PROPOSED SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE PLANS AND SPECIFICATIONS. ANY DEVIATIONS FROM THE APPROVED PLANS OR SPECIFICATION REQUIRE A NEW PLAN SUBMITTAL REFLECTING THE CHANGES. UPON REVIEW OF THE REVISED ITEMS, CITY OF DAYTON WILL RE-ISSUE A NEW APPROVAL. IT IS STRICTLY PROHIBITED TO CONSTRUCT ANY SEWERS UNLESS THEY ARE APPROVED BY WASTE MANAGEMENT.
2. UPON COMPLETION OF THE SEWER INSTALLATION, THE CONTRACTOR IS REQUIRED TO SUBMIT A HARD COPY AND AN ELECTRONIC COPY OF AS-BUILT PLANS, IN ADDITION TO POST CONSTRUCTION INSPECTION AS SPECIFIED TO WASTE MANAGEMENT AND THE CITY OF DAYTON.
3. DISPLACEMENT, DEFLECTION AND LEAKAGE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH PIPE SPECIFICATIONS.
4. MAINTAIN A TEN FOOT HORIZONTAL CLEARANCE FROM OUTSIDE EDGE OF ALL WATER MAIN PIPE TO OUTSIDE EDGE OF ALL SANITARY SEWER PIPES.
5. MAINTAIN A 18 INCH MINIMUM VERTICAL CLEARANCE FROM OUTSIDE EDGE OF ALL WATER MAIN PIPE AND/OR SERVICE LINES TO OUTSIDE EDGE OF ALL SANITARY SEWER PIPES WHERE THEY CROSS.
6. PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEOS OF SURFACE FEATURES AND TREES ALONG THE ROUTE SHALL BE PERFORMED BY THE CONTRACTOR. VIDEOS SHALL BE MADE IN THE PRESENCE OF WASTE MANAGEMENT STAFF OR THEIR DESIGNATED AGENT.
7. COMPACTED FILLS ARE TO BE MADE A MINIMUM 3 FT. ABOVE CROWN OF ANY PROPOSED SANITARY SEWER LINE PRIOR TO CUTTING OF TRENCHES FOR PLACEMENT OF SAID LINE. ALL FILLS SHALL BE CONTROLLED, COMPACTED AND INSPECTED.

## RESIDENT, BUSINESS & PEDESTRIAN ACCESS:

1. THE CONTRACTOR SHALL MAINTAIN VEHICLE ACCESS AT ALL TIMES DURING THE PROJECT TO RESIDENTS AND BUSINESSES. THE RESPECTIVE RESIDENTS AND BUSINESS OWNERS SHALL RECEIVE WRITTEN NOTICE AT LEAST 48 HOURS IN ADVANCE OF ANY WORK IN OR ADJACENT TO DRIVEWAYS OR ACCESS AREAS. ALL EFFORTS SHALL BE MADE TO MINIMIZE DISRUPTION AND INCONVENIENCE TO THE OWNERS AND PATRONS. STEEL PLATES AND GRAVEL MAY BE USED FOR TEMPORARY ACCESS.
2. PEDESTRIAN ACCESS SHALL BE MAINTAINED ALONG ALL STREETS WITHIN PROJECT LIMITS AT ALL TIMES, EXCEPT WHERE WORK IS BEING PERFORMED WITHIN THE LIMITS OF THE SIDEWALK. WORK AREA BARRICADING SHALL BE POSITIONED SO THAT THE EXISTING SIDEWALKS ON BOTH SIDES OF THE ROADWAY REMAIN ACCESSIBLE DURING CONSTRUCTION. EFFORT REQUIRED TO MAINTAIN PEDESTRIAN ACCESS SHALL BE CONSIDERED AS INCIDENTAL AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. STEEL PLATES AND PLYWOOD MAY BE USED FOR TEMPORARY ACCESS. GRAVEL IS NOT ACCEPTABLE.

## SURVEY CONTROL - BENCHMARKS

1. ELEVATIONS AND SURVEY DATA INCLUDED IN THESE PLANS ARE TAKEN FROM A TOPOGRAPHICAL SURVEY DATED OCTOBER 25, 2018, PERFORMED FOR WASTE MANAGEMENT BY BRUMBAUGH ENGINEERING AND SURVEYING , LLC OF WEST MILTON, OHIO.
2. BENCHMARKS FOR THE TOPOGRAPHIC SURVEY ARE INCLUDED IN THE SURVEY AND INCLUDE (BUT ARE NOT LIMITED TO):

CITY OF DAYTON MONUMENT (107)
SECTION CORNER
INTERSECTION OF GETTYSBURG AVE. AND FRYTOWN ROAD
STATE PLANE COORDINATES (NAD 83)
NORTHING: 630170.5100
EASTING: 1475605.8300
ELEVATION: 919.24 (NAV 88)

STONY HOLLOW CONTROL MONUMENT (109)
NEW SE CORNER OF LANDFILL PROPERTY
STATE PLANE COORDINATES (NAD 83)
NORTHING: 628574.8300
EASTING: 1477676.3600
ELEVATION: 871.50 (NAV 88)

STONY HOLLOW CONTROL MONUMENT (106)
WEST SIDE OF LANDFILL, SOUTH OF FRYTOWN ROAD
STATE PLAN COORDINATES (NAD83)
NORTHING: 628968.930
EASTING: 1475618.7800
ELEVATION: 922.29 (NAV 88)

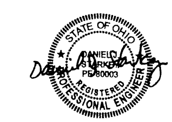
AECOM

PROJECT
GUTHRIE ROAD
DEDICATED DISCHARGE
SEWER

CLIENT
WASTE MANAGEMENT
STONY HOLLOW
LANDFILL

CONSULTANT
AECOM
3950 SPARKS DRIVE SE
GRAND RAPIDS, MI 49546
616.574.8500 tel 616.222.4971 fax
www.aecom.com

REGISTRATION




ISSUE/REVISION

| I/R | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| 3 | 03/2020 | ISSUED FOR PERMIT |
| 2 | 10/04/2019 | 60% DESIGN |
| 1 | 06/14/2019 | 30% DESIGN |

KEY PLAN

PROJECT NUMBER
60571683

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
G-2

ANSI D 22" x 34" Approved:___ Checked:___ Designer:___ Project Management Initials:
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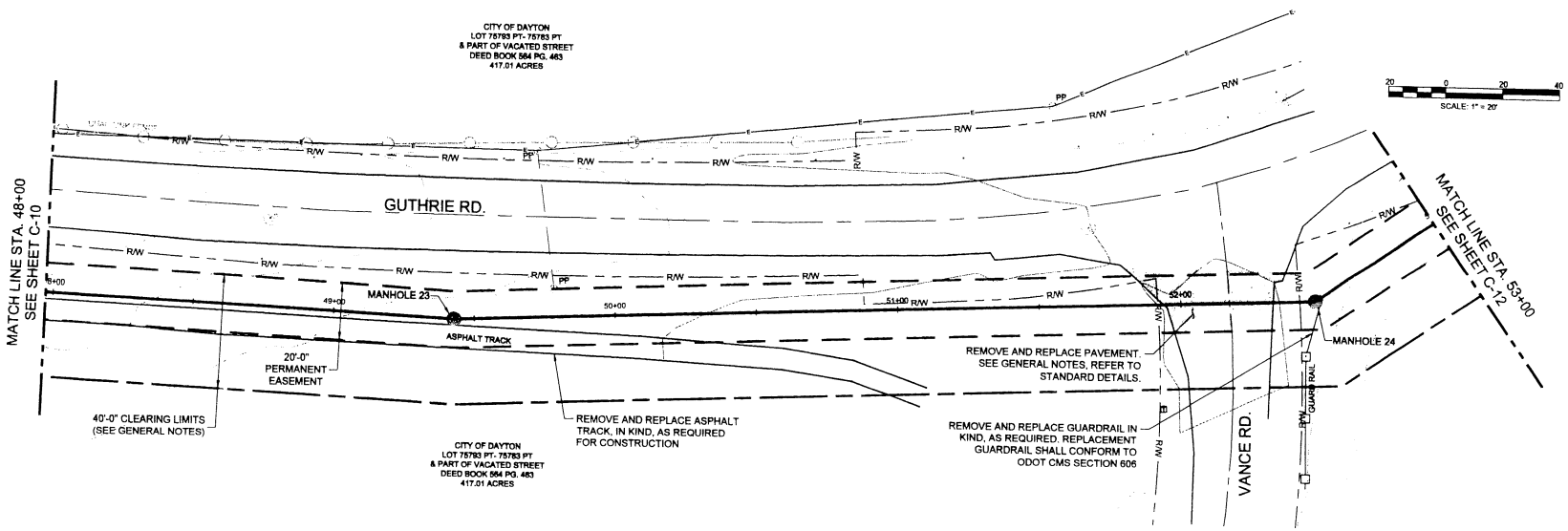
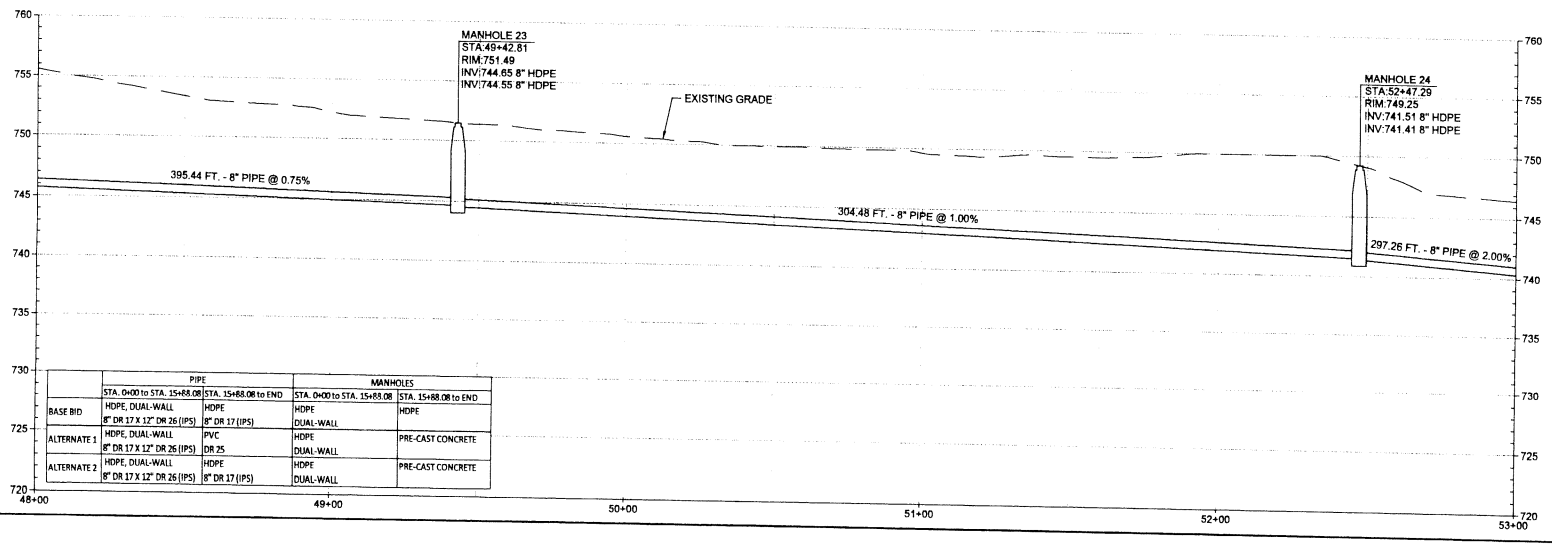
Printed on __% Post-Consumer Recycled Content Paper




| | PIPE | | MANHOLES | |
|---|---|---|---|---|
| | STA. 0+00 to STA. 15+88.08 | STA. 15+88.08 to END | STA. 0+00 to STA. 15+88.08 | STA. 15+88.08 to END |
| BASE BID | HDPE, DUAL-WALL 8" DR 17 X 12" DR 26 (IPS) | HDPE 8" DR 17 (IPS) | HDPE DUAL-WALL | HDPE |
| ALTERNATE 1 | HDPE, DUAL-WALL 8" DR 17 X 12" DR 26 (IPS) | PVC DR 25 | HDPE DUAL-WALL | PRE-CAST CONCRETE |
| ALTERNATE 2 | HDPE, DUAL-WALL 8" DR 17 X 12" DR 26 (IPS) | HDPE 8" DR 17 (IPS) | HDPE DUAL-WALL | PRE-CAST CONCRETE |

AECOM

**PROJECT**

GUTHRIE ROAD
DEDICATED DISCHARGE
SEWER

**CLIENT**

WASTE MANAGEMENT
STONY HOLLOW
LANDFILL

**CONSULTANT**


AECOM
3950 SPARKS DRIVE SE
GRAND RAPIDS, MI 49546
616.574.8500 tel 616.222.4971 fax
www.aecom.com


**REGISTRATION**

STATE OF OHIO
DANIELD STARKER
PE/80003
REGISTERED PROFESSIONAL ENGINEER

**ISSUE/REVISION**

| I/R | DATE | DESCRIPTION |
|---|---|---|
| 3 | 03/2020 | ISSUED FOR PERMIT |
| 2 | 10/04/2019 | 60% DESIGN |
| 1 | 06/14/2019 | 30% DESIGN |

**KEY PLAN**

**PROJECT NUMBER**

60571683

**SHEET TITLE**

PLAN AND PROFILE
STA. 48+00 TO STA. 53+00

**SHEET NUMBER**

C-11


Last saved by: EGGERDINGD(2020-04-01) Last Plotted: 2020-04-01
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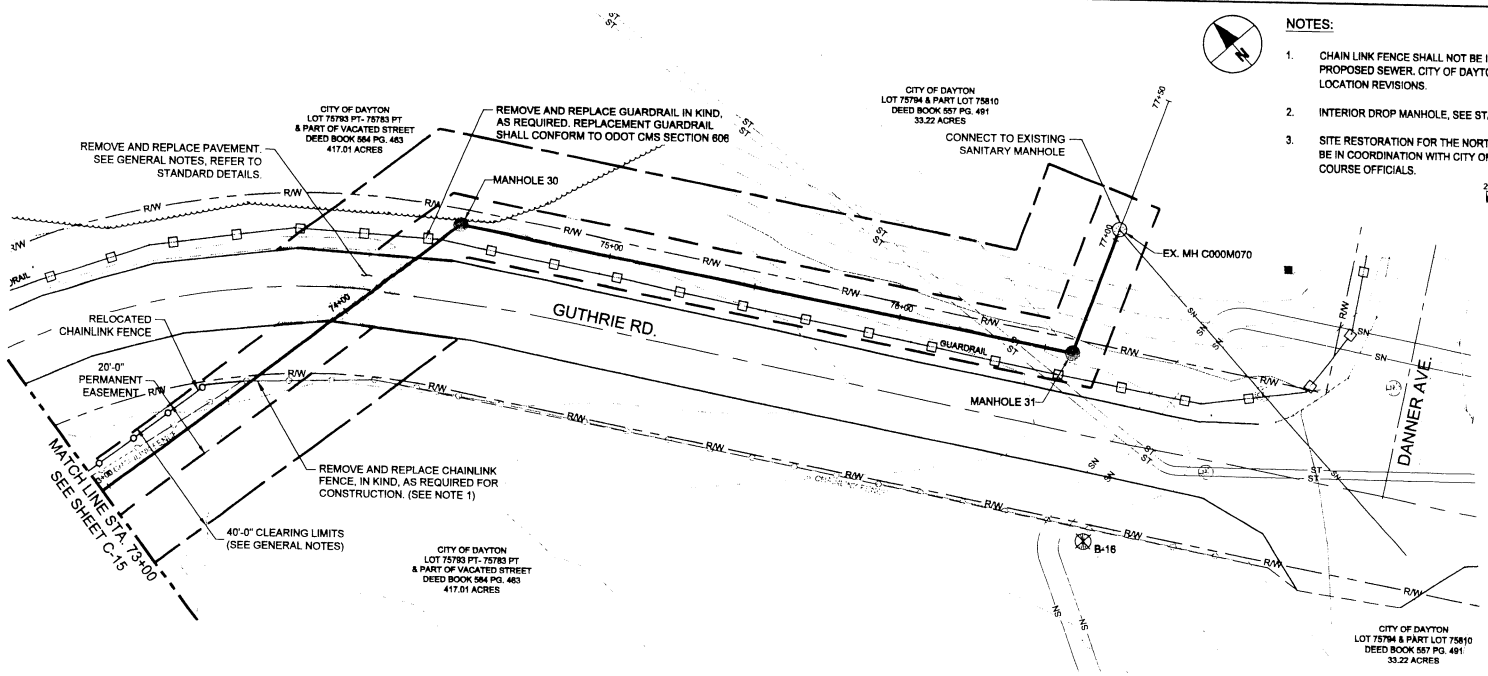
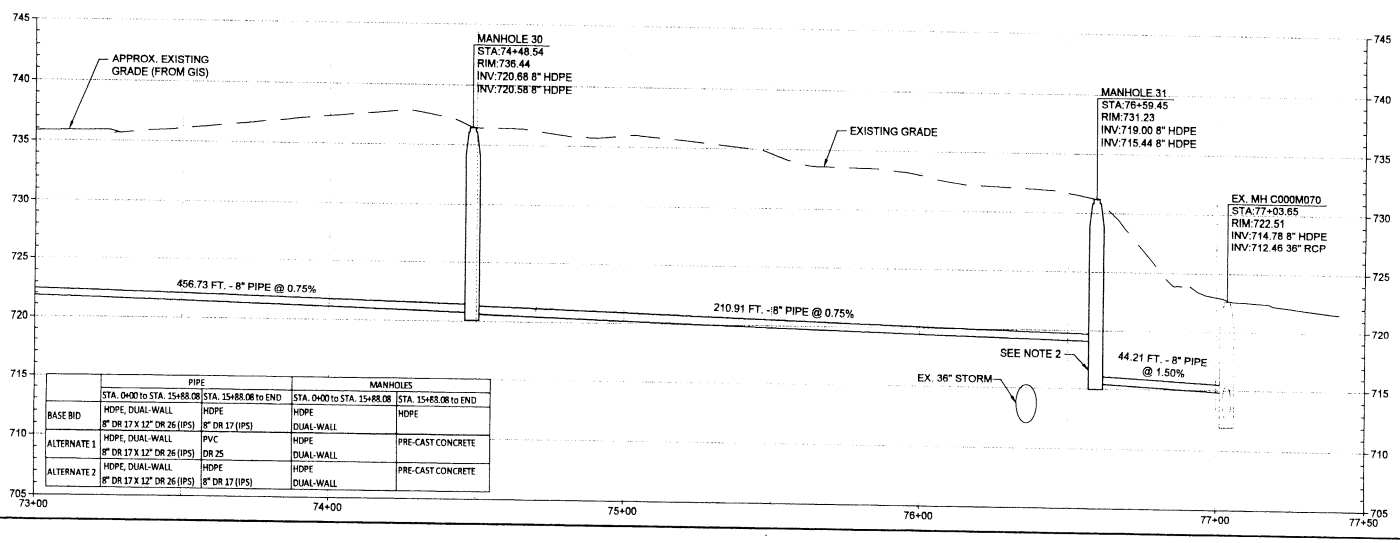
Project Management Initials: Designer: Checked: Approved: ANSI D 22" x 34"
Printed on ___% Post-Consumer Recycled Content Paper

## NOTES:

1. CHAIN LINK FENCE SHALL NOT BE INSTALLED DIRECTLY OVER PROPOSED SEWER. CITY OF DAYTON'S APPROVAL REQUIRED FOR LOCATION REVISIONS.
2. INTERIOR DROP MANHOLE, SEE STANDARD DETAILS.
3. SITE RESTORATION FOR THE NORTH SIDE OF GUTHRIE ROAD SHALL BE IN COORDINATION WITH CITY OF DAYTON - MADDEN GOLF COURSE OFFICIALS.

SCALE: 1" = 20'




| | PIPE | | MANHOLES | |
|---|---|---|---|---|
| | STA. 0+00 to STA. 15+88.08 | STA. 15+88.08 to END | STA. 0+00 to STA. 15+88.08 | STA. 15+88.08 to END |
| BASE BID | HDPE, DUAL-WALL 8" DR 17 X 12" DR 26 (IPS) | HDPE 8" DR 17 (IPS) | HDPE DUAL-WALL | HDPE |
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| ALTERNATE 2 | HDPE, DUAL-WALL 8" DR 17 X 12" DR 26 (IPS) | HDPE 8" DR 17 (IPS) | HDPE DUAL-WALL | PRE-CAST CONCRETE |

AECOM

**PROJECT**

GUTHRIE ROAD DEDICATED DISCHARGE SEWER

**CLIENT**

WASTE MANAGEMENT STONY HOLLOW LANDFILL

**CONSULTANT**


AECOM
3950 SPARKS DRIVE SE
GRAND RAPIDS, MI 49546
616.574.8500 tel 616.222.4971 fax
www.aecom.com


**REGISTRATION**

STATE OF OHIO — DANIELLE M. SURKIS — PE86003 — REGISTERED PROFESSIONAL ENGINEER

**ISSUE/REVISION**

| I/R | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| 3 | 03/2020 | ISSUED FOR PERMIT |
| 2 | 10/04/2019 | 60% DESIGN |
| 1 | 06/14/2019 | 30% DESIGN |

**KEY PLAN**

**PROJECT NUMBER**

60571683

**SHEET TITLE**

PLAN AND PROFILE
STA. 73+00 TO STA. 77+50

**SHEET NUMBER**

C-16


Last saved by: EGGERDINGD(2020-04-01) Last Plotted: 2020-04-01
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Project Management Initials: Designer:____ Checked:____ Approved:____ ANSI D 22" x 34"
Printed on ___% Post-Consumer Recycled Content Paper

MEMORANDUM | DAYTON

**July 21, 2020**

**TO:** Fred Stovall, Director
Department of Public Works

**FROM:** Michael Powell, Director A520/RR
Department of Water

**SUBJECT:** Special Privilege Permit No. 940618 – Guthrie Rd.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- We have no objection to the installation of a private sanitary sewer line along Guthrie Road spanning from west of Vance Road to the west of Danner Avenue.
- An Inspector from the City of Dayton will review the connection into the Sanitary Manhole for compliance to City of Dayton Standards.
- Any damages to City of Dayton utilities will be repaired at the contractor's expense.

If you have any questions, please contact Ben Botkin at 333-2058.

MEMORANDUM | DAYTON

August 24, 2020

**TO:** Fred Stovall, Director
Department of Public Works

**FROM:** Tony Kroeger, Planning Division Manager
Department of Planning and Community Development

**SUBJECT:** **Special Privilege Permit 940618 – Guthrie Sewer**

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

- Planning Staff has no issues

If you have questions, please contact me at ext. 3673.

## Daugherty, Carl

**From:** Daugherty, Carl
**Sent:** Thursday, September 03, 2020 10:32 AM
**To:** Weinel, Joe
**Subject:** Special Privilege Permit No. 940618 -- Guthrie Road
**Attachments:** Carl Daugherty.vcf

Joe,
The Div. of Zoning Administration has no objections to approval of the above SP Permit.

Thx.

**Carl Daugherty**
Division Manager-Zoning
Economic Development

333-3903 Work
(937) 815-4939 Mobile
Carl.Daugherty@daytonohio.gov



BACK

12.

# City Manager's Report

**From** **2380 - Planning & CD Director**

**Date** **October 7, 2020**

**Expense Type** **Other, (See Description Below)**

**Supplier, Vendor, Company, Individual**

**Total Amount** **$50,000.00 (thru 12/31/2020)**

**Name** **Joint Office of Citizen Complaints, Inc.**

**Address** **11 W. Monument St., Suite 606**
**Dayton, OH 45402**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| General Fund | 10000-2380-1231-51 | $50,000.00 |

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

**Description**

**Contribution Agreement – Joint Office of Citizen Complaints, Inc.**

The Department of Planning and Community Development is requesting approval to enter into a Contribution Agreement with the Joint Office of Citizen Complaints (Ombudsman's Office) in the amount of $50,000.00.

The Joint Office of Citizen Complaints is a point of contact to receive and resolve citizen inquiries and concerns in an impartial, confidential, and non-litigious manner. In this capacity, they shall serve approximately 10,000 people during the 2020 calendar year by providing information, referrals, and investigative services to citizens who have contacted the Ombudsman's Office with complaints regarding government services and/or operations. These services are free to the public and there are no eligibility requirements.

This Agreement shall commence upon execution and it shall terminate on December 31, 2020.

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

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

**Signatures/Approval**

Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 8/2016

# CERTIFICATE OF FUNDS

CT20-2652

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

| | |
|---|---|
| Contract Start Date | Upon Execution |
| Expiration Date | 12/31/20 |
| Original Commission Approval | $ 50,000.00 |
| Initial Encumbrance | $ 50,000.00 |
| Remaining Commission Approval | $ - |

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

**Required Documentation**

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

| | |
|---|---|
| Amount: $ 50,000.00<br>Fund Code 10000 - 2380 - 1231 - 51 - XXXX<br>Fund Org Acct Prog Act Loc | Amount: ____<br>Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX<br>Fund Org Acct Prog Act Loc |
| Amount: ____<br>Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX<br>Fund Org Acct Prog Act Loc | Amount: ____<br>Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX<br>Fund Org Acct Prog Act Loc |

**Attach additional pages for more FOAPALs**

Vendor Name: Joint Office of Citizen Complaints/Ombudsman's Office

Vendor Address: 11 W. Monument St., Suite 606 Dayton Ohio 45402
Street City State Zip code + 4

Federal ID: 31-0818787

Commodity Code: 95299

Purpose: Contribution to support the activities of the Ombudsman's Office that is responsible for investigating and helping to resolve citizen complaints regarding government services and/or operations in an impartial, confidential and non-litigious manner.

Contact Person: Miranda Brooks, ext. 3681 | Planning & Community Development (Department/Division) | 9/22/2020 (Date)

Originating Department Director's Signature: [signature]

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

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

[signature] — Finance Director Signature — 9/29/2020 Date

[signature] — CF Prepared by — 9/29/2020 Date — CT20-2652 CF/CT Number

SA 09-29-2020

# CF Ombudsman Contribution 2020

Final Audit Report 2020-09-22

| | |
|---|---|
| Created: | 2020-09-22 |
| By: | Miranda Brooks (miranda.brooks@daytonohio.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAv3rTJ0iMQqZTev_MDtvL32nqnK_c7qUO |

## "CF Ombudsman Contribution 2020" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-09-22 - 7:35:36 PM GMT- IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-09-22 - 7:36:15 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-09-22 - 7:37:38 PM GMT- IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-09-22 - 7:38:20 PM GMT - Time Source: server- IP address: 74.83.54.61

Agreement completed.
2020-09-22 - 7:38:20 PM GMT

Adobe Sign

# CMR Ombudsman 2020

Final Audit Report 2020-09-22

| | |
|---|---|
| Created: | 2020-09-22 |
| By: | Miranda Brooks (miranda.brooks@daytonohio.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAGDlcxPQJsm17tE9yv5DD9wZyl1_AgYDC |

## "CMR Ombudsman 2020" History

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2020-09-22 - 7:35:08 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-09-22 - 7:36:32 PM GMT- IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-09-22 - 7:37:29 PM GMT - Time Source: server- IP address: 74.83.54.61

Agreement completed.
2020-09-22 - 7:37:29 PM GMT

Adobe Sign

# CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** ("Contribution Agreement"), dated this _____ day of _____, 2020, is between the **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio ("**City**"), and the **JOINT OFFICE OF CITIZEN COMPLAINTS, INC.**, a not-for-profit corporation existing under the laws of the State of Ohio ("**Ombudsman**").

## ARTICLE I. SCOPE OF SERVICES

Ombudsman shall provide services described in "Exhibit A – Scope of Services", in a manner satisfactory to the City ("Services").

## ARTICLE II. TERM OF CONTRACT

This Contribution Agreement shall commence upon execution by the City and shall terminate on December 31, 2020, or at such time as all funds hereunder are expended, whichever date occurs first.

## ARTICLE III. PAYMENT

The City grants funds in the amount of **FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00)** to Ombudsman pursuant to this Contribution Agreement. Ombudsman shall submit a request for disbursement of funds to the City, and the City shall tender funds within thirty (30) days from receipt of the disbursement request.

## ARTICLE IV. INDEPENDENT CONTRACTOR

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

Ombudsman and its employees, agents, contractors and any persons retained to perform pursuant to this Contribution Agreement are not City employees and understand therefore, that they will not be entitled to, nor make any claim for, any of the emoluments of employment with the City. Further, Ombudsman will be solely responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Ombudsman acknowledges its employees are not public employees for Ohio Public Employees Retirement System ("OPERS") purposes.

## ARTICLE V. ASSIGNMENT

Ombudsman shall not assign any rights or duties under this Contribution 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 Ombudsman from any obligation under this Contribution Agreement. Notwithstanding the foregoing, nothing in this Contribution Agreement shall preclude Ombudsman from retaining the services of contractors, consultants and the assistance of other organizations in the performance pursuant to this Contribution Agreement.

## ARTICLE VI. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

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

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

## ARTICLE VII. RECORDS TO BE MAINTAINED

Ombudsman shall keep accurate and complete records of activities pursuant to this Contribution Agreement. All costs and expenditures pursuant to this Contribution Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents, pertaining in whole or in part to this Contribution 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, Ombudsman shall make available to the City and/or its designees all of its financial, personnel and employment records, with respect to this Contribution Agreement, and will permit the City and/or its designee to audit, examine, and make excerpts or transcripts from such records and shall arrange for independent audits of all contracts/agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other financial data. In performing any independent audit, Ombudsman shall require the auditor to comply with all applicable City rules and regulations governing such procedures.

## ARTICLE VIII. LIABILITY

The parties hereby agree to release each other from any and all liability that may be caused by or arise out of the wrongful and/or negligent conduct of the parties' respective employees and agents in the performance pursuant to this Contribution Agreement. Notwithstanding, neither party hereby waives any available immunity under the law. This Article shall survive expiration and/or termination of this Contribution Agreement.

## ARTICLE IX. TERMINATION

The City or Ombudsman may terminate this Contribution 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.

## ARTICLE X. MEETINGS AND EVALUATION

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

## ARTICLE XI. PROJECT REPORTING

Within ninety (90) days after expiration or termination of this Contribution Agreement, Ombudsman shall submit a cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Ombudsman's activities and outcomes pursuant to this Contribution Agreement. This Article shall survive termination or expiration of this Contribution Agreement.

## ARTICLE XII. GENERAL PROVISIONS

### A. Amendment

City or Ombudsman may request to amend this Contribution Agreement at any time. Upon mutual agreement to amend this Contribution Agreement, the amendment shall be reduced to writing, which shall

make specific reference to this Contribution Agreement, approved by the City's Director of Planning and Community Development, signed by a duly authorized representative of the City and Ombudsman, 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 Contribution 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 notice, invoice or other communication required or permitted by this Contribution 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
Dept. of Planning & Comm. Dev.
101 W. Third St.
Dayton, Ohio 45402
Attn: Erin Ritter
(937) 333-3816
Fax (937) 333-4281
erin.ritter@daytonohio.gov

Joint Office of Citizen Complaints
11 W. Monument Ave., Suite 606
Dayton, OH 45402
Attn: Diane Welborn
(937) 223-4613
Fax (937) 228-1183
welborn@dayton-ombudsman.org

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

**D. Conflict of Interest**

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

Ombudsman 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 Ombudsman's business. Ombudsman 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 Contribution Agreement. Ombudsman will immediately report the discovery of any potential conflict of interest to the City.

**E. Applicable Law/Venue**

This Contribution Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit

regarding this Contribution Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

**F. Entire Agreement/Integration**

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

**G. Political Contributions**

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

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

**CITY OF DAYTON, OHIO**

_____
City Manager

**APPROVED AS TO FORM AND CORRECTNESS:**

9/21/2020

X John Musto for
City Attorney

Signed by: Musto, John

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

**JOINT OFFICE OF CITIZEN COMPLAINTS, INC.**

By: Diane Welborn
Diane Welborn (Sep 22, 2020 15:48 EDT)

Its: Ombudsman

*EXHIBIT A*

**Joint Office of Citizen Complaints**
Scope of Services

Ombudsman shall serve as a point of contact to receive and resolve citizen inquiries and concerns. In this capacity, Ombudsman shall serve approximately 10,000 people during calendar year 2020 by providing information, referral and investigative services to citizens who have contacted Ombudsman with complaints regarding government services and/or operations. Ombudsman's services are free to the public and there are no eligibility requirements. Ombudsman's services are available to the public by telephone, mail, personal contact, local media, and via civic and educational meetings held during the year throughout the community.

Under the terms of this Contribution Agreement, Ombudsman shall provide the following services:

- Investigate and assist in resolving citizen complaints regarding government services and/or operations;
- Assist citizens in resolving complaints in an impartial, confidential, and non-litigious manner;
- Refer citizens to appropriate private and public organizations that can assist them in obtaining needed services;
- Assist citizens with non-governmental issues such as emergency assistance, eviction prevention, and landlord-tenant complaints, according to available resources in the agency and in the community;
- Make connections between public and private agencies, and provide information about the public or private agency best suited to resolve the complaint or ameliorate the problem;
- Analyze complaints to identify patterns that may reveal systemic problems and convene those persons and/or agencies that can institute needed changes; and
- Monitor public policy and program changes occurring at the local, state, and federal level in order to remain knowledgeable about rules, regulations, and appropriate avenues of redress.

# Ombudsman Contribution Agreement 2020 (Final)

Final Audit Report 2020-09-22

| | |
|---|---|
| Created: | 2020-09-22 |
| By: | Miranda Brooks (miranda.brooks@daytonohio.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAbZRXc7pAyjKDH9ybDtObU1yWI9tFEWTq |

## "Ombudsman Contribution Agreement 2020 (Final)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-09-22 - 5:34:06 PM GMT- IP address: 198.30.33.2

Document emailed to Diane Welborn (diane.welborn@dayton-ombudsman.org) for signature
2020-09-22 - 5:34:27 PM GMT

Email viewed by Diane Welborn (diane.welborn@dayton-ombudsman.org)
2020-09-22 - 7:47:12 PM GMT- IP address: 104.230.81.176

Document e-signed by Diane Welborn (diane.welborn@dayton-ombudsman.org)
Signature Date: 2020-09-22 - 7:48:07 PM GMT - Time Source: server- IP address: 104.230.81.176

Agreement completed.
2020-09-22 - 7:48:07 PM GMT

Adobe Sign

BACK

13.

# City Manager's Report

**From** **3410 - Water Director**

**Date** **October 7, 2020**

**Expense Type** **Other (See Description Below)**

**Total Amount** **$ 18,385.00 (thru 9/30/2021)**

**Supplier, Vendor, Company, Individual**

**Name** **National Association of Clean Water Agencies (NACWA)**

**Address** **P.O. Box 651211**
**Potomac Falls, VA 20165**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| 2020 Sanitary Operating Fund | 55000-9970-1159-54 | $18,385.00 |

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

**Description**

**ANNUAL MEMBERSHIP DUES**
**NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES**

The Department of Water recommends approval of $18,385.00 to the National Association of Clean Water Agencies (NACWA) for Membership Dues for the period of 10/1/2020 - 9/30/2021.

NACWA is involved in all facets of water quality protection. Viewed as a stakeholder in both the legislative and regulatory arenas, NACWA has built credible, collaborative relationships with members of Congress, Presidential administrations and the Environmental Protection Agency (EPA). Recent years have reflected heightened involvement in a broadening array of environmental laws and regulations that include the entire scope of ecosystem issues encompassed under the "umbrella" of watershed management, among them nonpoint source pollution control and the protection of air quality and endangered species.

The membership dues are calculated based on the most recent service area population.

The City of Dayton Water Department has been a member of this organization for over 10 years.

A Certificate of Funds is attached.

**Signatures/Approval**

Division
Michael Powell Digitally signed by Michael Powell Date: 2020.09.24 20:20:43 -04'00'

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 10/2019
*Digital Version Updated 04/2020*

# CERTIFICATE OF FUNDS

CF020-174

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

| | |
|---|---|
| Contract Start Date | 10/7/2020 |
| Expiration Date | 9/30/2021 |
| Original Commission Approval | $ 18,385.00 |
| Initial Encumbrance | $ 18,385.00 |
| 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: $ 18,385.00 | Amount: |
| Fund Code 55000 - 9970 - 1159 - 54 - ___ - ___ (Fund Org Acct Prog Act Loc) | Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc) | Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: National Association of Clean Water Agencies (NACWA)

Vendor Address: P.O. Box 651211
Potomac Falls, VA 20165
Street City State Zipcode + 6

Federal ID: 23-7088488

Commodity Code: 961-99

Purpose: Annual Membership Fee for the period of 10/1/2020 through 9/30/2021.

Contact Person: Lisa Burton-Yates Water Engineering 9/24/2020
Department/Division Date

Originating Department Director's Signature: Michael Powell Digitally signed by Michael Powell Date: 2020.09.24 20:21:40 -04'00'

**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 ____

Tonika Williams 9/28/2020 CF020-174
CF Prepared by Date CF/CT Number

9/25/20

NACWA

P.O. Box 37619
Baltimore, MD 21297-3619
(202) 833-2672
Federal Tax ID # 23-7088488

# INVOICE

INVOICE DATE 09/10/2020
INVOICE NO. 66786

CUSTOMER NO. 0000006570
TERMS NET 30 DAYS

BILL TO: City of Dayton Department of Water
Michael Powell
Director
320 W Monument Ave
Dayton, OH 45402-3017

| DESCRIPTION | AMOUNT |
|---|---|
| **Service Area Population: 300,000** | |
| **FY 2021 Membership Dues (10/01/2020 - 09/30/2021)** | $18,385.00 |

*Membership Dues paid to NACWA are not tax deductible as charitable contributions. Four percent (4%) of your payment will be spent on lobbying efforts with the intent to influence legislation; and are, therefore, not deductible as a business expense.*

*Please Note: FY 2021 membership dues remain the same as FY 2020. There is no increase in dues in FY 2021.*

**TOTAL** **$18,385.00**

## REMITTANCE SLIP

City of Dayton Department of Water
Michael Powell
320 W Monument Ave
Dayton, OH 45402-3017

Invoice Date 09/10/2020
Customer No. 0000006570
Invoice No. 66786

FY 2021 Membership Dues (10/01/2020 - 09/30/2021) $18,385.00

My utility's Fiscal Year is:
- ☐ October 1
- ☐ January 1
- ☐ July 1
- ☐ Other _____

**Total Enclosed:** **$18,385.00**

***Please remit payment and this portion of the invoice to***
National Association of Clean Water Agencies (NACWA)
P.O. Box 37619
Baltimore, MD 21297-3619

BACK

14.

# City Manager's Report

**From** **2390 - Planning & CD/Community Dev**

**Date** **October 7, 2020**

**Expense Type** **Other, (See Description Below)**

**Supplier, Vendor, Company, Individual**

**Total Amount** **$200,000.00 (thru 12/31/2021)**

**Name** **Rebuilding Together Dayton**

**Address** **30 S. Main Street, Suite B**
**Dayton, Ohio 45402**

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|---|---|---|
| 2017 & 2018 Community Development Block Grant (CDBG) | 26301-2390-1159-31-PL1992 | $200,000.00 |

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

**Description**

**Community Development Block Grant Subrecipient Agreement – Rebuilding Together Dayton**

The Department of Planning and Community Development requests approval to enter into an Agreement with Rebuilding Together Dayton to administer the Urgent Home Repair/NeighborCare Program. These funds will provide for an urgent home repair program and will result in home repairs and accessibility modifications for approximately 24 low- to moderate-income homeowners at or below eighty percent of the Area Median Income. Under the Community Development Block Grant (CDBG) program, the City is awarding $200,000.00 in 2017 and 2018 Action Plan funds to Rebuilding Together Dayton for program implementation.

This Agreement shall commence upon execution and it shall terminate on December 31, 2021.

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

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

**Signatures/Approval**

Erin M Jeffries
Division

Department

City Manager

***Approved by City Commission***

Clerk

Date

FORM NO. MS-16

Updated 8/2016

# CERTIFICATE OF FUNDS

CT20-2647

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED

X New Contract _____ Renewal Contract _____ Change Order:

| | |
|---|---|
| Contract Start Date | Execution by the City |
| Expiration Date | 12/31/21 |
| Original Commission Approval | $ 200,000.00 |
| Initial Encumbrance | $ 200,000.00 |
| Remaining Commission Approval | $ - |
| Original CT/CF | $ - |
| Increase Encumbrance | $ - |
| Decrease Encumbrance | $ - |
| Remaining Commission Approval | $ - |

**Required Documentation**

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

| | |
|---|---|
| Amount: $ 200,000.00 | Amount: |
| Fund Code 26301 (Fund) 2390 (Org) 1159 (Acct) 31 (Prog) - PL1992 (Act) XXXX (Loc) | Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc) |
| Amount: | Amount: |
| Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc) | Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: Rebuilding Together Dayton

Vendor Address: 30 S. Main Street, Suite B (Street) Dayton (City) Ohio (State) 45402 (Zip code + 4)

Federal ID: 311457626

Commodity Code: 96199

Purpose:

Rebuilding Together Dayton will provide urgent home repairs to approximately 24 owner-occupied units for residents at or below 80% of the Area Median Income (AMI).

Contact Person: Sarah Geist x3814 — Planning & Community Development (Department/Division) — 9/21/2020 (Date)

Originating Department Director's Signature: [signature]

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

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

[signature] — Finance Director Signature — 09/28/2020 (Date)

[signature] — CF Prepared by — 09/25/2020 (Date) — CT20-2647 (CF/CT Number)

SA 09/23/2020
VB

**CDBG SUBRECIPIENT AGREEMENT**
**REBUILDING TOGETHER DAYTON**
**URGENT HOME REPAIR/NEIGHBORCARE PROGRAM**
**CFDA 14.218**

THIS AGREEMENT, entered into this _____ day of _____, 2020, is between the **CITY OF DAYTON OHIO**, a municipal corporation in and of the State of Ohio (hereinafter called "City") and **REBUILDING TOGETHER DAYTON**, a not-for-profit corporation organized under the laws of the State of Ohio (hereinafter called "Subrecipient").

**WITNESSETH, THAT:**

WHEREAS, the City is a grantee of funds from the United States Department of Housing and Urban Development, hereinafter referred to as "**HUD**," under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, responsible for the development, implementation, administration, and evaluation of HUD's Community Development Block Grant, hereinafter referred to as "**CDBG**," Program in Dayton; and,

WHEREAS, the City has delegated to the Subrecipient the responsibility of rendering housing repair and accessibility modification services through the provisions of the CDBG program; and,

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

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient with funds to render housing repair and accessibility modification services for CDBG eligible households; and,

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as "Urgent Home Repair/NeighborCare Program" under the CDBG program in the 2017 and 2018 Action Plans for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Numbers B-17-MC-39-0010 and B-18-MC-39-0010.

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

## ARTICLE 1. DEFINITIONS

A. "Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the CDBG Program under this agreement.
B. "Program Income" is income received by the Subrecipient directly generated from the use of CDBG funds.
C. "CDBG Program Funds" shall mean funding received by the City from HUD under the City of Dayton's CDBG Program.
D. "Contract Period" shall mean the effective date of this agreement and time given for

ellucian Vendor Maintenance FTMVEND 9.3.14 (BANPROD) ADD RETRIEVE RELATED TOOLS

Vendor: 311457626 HRC Appv HRC Exp Date: 11/30/2022 HRC Exempt Corporation: Rebuilding Together Dayton Last Name: Start Over

First Name: Middle Name:

ADDRESS Insert Delete Copy More Information Filter

| | | | |
|---|---|---|---|
| From Date | | | |
| To Date | | Area Code | |
| Address Type | BI Billing | Phone Number | |
| Sequence Number | 2 | Extension | |
| Street Line 1 | 30 S Main St Ste B | Fax Area Code | |
| Street Line 2 | | Fax Number | |
| Street Line 3 | | Fax Extension | |
| | | Inactivate Address | |
| City | Dayton | Source | |
| State or Province | OH Ohio | Delivery Point | |
| ZIP or Postal Code | 45402 | Correction Digit | |
| County | | Carrier Route | |
| Nation | | Registration Number | |
| Telephone Type | BI Billing | | |

2 of 7 Per Page Record 2 of 7

Activity Date 01/17/2012 10:21:07 AM Activity User LBANKS SAVE

EDIT Record 2/7 SPRADDR SPRADDR_ATYP_CODE [2]

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performance.

E. "Project Activity" shall mean the activity therein described in Exhibit A – Scope of Services - of this Agreement.
F. "Moderate, Low, and Very Low Income" shall mean 80% or less, 50% or less, and 30% or less – respectively – of the area median income as defined by HUD for the current Agreement period.

## ARTICLE 2. PURPOSE

The purpose of this Agreement is to provide funding for project activities approved by the City under the CDBG Program for Program Year 2018 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2020 and 2021 Consolidated Annual Performance Evaluation Reports (CAPERs). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, and D – Monthly and Cumulative Reports.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Exhibit A, the budget set forth in Exhibit B, the program monitoring schedule set forth in Exhibit C, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient further agrees that it will notify the City prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of the HUD CDBG Program and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the City.

## ARTICLE 3. SCOPE OF SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use CDBG funds made available to the Urgent Home Repair/NeighborCare Program ("Program") for the purpose of home repairs and accessibility modifications to low-income homeowners as more fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

## ARTICLE 4. TERM OF CONTRACT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on December 31, 2021.

## ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City's 2017 and 2018 funds, in the amount of **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($200,000.00)** for the work and services to be provided by subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B – Program Budget, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any indirect

costs charged must be consistent with the conditions of Article 8 (C) (2) - of this Agreement. Any amendments to the budget must be approved in writing by both the City and Subrecipient.

Expenditures between execution of this agreement and December 31, 2021, are eligible for reimbursement. Payments may be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

## ARTICLE 6. GENERAL CONDITIONS

A. Compliance

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

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

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

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

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

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

B. "Independent Contractor"

By executing this Agreement, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Subrecipient shall be prohibited from representing or allowing

others to construe the parties' relationship in a manner inconsistent with this provision. Subrecipient shall have no authority to assume or create any obligations on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

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

C. Indemnification

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

D. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least **SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00)**. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

Subrecipient shall ensure recognition of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a

reference to the support provided in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

H. Suspension or Termination

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

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

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

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

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

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

I. Political Contributions

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

## ARTICLE 7. CONTACTS

All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or Subrecipient addressed as follows:

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

To Subrecipient: Rebuilding Together Dayton
30 S. Main Street, Suite B
Dayton, OH 45402
Attn: Amy Radachi
(937) 223-4893
amy@rtdayton.org

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

## ARTICLE 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

3. Financial Records

a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.

b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other

accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

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

c. Records required to determine the eligibility of activities;

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

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

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

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

2. Client Data

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

3. Retention of Records and Documentation

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

Within thirty (30) days of the expiration or conclusion of the Agreement, the Subrecipient shall provide the City with full and complete copies of all project files and records associated with the Agreement. Additionally, copies of all files and

records pertaining to federal funding contracted through the City shall be provided to the City should the Subrecipient cease operations.

Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Disclosure

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

5. Close-Outs

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

6. Audits, Monitoring, and Evaluation

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

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

7. Property Records

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

C. Reporting Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A – Scope of Services.

D. Procurement

1. Compliance

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

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

2. OMB Standards

Unless specified otherwise within this agreement, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

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

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

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

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

## ARTICLE 9. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

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

#### 2. Nondiscrimination

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

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

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

#### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer,

prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. Women and Minority-Owned Businesses

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

3. Access to Records

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of **TWO THOUSAND DOLLARS AND NO CENTS ($2,000.00)** for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29

CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

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

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

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

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

The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and

applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

b. <u>HUD Section 3 Participation Goals</u>

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

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

Contracting: (a) At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, construction, and other public construction with

federal funds; and (b) At least three percent (3%) of the total dollar amount of all other, including professional services, covered Section 3 contracts to eligible Section 3 business concerns. HUD Section 3 companies can be found at http://daytonhrc.org/business-technical-assistance/certification/

c. Notifications

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

d. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

Subrecipient hereby certifies that:

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

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

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

d. Lobbying Certification

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

6. Copyright

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

7. Religious Activities

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

## ARTICLE 10. ENVIRONMENTAL CONDITIONS

### A. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act 42 U.S.C., 7401, et seq.

2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

### B. Environmental Review

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

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

### C. Flood Disaster Protection

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

### D. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to

all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

## ARTICLE 11. HISTORIC PRESERVATION

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

## ARTICLE 12. SEVERABILITY

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

## ARTICLE 13. SECTION HEADINGS AND SUBHEADINGS

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

## ARTICLE 14. WAIVER

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

## ARTICLE 15. ENTIRE AGREEMENT

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

## ARTICLE 15. REFERENCES TO LAW

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

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

**CITY OF DAYTON, OHIO**

_____
City Manager

_____
Date

**REBUILDING TOGETHER DAYTON**

By: Amy Radecki

Title: President/CEO

Date: Sep 17, 2020

**APPROVED AS TO FORM AND CORRECTNESS:**

Amelia N. Blankenship for
Amelia N. Blankenship for (Sep 16, 2020 13:36 EDT)
City Attorney

Sep 16, 2020
Date

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

_____, 2020

Min./Bk. _____Page _____

_____
Clerk of the Commission

**EXHIBIT A**
**SCOPE OF SERVICES**
**REBUILDING TOGETHER DAYTON URGENT HOME REPAIR/NEIGHBORCARE PROGRAM**

## 1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the "Urgent Home Repair/NeighborCare Program," through December 31, 2021.The program will result in the repair of up to 24 households within the City of Dayton corporate limits who are at or below eighty percent (80%) of the Area Median Income (AMI).

Rebuilding Together Dayton (RTD) will provide urgent home repairs and accessibility modifications for homeowners in the City of Dayton. The home repair grants, with a maximum contribution of $7,500.00 per unit, will provide for the repair or replacement of a housing component that poses a threat to the health and safety of the household or structure. The accessibility grants, with a maximum contribution of $7,500.00 per unit, will provide housing modifications that eliminate barriers for an occupant who demonstrates mobility impairments.

**Program Definitions**
The services offered through the Urgent Home Repair Modification Program will include home repairs and accessibility modifications. The maximum cost per unit will be calculated by the direct costs associated with each unit, including materials, labor, and work by subcontractors, and the administrative costs added together. Below is a description of such repairs.

**Home repairs** are defined as improvements made to homes necessary to safeguard against danger to human life, health or safety, or to protect property from further structural damage. These repairs will bring the subject items up to local codes and standards. Home repair items include, but are not limited to, such items as: furnace/heating components; air conditioning when medically necessary; damaged or inoperable plumbing; damaged or inoperable hot water heater/tank; severely deteriorated, damaged, or leaking roof; deteriorated drain/waste/vent lines; inoperable or hazardous gas service or distribution lines; damaged or inoperable water service or distribution lines; inoperable or severely damaged windows and doors; hazardous or inoperable electrical systems and components; and damaged or hazardous steps and stairways.

**Accessibility modifications** are defined as improvements made to homes of persons with disabilities to make the home more accessible. Improvements are designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly and/or disabled persons. Accessibility modification items include, but are not limited to, such items as: installing grab bars/handrails; widening doorways, ramps, and showers; modifying commodes and vanities; and hazardous stairs or ramp replacement/repair.

## 2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activity (ies) carried out under this Agreement are allowable expenses under HCDA Section 105 (a) (4) and 24 CFR 570.202, and that the activity (ies) are a provision of homeowner rehabilitation, CDBG Matrix Code 14A (Rehab; Single-Unit Residential), benefitting low- and moderate-income (LMI) persons under the National Objective of Low/Mod Housing (LMH) Benefit. The program will maintain the supply and availability of safe, decent, and affordable housing for low- and moderate-income residents, improve the general interior and exterior conditions of the housing stock in the City, provide housing

rehabilitation opportunities for low- and moderate-income residents of the City, increase the percentage of neighborhood residents who rate their neighborhood desirable, reduce the number of homeowners forced from their homes due to deterioration and substandard living conditions, and encourage private neighborhood investment. The provision of homeowner rehabilitation is considered to address the LMH National Objective per 24 CFR 570.208 (a) (3).

## 3. PROGRAM GUIDELINES

The Subrecipient shall use the City of Dayton CDBG funds for implementation of a Homeowner Rehabilitation Program as articulated below, not to exceed **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($200,000.00)**. The period will be through December 31, 2021 as contemplated in this agreement.

A. Homeowner Rehabilitation Program

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

2. Only owner-occupied single family (one unit) residential structures are eligible to participate in the program.

3. Properties purchased by land contract are ineligible under this program unless the land contract documents are properly recorded by the Montgomery County Recorder's Office.

4. Properties in foreclosure are not eligible for funding under this program.

5. Property taxes must be current, or if not current, a payment plan must be in place with the Montgomery County Treasurer's Office.

6. Eligible geographic areas for the program include the entire municipal corporation limits of the City of Dayton only.

7. Eligible beneficiaries of this program are homeowners within the City of Dayton.

8. Eligible beneficiaries of this program are households earning no more than eighty percent (80%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated below. New income limits will replace the limits listed below when issued, and will be made available by the City annually.

| *(As of 07.01.2020)* | FY 2020 Dayton, OH MSA Income Limits |
|---|---|
| Household Size | Moderate (80%) Income Limits |
| 1 | $40,800 |
| 2 | $46,600 |
| 3 | $52,450 |
| 4 | $58,250 |
| 5 | $62,950 |
| 6 | $67,600 |
| 7 | $72,250 |
| 8 | $76,900 |

## 4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

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

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

## 5. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for determination of household eligibility based on income, identification of target households, marketing the program, application intake and processing, development of rehabilitation/repair work specifications, preconstruction conferences, coordination of services for the completion of the repairs, inspection of rehabilitation work, compliance with all CDBG regulations, final inspection of repairs completed, client satisfaction survey, and preparation of reports to City as detailed in Section 10, Reporting Procedures and as displayed in Exhibit D - Monthly and Cumulative Reports . Subrecipient will respond to all complaints regarding repairs performed by Subrecipient for one year from date of completion, and client satisfaction survey.

Funds will be used to address code violations, health and safety items, and incipient repair items as identified by Subrecipient. All repairs must be performed in accordance with local building code standards.

## 6. BUDGET

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

## 7. STAFFING

Subrecipient shall assign the following staff as Key Personnel to the "Urgent Home Repair/NeighborCare Program":

| Staff Member Title | General Program Duties | Average Time Allocation |
|---|---|---|
| Amy Radachi, President/CEO | This position oversees and manages all aspects of the Program for RTD. | 16 hours/week |

| | | |
|---|---|---|
| Project Manager (TBD) | This position writes specifications, solicits bids, performs inspections, and oversees all job site activities for the Program. | _6_ hours/week |
| Amanda Harrelson, NeighborCare Director | This position submits invoices, tracks program costs, and provides financial management for the Program. | _16 hours/week |
| Jenny Beaver, Client Coordinator | This position is responsible for client outreach, application intake, client qualification and program documentation. | 6 hours/week |

Any changes in the Key Personnel assigned, their general responsibilities, or their average time allocation under this project must be submitted in writing and are subject to the prior approval of the City.

## 8. PAYMENT PROCEDURES

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

A. Invoice Information

Subrecipient's invoice shall contain the following:

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

B. Supporting Documentation

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

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

## 9. DOCUMENTATION AND RECORD KEEPING

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

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

A. Accounting journals and ledgers

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

C. Bank account records

D. Time sheets for personnel

E. Payroll records and reports

F. Documentation of other administrative costs charged

G. Financial reports

H. Audit files

I. Financial correspondence

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

## 10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the

Project Manager and will be retained for 5 years beyond the terms of the contract. The Sub-recipient agrees to submit the following reports.

A. Monthly Progress Reports

Subrecipient agrees to submit with a monthly invoice or on the fifteenth (15th) day of each month, beginning with April 15, 2020, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous or invoiced month. The Monthly Progress Report must detail, at a minimum, the following information per reporting period:

1. The number of repairs/modifications completed;

2. A brief summary of the repairs/modifications completed and the number of individuals served;

3. Total number of housing units improved, including the number improved through emergency repairs, for accessibility, with energy efficiency improvements, and newly constructed units;

4. The addresses of housing units improved;

5. The race/ethnicity and age for each household assisted;

6. The number of female-headed households;

7. The income level for each household assisted;

8. Lead paint status and remediation data.

9. Additional funding sources leveraged.

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

B. Cumulative Reports

The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than January 15, 2021 and January 15, 2022. The reports will be provided by the City no later than December 17, 2020, and December 17, 2021. A copy of the Cumulative Report is included in Exhibit D – Monthly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Subrecipient's activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

## 11. COMMUNICATIONS

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

**EXHIBIT B**
**PROGRAM BUDGET**

| RTD Urgent Home Repair/ Neighbor Care Program | City 2017/ 2018 CDBG | Private | Federal | State | Local | County | In-Kind | Total |
|---|---|---|---|---|---|---|---|---|
| Developer Fee | - | - | - | - | - | - | - | - |
| Housing Construction/Rehab | $160,000 | $280,000 | $80,000 | $41,000 | - | $65,000 | $100,000 | **$726,000** |
| Personnel Costs | $40,000 | $75,000 | $40,000 | - | - | $50,000 | - | **$205,000** |
| Supplies/ Materials | - | - | - | - | - | - | - | - |
| Postage/ Mailing | - | - | - | - | - | - | - | - |
| **Total** | **$200,000** | **$355,000** | **$120,000** | **$41,000** | - | **$115,000** | **$100,000** | **$931,000** |

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

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

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

**EXHIBIT C**
**CDBG PROGRAM MONITORING SCHEDULE**

**Grantee:** City of Dayton Department of Planning and Community Development

**Subrecipient:** Rebuilding Together Dayton

**Project/Program:** Urgent Home Repair/NeighborCare Program

| Monitoring Subject Area | Date of Review | City Representative |
|---|---|---|
| ***Section I. Required Monitoring for ALL CDBG Subrecipient Agreements*** | | |
| Financial and Program Eligibility | Upon submission of invoice(s) | Sarah Geist or designated staff |
| Program Performance and Records Management | Ongoing on a quarterly basis until termination of Agreement | Sarah Geist or designated staff |
| Environmental Review | As specific activities warrant | Pete Thornburgh or designated staff |
| Historic Properties Protection Review | As specific activities warrant | Designated staff |
| On-Site Monitoring Visit | As warranted by Annual Risk Assessment | Sarah Geist or designated staff |
| ***Section II. Specific Monitoring Areas based on Project Type*** | | |
| Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process) | As specific activities warrant | Project Manager or designated staff |
| Acquisition and Relocation Compliance | Not Applicable | |
| Housing Rehabilitation Guidelines | As specific activities warrant | Sarah Geist or designated staff |
| Economic Development Guidelines | Not Applicable | |

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**EXHIBIT D**
**MONTHLY AND CUMULATIVE REPORTS**

**Monthly Report**

Project Name: Urgent Home Repair/NeighborCare Program
Subrecipient: Rebuilding Together Dayton
Action Plan Year: 2020

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address or boundary. (Attach additional documentation, if necessary.)

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

2a. If YES, indicate completion date. _____

2b. If NO, please provide a brief description of the Subrecipient's plan to complete the project and an estimated timeframe for completion.

3. Total number of housing units improved: _____

4. Total number of housing units improved through emergency repair(s): _____

5. Total number of housing units modified to be accessible: _____

6. Total number of newly constructed affordable, accessible housing units: _____

7. Addresses of housing units improved (including ZIP) *Must match #3*

*Add additional rows as necessary*

1. _____

2. _____

3. _____

4. _____

5. _____

8. Race/Ethnicity *Total must match #3*

| Race | Total | Hispanic/Latino |
|---|---|---|
| White | | |
| Black/African-American | | |
| Asian | | |
| American Indian/Alaskan Native | | |
| Native Hawaiian/Other Pacific Islander | | |
| Black/African-American & White | | |
| Asian & White | | |
| American Indian/Alaskan Native & White | | |
| Native Hawaiian/Other Pacific Islander & White | | |
| American Indian/Alaskan Native & Black/African-American | | |
| Other multi-racial | | |
| **TOTAL** | | |

9. Female-Headed Households: _____

10. Income Levels

| Income Level | Number Households |
|---|---|
| Extremely Low - 0-30% | |
| Low - 30-50% | |
| Moderate - 50-80% | |
| Non-Low/Moderate | |
| **TOTAL** | |
| **Percent Low/Mod** | % |

11. Applicable Lead Paint Requirement *Total must match #3*

| | **# Housing Units** |
|---|---|
| Housing Constructed before 1978 | |
| Exempt: housing constructed 1978 or later | |
| Exempt: No paint disturbed | |
| Otherwise exempt: | |
| *0 bedrooom* | |
| *Elderly/Disabled with no children under 6* | |
| *Lead-based paint free* | |
| **TOTAL** | |

12. Lead Hazard Remediation Actions: *Total must match #3*

| | **# Housing Units** |
|---|---|
| Lead Safe Work Practices *(24 CFR 35.930(b)) (Hard costs <= $5k)* | |
| Interim Controls for Standard Practices *(24 CFR 35.930(c)) (Hard costs $5k-$25k)* | |
| Abatement *(24 CFR 35.930(d)) (Hard costs > $25k)* | |
| **TOTAL** | |

13. Homeowner Rehab Units: *Total must match #3*

| | **# Housing Units** |
|---|---|
| Units Occupied by Elderly | |
| Units Moved from Substandard to Standard (HQS or Local Code) | |
| Section 504 Accessible Units | |
| Units Qualified as Energy Star | |
| Units Brought into Compliance with Lead Safety Rules (24 CFR Part 35) | |
| **TOTAL** | |

**Annual Cumulative Report & Post Agreement Report**

Project Name: Urgent Home Repair/NeighborCare Program
Subrecipient: Rebuilding Together Dayton
Action Plan Year: 2020
Reporting Period: January 1 – December 31, 2020

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

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

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

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

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

| Source | Type | Amount |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

3. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address or boundary. (Attach additional documentation, if necessary.)

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

4a. If YES, indicate completion date. _____

4b. If NO, please provide a brief description of the Subrecipient's plan to complete the project and an estimated timeframe for completion.

| |
|---|
| |

5. Total number of housing units improved: _____

6. Total number of housing units improved through emergency repair(s): _____

7. Total number of housing units modified to be accessible: _____

8. Total number of newly constructed affordable, accessible housing units: _____

9. Addresses of housing units improved (including ZIP) *Must match #3*
*Add additional rows as necessary*

1. _____

2. _____

3. _____

4. _____

5. _____

10. Race/Ethnicity *Total must match #3*

| Race | Total | Hispanic/Latino |
|---|---|---|
| White | | |
| Black/African-American | | |
| Asian | | |
| American Indian/Alaskan Native | | |
| Native Hawaiian/Other Pacific Islander | | |
| Black/African-American & White | | |
| Asian & White | | |
| American Indian/Alaskan Native & White | | |
| Native Hawaiian/Other Pacific Islander & White | | |
| American Indian/Alaskan Native & Black/African-American | | |
| Other multi-racial | | |
| **TOTAL** | | |

11. Female-Headed Households: _____

12. Income Levels

| **Income Level** | **Number Households** |
|---|---|
| Extremely Low - 0-30% | |
| Low - 30-50% | |
| Moderate - 50-80% | |
| Non-Low/Moderate | |
| **TOTAL** | |
| **Percent Low/Mod** | % |

13. Applicable Lead Paint Requirement *Total must match #3*

| | **# Housing Units** |
|---|---|
| Housing Constructed before 1978 | |
| Exempt: housing constructed 1978 or later | |
| Exempt: No paint disturbed | |
| Otherwise exempt: | |
| *0 bedrooom* | |
| *Elderly/Disabled with no children under 6* | |
| *lead-based paint free* | |
| **TOTAL** | |

14. Lead Hazard Remediation Actions: *Total must match #3*

| | **# Housing Units** |
|---|---|
| Lead Safe Work Practices *(24 CFR 35.930(b)) (Hard costs <= $5k)* | |
| Interim Controls for Standard Practices *(24 CFR 35.930(c)) (Hard costs $5k-$25k)* | |
| Abatement *(24 CFR 35.930(d)) (Hard costs > $25k)* | |
| **TOTAL** | |

15. Homeowner Rehab Units: *Total must match #3*

| | **# Housing Units** |
|---|---|
| Units Occupied by Elderly | |
| Units Moved from Substandard to Standard (HQS or Local Code) | |
| Section 504 Accessible Units | |
| Units Qualified as Energy Star | |
| Units Brought into Compliance with Lead Safety Rules (24 CFR Part 35) | |
| **TOTAL** | |

# Agreement for Review - RTD Urgent Home Repair Program

Final Audit Report 2020-09-16

| | |
|---|---|
| Created: | 2020-09-02 |
| By: | Sarah Geist (sarah.geist@daytonohio.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAZhdMqmoy_WJOZpgZWnbbkFxcB3Aj6PEo |

## "Agreement for Review - RTD Urgent Home Repair Program" History

Document created by Sarah Geist (sarah.geist@daytonohio.gov)
2020-09-02 - 5:33:01 PM GMT- IP address: 24.166.20.46

Document emailed to Leonard J. Bazelak (leonard.bazelak@daytonohio.gov) for signature
2020-09-02 - 5:36:13 PM GMT

Email viewed by Leonard J. Bazelak (leonard.bazelak@daytonohio.gov)
2020-09-03 - 1:51:41 PM GMT- IP address: 198.30.33.2

Document e-signed by Leonard J. Bazelak (leonard.bazelak@daytonohio.gov)
Signature Date: 2020-09-03 - 1:55:20 PM GMT - Time Source: server- IP address: 198.30.33.2

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2020-09-03 - 1:55:22 PM GMT

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2020-09-16 - 5:35:45 PM GMT- IP address: 198.30.33.2

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Signature Date: 2020-09-16 - 5:36:11 PM GMT - Time Source: server- IP address: 198.30.33.2

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2020-09-16 - 5:36:11 PM GMT

Adobe Sign

# RTD Urgent Home Repair Program_ready for sub

Final Audit Report 2020-09-18

| | |
|---|---|
| Created: | 2020-09-17 |
| By: | Sarah Geist (sarah.geist@daytonohio.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAH8XPrXzJM8sZpPv2cy-4odXOEFHkTMnz |

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2020-09-17 - 9:42:53 PM GMT- IP address: 24.166.20.46

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2020-09-17 - 9:44:13 PM GMT

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2020-09-17 - 10:09:57 PM GMT- IP address: 64.233.172.81

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Agreement completed.
2020-09-18 - 2:30:17 AM GMT

Reviewed/approved:

*Miranda Brooks*

Adobe Sign

# CMR Packet - RTD Urgent Home Repair Program

Final Audit Report 2020-09-22

| | |
|---|---|
| Created: | 2020-09-21 |
| By: | Sarah Geist (sarah.geist@daytonohio.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAASjS_F9cj2yc65KQijGad2TJ-BfCTG8Jz |

## "CMR Packet - RTD Urgent Home Repair Program" History

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2020-09-21 - 7:15:32 PM GMT- IP address: 24.166.20.46

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2020-09-21 - 7:19:06 PM GMT

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2020-09-21 - 7:49:01 PM GMT- IP address: 198.30.33.2

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E-signature obtained using URL retrieved through the Adobe Sign API
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2020-09-21 - 7:58:01 PM GMT

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2020-09-21 - 11:54:21 PM GMT- IP address: 74.83.54.61

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Signature Date: 2020-09-22 - 0:46:38 AM GMT - Time Source: server- IP address: 74.83.54.61

Agreement completed.
2020-09-22 - 0:46:38 AM GMT

Adobe Sign

BACK

DRAFT

1st & 2nd Reading 15.

By: ..... No 31845-20 .....

**AN ORDINANCE**

Levying Special Assessments for the Implementation of the Plan for Services Adopted by the Downtown Dayton Special Improvement District, Inc., and Approved by the Commission, and Declaring an Emergency.

**WHEREAS**, The Downtown Dayton Special Improvement District, Inc. ("SID)" recommended a Plan for Services ("Plan") for a five-year period to provide certain services to the Downtown Dayton area as defined in the Plan; and,

**WHEREAS**, This Commission approved the Plan by Resolution No. 6507-20, adopted on June 3, 2020; and,

**WHEREAS**, The Plan calls for provision of these services to be funded by special assessments; and,

**WHEREAS**, Owners of greater than sixty percent (60%) of the front footage of property to be assessed signed the petition asking for this assessment; and,

**WHEREAS**, The Assessment Equalization Board ("Board") has reviewed and approved the assessments and has issued its Report to the Commission; and,

**WHEREAS**, The Commission approved the Report of the Board by Ordinance No. 31839-20, passed on September 16, 2020; and,

**WHEREAS**, It is necessary that this Ordinance take effect immediately upon its passage to meet the necessary timetable to provide the services under the Plan beginning in 2021 and to provide the benefits from the Plan then and for the immediate preservation of the public peace, property, health and safety; now, therefore,

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

**Section 1.** That the Commission hereby adopts and confirms the equalized special assessments for the cost of implementing the Plan for Services of the Downtown Dayton Special Improvement District, Inc., approved by the Commission in Resolution No. 6507-20, which Plan is on file in the Office of the Clerk of the Commission.

**Section 2.** That the Commission hereby levies and assesses upon the lots and lands provided for in Ordinance No. 31840-20, passed on September 16, 2020, the amounts shown on Exhibit A attached hereto, based on current assessed values and front footages.

**Section 3.** That the special assessment to be levied shall be paid in five (5) annual installments, pursuant to the payment schedule shown on Exhibit A, provided that the number of installments shall not be greater in number than the estimated years of the life of the improvement as certified by the Director of Finance in the assessment, and further provided that the owner of any property assessed may pay the special assessment in full within thirty (30) days after the passage of the assessing ordinance. All assessments and installments which have not been paid at the expiration of the thirty (30) days period shall be certified by the Clerk of the Commission to the County Auditor to be placed on the tax duplicate and collected as provided by law, including the County collection fee of five percent (5%).

**Section 4.** That the Clerk of the Commission shall cause notice of the passage of this ordinance to be published once in a newspaper of general circulation in this City and shall keep a record of the special assessments on file in the Office of the Clerk of the Commission open for inspection and examination as long as any of them remain unpaid.

**Section 5.** That the Clerk of the Commission is directed to deliver a certified copy of this ordinance to the Auditor of Montgomery County within twenty (20) days after its passage.

**Section 6.** That for the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure which shall take effect immediately upon its passage.

Passed by the Commission....., 2020

Signed by the Mayor....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

October 2, 2020

**TO:** Shelley Dickstein, City Manager
City Manager's Office

**FROM:** Amelia N. Blankenship, Deputy Director
Law Department

**SUBJECT:** SID Legislation

We are ready to take the final legislative step in the SID assessment process. Attached is the Ordinance Levying the Assessments.

DDP's final numbers are attached as Exhibit "A".

Please call Amy Blankenship at x4111 or 513-403-2815 with questions. Thank you!

BACK

DRAFT 1st & 2nd Reading 16.

6536-20

BY..... NO.....

**A RESOLUTION**

Authorizing the Acceptance of a Grant Award for a Fair Housing Assistance Program from the United States Department of Housing and Urban Development in the Amount of Eighty-One Thousand Dollars and Zero Cents ($81,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

**WHEREAS**, The United States Department of Housing and Urban Development ("HUD") is offering Fair Housing Assistance Program grants; and

**WHEREAS**, HUD determined that the Human Relations Council of the City of Dayton ("Human Relations Council") is a substantially equivalent jurisdiction for purposes of processing complaints of housing discrimination within the City of Dayton; and

**WHEREAS**, By previous agreements with HUD, the Human Relations Council received grant funding for processing housing discrimination complaints; and

**WHEREAS**, HUD has offered the Human Relations Council a Fair Housing Assistance Program grant award in the amount of Eighty-One Thousand Dollars and Zero Cents ($81,000.00) to continue processing complaints of housing discrimination; and

**WHEREAS**, The Commission finds it in the best interest of the City of Dayton to receive this award of grant funding; and

**WHEREAS**, In order that complaints of housing discrimination may be timely resolved and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at the earliest possible date; now, therefore,

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

**Section 1.** That the City Manager or her designee is authorized and directed to execute a Grant Agreement and any other documents necessary to accept a Fair Housing Assistance Program grant award from HUD, in the maximum amount of Eighty-One Thousand Dollars and Zero Cents ($81,000.00), in support of the continued efforts by the Human Relations Council to process housing discrimination complaints.

**Section 2.** That for the reasons stated 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 ....., 2020

SIGNED BY THE MAYOR....., 2020

_____
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

_____
Clerk of the Commission

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM | DAYTON

September 24, 2020

**TO:** Shelley Dickstein, City Manager
City Manager's Office

**FROM:** Erica Fields, Executive Director
Human Relations Council

**RE:** FHAP Cooperative Agreement – FY 2020- 2021

Please find attached a resolution, approved as to form by the Law Department, authorizing the acceptance of a fair housing grant from the U.S. Department of Housing and Urban Development (HUD). The amount of the grant is $81,000.00.

The Human Relations Council has substantial equivalency with HUD; as such, funds are received based on complaints processed the previous year and required training. This grant does not necessitate annual application. We request this item be placed on the Commission calendar for October 7, 2020.

If you have any questions, please call me at x1407. Thank you.

## Assistance Award/Amendment

**U.S. Department of Housing and Urban Development**
Office of Administration

| | |
|---|---|
| 1. Assistance Instrument<br>X Cooperative Agreement ☐ Grant | 2. Type of Action<br>Award X Amendment |
| 3. Instrument Number: FF205K205019<br>4. Amendment Number: 2 | 5. Effective Date of this Action: 9/14/2020<br>6. Control Number: Tax ID 31-6000175 |
| 7. Name and Address of Recipient<br>City of Dayton Human Relations Council<br>371 W. 2nd Street, Suite 100<br>Davton, Ohio 45402 | 8. HUD Administering Office<br>Region V FHEO<br>77 West Jackson Blvd, Rm. 2101<br>Chicago, Illinois 60604<br>8a. Name of Administrator: Lon Meltesen<br>8b. Telephone Number: (312) 913-8400 |
| 10. Recipient Project Manager<br>Erica Fields, Executive Director | 9. HUD Government Technical Representative<br>Elva Lewis (614) 280.6112 |
| 11. Assistance Arrangement<br>☐ Cost Reimbursement<br>☐ Cost Sharing<br>X Fixed Price<br>12. Payment Method<br>☐ Treasury Check Reimbursement<br>☐ Advance Check<br>X Automated Clearinghouse | 13. HUD Payment Office<br>Fort Worth Field Accounting<br>PO Box 2905, Ft. Worth, Texas 76113-2905 |
| 14. Assistance Amount<br>Previous HUD Amount $35,000.00<br>HUD Amount this action $81,000.00<br>Total HUD Amount $81,000.00<br>Recipient Amount $0.00<br>Total Instrument Amount $116,000.00 | 15. HUD Accounting and Appropriation Data<br>15a. Appropriation Number: 8620/210144<br>15b. Reservation number: FHEO-05-20-02<br>Amount Previously Obligated $35,000.00<br>Obligation by this action $81,000.00<br>Total Obligation $116,000.00 |

16. Description

This instrument authorizes the following funds to be obligated to the Agency.

| Fund Code | Description | Amount Obligated in this Action |
|---|---|---|
| TIN | Case Processing (Carryover Funds) | $0.00 |
| TIN | Case Processing (Current Funds) | $50,300.00 |
| TIN | Post-Cause Supplement (Carryover) | $0.00 |
| TIN | Post-Cause Supplement (Current Funds) | $5,000.00 |
| ADC | Administrative Costs | $12,500.00 |
| TRG | Training | $13,200.00 |
| PA1 | Partnership | |
| SEE | Special Enforcement Effort | |
| | Total | $81,000.00 |

1. Cover Page- HUD 1044
2. 2020 Contribution Agreement
3. Appendix A: FY2020 Statement of Work
4. Attachment A: FY2020 Criteria for Processing
5. Attachment B: FY2020 Standards for Timeliness
6. Attachment C: Payment Amounts for FHAP Case Processing
7. Attachment D: eLOCCS Security Procedures

The performance period for this Agreement is July 1, 2020 to June 30, 2021

Funds in the FHAP program expire five (5) years from the end of the performance period.

The recipient must comply with all rules and regulations in accordance with the Fair Housing Assistance Program regulations (24 CFR § 115), the Memorandum of Understanding between the Recipient and HUD (including all subsequent addenda), and the FY2020 FHAP Guidance.

| | |
|---|---|
| 17. **X** Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office | 18. ☐ Recipient is not required to sign this document. |
| 19. Recipient (By Name)<br>**Erica Fields, Executive Director** | 20. HUD (By Name)<br>**Lon Meltesen, FHEO Region V Director** |
| Signature & Title: [signature] — Date (mm/dd/yyyy): 9-14-20 | Signature & Title: [signature] — Date (mm/dd/yyyy): 9/14/2020 |

form HUD-1044 (8/90)
ref. Handbook 2210.17

**2020 CONTRIBUTIONS AGREEMENT**

**SCHEDULE OF ARTICLES**


1. SCOPE OF WORK (FIXED PRICE)
2. PERIODS OF PERFORMANCE
3. INSPECTION AND ACCEPTANCE
4. CONDUCT OF WORK
5. INSTRUMENT AMOUNT AND REQUESTS FOR PAYMENT
6. NARRATIVE REPORT
7. CRITERIA FOR PROCESSING
8. 2 C.F.R. PART 200
9. USE OF COOPERATIVE AGREEMENT FUNDS AND NO COMINGLING
10. MAINTENANCE OF EFFORT
11. HUD'S SUBSTANTIAL INVOLVEMENT
12. ASSURANCES
13. USE OF CONSULTANTS
14. PUBLICATIONS AND NEWS RELEASES
15. REPRODUCTION OF REPORTS
16. FLOW DOWN PROVISIONS
17. DISPUTES
18. MAINTENANCE OF RECORDS
19. CUSTOMER SERVICE STANDARDS
20. REPORTING REQUIREMENTS
21. TRAINING
22. INITIAL CONTACT DATE
23. CHANGES LIMITING EFFECTIVENESS OF RECIPIENT'S LAW
24. FHAP AND FIRST AMENDMENT
25. TESTING

26. RELEASE OF INFORMATION WHILE COMPLAINT IS OPEN

27. SEXUAL ORIENTATION, GENDER IDENTITY, MARITAL STATUS, AND SOURCE OF INCOME CAUSE DETERMINATIONS

Appendix A: Statement of Work

Attachment A: Criteria for Processing

Attachment B: Standards for Timeliness

Attachment C: Payment Amounts for FHAP Complaint Processing

Attachment D: LOCCS Security Procedures (FHAP)

## 1. SCOPE OF WORK (FIXED PRICE)

The Recipient (or Agency) shall furnish all the necessary personnel, materials, services, equipment, facilities (except at otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work (SOW) and all attachments for the firm fixed price set forth herein.

## 2. PERIODS OF PERFORMANCE

The Recipient shall provide all services hereunder during the periods of performance. For the FY2020 Cooperative Agreement, the periods of performance are as follows:

Complaint Processing: July 1, 2019 – June 30, 2020

Administrative Costs, Training: October 1, 2019 – September 30, 2020

## 3. INSPECTION AND ACCEPTANCE

The Government Technical Monitor (GTM), if so delegated, may accomplish inspection and acceptance of all but the final products. The Government Technical Representative (GTR) shall accomplish acceptance of all final products. The GTR is identified in Block 9 of the HUD-1044.

## 4. CONDUCT OF WORK

During the effective period of this instrument, the GTR or GTM shall be responsible for monitoring the technical effort of the Recipient, unless the Recipient is notified in writing by the Cooperative Agreement Officer (CAO) of a replacement. The CAO is identified in Block 8a of the HUD-1044.

Only the CAO has the power to authorize deviations from this instrument, including deviations from the Statement of Work. In the event the Recipient does deviate without written approval of the CAO, such deviation shall be at the risk of the Recipient, and any costs related thereto shall be borne by the Recipient.

## 5. INSTRUMENT AMOUNT AND REQUESTS FOR PAYMENT

Agencies that have received Capacity Building funds for one year may be eligible for Contributions funds. Contributions funds consist of three categories: Complaint Processing; Administrative Costs; and Training. For FY2020, HUD may also provide Special Enforcement Efforts (SEE) funds as well as Partnership funds.

- **Complaint Processing** – GTRs shall determine payment amounts based upon the FY2020 Payment Amounts for FHAP Complaint Processing, which are found at Attachment C.

- **Administrative Costs** – AC funds are tied to the quantity of a Contributions agency's caseload. As introduced in FY2018, HUD will continue to provide an increased amount of AC funds to FHAP agencies operating in high-cost areas. The enhancement will be provided by applying a locality adjustment developed by HUD's Office of Policy Development and Research to the FHAP agency's base award. The locality adjustment recognizes and is intended to ameliorate the fact that some FHAP agencies operate in areas with higher labor costs and other economic and administrative cost factors. For FY2020, we will apply only those locality adjustments that result in an increase in AC funding. The FHAP Division will monitor the effects of this change and refinements may be made in subsequent years.

  For FY2020, FHAP agencies that acceptably process 100 or more complaints during the Complaint Processing Period will receive 20% of the agency's total FHAP obligation for FY2018, with a locality adjustment where appropriate. For purposes of this calculation, "total FHAP obligation" will not include any Partnership funds or SEE funds the agency may have received in FY2018.

- **Special Enforcement Effort (SEE) Funds** – For FY2020, the Department has $145,146 available for Special Enforcement Efforts funding in two categories, as set forth below. **Note** that the categories are separate and distinct, with different application procedures. The total combined amount the Department will provide in SEE funds is $145,146; the funds are available strictly on a first come, first served basis until exhausted. FHAP agencies seeking SEE funds under either category must meet the regulatory requirements of 24 C.F.R. § 115.305.

  a. Enforcement Fund: In order to provide meaningful support for post-cause enforcement — and thereby increase the number of post-cause enforcement actions taken by FHAP agencies — the FHAP Division is continuing the Enforcement Fund first established in FY2016. Decisions on requests for funds from FHAP agencies will be made in headquarters on a case-by-case basis, with the actual fund commitment taking place in the field as with all other FHAP funds. Funding for this initiative will come from the existing authority for Special Enforcement Efforts at 24 C.F.R. § 115.305. Detailed guidance on the distribution and use of SEE funds for this category will be provided separately.

  b. Extraordinary Costs Assistance: Distinct from the Enforcement Fund, FHAP agencies will be allowed to submit requests for SEE funds for costs related to investigations and enforcement that are outside the "ordinary" costs of investigation and enforcement. These costs may arise in either the investigation or enforcement phase of complaint processing. Examples include, but are not limited to, costs related to interpreters, testing, and expert witnesses (*e.g.*, design and construction experts, expert testimony related to damages, *etc.*).

  Unlike the application process for the Enforcement Fund, a FHAP agency will request these funds in writing directly from their respective GTR/Region Director. Once the

GTR/Region Director has determined that costs are documented and a request is eligible, the Region Director will request a funds assignment from the FHAP Director.

**Partnership Funds** – For FY2020, the Department has $200,000 available for Partnership funds. The purpose of Partnership funds is for a FHAP agency to utilize the services of individuals and/or public, private, for-profit, or not-for-profit organizations that have expertise needed to effectively carry out the provisions of the agency's fair housing law. Given the relatively low amount of Partnership funds available for FY2020, the FHAP Division intends to invite interested FHAP agencies to submit proposals for their use. These funds are available strictly on a first come, first served basis until exhausted.

The maximum amount for performance under the Articles of this Cooperative Agreement, Appendix, and Attachments, is the total amounts of all categories of Contributions funds (i.e., Complaint Processing, Administrative Costs, and Training as well as SEE and Partnership funds if such funds are made available). Draw-downs are permitted at the discretion of the GTR. Complete draw-downs of the total amount obligated for Complaint Processing funds shall be permitted at any point after June 30, 2020, and before September 30, 2020. Payment is subject to withholding if the CAO determines that the Recipient is not complying with all terms of the Cooperative Agreement, the Appendix, and all Attachments hereto.

## 6. NARRATIVE REPORT

A Narrative Report describing activities undertaken during the periods of performance pursuant to which payment is being requested is required. The Narrative Report shall include a listing of complaints acceptably processed, including the name of complainant, respondent, and date closed, type of closure, date referred to legal for enforcement action, and descriptions of all activities undertaken to justify all administrative closures. This list must demonstrate that the agency receives and processes a reasonable number of complaints cognizable under the Fair Housing Act, as required in 24 C.F.R. § 115.206(e)(7). The Narrative Report shall also include a description of outreach activities undertaken in support of fair housing case processing to educate the public on fair housing rights and responsibilities. The GTR/GTM should verify that the Recipient is undertaking the education and outreach activities identified. If the Recipient meets the requirements outlined in the *FY2020 FHAP Funding Guidance*, remaining funds may be used to undertake the fair housing education and outreach activities.

## 7. CRITERIA FOR PROCESSING

The Criteria for Processing are the standards by which HUD determines whether a complaint, cognizable under the Fair Housing Act and processed by the Recipient, warrants reimbursement with FHAP funds. The Criteria for Processing are incorporated as Attachment A.

## 8. 2 C.F.R. PART 200

The Administrative Requirements for Grants and Cooperative Agreements (2 C.F.R. part 200) are hereby incorporated by reference. The Agency must be familiar with these requirements and verify to the GTR/GTM that the Recipient has a copy on file. A copy of Part 200 may be obtained from your GTR/GTM.

## 9. USE OF COOPERATIVE AGREEMENT FUNDS AND NO COMINGLING

The Recipient is entitled to receive the fixed amount identified in Block 14 of the HUD-1044 for satisfactory completion of the work to be performed, regardless of costs incurred. FHAP funds must be used for the purpose that HUD provided the funds including the processing of complaints cognizable under the Fair Housing Act, training under the Fair Housing Act and the state or local fair housing law, administrative costs associated with fair housing complaint processing, creation and maintenance of data and information systems, and the development and maintenance of fair housing education and outreach projects. The Recipient must segregate FHAP funds from the Recipient's and the state or local government's other funds.

## 10. MAINTENANCE OF EFFORT

The Recipient must spend at least 20 percent of its total annual budget on fair housing activities if it enforces antidiscrimination law(s) other than a fair housing law. The term "total annual budget" means the entire budget assigned by the jurisdiction to the agency for enforcing and administering antidiscrimination laws, but does not include FHAP funds.

Maintenance of effort also means that the Recipient shall not unilaterally reduce the level of financial resources currently committed to fair housing. Budget and staff reductions occasioned by legislative action outside the control of the Recipient will not, alone, result in a determination of ineligibility. However, HUD will take such actions into consideration in assessing the ongoing viability of a Recipient's fair housing program.

## 11. HUD'S SUBSTANTIAL INVOLVEMENT

A. HUD intends to have substantial involvement in the review and approval of all aspects of the work to be carried out as a result of an award under this Agreement.

B. Anticipated substantial involvement may include, but is not necessarily limited to, the following:

   1. Review and guidance during and upon completion of cases cognizable under the Fair Housing Act;

   2. Requests for additional information on cases to provide clarification or for completeness of a case investigation or file;

3. Development and presentation of national and regional office fair housing investigation and conciliation training;

4. Participation in the development and presentation of in-house investigation and conciliation training;

5. Participation and approval of education and outreach programs or materials;

6. Provision of appropriate directives and guidance for case processing;

7. Assistance in the investigation, conciliation, and/or enforcement of fair housing cases cognizable under the Fair Housing Act;

8. Requests for updates on the final status of cause determinations; and

9. Review and analysis of agency's fair housing law for determinations of continued substantial equivalence to the Fair Housing Act.

## 12. ASSURANCES

As a condition for the receipt of FHAP funds, the Recipient assures HUD that it will:

A. Provide a drug-free workplace;

B. Comply with the provision of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limits the political activities of employees whose principle employment activities are funded in whole or part with Federal funds;

C. Establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;

D. Comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F);

E. Comply with all federal nondiscrimination laws including, but not necessarily limited to: (a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin by recipients of federal financial assistance (b) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex by recipients of federal financial assistance ; (c) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability by recipients of federal financial assistance, and (d) the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age by recipients of federal financial assistance;

F. Comply with all applicable requirements of federal laws, executive orders, regulations, and policies governing this program; and\

G. Comply with the requirements of the Resource Conservation and Recovery Act which mandates that state agencies using federal funds for procurement programs give preference to products containing recycled materials when purchasing specific products identified in guidelines developed by the Environmental Protection Agency (40 C.F.R. §§ 247 – 253).

## 13. USE OF CONSULTANTS

Salary payments to consultants under this instrument shall not exceed the equivalent of the maximum daily rate paid to level IV of the Executive Schedule, as evidenced by current pay vouchers.

## 14. PUBLICATIONS AND NEWS RELEASES

A. Definition. For the purpose of this clause, "publication" includes:

(1) Any document containing information for public consumption;

(2) The act of, or any act that may result in, disclosing information to the public; or

(3) Any products resulting from the education and outreach efforts of the Recipient that are planned to be made available to the public through dedication, assignment by the Government, or other such means as HUD shall determine.

B. Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under the SOW of this instrument are considered Official Products of Work, owned by the U.S. Government and held for the benefit of the public.

C. Publication of Official Products of Work

Official Products of Work, quotations there from, paraphrasing, or disclosures of interim findings may not be published without the approval of the GTR for a period of sixty (60) days after acceptance of the product by the GTR. Thereafter, the Recipient shall be free to publish without HUD approval.

D. Acknowledgement and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this instrument, when published by Recipient or other participants in the work, shall contain the following acknowledgment and disclaimer:

"The work that provided the basis for this publication was supported by funding under a Cooperative Agreement with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

E. Notice of News Release and Public Announcements

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning this instrument that may be made by the Recipient or its staff, or any subcontractor or other person or organization participating in the work of this instrument shall be provided to the GTR at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any Official Product of Work without complying with paragraph D above, entitled Acknowledgement and Disclaimer.

The Recipient agrees that no news releases or public announcements involving FHAP funded activities will be released to the public without prior HUD approval. The Recipient further agrees that it will submit any and all press releases/news announcements, studies and/or other products developed with FHAP funds to the GTR for review and approval of at least two weeks prior to its release, unless HUD agrees to waive the two-week submission requirements. Publication flyers, and other routine documents previously approved by the GTR and/or the Department, may be published without further HUD approval.

## 15. REPRODUCTION OF REPORTS

In accordance with Government Printing and Binding Regulations, reproduction of reports, data or other written materials, if required herein, is authorized, provided that the materials produced do not exceed 5,000 production units of any page and the items consisting of multiple pages do not exceed 25,000 production units in aggregate.

## 16. FLOW DOWN PROVISIONS

The Recipient shall include provisions of this instrument in all contracts of employment with persons who perform any part of the work under this instrument, and with all subcontractors and other persons or organizations participating in any part of the work under this instrument. There shall be provisions for a further flow down of such requirements to each sub-tier of employees and subcontractors to the extent feasible. If the Recipient subcontracts to a public or private organization any activity for which it receives FHAP funds, it must ensure in writing that the organization is complying with all relevant civil rights laws including: (a) Title VI of the Civil Rights Act of 1964; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act of 1973; and (d) the Age Discrimination Act of 1975.

## 17. DISPUTES

During performance of the instrument, disagreements may arise between the Recipient and the GTR on various issues, such as the acceptability of complaints forwarded for reimbursement. If a dispute arises, the CAO shall be the final authority on the matter and shall prepare a final decision, taking into account all facts and documentation presented. The CAO's decision shall be mailed, emailed, faxed, or telephonically provided to the Recipient.

## 18. MAINTENANCE OF RECORDS

The GTR and CAO are to maintain all appropriate records relating to the implementation of this cooperative agreement for a period of 5 years for the GTR files and a period of 7 years for the CAO files. The files for the CAO are to be kept in a secure place and should be accessible to others only with the CAO's permission. After 7 and 5 years respectively, the records may be archived at the records center.

The Recipient agrees to maintain records demonstrating its financial administration of FHAP funds. The Recipient also agrees to maintain records of its performance under FHAP, including all past performance assessment reports, performance improvement plans, and other documents relative to the Recipient's performance.

The Recipient agrees to permit reasonable public access to its records as required at 24 C.F.R. § 115.308(c) (*i.e.*, records are made available at the agency's office during normal working hours for public review). The Recipient agrees to permit the Secretary of HUD, Inspector General of HUD, Comptroller General of the United States, and any of their authorized representatives, access to all the pertinent books, accounts, reports, files, and other payments for surveys, audits, examinations, excerpts and transcripts as they relate to the agency's participation in the FHAP. The Recipient agrees to keep files in such a fashion as to permit the audits under applicable Office of Management and Budget circulars, procurement regulations and guidelines, and the Single Audit requirements for state and local agencies.

## 19. CUSTOMER SERVICE STANDARDS

The Recipient agrees to ensure that any and all individuals associated with fair housing complaints, including aggrieved persons, complainants, respondents, and representatives, are treated with dignity and respect. The Recipient agrees to maintain regular contact with parties to a complaint, including not allowing more than 30 business days to pass without some form of contact with parties. The Recipient agrees that its staff will not communicate disinterest or distrust in the complaint process to any of the parties to the complaint. Complaints to HUD from individuals associated with FHAP fair housing complaints will be reviewed by the GTR. The GTR will work with the Recipient and the individual to resolve the matter. In addition, customer satisfaction issues identified that may impact the timely and effective processing of fair housing complaints will be considered when HUD conducts performance assessments of the Recipient in accordance with 24 C.F.R. § 115.206.

## 20. REPORTING REQUIREMENTS

The Recipient agrees to provide the GTR timely information on all fair housing complaints cognizable under the Fair Housing Act, from receipt to closure, regardless of whether payment has been received by the Recipient.

The Recipient agrees to fully utilize the HUD Enforcement Management Systems (HEMS) and input information in HEMS in a timely manner. Failure to meet this requirement shall result in HUD identifying such failure as a deficiency in the FHAP agency's performance assessment, thereby authorizing HUD to proceed with performance deficiency procedures enumerated in the FHAP regulation at 24 C.F.R. § 115.210.

## 21. TRAINING

The Recipient agrees to send staff to mandatory training sponsored by HUD, including, but not necessarily limited to, the National Fair Housing Training Academy and the National Fair Housing Policy Conference.

## 22. INITIAL CONTACT DATE

The Recipient must use the Initial Contact Date field in HEMS to record the actual date on which a complainant first contacts the Recipient or FHEO to inquire about filing a housing discrimination complaint, or to report an alleged discriminatory housing practice. The Recipient will be required to comply with the following procedures with respect to documenting a complainant's initial contact.

For cases initially filed with the Recipient, the Recipient must:

A) Maintain records of each complainant's initial contact with the Recipient, including records of all telephone, e-mail, letters, and in-person contacts;

B) Place the original record of a complainant's initial contact, or a copy of that record, in the case file under the complainant's evidence section of the file, consistent with the requirements of Chapter 10 of the Title VIII Manual; and

C) Ensure that the Initial Contact Date field in HEMS reflects the earliest date of contact referenced in the case file.

For cases initially filed with FHEO, the Recipient:

A) Must ensure that the Initial Contact Date filed in HEMS reflects the earliest date of contact referenced in the case file referred to the Recipient by FHEO;

B) Must not change the date that FHEO entered in the Initial Contact Date field in HEMS even if records contained in the case file received from FHEO reflect a later date of contact by the complainant. If FHEO has entered an initial date of contact in HEMS that is earlier than any contact date referenced in the case file, the Recipient must contact the FHEO regional office to obtain any records of contact that may have been omitted from the case file.

## 23. CHANGES LIMITING EFFECTIVENESS OF RECIPIENT'S LAW

Pursuant to 24 C.F.R. § 115.211(a), if a state or local fair housing law that a Recipient enforces is amended, or rules or procedures concerning the fair housing law are adopted, or judicial or other authoritative interpretations of the fair housing law are issued, the Recipient must notify HUD's Fair Housing Assistance Program Division within 60 days of its discovery. This requirement also applies to the amendment, adoption, or interpretation of any related law that bears on any aspect of the effectiveness of the FHAP agency's fair housing law. Send correspondence to:

Director, Fair Housing Assistance Program Division
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5206
Washington, DC 20410

## 24. FHAP AND THE FIRST AMENDMENT

None of the funding made available under the FHAP may be used to investigate or prosecute any activity engaged in by one or more persons that may be protected by the First Amendment of the United States Constitution.

## 25. TESTING

The following requirements apply to testing activities funded under the FHAP:

A) Testing must be done in accordance with a HUD-approved testing methodology;

B) Testers must not have prior felony convictions or convictions of any crimes involving fraud or perjury;

C) Testers must receive training or be experienced in testing procedures and techniques;

D) Testers and the organizations conducting tests, and the employees and agents of these organizations, may not: 1) have an economic interest in the outcome of the test, without prejudice to the right of any person or entity to recover damages for any cognizable injury; 2) be a relative or acquaintance of any party in a case; 3) have had any employment or other affiliation, within five years, with the person or organization; or 4) or be a competitor of the person or organization to be tested in the listing, rental, sale or financing of real estate.

## 26. RELEASE OF INFORMATION WHILE COMPLAINT IS OPEN

As a general rule, the Recipient will not release information collected during the course of the investigation while the complaint is open. There are three exceptions. First, the Recipient will provide information to HUD, consistent with Section 11 of this document. Second, a party to a complaint being investigated by the Recipient is entitled to receive a copy of any document it submitted during the investigation of the complaint. Third, during conciliation, a conciliator may opt to use the strategy of revealing portions of the evidentiary section of the investigative file to the parties. This type of disclosure may also occur during an investigation when a Recipient investigator questions a party or a witness about a document or a statement in a document.

## 27. SEXUAL ORIENTATION, GENDER IDENTITY, MARITAL STATUS, AND SOURCE OF INCOME CAUSE DETERMINATIONS

Recipient must submit to the Fair Housing Assistance Program (FHAP) Division copies of sexual orientation, gender identity, marital status, and source of income cause determinations. The General Section of HUD's Notice of Funding Availability (NOFA) deems ineligible applicants that have not satisfactorily resolved a cause determination from a FHAP agency for a systemic violation of a state or local prohibition of sexual orientation, gender identity, and source of income housing discrimination. Additionally, on February 3, 2012, HUD issued a final rule entitled Equal Access to Housing in HUD Programs Regardless of Sexual Orientation and Gender Identity, which mandates recipients of HUD funds, FHA-insured lenders, and FHA-mortgagors to provide access to HUD programs without regard to sexual orientation, gender identity, and marital status. Receipt of cause determinations from FHAP agencies on these issues will assist HUD in determining whether an applicant is ineligible for funding under the NOFA and/or has violated the Equal Access Rule. FHAP agencies should submit such determinations electronically to LGBTfairhousing@hud.gov, or send hardcopies to:

Director, Fair Housing Assistance Program Division
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5206
Washington, DC 20410

## APPENDIX A - CONTRIBUTIONS AGREEMENT STATEMENT OF WORK FY2020

1. The Recipient agrees to process housing discrimination complaints cognizable under the Fair Housing Act in accordance with the Agreement for the Interim Referral of Complaints and Other Utilization of Services (Interim Agreement) or Memorandum of Understanding (MOU) between the Recipient and HUD, the Schedule of Articles, the Criteria for Processing, and 24 C.F.R. Part 115.

2. The Recipient agrees to cooperate with HUD in the processing of housing discrimination complaints cognizable under the Fair Housing Act in accordance with the Interim Agreement, MOU, the Schedule of Articles, the Criteria for Processing, and 24 C.F.R. Part 115.

3. The Recipient agrees to augment its fair housing enforcement efforts by engaging in outreach and education, and engaging and participating in training and technical assistance pursuant to the Interim Agreement and MOU.

4. The Recipient agrees to follow HUD's guidance in processing complaints cognizable under the Fair Housing Act unless and until the Department rescinds such requirement in writing to the Recipient.

5. The Recipient agrees to identify to HUD all staff assigned to carry out fair housing activities by name, position, salary, relevant experience, and percentage of time spent carrying out fair housing responsibilities.

6. The Recipient may be required to participate in customer satisfaction evaluation activities under this agreement. The Recipient agrees to furnish to HUD all information collected from its customers in the form specified by HUD.

7. If the Recipient has aged cases, upon request from HUD, the Recipient must provide updates to HUD on its handling of aged cases and submit a plan to the GTR/GTM for closing such cases.

## ATTACHMENT A

## FY2020 Criteria for Processing

The Criteria for Processing (Criteria) are the standards by which HUD determines whether a complaint, cognizable under the federal Fair Housing Act and processed by a substantially equivalent state or local agency, meets the minimum requirements for quality and timeliness, and identify the documents that must be submitted to HUD in order to receive reimbursement. The Criteria are designed to assure the uniform, timely, and quality processing of housing discrimination complaints processed under substantially equivalent fair housing laws.

The Criteria are enumerated under major subheadings, most of which describe the type of closure, (*e.g.*, cause, no cause, conciliation). Subheadings I through III set out criteria that apply to most complaints. Subheadings IV through VII set forth additional criteria specific to particular types of complaint closure. For example, to meet the criteria for an administrative closure, criteria under subheadings I (Complaint Filing), II (Notification), III (Cause and No Cause Determinations), VII (Administrative Closures) may need to be met.

An agency must meet the Criteria for each complaint processed and provide all complaint-related documentation identified in the Criteria to HUD within 30 days of completion of complaint processing. Such documentation must be submitted to HUD via the HUD Enforcement Management System (HEMS). An agency's failure to input all required information in HEMS in a timely manner will negatively impact an agency's performance rating. HUD will address a failure to meet the Criteria through performance deficiency procedures including, but not limited to, technical assistance, performance improvement plans, and suspension from FHAP participation. *See* 24 C.F.R. § 115.307(a)(3) and 24 C.F.R. § 115.210.

HUD utilizes complaint closure review forms which combine the Criteria for Processing and the Standards for Timeliness into checklists for each type of complaint closure. These forms are available to FHAP agencies as an additional technical assistance tool to support high quality case processing.

## I. COMPLAINT FILING

A. Quality Requirements:

1. All complaints must be timely filed in accordance with the substantially equivalent state or local fair housing law.

2. All complaints must be in writing, signed by the complainant, and contain the following information:

   a. The name and address of complainant;

   b. The name and address of each respondent;

   c. If a specific property is involved, the property's address and physical description, such as apartment, condominium, house or vacant lot; and

   d. A concise statement of the facts, including pertinent dates, constituting the alleged discriminatory housing practice.

3. Where the agency determines that there is insufficient information in the complaint to commence an investigation, the agency must notify the complainant in writing by no later than the 5th day after receipt of the complaint and inform the complainant what information he or she must provide in order to commence an investigation and identify a reasonable timeframe for submitting such information. The agency must notify the complainant that unless he or she provides the required information within the specified timeframe, the agency may dismiss the complaint.

4. The FHAP agency must permit complaints to be filed with the assistance of an authorized representative or organization of the complainant.

5. The FHAP agency must permit complaints to be reasonably and fairly amended at any time. Such amendments may include, but are not limited to: a) amendments to cure technical defects or omissions; b) clarification, amplifications, or amendments of allegations in a complaint; or c) joinder of additional or substitute respondents. The FHAP agency should consider amended complaints as having been filed on the date the original complaint was filed.

6. If a FHAP agency requires complaints to be notarized, HUD will not reimburse the agency for a complaint not filed because the complainant did not get the complaint notarized. To preserve the rights of aggrieved persons, a FHAP agency must refer such complaints to HUD for investigation under the federal Fair Housing Act as soon as practicable and, where necessary, consent to their reactivation.

7. Pursuant to 24 CFR § 115.210, and the March 7, 2001 memorandum entitled "Limitations on Accepting as Dual-Filings FHAP Cases That Implicate First Amendment," HUD will not reimburse FHAP agencies for complaints that implicate the First Amendment of the U.S. Constitution. The FHAP agency must alert HUD to complaints that it receives that may implicate the First Amendment so that HUD may analyze the complaint and determine if reimbursement is appropriate.

8. Pursuant to a Memorandum of Understanding between HUD and the Internal Revenue Service, the FHAP agency must identify in HEMS whether the property named in a complaint receives Low Income Housing Tax Credits. This is required for every complaint.

9. The FHAP agency must refer complaints to HUD when the agency receives allegations involving a practice that is not prohibited by the substantially equivalent State or local law, but which is prohibited by the federal Fair Housing Act.

10. If a housing discrimination complaint is filed against a recipient of federal financial assistance and therefore implicates civil rights laws that FHEO enforces other than the federal Fair Housing Act (multi-jurisdictional), the FHAP agency shall notify FHEO so that FHEO may process that portion of the complaint. Other civil rights laws enforced by FHEO include:

    a. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000(d) (prohibiting discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance);

    b. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (prohibiting discrimination based on disability in programs or activities receiving federal financial assistance);

    c. Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309 (prohibiting discrimination on the basis of race, color, national origin, religion or sex in any program or activity funded in whole or in part by the community development block grant programs);

    d. Title II of the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (prohibiting discrimination based on disability in programs, services and activities made available by public entities);

    e. Architectural Barriers Act, 42 U.S.C. § 4151 *et seq.* (providing that buildings, including publicly owned residences, designed constructed, leased or altered with certain federal funds must be accessible to persons with disabilities); and

f. Age Discrimination Act of 1975, 42 U.S.C. § 6101 (prohibiting discrimination based on age in programs or activities receiving federal financial assistance).

B. Required Documents: A signed, dated copy of the complaint, any requests for amendment(s) to the complaint, and evidence of compliance with the timeframes and requirements identified above.

C. Complaint Filing with Multiple Complainants or Respondents: FHAP agencies will be reimbursed only for complaints that involve separate, distinct discriminatory actions that require a separate investigation. Where allegations may be made against two or more respondents, separate complaints should be filed against each respondent only when each respondent's conduct stands alone as a separate violation of the Act. Furthermore, if complainants are married and both are aggrieved persons, a single, joint complaint should be filed. If there are children under age 18 who reside in the household who may have been injured by the alleged discriminatory housing practice(s), they should be listed as "Other Aggrieved Persons" on that same complaint. FHAP agencies should not typically file separate complaints for spouses or children under 18 residing in the household.

## II. NOTIFICATION

A. Quality Requirements: The FHAP agency must notify HUD within 5 days of receiving complaints that are cognizable under the federal Fair Housing Act. In addition, the FHAP agency must serve notice of the complaint to each complainant and respondent in accordance with the timeframes identified in the substantially equivalent law and the following requirements.

1. The notification letter to the complainant must consist of an acknowledgement of receipt of the complaint for filing, the designation of a complaint number, information related to the agency's processing procedures including the name and telephone number of a FHAP agency contact, and the complainant's rights and obligations under the substantially equivalent law, including time limits and choice of forums.

2. The notification letter to each of the respondents must consist of a description of the alleged housing discrimination practice upon which the complaint is based, include a copy of the complaint, and identify the name and telephone number of a FHAP agency contact. The notice to each respondent must advise respondent of his or her procedural rights and obligations, including the right to file an answer within the timeframe identified in the substantially equivalent law.

3. A person who is not named as a respondent in a complaint, but who is identified as a respondent in the course of the investigation, may be joined as an additional or substitute respondent by service of a written notice. The notice must explain the basis for the agency's belief that the joined person is properly joined as a respondent and include information identified in paragraph 2 above.

B. Required Documents: For complaints that are filed directly with the FHAP agency, the agency must enter information in HEMS regarding the complaint within five days of receiving the complaint, sufficiently notifying HUD of the complaint. In addition, the agency must provide HUD with a copy of the notification letters sent to the parties and must update HEMS to indicate when the agency sent the notification letters.

## III. CRITERIA FOR CAUSE AND NO CAUSE DETERMINATION

Every cause or no cause determination must be based on an investigation that includes sufficient consideration of the complainant's and respondent's evidence, and a sufficient evaluation of any and all conflicting evidence. A cause or no cause determination must be based on a review of all relevant evidence the agency obtained during the investigation. The agency shall not act as an advocate for either the complainant or respondent and shall weigh the evidence objectively in light of the relevant substantially equivalent law. The basis for the cause or no cause determination must be well-documented.

A. Quality Requirements:

In addition to the criteria set forth in subheadings I and II above:

1. Before the end of the 30th day after the complaint is filed, the FHAP agency must initiate a comprehensive investigation of issues raised in the complaint. Respondent's defenses, relevant policies and practices, as well as all other relevant data, must be identified and analyzed and the complainant, respondent, and all relevant witnesses must be interviewed. Contradictions between complainant's allegations and respondent's response must be investigated and when applicable, comparative data must be obtained. Information must be independently corroborated. Simply obtaining respondents' statements rebutting complainant's allegations is insufficient to resolve disputed issues of fact.

2. HUD recommends that FHAP agencies develop investigative plans for every complaint processed that is cognizable under the Fair Housing Act. For guidance on developing an investigative plan, FHAP agencies should refer to Chapter 7 of HUD Handbook 8024.01 REV-2 (Title VIII Complaint Intake, Investigation, and Conciliation Handbook).

3. In planning the investigation, the investigator and his or her supervisor must determine, on a complaint-by-complaint basis, whether on-site inspections and/or interviews are required. For most complaints, on-site inspections and/or interviews are the most thorough way to conduct an investigation. Some cases, *e.g.*, where the complaint does not involve factual disputes or where evidence clearly demonstrates the allegations do not have merit, may not require an onsite visit.

4. During the period beginning with the filing of a complaint and ending with the FHAP agency's determination or charge of discrimination, the agency, to the extent feasible, must attempt to conciliate the complaint (*see* more detail on criteria for conciliation in Section IV of this document).

5. If the agency does not complete the investigative activities with respect to a complaint within 100 days from the date of receipt, it must notify the parties in writing of the reason(s) for the delay. Such notification letters must be sent within 110 days of the filing of the complaint.

6. At the end of each investigation, the agency shall prepare a Final Investigative Report (FIR). A FIR shall be dated and signed by at least one supervisor. The FIR shall contain:

    a. The names and dates of contacts with the parties and witnesses, except that the report will not disclose the names of witnesses who request anonymity;

    b. A summary of correspondence and other contacts with the complainant and the respondent;

    c. A summary description identifying other pertinent records examined;

    d. A summary of statements by witnesses, if applicable; and/or

    e. Interrogatories and answers provided, if applicable.

7. Each Determination shall be signed and dated by an authorized FHAP official.

8. The FHAP agency shall send the closure package to HUD within 30 days of closure. (See B below).

9. The FHAP agency will cooperate with HUD by providing information at regular intervals or upon request related to individual complaint investigations. Upon request, the FHAP agency shall provide status reports for each complaint that is over 100 days old.

B. Required Documents: The case file shall include all evidence indicating that a comprehensive investigation was commenced and completed in accordance with the above requirements including, but not limited to: a copy of a signed, dated complaint; a copy of a FHAP agency determination, dated and signed by an authorized FHAP official; proof that a FHAP agency sent its determination letter to all parties; an FIR that meets the above listed requirements; an investigative plan (when such plan exists); a copy of the 100-day letters and evidence that they were sent; and all other information pertinent to the investigation, including but not limited to interview notes, documentation of conciliation attempts and, when necessary, independent evidence corroborating respondent's defense(s).

## IV. CRITERIA FOR POST-CAUSE COMPLAINTS HEARD IN AN ADMINISTRATIVE HEARING, CIVIL ACTION, OR THROUGH JUDICIAL REVIEW

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

A. Quality Requirements: After a cause determination and a charge of discrimination, or its equivalent, has been issued, and assuming the conciliation was attempted and failed, the complaint must be referred to appropriate counsel to prosecute the charge on behalf of the complainant, at government expense, before an administrative hearing body or civil court.

B. Documents Required: HUD will accept such a complaint for reimbursement if the agency provides documentation of such a referral in, for example, correspondence, logs or pleadings. Additionally, the FHAP agency shall provide any final administrative hearing decision, consent decree, or settlement agreement entered to HUD within 30 days of such action. If the agency does not provide this information, HUD may request, and the agency will be required to return, up to 50% of the reimbursement previously paid to the agency for the complaint.

> Special Note: While the agency may obtain reimbursement on these complaints prior to final disposition by an administrative hearing body or a civil court, the agency must subsequently report to HUD the final status of such complaints. *See* 24 C.F.R. § 115.206(e)(8). FHAP agencies must input final status information directly in HEMS within 30 days of the administrative or judicial determination.

C. Post-Cause Administrative Hearings or Judicial Filings: An agency may receive additional funds for engaging in certain post-cause enforcement actions. If, pursuant to the substantially equivalent law, an agency either conducts an administrative hearing or files a civil action upon election to enforce a finding of reasonable cause, HUD may provide additional payment.

> Where the triggering event (*i.e.*, conduct of administrative hearing or filing of civil action) for the supplemental payment does not occur, an agreement reached after a cause finding will not qualify as an enforcement action for purposes of this supplemental payment. Such cases will be reimbursed as any other cause case unless the disposition is a conciliation agreement (*i.e.*, an agreement signed by the parties and the FHAP agency), in which case it will be reimbursed as any other case closed with a conciliation agreement. Where the triggering event has occurred, a FHAP agency will receive the supplemental payment even where the case is resolved by a subsequent agreement, *e.g.*, through a consent decree.
>
> Agencies will receive this increased supplemental payment when the agency has engaged in post-cause enforcement actions and has documented its actions in HEMS. This documentation must occur in order for the GTR/GTM to authorize payment.

## V. CRITERIA FOR CONCILIATION

During the period beginning with the filing of a complaint and ending with the agency's no cause determination or charge of discrimination, the agency, to the extent feasible, must attempt to conciliate the complaint. In conciliating a complaint, agencies must attempt to achieve a just resolution of the complaint and obtain assurances that the respondent will satisfactorily remedy any violations of the rights of the complainant and take actions to ensure the elimination of alleged discriminatory housing practices and the prevention of their occurrences in the future. These standards for conciliation remain in effect even if conciliation/settlement takes place after the agency's cause determination.

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

A. Quality Requirements/Required Documents: The FHAP agency must provide HUD with a signed and dated complaint, a chronology of actions taken up to the conciliation, copies of closure letters sent to the parties indicating that the complaint was closed due to a successful conciliation, together with a copy of the executed conciliation agreement.

The conciliation agreement must be in writing, dated and signed by complainant, respondent, and the authorized FHAP agency representative, and include:

1. HUD and FHAP complaint numbers

2. Names of the parties;

3. Address and description of the subject property;

4. An effective date and the term in which the agreement remains in effect;

5. Relief that remedies the discrimination alleged in the complaint or is otherwise agreed upon by the parties and appropriate based on evidence obtained in the investigation of the matter;

6. As appropriate, relief that adequately vindicates the public interest, and prohibits future discriminatory housing practices by respondent;

7. A statement that the agreement constitutes closure of the complaint at HUD and the FHAP agency;

8. A statement that the agreement shall be made public unless the complainant and respondent otherwise agree, and an authorized representative of the agency determines that disclosure is not required to further the purposes of the substantially equivalent law. Circumstances that may result in partial or complete nondisclosure of a conciliation agreement may include, but are not limited to:

    - Sexual harassment claims;

- A complainant's physical or mental condition, or medical diagnoses; or
- The fact that a complainant is a resident in a domestic violence shelter or other protected residence which complainant believes may, if disclosed, be a safety risk.

9. Provisions that allow the FHAP agency to effectively monitor compliance with the agreement.

10. A statement that violations of other civil rights laws have been alleged (if applicable).

NOTE: A conciliation agreement does not prohibit HUD from taking action against respondent under other civil rights laws. When a complaint is subject to concurrent processing by HUD under other civil rights laws, the FHAP agency may not execute an agreement that resolves matters in regard to these laws without HUD's consent.

## VI. CRITERIA FOR CLOSURES BY SETTLEMENT WITHOUT FHAP AGENCY INVOLVEMENT (A.K.A., WITHDRAWALS WITH RESOLUTION)

If complainant and respondent resolve the complaint without the FHAP agency's involvement, the complainant may withdraw the complaint by submitting a withdrawal request to the FHAP agency.

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

A. Quality Requirements. The withdrawal request must be written; it must be signed and dated by complainant or complainant's authorized representative; identify the respondent(s) to whom the withdrawal applies; contain the HUD and FHAP agency complaint numbers; state the reason(s) complainant seeks to withdraw the complaint; contain a statement that the withdrawal was not obtained by coercion or threat of retaliation from any person, including but not limited to the respondent; and identify the terms of the resolution.

B. Required Documents: The FHAP agency must provide FHEO with: a signed and dated complaint; a chronology of the FHAP agency actions prior to the withdrawal request; a copy of the signed and dated withdrawal request; documentation showing that the agency notified the complainant and respondent that the investigation would be terminated as a result of the withdrawal, and that the complainant could re-file the complaint if the terms of the resolution are not satisfied and the re-filing is received within the time limit for filing a complaint under the substantially equivalent law; and a copy of the closure letter.

NOTE: The FHAP agency must not encourage or facilitate resolution without its involvement in lieu of proceeding with conciliation. If HUD discovers that such occurred, it will be addressed through performance deficiency procedures.

## VII. CRITERIA FOR ADMINISTRATIVE CLOSURES

Performance Standard 2 in the FHAP regulations, at 24 C.F.R. § 115.206(e)(2), requires that administrative closures only be utilized in limited and appropriate circumstances. It is critical that FHAP agencies not close complaints administratively except under the specific circumstances set forth below.

A. Withdrawals without Resolution. If complainant decides to withdraw a complaint, even though the complaint has not been resolved, complainant must submit a withdrawal request.

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

1. Quality Requirements: The withdrawal request must: be written; signed and dated by complainant or complainant's authorized representative; identify the respondent(s) to whom the withdrawal applies; contain the HUD and FHAP agency complaint numbers; state the reason(s) complainant seeks to withdraw the complaint; contain a statement that complainant is aware that the withdrawal terminates the FHAP agency's investigation; contain a statement that the withdrawal was not obtained by coercion or threat of retaliation from any person, including but not limited to the respondent.

2. Required Documents: The FHAP agency must provide FHEO: a signed and dated complaint; a chronology of FHAP agency actions prior to receipt of the withdrawal request; a copy of the signed and dated withdrawal request that meets the Quality Requirements set out above; and a copy of the closure letter provided to all parties indicating closure due to withdrawal by complainant without resolution.

NOTE: If the withdrawal request indicates that there was coercion or threat of retaliation FHAP payment may be denied.

B. Inability to Locate Complainant. The FHAP agency may administratively close a complaint when additional information is needed from complainant and he or she cannot be located.

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

1. Quality Requirements: If correspondence sent by the agency is returned with an indication that the complainant moved and left no forwarding address, the agency must take the following progressive steps to locate the complainant before administratively closing the complaint:

   a. Place at least four telephone calls to complainant's residence, cell phone number, and place of employment, two during normal business hours to work number and two during non-business hours to a residential/cell

number. If an email address is available, the agency must attempt to email the complainant at least two times.

b. Attempt to contact persons identified by complainant at intake to inquire as to complainant's whereabouts.

c. Check other sources in an effort to obtain complainant's current contact information (*e.g.*, telephone directory, Internet searches, postal service, 411 information, utility company, or witnesses previously identified by complainant).

d. Send a letter to the complainant's last known address by certified mail, advising complainant of the agency's intent to close the case unless complainant contacts the agency within ten days. If the tenth day elapses without a response, the case may be closed administratively by means of a written notice sent to all parties, including complainant at complainant's last known address.

NOTE: If the FIR shows that the complaint was closed due to the inability to contact complainant without following the steps outlined above, the FHAP agency will not be reimbursed for processing the complaint.

2. Required Documents: The FHAP agency must provide the following documentation to FHEO: a signed and dated complaint; evidence that the above progressive steps were taken to locate complainant; evidence that the certified letter was returned unclaimed, and a copy of the closure letter sent to the parties indicating closure due to inability to locate complainant.

C. Inability to Locate Respondent

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

1. Quality Requirements: A FHAP agency must make every effort to identify the correct name and address of each respondent in a complaint. However, there may be circumstances where a respondent cannot be identified or located. If the complaint identifies multiple respondents and only one cannot be adequately identified, the agency must not close the complaint administratively. Rather, the investigation must proceed and further efforts must be made during the investigation to identify the respondent whose correct name or address remains unknown. The complaint may be amended to remove those respondents who could not be located.

If a sole respondent or all respondents cannot be identified or located, the complaint may be closed administratively if the agency first takes the following steps:

a. The FHAP agency must attempt to obtain additional information from available sources that could result in identifying or locating the respondent, including Internet searches, cell phone numbers, cross reference directories, or property tax records that may identify the owner or prior residents of the property in question and provide enough information to identify or locate the respondent, serve the complainant, and begin the formal investigation.

b. If a source appears to know the identity or location of a respondent that the FHAP agency seeks, but that source refuses to provide the information voluntarily, the FHAP agency must subpoena the information.

c. As appropriate, the FHAP agency should attempt an on-site visit, which may help locate and identify the respondent.

d. If the above efforts to locate or identify the respondent are unsuccessful, a letter must be sent to the complainant giving him or her 10 days to provide information needed to locate or identify respondents.

NOTE: In the absence of sufficient information, the case may be closed administratively, and written notice by regular and certified mail should be sent to the parties.

Required Documents: The FHAP agency must provide the following documentation to FHEO: a signed and dated complaint; evidence that the above progressive steps were taken to locate the respondent, including the signed letters identified in 1(d) above giving notice to complainant or complainant's representative, evidence that certified letters were returned unclaimed, and closure letters to complainant or complainant's representative indicating inability to locate respondent(s).

D. Failure of Complainant to Cooperate with the Investigation. A complaint may be administratively closed when complainant fails to respond to reasonable requests for information that is needed in order for the FHAP agency to make a determination.

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

Quality Requirements:

a. The FHAP agency must inform the complainants and their representatives of their duty to cooperate with the investigation and the risk of the agency administratively closing the complaint if they fail to cooperate.

b. The FHAP agency must make repeated attempts to contact complainants and their representatives by telephone and mail requesting the needed information. If these efforts are fruitless, the FHAP agency must send a letter to the complainant by certified mail return receipt giving complainant at least ten days from receipt of letter to provide the needed information to the agency.

c. If the complainant's cooperation cannot be obtained using the above procedures, and the letter is not returned by the post office (i.e., marked addressee unknown, moved, left no forwarding address, etc.), the complaint should then be closed for failure to cooperate.

d. If the complaint is closed for failure of complainant to cooperate with the investigation, a closure letter must be sent to the complainant.

1. Required Documents: The following documents must be provided to FHEO: a signed and dated complaint; evidence that the above progressive steps were taken to obtain complainant's cooperation, including the signed letter identified in 1(b) above giving notice to the complainant or the complainant's representative; and a copy of closure letter to the parties indicating closure because of failure of complainant to cooperate with the investigation.

E. Lack of Jurisdiction

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

1. Quality Requirements: In order to qualify for reimbursement, the lack of jurisdiction must not have been apparent on the face of the complaint at the time of filing, and must have become known only after further investigation. The following are examples of facts uncovered during an investigation that may justify reimbursement for an administrative closure for lack of jurisdiction: a) the complainant has not suffered the alleged harm needed to establish standing; b) the subject property qualifies for an exemption to coverage of both the Fair Housing Act and the substantially equivalent law. Note that if HUD, but not the agency, has jurisdiction over the complaint, the complaint must be referred to HUD for processing.

2. Required Documentation: The FHAP agency must provide the following documentation to FHEO: reason(s) for closing the complaint for lack of jurisdiction that demonstrates why HUD does not have jurisdiction, and that the lack of jurisdiction could not have been determined at intake; copies of closure letter sent to the parties that indicate reason for lack of jurisdiction closure, identify FHAP and HUD complaint numbers, and are signed by authorized FHAP agency official.

F. Trial has Begun A complaint must not be closed merely because an aggrieved party has filed a civil action with respect to the same alleged discriminatory housing practice(s).

In addition to the appropriate criteria set forth in subheadings I, II, and III above:

1. Quality Requirements: No additional criteria.

2. Required Documents: To receive reimbursement for an administrative closure due to the commencement of a judicial trial the FHAP agency must produce: a document from the clerk of the court in the jurisdiction that hears the complaint or other sufficient documentation demonstrating that a trial has begun.

**ATTACHMENT B**

# FY2020 Standards for Timeliness

## Closures of Investigated Complaints

100 days or less:

- Non-systemic complaints, not novel or complex, that are settled or conciliated. Includes withdrawals with resolution.
- Non-systemic complaints, not novel or complex, where a cause or no cause decision has been made.

300 days or less:

- Systemic complaints that are novel or complex, that are settled or conciliated. Includes withdrawals with resolution.

350 days or less

- Systemic complaints that are novel or complex, where a cause or no cause decision has been made.

## Administrative Closures

| | |
|---|---|
| Inability to locate: | 100 days or less |
| Lack of jurisdiction: | 30 days or less |
| Failure to cooperate: | 60 days or less |
| Withdrawal without resolution: | 75 days or less |
| Closed because trial commenced: | N/A |
| Complaints that are reactivated: | N/A |

## ATTACHMENT C

# FY2020 Payment Amounts for FHAP Complaint Processing

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|---|---|
| **Effective Conciliation***: | $3,200 |
| **Cause or no cause**: | $3,000 |
| **Post-cause enforcement action supplemental payments:** | |
| • **Administrative Hearing held:** | $5,000 |
| • **Civil Action filed:** | $8,000 |
| **Administrative Closures:** | $1,500 |
| **Withdrawals with Resolution:** | $1,500 |

***Effective Conciliation** – an "effective" conciliation is one that provides both substantive individual relief for the complainants(s) and meaningful public interest relief. Substantive individual relief includes both monetary relief and other affirmative relief required to make the complainant(s) whole (*e.g.*, approval or restoration of a housing opportunity, approval of a reasonable accommodation or reasonable modification request). The monetary relief afforded to the complainant should not be *de minimis*; it should compensate the complainant(s) for the harm alleged and be commensurate with relief obtained in other similar cases.

For purposes of determining whether a conciliation warrants the higher payment, public interest relief can take a variety of forms depending on the circumstances of a given complaint. Generally, it means the conciliation agreement contains certain requirements such as implementation of nondiscriminatory policies; changes to existing policies and practices; attendance at fair housing training; and/or other action that provides remediation or relief for individuals *other than a complainant(s)*. Public interest relief may also encompass prospective relief such as agreeing to ongoing testing to assure compliance; relief for additional victims not identified in complaints; agreeing to make changes in policies at all of a respondent's properties (not just the subject property); participation in education and outreach activities; and/or other affirmative relief that protects the public interest.

A pattern of requiring only fair housing training is not meaningful public interest relief. In deciding whether the higher payment is warranted, HUD monitors will consider in every case whether other reasonable, appropriate forms of public interest should have been considered. Additionally, public interest relief cannot be meaningful or effective unless reporting and recordkeeping provisions are included to ensure that all required actions are completed.
A conciliation that fails to provide substantive individual relief and public interest relief will be reimbursed at the Full Investigation amount of $3,000.00.

# Attachment D

## LOCCS Security Procedures (FHAP)

The Line of Credit Control System (LOCCS) is the primary grant disbursement system for HUD programs, including the Fair Housing Assistance Program (FHAP). Grant disbursements are facilitated via the internet through the eLOCCS system. As participants in the FHAP, substantially equivalent state or local agencies are permitted access to LOCCS and eLOCCS.

The Department's Rules of Behavior and security guidelines require that the Approving Official for LOCCS transactions be the CEO, Board Officer, or Agency Director of an organization. An "Approving Official" is a LOCCS administrator who manages "users" in LOCCS. The Approving Official cannot be an individual serving in an interim or acting position and must have decision-making authority for the organization. **The Approving Official is the only individual permitted to be the Secure Connection Coordinator, and those duties may not be delegated**.

To comply with IT Security guidelines, each individual with access to LOCCS must safeguard his/her User ID and Password. User IDs and Passwords must **NOT** be shared with others. Only **authorized** users should access LOCCS. Please note: there is a requirement for a separate LOCCS User ID and password from Secure Systems access for both users and approving officials.

In the event the authorized user leaves the organization, the HUD Government Technical Representative (GTR) assigned to the current grant must be notified and a form HUD-27054 must be submitted to the GTR to terminate the employee who has left the organization and to authorize a new user, to be identified by the FHAP agency.

HUD embraces a "Zero Tolerance Philosophy" for failure to secure important financial information. Failure to abide by conditions above or the general *Rules of Behavior* below applicable to all HUD computer systems will result in the following consequences: access for the individual will be terminated and **will not be reinstated**. The FHAP agency will be required to identify another individual to assume the role of the disqualified individual (*i.e.*, as the approving official or authorized user).

**Rules of Behavior for HUD Systems**

The U.S. Department of Housing and Urban Development has granted access to the FHAP agency to utilize the Department's automated information resources (*e.g.*, HEMS). As a condition of receiving this access the Agency is required to be aware of the Department's system security policies and to abide by these policies. Security policy emphasizes awareness practices for the purpose of safeguarding the Department's valuable information resources.

The system user identification (USERID) and password issued to users are the FHAP agency's means to access these resources. They are to be used solely in connection with the performance of the responsibilities as set forth in the job description, contract or agreement(s) with the Department. Use by anyone other than authorized users is expressly prohibited. You agree to be responsible for the confidentiality of the assigned information and accountable for all activity

with your user identification (USERID). Further, you agree that you will not provide this confidential USERID/password to another user nor will you sign on to HUD systems so that another person may access or operate the workstation in your absence or on your behalf. ***Actions of this type constitute a breach of system security and will result in immediate termination of your assigned USERID/password from the system.***

***In addition, authorized users agree to:***

(a) Log-off the system when leaving the system/workstation area;
(b) Refrain from leaving written passwords in the workstation area;
(c) Avoid creating a personal password that can be easily associated with you;
(d) Avoid posting printouts of sensitive output data on bulletin boards;
(e) Avoid leaving system output reports unattended or unsecured;
(f) Control input documents by returning them to files or forwarding them to the appropriate contact person in your office;
(g) Avoid violation of the Privacy Act which requires confidentiality of personal data contained in government and contractor data files;
(h) Immediately contact the HUD Inspector General's Office, as appropriate, regarding any suspected violation or breach of system security;
(i) Cooperate in providing personal background information to be used in conducting security background checks to the extent required by Federal regulations;
(j) Respond to any inquiries and requests for information you may receive from either the HUD Headquarters or management officials regarding system security practices.
(k) Protect all electronic/optical media and hardcopy documentation containing sensitive information and properly dispose of it by shredding hardcopy documentation, or by contacting the HITS Help Desk to dispose of electronic/optical media.
(l) Avoid saving sensitive HUD information on the local drive of a laptop, personally owned computer, or other mobile or portable technology ("flash drives", removable/external hard drives, etc.).
(m) If sensitive data must be stored on any type of HUD-approved mobile/portable technology (laptops, removable hard drives, "flash drives", etc.), ensure that it is protected via encryption.
(n) Individuals who telework or remotely access HUD information should do so only through approved remote access solutions (such as hudmobile.hud.gov), and should safeguard all sensitive information accessed in this manner

BACK

1st + 2nd Reading 17.
6537-20

BY..... NO.....

**A RESOLUTION**

DRAFT

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 2026, 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 2026; 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 2026; 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 8, 2020, 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 2026:

1. Salem Avenue Reconstruction, Phase 4 ($1,156,000.00)

2. Findlay Street Reconstruction ($725,000.00)

3. Monument Avenue Street Conversion ($180,000.00)

4. West Stewart Street Enhancement ($137,878.00)

**SECTION 2.** That the City is addressing the MVRPC Regional Complete Streets Policy by requesting exceptions for projects 1, 2, 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 2026:

**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.....2020

SIGNED BY THE MAYOR.....2020

_____
Mayor of the City of Dayton, Ohio

ATTEST:

_____
Clerk of the Commission

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM | DAYTON

September 25, 2019

**TO:** Shelley Dickstein
City Manager

**FROM:** Joseph Weinel, Chief Engineer
Division of Civil Engineering

**SUBJECT:** Resolution for SFY 2026 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 2025 Transportation Improvement Program. The Resolution must be approved by the City Commission and be included with the project applications, which are due on October 8. Please present this Resolution to the City Commission at its October 7 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 four projects in order of priority:

1. Salem Avenue Reconstruction, Phase 4
   Reconstruction of Salem Avenue from Cornell Drive to Elsmere Avenue

2. Findlay Street Reconstruction
   Reconstruction of Findlay Street from East First Street to East Monument Avenue

3. Monument Avenue Street Conversion
   Converting Monument Avenue from one way to two way with the removal of four traffic signals

4. West Stewart Street Enhancement
   Installation of bumpouts and pedestrian amenities on West Stewart Street from Edwin C. Moses Blvd to Hopeland 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.

JRW

Attachments

Cc: Mr. Parlette
Ms. Lofton
Mr. Stovall

BACK

DRAFT 1st and 2nd Reading 18.

6538-20

By..... No.....

**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 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) 2021 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-2021-Dayton Police Dept.-00062 for Seventy-Six Thousand Two Hundred 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 2021 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 Forty-Four Thousand Two Hundred Sixty-Five Dollars and Thirteen Cents ($44,265.13) 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 2021 grant allocation for CDFA No. 20.600 State and Community Highway Safety, known as STEP, in the amount of Thirty-Two Thousand Ten Dollars and Nine Cents ($32,010.09) 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....., 2020

SIGNED BY THE MAYOR....., 2020

_____

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

_____

Clerk of Commission

APPROVED AS TO FORM:

_____

City Attorney

MEMORANDUM | DAYTON

September 21, 2020

**TO:** Shelley Dickstein, City Manager

**FROM:** Chief Richard S. Biehl
Director of Police

**SUBJECT:** **2021 Traffic Safety Grants – IDEP, STEP, DDEP and OVI**

Attached are three emergency resolutions to accept four grants from the Ohio Department of Public Safety that total $311,577.42. The grants support High Visibility Enforcement (HVE) of traffic safety to create deterrence and change unlawful traffic behaviors. The grants will begin on October 1, 2020.

The Impaired Driving Enforcement Program (IDEP) grant, for $44,265.13, will be used between 6:00 PM - 6:00 AM to impact fatal/serious injury crashes. The Selective Traffic Enforcement Program (STEP) grant, for $32,010.19, will be used to conduct HVE through enforcing various laws including occupant restraint, speed, distracted driving, aggressive driving and failure to yield. The Drugged Driving Enforcement Program (DDEP) grant for $10,304.94, will be used between 10:00 AM - 6:00 PM to conduct high visibility drugged driving enforcement.

The Operating a Vehicle While Impaired Task Force (OVI) grant, for $224,997.26, is a collaboration with multiple jurisdictions with a minimum of 16 checkpoints for sobriety checkpoints, impaired driving saturation patrols, public awareness and education.

Please contact Lt. Col. Matt Carper at ext. 1082 or Sheelah Moyer at ext. 1045 about the attached resolutions.

Attachments

RB:sm

c: Lt. Col. Carper (w/o Attachment)
Major Saunders (w/o Attachment)
Ms. Moyer (w/o Attachment)

# IDEP/STEP Proposal 2021
# IDEP/STEP-2021-Dayton Police Dept.-00062
# Dayton Police Dept.

## GRANT INFORMATION

**Grant Number** IDEP/STEP-2021-Dayton Police Dept.-00062

**Grant Title** IDEP/STEP Proposal 2021

**Grant Term** 10/01/2020 - 09/30/2021

## 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. |

| COUNTY PROFILE | |
|---|---|
| ✔ | 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. |

**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 alochol-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.

# IDEP/STEP Proposal 2021
## IDEP/STEP-2021-Dayton Police Dept.-00062
## Dayton Police Dept.

**JURISDICTION POPULATION SIZE** Medium

| | Impaired Driving Enforcement (IDEP) | Selective Traffic Enforcement (STEP) |
|---|---|---|
| **OCTOBER** | | |
| Required Blitz - Homecoming (October 1 -31, 2020) | 20 | 20 |
| *Homecoming hours are for high school/college homecoming activities only.* | | |
| Required Blitz - Halloween (October 23 - 31, 2020) | 40 | |
| Non-Blitz Hours (October 1 - 31, 2020) | 0 | 20 |
| **October Total** | 60 | 40 |
| **NOVEMBER** | | |
| Required Blitz - Thanksgiving CIOT (November 16 - 29, 2020) | | 20 |
| Non-Blitz (November 1 - 30, 2020) | 60 | 0 |
| **November Total** | 60 | 20 |
| **DECEMBER** | | |
| Required Blitz - Winter Holiday DSOGPO (December 18 - 31, 2020) | 120 | |
| Non-Blitz (December 1 - 31, 2020) | 20 | 20 |
| **December Total** | 140 | 20 |
| **JANUARY** | | |
| Required Blitz - Winter Holiday DSOGPO (January 1, 2021) | 40 | |
| Non-Blitz Hours (January 1 - 31, 2021) | 20 | 20 |
| **January Total** | 60 | 20 |
| **FEBRUARY** | | |
| Required Blitz - Super Bowl (February 7 - 8, 2021) | 20 | |
| Non-Blitz Hours (February 1 - 28, 2021) | 0 | 20 |
| **February Total** | 20 | 20 |
| **MARCH** | | |
| Required Blitz - St. Patrick's Day (March 12 - 18, 2021) | 20 | |
| Non-Blitz Hours (March 1 - 31, 2021) | 20 | 20 |
| **March Total** | 40 | 20 |
| **APRIL** | | |
| Required Blitz - Distracted Driving (April 1-30, 2021) | | 20 |
| Required Blitz - Prom (April 1-30, 2021) | 20 | 20 |
| *Prom blitz hours are to be used for high school prom events only.* | | |
| Non-Blitz Hours (April 1 - 30, 2021) | 0 | 0 |

| | | |
|---|---|---|
| **April Total** | 20 | 40 |

| | | |
|---|---|---|
| **MAY** | | |
| Required Blitz - Prom (May 1 - 31, 2021) | 20 | 20 |
| *Prom blitz hours are to be used for high school prom events only.* | | |
| Required Blitz - May CIOT (May 24 - 31, 2021) | | 100 |
| Non-Blitz Hours (May 1 - 31, 2021) | 0 | 0 |
| **May Total** | 20 | 120 |

| | | |
|---|---|---|
| **JUNE** | | |
| Required Blitz - June CIOT (June 1 - 6, 2021) | | 20 |
| Non-Blitz Hours (June 1 - 30, 2021) | 20 | 20 |
| **June Total** | 20 | 40 |

| | | |
|---|---|---|
| **JULY** | | |
| Required Blitz - 4th of July (July 2 - 5, 2021) | 40 | |
| Non-Blitz Hours (July 1 - 31, 2021) | 0 | 20 |
| **July Total** | 40 | 20 |

| | | |
|---|---|---|
| **AUGUST** | | |
| Required Blitz - August DSOGPO (August 20 - 31, 2021) | 120 | |
| Non-Blitz Hours (August 1 - 31, 2021) | 0 | 40 |
| **August Total** | 120 | 40 |

| | | |
|---|---|---|
| **SEPTEMBER** | | |
| Required Blitz - Homecoming (September 1 - 30, 2021) | 20 | 40 |
| *Homecoming hours are for high school/college homecoming activities only.* | | |
| Required Blitz - September DSOGPO (September 1 - 6, 2021) | 40 | |
| Non-Blitz Hours (September 1 - 30, 2021) | 0 | 0 |
| **September Total** | 60 | 40 |

| | | |
|---|---|---|
| **Total FFY 2021 Hours** | 660 | 440 |
| | **DSOGPO Total** | **CIOT Total** |
| | 160 | 120 |
| Total Blitz Hours | 520.00 | 260.00 |
| Total Non-Blitz Hours | 140.00 | 180.00 |
| | | |

**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/STEP Proposal 2021
# IDEP/STEP-2021-Dayton Police Dept.-00062
# Dayton Police Dept.

**IDEP Labor**

| Number of hours | Hourly rate | Total Labor |
|---|---|---|
| 660 | $53.25* | $35,145.00 |

**STEP Labor**

| Number of hours | Hourly rate | Total Labor |
|---|---|---|
| 440 | $53.25 | $23,430.00* |

**IDEP Fringe**

| Retirement | Medicare | Total Fringe Rate | Total Fringe Benefit |
|---|---|---|---|
| 19.5000%* | 1.45% | 20.95% | $7,362.88 |

**STEP Fringe**

| Retirement | Medicare | Total Fringe Rate | Total Fringe Benefit |
|---|---|---|---|
| 19.5000%* | 1.45% | 20.95% | $4,908.59 |

**IDEP Transportation**

| Applicable? | Total |
|---|---|
| Yes | $1,757.25 |

**STEP Transportation**

| Applicable? | Total |
|---|---|
| Yes | $1,171.50 |

**STEP Education**

$2,500

# IDEP/STEP Proposal 2021
## IDEP/STEP-2021-Dayton Police Dept.-00062
## Dayton Police Dept.

| Budget Category | Amount |
|---|---|
| IDEP Direct Labor | $35,145.00 |
| STEP Direct Labor | $23,430.00 |
| IDEP Fringe Benefit | $7,362.88 |
| STEP Fringe Benefits | $4,908.59 |
| IDEP Transportation Costs | $1,757.25 |
| STEP Transportation Costs | $1,171.50 |
| STEP Education | $2,500.00 |
| **Totals:** | **$76,275.22** |

## 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);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

  **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 2l 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.) **The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)**

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.

5.) **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.

6.) **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.

7.) **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.

8.) **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.

9.) **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.

10.) **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.

11.) **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.

12.) **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.

13.) **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.

14.) **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.

15.) **Food**

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

16.) **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.

17.) **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.

18.) **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.

19.) **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, 2021. 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.

20.) **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 and 8 for a description of each. This information must be kept current.

21.) **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.**

22.) **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. Documentation verifying fringe percentages must be available to OTSO upon request.

23.) **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.

24.) **Sub-Contracts**
All sub-contracts and all purchases made under a sub-contract with any one vendor in excess of a combined total of $5,000 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.

All items, other than labor, fringe and mileage, that are purchased as a part of this sub-contract must be submitted to and approved by 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.

25.) **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.

26.) **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.

27.) **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.

28.) **Request for Bids**

OTSO will not reimburse for costs incurred by a sub-recipient for "requests for bids" for any services or purchases.

29.) **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.

30.) **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.

31.) **Request to Purchase (RTP)**

All RTPs must be submitted to OTSO by August 1, 2021.

32.) **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.

33.) **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).

34.) **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.

35.) **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.

For more information about Sub-Recipient on Notice, contact the OTSO.

36.) **Final Report and Final Expenditure Report**

A final comprehensive annual report **and** a properly documented final expenditure report are due to the OTSO October 15th.

**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 about of hours.**

37.) **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.

38.) **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.

https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-501

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.

39.) **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.

40.) **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 – 40, the following Special Conditions apply to Impaired Driving Enforcement Program (IDEP)/Selective Traffic Enforcement Program (STEP), Drugged Driving Enforcement Program (DDEP), OVI Task Forces (OVITF), Safe Communities (SC) and General (GG) grant awards:

**Impaired Driving Enforcement Program/Selective Traffic Enforcement Program**

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

42.) **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)

43.) **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.

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

Scheduled dates for the national enforcement campaigns are:

**Thanksgiving CIOT:** November 16 – 29, 2020

**Winter Holiday DSOGPO:** December 18, 2020 – January 1, 2021

**CIOT**: May 24 – June 6, 2021

**DSOGPO**: August 20 – September 6, 2021

45.) **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.

46.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

47.) **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.

48.) **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 32 for maximum amounts based on jurisdiction size.

**Drugged Driving Enforcement Program**

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

50.) **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)

51.) **Press Releases**
In addition to the grant award press release, DDEP sub-recipients must attempt to publicize its local efforts prior to the enforcement activity and again with the results of the enforcement effort.

52.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

**OVI Task Forces**

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

54.) **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.

55.) **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)

56.) **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 18, 2020 – January 1, 2021

**DSOGPO**: August 20 – September 6, 2021

57.) **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.

58.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

59.) **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.

60.) **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.

61.) **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.

62.) **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 information may be requested.

63.) **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**

64.) **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 during an OTSO grant monitoring visit. Notice of meetings must be sent to the assigned planner and LEL.

64.) **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 17, 2021 and no later than May 28, 2021. The DSOGPO event must be no earlier than August 13, 2021 and no later than August 27, 2021. 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.

65.) **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. Notice of meetings must be sent to the assigned planner and LEL.

66.) **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. This notification will be

structured similar to a template developed by OTSO. 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.

67.) **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**

68.) **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.

Ohio | Department of Public Safety

**Mike DeWine**, Governor
**Jon Husted**, Lt. Governor

**Thomas J. Stickrath**, Director

September 1, 2020

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: Sergeant Gordon Cairns

Re: FFY 2021 Grant #IDEP/STEP-2021-Dayton Police Dept.-00062

Dear City Manager Dickstein:

The Federal Fiscal Year (FFY) 2021 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, 2020.** The "Agreement Termination Date" is **September 30, 2021.** 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.

**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, 2020.**

| Program | Catalog of Federal Domestic Assistance (CFDA) | Description | Amount | FAIN Number |
|---|---|---|---|---|
| IDEP | 20.608 | Repeat Offenders for Driving While Intoxicated (DWI) | $44,265.13 | 69A37520300001640OHA |
| STEP | 20.600 | State and Community Highway Safety | $32,010.09 | 69A37520300004020OH0 |

**Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2021. 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,

Staff Lieutenant Herbert Homan
Ohio Traffic Safety Office

1970 West Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081

(614) 466-3383
www.publicsafety.ohio.gov

## 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 FFY2021 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 FFY2021 grant. All Federal and State regulations will apply.

# GRANT APPLICATION APPROVAL FORM

Date: 5/20/2020

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

Project Title: **2021 IDEP and STEP Grants**

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

*(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. These grants are annual submittals on behalf of the City with the City receiving $44,265.13 from IDEP and $32,010.09 from STEP for the 2021 grant. The grant will only reimburse the City for hourly rate, pension and Medicare benefits, so we will transfer the unreimbursed amount of $2,401.57 into the future grant fund.

The IDEP/STEP grant application is submitted electronically and the City Manager agrees for Police Department staff to submit this grant on her behalf.

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, 2020

When will grant award decision be made? (Estimate if necessary) August 2020

| LEVEL | AGENCY/FUNDING SOURCE | AMOUNT |
|---|---|---|
| Fed | | $ 0.00 |
| State | Ohio Department of Public Safety - $32,010.09 STEP; $44,265.13 IDEP | $ 76,275.22 |
| City of Dayton | Unreimbursed Fringes | $ 2,401.57 |
| Other | | $ 0.00 |
| TOTAL | | $ **78,676.79** |

**(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: _____

Date

## 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 _____

Date

Director of Finance ***(IF CASH MATCH IS REQUIRED)*** _____ May 22, 2020

Date

City Manager's Office _____ May 22, 2020

Shelley Dickstein (May 22, 2020 15:48 EDT)

Date

BI-E 171

# GRANT APPLICATION APPROVAL FORM

Date: 5/20/2020

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

Project Title: **2021 IDEP and STEP Grants**

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

*(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. These grants are annual submittals on behalf of the City with the City receiving $44,265.13 from IDEP and $32,010.09 from STEP for the 2021 grant. The grant will only reimburse the City for hourly rate, pension and Medicare benefits, so we will transfer the unreimbursed amount of $2,401.57 into the future grant fund.

The IDEP/STEP grant application is submitted electronically and the City Manager agrees for Police Department staff to submit this grant on her behalf.

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, 2020

When will grant award decision be made? (Estimate if necessary) August 2020

| LEVEL | AGENCY/FUNDING SOURCE | AMOUNT |
|---|---|---|
| Fed | | $ 0.00 |
| State | Ohio Department of Public Safety - $32,010.09 STEP; $44,265.13 IDEP | $ 76,275.22 |
| City of Dayton | Unreimbursed Fringes | $ 2,401.57 |
| Other | | $ 0.00 |
| TOTAL | | $ **78,676.79** |

**(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: Lt. Col. Matt Carper (Lt. Col. Matt Carper (May 22, 2020 10:00 EDT)) May 22, 2020

Date

## Review and Approval

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

Director, Department of Procurement, Management & Budget Diane T. Shannon (Diane T. Shannon (May 22, 2020 10:42 EDT)) May 22, 2020

Date

Director of Finance ***(IF CASH MATCH IS REQUIRED)***

Date

City Manager's Office

RI-E 171

Date

*John Musto for City Attorney*
John Musto for City Attorney (May 22, 2020 10:10 EDT)

May 22, 2020

# CERTIFICATE OF FUNDS

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

| | |
|---|---|
| Contract Start Date | 10/01/20 |
| Expiration Date | 09/30/21 |
| Original Commission Approval | $ 1,440.95 |
| Initial Encumbrance | $ 1,440.95 |
| 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: $1,440.95 | Amount: |
| Fund Code 10000 - 6210 - 1221 - 71 - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: City of Dayton

Vendor Address: 101 West Third Street Dayton Ohio 45402-1814
Street City State Zipcode + 4

Federal ID: 31-6000175

Commodity Code:

Purpose: Cover costs for 2021 IDEP Grant Application for Salary Driven Fringes not reimbursed by the State of Ohio.

Contact Person: Sheelah Moyer Police/Director's Office 5/19/2020
Department/Division Date

Originating Department Director's Signature: Lt. Col. Matt Carper May 22, 2020
Lt. Col. Matt Carper (May 22, 2020 12:23 EDT)

**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 May 22, 2020
Date

Tonika Williams
Tonika Williams (May 22, 2020 14:19 EDT)
CF Prepared by May 22, 2020 E20-10042
Date CF/CT Number

# CERTIFICATE OF FUNDS

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

| | |
|---|---|
| Contract Start Date | 10/01/20 |
| Expiration Date | 09/30/21 |
| Original Commission Approval | $ 960.63 |
| Initial Encumbrance | $ 960.63 |
| 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: $960.63 | Amount: |
| Fund Code 10000 - 6210 - 1221 - 71 - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: City of Dayton

Vendor Address: 101 West Third Street Dayton Ohio 45402-1814
(Street City State Zipcode + 4)

Federal ID: 31-6000175

Commodity Code:

Purpose: Cover costs for 2021 STEP Grant Application for Salary Driven Fringes not reimbursed by the State of Ohio.

Contact Person: Sheelah Moyer Police/Director's Office 5/19/2020
(Department/Division) (Date)

Originating Department Director's Signature: Lt. Col. Matt Carper May 22, 2020

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

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

Finance Director Signature — May 22, 2020 (Date)

Tonika Williams (May 22, 2020 14:19 EDT) — May 22, 2020 (Date) — E20-10043 (CF/CT Number)

CF Prepared by

# IDEP/STEP Proposal 2021
# IDEP/STEP-2021-Dayton Police Dept.-00062
# Dayton Police Dept.

## GRANT INFORMATION

**Grant Number** IDEP/STEP-2021-Dayton Police Dept.-00062

**Grant Title** IDEP/STEP Proposal 2021

**Grant Term** 10/01/2020 - 09/30/2021

## 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. |

| COUNTY PROFILE | |
|---|---|
| ✔ | 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. |

**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 alochol-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.

# IDEP/STEP Proposal 2021
## IDEP/STEP-2021-Dayton Police Dept.-00062
## Dayton Police Dept.

**JURISDICTION POPULATION SIZE** Medium

| | Impaired Driving Enforcement (IDEP) | Selective Traffic Enforcement (STEP) |
|---|---|---|
| **OCTOBER** | | |
| Required Blitz - Homecoming (October 1 -31, 2020) | 20 | 20 |
| *Homecoming hours are for high school/college homecoming activities only.* | | |
| Required Blitz - Halloween (October 23 - 31, 2020) | 40 | |
| Non-Blitz Hours (October 1 - 31, 2020) | 0 | 20 |
| **October Total** | 60 | 40 |
| **NOVEMBER** | | |
| Required Blitz - Thanksgiving CIOT (November 16 - 29, 2020) | | 20 |
| Non-Blitz (November 1 - 30, 2020) | 60 | 0 |
| **November Total** | 60 | 20 |
| **DECEMBER** | | |
| Required Blitz - Winter Holiday DSOGPO (December 18 - 31, 2020) | 120 | |
| Non-Blitz (December 1 - 31, 2020) | 20 | 20 |
| **December Total** | 140 | 20 |
| **JANUARY** | | |
| Required Blitz - Winter Holiday DSOGPO (January 1, 2021) | 40 | |
| Non-Blitz Hours (January 1 - 31, 2021) | 20 | 20 |
| **January Total** | 60 | 20 |
| **FEBRUARY** | | |
| Required Blitz - Super Bowl (February 7 - 8, 2021) | 20 | |
| Non-Blitz Hours (February 1 - 28, 2021) | 0 | 20 |
| **February Total** | 20 | 20 |
| **MARCH** | | |
| Required Blitz - St. Patrick's Day (March 12 - 18, 2021) | 20 | |
| Non-Blitz Hours (March 1 - 31, 2021) | 20 | 20 |
| **March Total** | 40 | 20 |
| **APRIL** | | |
| Required Blitz - Distracted Driving (April 1-30, 2021) | | 20 |
| Required Blitz - Prom (April 1-30, 2021) | 20 | 20 |
| *Prom blitz hours are to be used for high school prom events only.* | | |
| Non-Blitz Hours (April 1 - 30, 2021) | 0 | 0 |

| | | |
|---|---|---|
| **April Total** | 20 | 40 |

| | | |
|---|---|---|
| **MAY** | | |
| Required Blitz - Prom (May 1 - 31, 2021) | 20 | 20 |
| *Prom blitz hours are to be used for high school prom events only.* | | |
| Required Blitz - May CIOT (May 24 - 31, 2021) | | 100 |
| Non-Blitz Hours (May 1 - 31, 2021) | 0 | 0 |
| **May Total** | 20 | 120 |

| | | |
|---|---|---|
| **JUNE** | | |
| Required Blitz - June CIOT (June 1 - 6, 2021) | | 20 |
| Non-Blitz Hours (June 1 - 30, 2021) | 20 | 20 |
| **June Total** | 20 | 40 |

| | | |
|---|---|---|
| **JULY** | | |
| Required Blitz - 4th of July (July 2 - 5, 2021) | 40 | |
| Non-Blitz Hours (July 1 - 31, 2021) | 0 | 20 |
| **July Total** | 40 | 20 |

| | | |
|---|---|---|
| **AUGUST** | | |
| Required Blitz - August DSOGPO (August 20 - 31, 2021) | 120 | |
| Non-Blitz Hours (August 1 - 31, 2021) | 0 | 40 |
| **August Total** | 120 | 40 |

| | | |
|---|---|---|
| **SEPTEMBER** | | |
| Required Blitz - Homecoming (September 1 - 30, 2021) | 20 | 40 |
| *Homecoming hours are for high school/college homecoming activities only.* | | |
| Required Blitz - September DSOGPO (September 1 - 6, 2021) | 40 | |
| Non-Blitz Hours (September 1 - 30, 2021) | 0 | 0 |
| **September Total** | 60 | 40 |

| | | |
|---|---|---|
| **Total FFY 2021 Hours** | 660 | 440 |
| | **DSOGPO Total** | **CIOT Total** |
| | 160 | 120 |
| Total Blitz Hours | 520.00 | 260.00 |
| Total Non-Blitz Hours | 140.00 | 180.00 |
| | | |

**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/STEP Proposal 2021
# IDEP/STEP-2021-Dayton Police Dept.-00062
# Dayton Police Dept.

**IDEP Labor**

| Number of hours | Hourly rate | Total Labor |
|---|---|---|
| 660 | $53.25* | $35,145.00 |

**STEP Labor**

| Number of hours | Hourly rate | Total Labor |
|---|---|---|
| 440 | $53.25 | $23,430.00* |

**IDEP Fringe**

| Retirement | Medicare | Total Fringe Rate | Total Fringe Benefit |
|---|---|---|---|
| 19.5000%* | 1.45% | 20.95% | $7,362.88 |

**STEP Fringe**

| Retirement | Medicare | Total Fringe Rate | Total Fringe Benefit |
|---|---|---|---|
| 19.5000%* | 1.45% | 20.95% | $4,908.59 |

**IDEP Transportation**

| Applicable? | Total |
|---|---|
| Yes | $1,757.25 |

**STEP Transportation**

| Applicable? | Total |
|---|---|
| Yes | $1,171.50 |

**STEP Education**

$2,500

# IDEP/STEP Proposal 2021
## IDEP/STEP-2021-Dayton Police Dept.-00062
## Dayton Police Dept.

| Budget Category | Amount |
|---|---|
| IDEP Direct Labor | $35,145.00 |
| STEP Direct Labor | $23,430.00 |
| IDEP Fringe Benefit | $7,362.88 |
| STEP Fringe Benefits | $4,908.59 |
| IDEP Transportation Costs | $1,757.25 |
| STEP Transportation Costs | $1,171.50 |
| STEP Education | $2,500.00 |
| **Totals:** | **$76,275.22** |



BACK

DRAFT 1st & 2nd Reading 19.

6539-20

By..... No.....

**A RESOLUTION**

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Ten Thousand Three Hundred Four Dollars and Ninety-Four Cents ($10,304.94) on Behalf of the City of Dayton, and Declaring an Emergency.

**WHEREAS**, The Ohio Department of Public Safety, Office of Traffic Safety, administers the Drugged Driving Enforcement Program ("DDEP") grant in an effort to create high visibility enforcement to reduce drugged driving fatal crashes; and

**WHEREAS**, The City of Dayton (City) submitted a federal fiscal year (FFY) 2021 grant application entitled "Drugged Driving Enforcement Program 2021" for the Dayton Police Department to implement area patrols for increased enforcement efforts by ARIDE certified Police Officers to reduce drugged driving fatal crashes; 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 DDEP-2021-Dayton Police Dept.-00043 for Ten Thousand Three Hundred Four Dollars and Ninety-Four Cents ($10,304.94) 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 2021 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20.616 National Priority Safety Programs, known as the DDEP grant, in an amount not to exceed Ten Thousand Three Hundred Four Dollars and Ninety-Four Cents ($10,304.94) 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……..…, 2020

SIGNED BY THE MAYOR……..……, 2020

_____

Mayor of the City of Dayton, Ohio

Attest:

_____

Clerk of Commission

Approved as to Form:

_____

City Attorney

# Drugged Driving Enforcement Program 2021
# DDEP-2021-Dayton Police Dept.-00043
# Dayton Police Dept.

## GRANT INFORMATION

**Grant Number** DDEP-2021-Dayton Police Dept.-00043

**Grant Title** Drugged Driving Enforcement Program 2021

**Grant Term** 10/01/2020 - 09/30/2021

## 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. |

| COUNTY PROFILE | |
|---|---|
| ✔ | 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. |

# Drugged Driving Enforcement Program 2021
## DDEP-2021-Dayton Police Dept.-00043
## Dayton Police Dept.

**PROJECT OVERVIEW**

**GOAL TITLE**

Drugged Driving Goal

**GOAL DESCRIPTION**

Participate in drugged driving enforcement to help reduce the number of drugged driving fatal crashes in the state to no more than 174.

**BASELINE**

Last year, there were 179 drugged driving fatal crashes in the state.

**SCOPE**

Through problem identification of traffic crash data, conduct high visibility drugged driving enforcement in locations and at times that will have the greatest impact in reducing drugged driving fatal crashes. Raise public awareness through local media and personal contacts. Drugged Driving hours must be worked in a minimum of 2 hour shifts between 10:00 am and 6:00 pm by ARIDE trained officers.

**EVALUATION**

Conduct monthly reviews comparing stats from the previous year.

**WORK PLAN**

**JURISDICTION POPULATION SIZE:** Medium

| NON-BLITZ | DATE RANGE | NUMBER OF HOURS |
|---|---|---|
| Non-Blitz Hours | 10/01/2020 - 09/30/2021 | 160 |

**Total Number of Hours: 160**

[✔] By checking this box, our agency certifies that the overtime hours requested will be worked in a minimum of 2 hour shifts between 10:00 am and 6:00 pm by ARIDE trained officers.

# Drugged Driving Enforcement Program 2021
# DDEP-2021-Dayton Police Dept.-00043
# Dayton Police Dept.

**DIRECT LABOR**

| Total Hours | Average Hourly Rate | Total Direct Labor |
|---|---|---|
| 160 | $53.25 | $8,520.00 |

**FRINGE BENEFITS**

| Retirement | Medicare | Total Fringe % | Total Fringe Amount |
|---|---|---|---|
| 19.5000% | 1.45 % | 20.95% | $1,784.94 |

| GRANT TOTAL | $10,304.94 |
|---|---|

# Drugged Driving Enforcement Program 2021
## DDEP-2021-Dayton Police Dept.-00043
## Dayton Police Dept.

| Budget Category | Quantity | Amount |
|---|---|---|
| Labor | | $8,520.00 |
| Direct Labor Fringe | | $1,784.94 |
| | | |
| **Totals:** | **0** | **$10,304.94** |

## 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);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

  **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 2I 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.) **The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)**

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.

5.) **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.

6.) **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.

7.) **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.

8.) **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.

9.) **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.

10.) **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.

11.) **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.

12.) **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.

13.) **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.

14.) **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.

15.) **Food**

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

16.) **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.

17.) **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.

18.) **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.

19.) **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, 2021. 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.

20.) **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 and 8 for a description of each. This information must be kept current.

21.) **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.**

22.) **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. Documentation verifying fringe percentages must be available to OTSO upon request.

23.) **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.

24.) **Sub-Contracts**
All sub-contracts and all purchases made under a sub-contract with any one vendor in excess of a combined total of $5,000 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.

All items, other than labor, fringe and mileage, that are purchased as a part of this sub-contract must be submitted to and approved by 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.

25.) **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.

26.) **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.

27.) **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.

28.) **Request for Bids**

OTSO will not reimburse for costs incurred by a sub-recipient for "requests for bids" for any services or purchases.

29.) **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.

30.) **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.

31.) **Request to Purchase (RTP)**
All RTPs must be submitted to OTSO by August 1, 2021.

32.) **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.

33.) **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).

34.) **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.

35.) **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.

For more information about Sub-Recipient on Notice, contact the OTSO.

36.) **Final Report and Final Expenditure Report**

A final comprehensive annual report **and** a properly documented final expenditure report are due to the OTSO October 15th.

**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 about of hours.**

37.) **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.

38.) **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.

https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-501

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.

39.) **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.

40.) **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 – 40, the following Special Conditions apply to Impaired Driving Enforcement Program (IDEP)/Selective Traffic Enforcement Program (STEP), Drugged Driving Enforcement Program (DDEP), OVI Task Forces (OVITF), Safe Communities (SC) and General (GG) grant awards:

**Impaired Driving Enforcement Program/Selective Traffic Enforcement Program**

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

42.) **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)

43.) **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.

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

Scheduled dates for the national enforcement campaigns are:

**Thanksgiving CIOT:** November 16 – 29, 2020

**Winter Holiday DSOGPO:** December 18, 2020 – January 1, 2021

**CIOT**: May 24 – June 6, 2021

**DSOGPO**: August 20 – September 6, 2021

45.) **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.

46.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

47.) **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.

48.) **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 32 for maximum amounts based on jurisdiction size.

**Drugged Driving Enforcement Program**

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

50.) **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)

51.) **Press Releases**
In addition to the grant award press release, DDEP sub-recipients must attempt to publicize its local efforts prior to the enforcement activity and again with the results of the enforcement effort.

52.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

**OVI Task Forces**

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

54.) **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.

55.) **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)

56.) **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 18, 2020 – January 1, 2021

**DSOGPO**: August 20 – September 6, 2021

57.) **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.

58.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

59.) **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.

60.) **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.

61.) **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.

62.) **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 information may be requested.

63.) **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**

64.) **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 during an OTSO grant monitoring visit. Notice of meetings must be sent to the assigned planner and LEL.

64.) **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 17, 2021 and no later than May 28, 2021. The DSOGPO event must be no earlier than August 13, 2021 and no later than August 27, 2021. 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.

65.) **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. Notice of meetings must be sent to the assigned planner and LEL.

66.) **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. This notification will be

structured similar to a template developed by OTSO. 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.

67.) **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**

68.) **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.

Ohio | Department of Public Safety

**Mike DeWine**, Governor
**Jon Husted**, Lt. Governor

**Thomas J. Stickrath**, Director

September 1, 2020

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: Sergeant Gordon Cairns

Re: FFY 2021 Grant # DDEP-2021-Dayton Police Dept.-00043

Dear Ms. Dickstein:

The Federal Fiscal Year (FFY) 2021 grant proposal referenced above is approved for $10,304.94. 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, 2020.** The "Agreement Termination Date" is **September 30, 2021.** 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.

**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, 2020.**

| Catalog of Federal Domestic Assistance (CFDA) | Description | Amount | FAIN Number |
|---|---|---|---|
| 20.616 | National Priority Safety Programs | $10,304.94 | 69A3752030000405DOHL |

**Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2021. 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,

Staff Lieutenant Herbert Homan
Ohio Traffic Safety Office

1970 West Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081

(614) 466-3383
www.publicsafety.ohio.gov

## 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 FFY2021 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 FFY2021 grant. All Federal and State regulations will apply.

# GRANT APPLICATION APPROVAL FORM

Date: 5/20/2020

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

Project Title: **2021 Drugged Driving Enforcement Program**

CFDA Title and Number: **20.616 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 if from the federal government, even if the application is going to a state or local authority.)*

Brief Description of Project:

The State of Ohio is accepting applications for the Drugged Driving Enforcement Programs. The program will conduct high visibility drugged driving enforcement in locations that will have the greatest impact in reducing drugged driving fatal crashes. The program will also raise public awareness through local media and personal contacts. Drugged Driving hours will be worked in a minimum of 2 hour shifts between 10 AM and 6 PM and conducted by ARIDE trained officers. The City will receive $10,304.94 for the 2021 grant. The grant will only reimburse the City for hourly rate, pension, and Medicare benefits, so we will transfer the unreimbursed amount of $349.32 into the future grant fund.

The DDEP grant application is submitted electronically and the City Manager agrees for Police Department staff to submit this grant on her behalf.

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, 2020

When will grant award decision be made? (Estimate if necessary) August 2020

| LEVEL | AGENCY/FUNDING SOURCE | AMOUNT |
|---|---|---|
| Fed | | $ 0.00 |
| State | Ohio Department of Public Safety | $ 10,304.94 |
| City of Dayton | Unreimbursed Fringes | $ 349.32 |
| Other | | $ 0.00 |
| TOTAL | | $ **10,654.26** |

**(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: _____

Date

## 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 _____

Date

Director of Finance ***(IF CASH MATCH IS REQUIRED)*** _____ May 22, 2020

Date

City Manager's Office Shelley Dickstein Shelley Dickstein (May 22, 2020 15:45 EDT) May 22, 2020

Date

RI-E 171

# GRANT APPLICATION APPROVAL FORM

Date: 5/20/2020

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

Project Title: **2021 Drugged Driving Enforcement Program**

CFDA Title and Number: **20.616 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 if from the federal government, even if the application is going to a state or local authority.)*

Brief Description of Project:

The State of Ohio is accepting applications for the Drugged Driving Enforcement Programs. The program will conduct high visibility drugged driving enforcement in locations that will have the greatest impact in reducing drugged driving fatal crashes. The program will also raise public awareness through local media and personal contacts. Drugged Driving hours will be worked in a minimum of 2 hour shifts between 10 AM and 6 PM and conducted by ARIDE trained officers. The City will receive $10,304.94 for the 2021 grant. The grant will only reimburse the City for hourly rate, pension, and Medicare benefits, so we will transfer the unreimbursed amount of $349.32 into the future grant fund.

The DDEP grant application is submitted electronically and the City Manager agrees for Police Department staff to submit this grant on her behalf.

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, 2020

When will grant award decision be made? (Estimate if necessary) August 2020

| LEVEL | AGENCY/FUNDING SOURCE | AMOUNT |
|---|---|---|
| Fed | | $ 0.00 |
| State | Ohio Department of Public Safety | $ 10,304.94 |
| City of Dayton | Unreimbursed Fringes | $ 349.32 |
| Other | | $ 0.00 |
| TOTAL | | $ **10,654.26** |

**(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: Lt. Col. Matt Carper
Lt. Col. Matt Carper (May 22, 2020 10:00 EDT) May 22, 2020
Date

## Review and Approval

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

Director, Department of Procurement, Management & Budget Diane T. Shannon
Diane T. Shannon (May 22, 2020 10:42 EDT) May 22, 2020
Date

Director of Finance ***(IF CASH MATCH IS REQUIRED)*** _____
Date

City Manager's Office

RI-E 171 _____ Date

*John Musto for City Attorney*
John Musto for City Attorney (May 22, 2020 10:10 EDT)

May 22, 2020

# CERTIFICATE OF FUNDS

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

| | |
|---|---|
| Contract Start Date | 10/01/20 |
| Expiration Date | 09/30/21 |
| Original Commission Approval | $ 349.32 |
| Initial Encumbrance | $ 349.32 |
| 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: $349.32 | Amount: |
| Fund Code 10000 - 6210 - 1221 - 71 - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: City of Dayton

Vendor Address: 101 West Third Street Dayton Ohio 45402-1814
(Street City State Zipcode + 4)

Federal ID: 31-6000175

Commodity Code:

Purpose: Cover costs for 2021 DDEP Grant Application for Salary Driven Fringes not reimbursed by the State of Ohio.

Contact Person: Sheelah Moyer | Police/Director's Office (Department/Division) | 5/18/2020 (Date)

Originating Department Director's Signature: Lt. Col. Matt Carper (Lt. Col. Matt Carper (May 22, 2020 13:21 EDT)) May 22, 2020

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

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

Finance Director Signature — May 22, 2020 (Date)

Tonika Williams (Tonika Williams (May 22, 2020 14:19 EDT)) — May 22, 2020 (Date) — E20-10040 (CF/CT Number)

CF Prepared by

# Drugged Driving Enforcement Program 2021
# DDEP-2021-Dayton Police Dept.-00043
# Dayton Police Dept.

## GRANT INFORMATION

**Grant Number** DDEP-2021-Dayton Police Dept.-00043

**Grant Title** Drugged Driving Enforcement Program 2021

**Grant Term** 10/01/2020 - 09/30/2021

## 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. |

| COUNTY PROFILE | |
|---|---|
| ✔ | 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. |

# Drugged Driving Enforcement Program 2021
## DDEP-2021-Dayton Police Dept.-00043
## Dayton Police Dept.

**PROJECT OVERVIEW**

**GOAL TITLE**

Drugged Driving Goal

**GOAL DESCRIPTION**

Participate in drugged driving enforcement to help reduce the number of drugged driving fatal crashes in the state to no more than 174.

**BASELINE**

Last year, there were 179 drugged driving fatal crashes in the state.

**SCOPE**

Through problem identification of traffic crash data, conduct high visibility drugged driving enforcement in locations and at times that will have the greatest impact in reducing drugged driving fatal crashes. Raise public awareness through local media and personal contacts. Drugged Driving hours must be worked in a minimum of 2 hour shifts between 10:00 am and 6:00 pm by ARIDE trained officers.

**EVALUATION**

Conduct monthly reviews comparing stats from the previous year.

**WORK PLAN**

**JURISDICTION POPULATION SIZE:** Medium

| NON-BLITZ | DATE RANGE | NUMBER OF HOURS |
|---|---|---|
| Non-Blitz Hours | 10/01/2020 - 09/30/2021 | 160 |

**Total Number of Hours: 160**

[✔] By checking this box, our agency certifies that the overtime hours requested will be worked in a minimum of 2 hour shifts between 10:00 am and 6:00 pm by ARIDE trained officers.

# Drugged Driving Enforcement Program 2021
## DDEP-2021-Dayton Police Dept.-00043
## Dayton Police Dept.

**DIRECT LABOR**

| Total Hours | Average Hourly Rate | Total Direct Labor |
|---|---|---|
| 160 | $53.25 | $8,520.00 |

**FRINGE BENEFITS**

| Retirement | Medicare | Total Fringe % | Total Fringe Amount |
|---|---|---|---|
| 19.5000% | 1.45 % | 20.95% | $1,784.94 |

| GRANT TOTAL | $10,304.94 |
|---|---|

## Drugged Driving Enforcement Program 2021
## DDEP-2021-Dayton Police Dept.-00043
## Dayton Police Dept.

| Budget Category | Quantity | Amount |
|---|---|---|
| Labor | | $8,520.00 |
| Direct Labor Fringe | | $1,784.94 |
| | | |
| **Totals:** | **0** | **$10,304.94** |

Ohio | Department of Public Safety

**Mike DeWine**, Governor
**Jon Husted**, Lt. Governor

**Thomas J. Stickrath**, Director

# FFY2021 Ohio Traffic Safety Office Grant Funding Eligibility Notification

Sgt. Jon Ross
Dayton Police Department
335 West Third Street
Dayton, OH 45402

Your agency is eligible to apply for a FFY2021 Selective Traffic Enforcement Program (STEP)/ Impaired Driving Enforcement Program (IDEP) grant and a FFY2021 Drugged Driving Enforcement Program (DDEP) Grant

**Program Description**

Grants are awarded to law enforcement agencies whose jurisdiction experienced an average of 2.0 or more fatal crashes over the three-year period of 2017, 2018 and 2019. High Visibility Enforcement (HVE) is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. HVE combines highly visible and proactive law enforcement targeting a specific traffic safety issues. Law enforcement efforts are combined with visibility elements and a publicity strategy to educate the public and promote compliance with the law.

**STEP** hours must be used to conduct HVE activities in areas to impact fatal crashes (e.g. occupant restraint, speed, distracted driving, aggressive driving, motorcycle, failure to yield, etc.)

**IDEP** hours must be used between 6:00 pm and 6:00 am to conduct HVE activities to impact impaired driving fatal/serious injury fatal crashes.

**DDEP** hours must be worked in a minimum of two hour shifts between 10:00 am and 6:00 pm by Advanced Roadside Impaired Driving Enforcement (ARIDE) trained officers.

| STEP Mandatory Blitzes/National Campaign | IDEP Mandatory Blitzes/National Campaign | |
|---|---|---|
| Thanksgiving | Halloween | Prom |
| Distracted Driving Month | Thanksgiving | 4th of July |
| Prom | Winter Holiday DSOGPO | Drive Sober or Get Pulled Over |
| Click It or Ticket | Super Bowl | Homecoming |
| Homecoming | St. Patrick's Day | |

**Maximum Number of Reimbursable Hours**

| IDEP/STEP Grant | | | |
|---|---|---|---|
| **Jurisdiction Size** | **Population Size** | **Maximum STEP Grant Hours** | **Maximum IDEP Grant Hours** |
| Medium | 141,761 | 440 | 660 |

| DDEP Grant |
|---|
| **Maximum DDEP Grant Hours** |
| 160 |

**For full requirements of each grant see the Traffic Safety Proposal Package online at** http://otso.intelligrants.com

The Traffic Safety Proposal Package and GRANTS Plus FFY2021 grant proposals are tentatively scheduled to go live April 20, 2020 with an online submission deadline of May 25, 2020. The dates are subject to change based on the current environment. Questions can be directed to your OTSO Planner and/or your Law Enforcement Liaison (LEL).

1970 West Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081

(614) 466-3383
www.publicsafety.ohio.gov

BACK

DRAFT

1st & 2nd Reading 20.

6540-20

By..... No.....

**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-Seven Dollars and Twenty-Six Cents ($224,997.26) 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") 2021 grant application entitled "OVI Task Force" to implement area checkpoints and saturation patrols with approximately nineteen (19) 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-2021-Dayton Police Dept.-00012 for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Seven Dollars and Twenty-Six Cents ($224,997.26) 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 2021 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-Seven Dollars and Twenty-Six Cents ($224,997.26) 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……..…, 2020

SIGNED BY THE MAYOR……, 2020

_____

Mayor of the City of Dayton, Ohio

Attest:

_____

Clerk of Commission

Approved as to Form:

_____

City Attorney

# OVI Task Force Proposal 2021
# OVI-2021-Dayton Police Dept.-00012
# Version Date: 09/08/2020 07:40:43
# Dayton Police Dept.

## GRANT INFORMATION

**Grant Number** OVI-2021-Dayton Police Dept.-00012

**Grant Title** OVI Task Force Proposal 2021

**Grant Term** 10/01/2020 - 09/30/2021

## ORGANIZATION CONTACTS

**Authorized Official**

| | | | |
|---|---|---|---|
| Name: | Richard Biehl | Phone: | (937) 333-1263 |
| Title: | Chief | Email: | richard.biehl@daytonohio.gov |

**Project Director**

| | | | |
|---|---|---|---|
| Name: | Carlene Maynes | Phone: | (937) 831-6311 |
| Title: | Coordinator | Email: | carlene.maynes@aol.com |

**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 41
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. |

| COUNTY PROFILE | |
|---|---|
| ✔ | 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. Allactivities 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. |

**OVI Task Force Proposal 2021**
**OVI-2021-Dayton Police Dept.-00012**
**Version Date: 09/08/2020 07:40:43**
**Dayton Police Dept.**

| Agency Name | Fringe Rate |
|---|---|
| Butler Township | 19.5500 |
| Centerville | 20.9500 |
| Clay Township | 19.5500 |
| Clayton | 20.9500 |
| Five Rivers MetroParks | 19.5500 |
| German Township | 19.4500 |
| Huber Heights | 21.9500 |
| Kettering | 20.9500 |
| Miami Township | 19.5500 |
| Miamisburg | 20.9500 |
| Montgomery County Sheriff's Office | 19.5500 |
| Moraine | 20.9500 |
| Perry Township | 19.5500 |
| Trotwood | 20.9500 |
| West Carrollton | 20.9500 |
| Vandalia | 20.9500 |

| 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 16 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 publc 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 |
| --- |
| 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. |

| **OCTOBER** | |
|---|---|
| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 184 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **NOVEMBER** | |
|---|---|
| Media Events | 1 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 210 |
| # of Low Manpower Checkpoints | 1 |
| Low Manpower Hours | 56 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **DECEMBER** | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 206 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 112 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **JANUARY** | |
|---|---|
| Media Events | 0 |
| Press Releases | 1 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 180 |
| # of Low Manpower Checkpoints | 0 |
| Low Manpower Hours | 0 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **FEBRUARY** | |
|---|---|
| Media Events | 0 |
| Press Releases | 1 |
| Task Force Meeting | Yes |

| | |
|---|---|
| Saturation Patrol Hours | 160 |
| # of Low Manpower Checkpoints | 1 |
| Low Manpower Hours | 56 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **MARCH** | |
|---|---|
| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 210 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 112 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **APRIL** | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 162 |
| # of Low Manpower Checkpoints | 1 |
| Low Manpower Hours | 56 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **MAY** | |
|---|---|
| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 260 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 110 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **JUNE** | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 160 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |
| # of High Manpower Checkpoints | 0 |

| | |
|---|---|
| High Manpower Hours | 0 |

| **JULY** | |
|---|---|
| Media Events | 1 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 170 |
| # of Low Manpower Checkpoints | 1 |
| Low Manpower Hours | 56 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **AUGUST** | |
|---|---|
| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 190 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **SEPTEMBER** | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 160 |
| # of Low Manpower Checkpoints | 0 |
| Low Manpower Hours | 0 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| | |
|---|---|
| Number of Checkpoints | 16 |
| Number of Checkpoint Hours | 858 |
| Number of Saturation Patrol Hours | 2252 |
| Number of Media Events | 6 |

**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.

OVI-2021-Dayton Police Dept.-00012
Version Date: 09/08/2020 07:40:43
Dayton Police Dept.
Budget Worksheet - Line Items

**Lead Agency Labor**

| Number of Hours | Hourly Rate | Total |
|---|---|---|
| 1076 | $53.2500 | $57,297.00 |

**Patricipating Agencies (Contractual)**

| Number of Hours | Hourly Rate | Total |
|---|---|---|
| 2034 | $49.5000 | $100,683.00 |

**Lead Agency Coordination Hours**

| Number of Hours | Hourly Rate | Total |
|---|---|---|
| 0 | $0 | $0 |

**Contractual Coordination Hours**

| Number of Hours | Hourly Rate | Total |
|---|---|---|
| 520 | $30.0000 | $15,600.00 |

**Lead Agency Fringe**

| Retirement | Medicare | Total Fringe Rate | Total Fringe Benefit |
|---|---|---|---|
| 19.5000% | 1.45% | 20.95% | $12,003.72 |

**Participating Agency (Contractual) Fringe**

| Retirement | Medicare | Total Fringe Rate | Total Fringe Benefit |
|---|---|---|---|
| 18.9800% | 1.45% | 20.43% | $20,569.54 |

Dayton Police Dept.

Budget Worksheet - Line Items

| **Lead Agency Education** | |
|---|---|
| Amount Requested | $2,200.00 |

| **Participating Agency Education** | |
|---|---|
| Amount Requested | $3,045.00 |

| **Lead Agency Transportation Costs** | |
|---|---|
| Amount Requested | $2,864.85 |

| **Participating Agency Transportation Costs** | |
|---|---|
| Amount Requested | $5,034.15 |

| Budget Category | Short Description of Budget Item | Quantity | Amount |
|---|---|---|---|
| Travel Expense | Travel to approved traffic safetry conferences. | 2 | $1,900.00 |
| Supplies/Materials/Other Direct Costs | Supplies and materials to help with OVI saturation patrol and OVI checkpoints. | 4 | $2,000.00 |
| Equipment | Purchase of equipment to aid in IOVI saturation patrol and OVI checkpoints. | 4 | $1,800.00 |
| | **Total:** | **10** | **$5,700.00** |

# OVI Task Force Proposal 2021
## OVI-2021-Dayton Police Dept.-00012
## Version Date: 09/08/2020 07:40:43
## Dayton Police Dept.

| Budget Category | Amount |
|---|---|
| Lead Agency Labor | $57,297.00 |
| Contractual Labor | $100,683.00 |
| Lead Agency Coordination | $0 |
| Contractual Coordination | $15,600.00 |
| Lead Agency Fringe Benefit | $12,003.72 |
| Contractual Fringe Benefit | $20,569.54 |
| Lead Agency Education | $2,200.00 |
| Contractual Education | $3,045.00 |
| Lead Agency Transportation Costs | $2,864.85 |
| Contractual Transportation Costs | $5,034.15 |
| Additional Contractual | |
| Equipment | $1,800.00 |
| Supplies/Materials/Other Direct Costs | $2,000.00 |
| Travel Expenses | $1,900.00 |
| Totals: | $224,997.26 |

## 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);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

  **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 2l 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.) **The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)**

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.

5.) **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.

6.) **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.

7.) **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.

8.) **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.

9.) **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.

10.) **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.

11.) **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.

12.) **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.

13.) **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.

14.) **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.

15.) **Food**

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

16.) **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.

17.) **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.

18.) **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.

19.) **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, 2021. 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.

20.) **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 and 8 for a description of each. This information must be kept current.

21.) **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.**

22.) **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. Documentation verifying fringe percentages must be available to OTSO upon request.

23.) **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.

24.) **Sub-Contracts**
All sub-contracts and all purchases made under a sub-contract with any one vendor in excess of a combined total of $5,000 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.

All items, other than labor, fringe and mileage, that are purchased as a part of this sub-contract must be submitted to and approved by 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.

25.) **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.

26.) **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.

27.) **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.

28.) **Request for Bids**

OTSO will not reimburse for costs incurred by a sub-recipient for "requests for bids" for any services or purchases.

29.) **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.

30.) **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.

31.) **Request to Purchase (RTP)**

All RTPs must be submitted to OTSO by August 1, 2021.

32.) **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.

33.) **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).

34.) **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.

35.) **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.

For more information about Sub-Recipient on Notice, contact the OTSO.

36.) **Final Report and Final Expenditure Report**

A final comprehensive annual report **and** a properly documented final expenditure report are due to the OTSO October 15th.

**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 about of hours.**

37.) **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.

38.) **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.

https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-501

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.

39.) **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.

40.) **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 – 40, the following Special Conditions apply to Impaired Driving Enforcement Program (IDEP)/Selective Traffic Enforcement Program (STEP), Drugged Driving Enforcement Program (DDEP), OVI Task Forces (OVITF), Safe Communities (SC) and General (GG) grant awards:

**Impaired Driving Enforcement Program/Selective Traffic Enforcement Program**

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

42.) **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)

43.) **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.

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

Scheduled dates for the national enforcement campaigns are:

**Thanksgiving CIOT:** November 16 – 29, 2020

**Winter Holiday DSOGPO:** December 18, 2020 – January 1, 2021

**CIOT**: May 24 – June 6, 2021

**DSOGPO**: August 20 – September 6, 2021

45.) **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.

46.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

47.) **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.

48.) **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 32 for maximum amounts based on jurisdiction size.

**Drugged Driving Enforcement Program**

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

50.) **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)

51.) **Press Releases**
In addition to the grant award press release, DDEP sub-recipients must attempt to publicize its local efforts prior to the enforcement activity and again with the results of the enforcement effort.

52.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

**OVI Task Forces**

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

54.) **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.

55.) **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)

56.) **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 18, 2020 – January 1, 2021

**DSOGPO**: August 20 – September 6, 2021

57.) **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.

58.) **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 full time officers working on OTSO grant must be paid their actual overtime hourly rate.

59.) **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.

60.) **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.

61.) **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.

62.) **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 information may be requested.

63.) **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**

64.) **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 during an OTSO grant monitoring visit. Notice of meetings must be sent to the assigned planner and LEL.

64.) **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 17, 2021 and no later than May 28, 2021. The DSOGPO event must be no earlier than August 13, 2021 and no later than August 27, 2021. 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.

65.) **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. Notice of meetings must be sent to the assigned planner and LEL.

66.) **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. This notification will be

structured similar to a template developed by OTSO. 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.

67.) **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**

68.) **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.

Ohio | Department of Public Safety

**Mike DeWine**, Governor
**Jon Husted**, Lt. Governor

**Thomas J. Stickrath**, Director

September 1, 2020

Richard Biehl
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: Carlene Maynes

Re: FFY 2021 Grant # OVI-2021-Dayton Police Dept.-00012

Dear Chief Biehl:

The Federal Fiscal Year (FFY) 2021 grant proposal referenced above is approved for $224,997.26. 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, 2020.** The "Agreement Termination Date" is **September 30, 2021.** 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.

**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, 2020.**

| Catalog of Federal Domestic Assistance (CFDA) | Description | Amount | FAIN Number |
|---|---|---|---|
| 20.616 | National Priority Safety Programs | $224,997.26 | 69A3752030000405DOHL |

**Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2021. 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,

Staff Lieutenant Herbert Homan
Ohio Traffic Safety Office

1970 West Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081

(614) 466-3383
www.publicsafety.ohio.gov

## 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 FFY2021 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 FFY2021 grant. All Federal and State regulations will apply.

# GRANT APPLICATION APPROVAL FORM

Date: 5/20/20

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

Project Title: **2021 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 if 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. The grant requests a minimum of 16 checkpoints be conducted. Other activities are focused on saturation patrols and enforcement. There are more than 16 jurisdictions who participate in the task force. The City will receive $224,997.26 under the grant program for 2021. The grant will only reimburse the City for hourly rate, pension and Medicare benefits, so we will transfer the unreimbursed amount of $2,349.18 into the future grant fund.

The OVI grant application is submitted electronically and the City Manager agrees for Police Department staff to submit this grant on her behalf.

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, 2020

When will grant award decision be made? (Estimate if necessary) August 2020

| LEVEL | AGENCY/FUNDING SOURCE | AMOUNT |
|---|---|---|
| Fed | | $ 0.00 |
| State | Ohio Department of Public Safety | $ 224,997.26 |
| City of Dayton | Unreimbursed Fringes | $ 2,349.18 |
| Other | | $ 0.00 |
| TOTAL | | $ **227,346.44** |

**(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: _____

Date

## Review and Approval

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

Director, Office of Management & Budget _____

Date

Director of Finance ***(IF CASH MATCH IS REQUIRED)*** _____ May 22, 2020

Date

City Manager's Office _____ Shelley Dickstein (May 22, 2020 15:48 EDT) May 22, 2020

Date

Rf-E 171

# GRANT APPLICATION APPROVAL FORM

Date: 5/20/20

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

Project Title: **2021 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 if from the federal government, even if the application is going to a state or local authority.)*

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Name of staff person responsible for this grant: Sheelah Moyer

Deadline for submission to funding agency: May 25, 2020

When will grant award decision be made? (Estimate if necessary) August 2020

| LEVEL | AGENCY/FUNDING SOURCE | AMOUNT |
|---|---|---|
| Fed | | $ 0.00 |
| State | Ohio Department of Public Safety | $ 224,997.26 |
| City of Dayton | Unreimbursed Fringes | $ 2,349.18 |
| Other | | $ 0.00 |
| TOTAL | | $ **227,346.44** |

**(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: Lt. Col. Matt Carper (Lt. Col. Matt Carper (May 22, 2020 10:00 EDT)) May 22, 2020

Date

## Review and Approval

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

Director, Office of Management & Budget Diane T. Shannon (Diane T. Shannon (May 22, 2020 10:42 EDT)) May 22, 2020

Date

Director of Finance ***(IF CASH MATCH IS REQUIRED)***

Date

City Manager's Office

Date

Rf-E 171

*John Musto for City Attorney*
John Musto for City Attorney (May 22, 2020 10:10 EDT)

May 22, 2020

# GRANT APPLICATION APPROVAL FORM

Date: 5/20/20

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

Project Title: **2021 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 if from the federal government, even if the application is going to a state or local authority.)*

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The OVI grant application is submitted electronically and the City Manager agrees for Police Department staff to submit this grant on her behalf.

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, 2020

When will grant award decision be made? (Estimate if necessary) August 2020

| LEVEL | AGENCY/FUNDING SOURCE | AMOUNT |
|---|---|---|
| Fed | | $ 0.00 |
| State | Ohio Department of Public Safety | $ 224,997.26 |
| City of Dayton | Unreimbursed Fringes | $ 2,349.18 |
| Other | | $ 0.00 |
| TOTAL | | $ **227,346.44** |

**(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: _____

Date

## Review and Approval

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

Director, Office of Management & Budget _____

Date

Director of Finance ***(IF CASH MATCH IS REQUIRED)*** _____ May 22, 2020

Date

City Manager's Office Shelley Dickstein (May 22, 2020 15:48 EDT) May 22, 2020

Date

Rf-E 171

# CERTIFICATE OF FUNDS

**SECTION I - to be completed by User Department**

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

| | |
|---|---|
| Contract Start Date | 10/01/20 |
| Expiration Date | 09/30/21 |
| Original Commission Approval | $ 2,349.18 |
| Initial Encumbrance | $ 2,349.18 |
| 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: $2,349.18 | Amount: |
| Fund Code 10000 - 6210 - 1221 - 71 - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |
| Amount: | Amount: |
| Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) | Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund Org Acct Prog Act Loc) |

**Attach additional pages for more FOAPALs**

Vendor Name: City of Dayton

Vendor Address: 101 West Third Street Dayton Ohio 45402-1814
Street City State Zipcode + 4

Federal ID: 31-6000175

Commodity Code:

Purpose: Cover costs for 2021 OVI Grant Application for Salary Driven Fringes not reimbursed by the State of Ohio.

Contact Person: Sheelah Moyer Police/Director's Office 5/19/2020
Department/Division Date

Originating Department Director's Signature: Lt. Col. Matt Carper May 22, 2020
Lt. Col. Matt Carper (May 22, 2020 10:23 EDT)

**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 — May 22, 2020 (Date)

Tonika Williams
Tonika Williams (May 22, 2020 14:19 EDT)
CF Prepared by — May 22, 2020 (Date) — E20-10041 (CF/CT Number)

# OVI Task Force Proposal 2021
# OVI-2021-Dayton Police Dept.-00012
# Dayton Police Dept.

## GRANT INFORMATION

**Grant Number** OVI-2021-Dayton Police Dept.-00012

**Grant Title** OVI Task Force Proposal 2021

**Grant Term** 10/01/2020 - 09/30/2021

## ORGANIZATION CONTACTS

**Authorized Official**

| | | | |
|---|---|---|---|
| Name: | Richard Biehl | Phone: | (937) 333-1263 |
| Title: | Chief | Email: | richard.biehl@daytonohio.gov |

**Project Director**

| | | | |
|---|---|---|---|
| Name: | Carlene Maynes | Phone: | (937) 831-6311 |
| Title: | Coordinator | Email: | carlene.maynes@aol.com |

**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 41
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. |

| COUNTY PROFILE | |
|---|---|
| ✔ | 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. Allactivities 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. |

# OVI Task Force Proposal 2021
## OVI-2021-Dayton Police Dept.-00012
## Dayton Police Dept.

| Agency Name | Fringe Rate |
|---|---|
| Butler Township | 19.5500 |
| Centerville | 20.9500 |
| Clay Township | 19.5500 |
| Clayton | 20.9500 |
| Five Rivers MetroParks | 19.5500 |
| German Township | 19.4500 |
| Huber Heights | 21.9500 |
| Kettering | 20.9500 |
| Miami Township | 19.5500 |
| Miamisburg | 20.9500 |
| Montgomery County Sheriff's Office | 19.5500 |
| Moraine | 20.9500 |
| Perry Township | 19.5500 |
| Trotwood | 20.9500 |
| West Carrollton | 20.9500 |
| Vandalia | 20.9500 |

# OVI Task Force Proposal 2021
## OVI-2021-Dayton Police Dept.-00012
## Dayton Police Dept.

| 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 16 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 publc 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. |

# OVI Task Force Proposal 2021
## OVI-2021-Dayton Police Dept.-00012
## Dayton Police Dept.

| 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. |

# OVI Task Force Proposal 2021
## OVI-2021-Dayton Police Dept.-00012
## Dayton Police Dept.

| OCTOBER | |
|---|---|
| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 184 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| NOVEMBER | |
|---|---|
| Media Events | 1 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 210 |
| # of Low Manpower Checkpoints | 1 |
| Low Manpower Hours | 56 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| DECEMBER | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 206 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 112 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| JANUARY | |
|---|---|
| Media Events | 0 |
| Press Releases | 1 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 180 |
| # of Low Manpower Checkpoints | 0 |
| Low Manpower Hours | 0 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| FEBRUARY | |
|---|---|
| Media Events | 0 |
| Press Releases | 1 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 160 |

| | |
|---|---|
| # of Low Manpower Checkpoints | 1 |
| Low Manpower Hours | 56 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **MARCH** | |
|---|---|
| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 210 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 112 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **APRIL** | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 162 |
| # of Low Manpower Checkpoints | 1 |
| Low Manpower Hours | 56 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **MAY** | |
|---|---|
| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 260 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 110 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| **JUNE** | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 160 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

# OVI Task Force Proposal 2021
## OVI-2021-Dayton Police Dept.-00012
## Dayton Police Dept.

| JULY | |
|---|---|
| Media Events | 1 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 170 |
| # of Low Manpower Checkpoints | 1 |
| Low Manpower Hours | 56 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| AUGUST | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 190 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| SEPTEMBER | |
|---|---|
| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 160 |
| # of Low Manpower Checkpoints | 0 |
| Low Manpower Hours | 0 |
| # of High Manpower Checkpoints | 0 |
| High Manpower Hours | 0 |

| | |
|---|---|
| Number of Checkpoints | 16 |
| Number of Checkpoint Hours | 858 |
| Number of Saturation Patrol Hours | 2252 |
| Number of Media Events | 5 |

**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.

OVI-2021-Dayton Police Dept.-00012

Dayton Police Dept.

Budget Worksheet - Line Items

**Lead Agency Labor**

| Number of Hours | Hourly Rate | Total |
|---|---|---|
| 1076 | $53.2500 | $57,297.00 |

**Patricipating Agencies (Contractual)**

| Number of Hours | Hourly Rate | Total |
|---|---|---|
| 2034 | $49.5000 | $100,683.00 |

**Lead Agency Coordination Hours**

| Number of Hours | Hourly Rate | Total |
|---|---|---|
| 0 | $0 | $0 |

**Contractual Coordination Hours**

| Number of Hours | Hourly Rate | Total |
|---|---|---|
| 520 | $30.0000 | $15,600.00 |

**Lead Agency Fringe**

| Retirement | Medicare | Total Fringe Rate | Total Fringe Benefit |
|---|---|---|---|
| 19.5000% | 1.45% | 20.95% | $12,003.72 |

**Participating Agency (Contractual) Fringe**

| Retirement | Medicare | Total Fringe Rate | Total Fringe Benefit |
|---|---|---|---|
| 18.9800% | 1.45% | 20.43% | $20,569.54 |

OVI-2021-Dayton Police Dept.-00012

Dayton Police Dept.

Budget Worksheet - Line Items

| **Lead Agency Education** | |
|---|---|
| Amount Requested | $2,200.00 |

| **Participating Agency Education** | |
|---|---|
| Amount Requested | $3,045.00 |

| **Lead Agency Transportation Costs** | |
|---|---|
| Amount Requested | $2,864.85 |

| **Participating Agency Transportation Costs** | |
|---|---|
| Amount Requested | $5,034.15 |

| Budget Category | Short Description of Budget Item | Quantity | Amount |
|---|---|---|---|
| Travel Expense | Travel to approved traffic safetry conferences. | 2 | $1,900.00 |
| Supplies/Materials/Other Direct Costs | Supplies and materials to help with OVI saturation patrol and OVI checkpoints. | 4 | $2,000.00 |
| Equipment | Purchase of equipment to aid in IOVI saturation patrol and OVI checkpoints. | 4 | $1,800.00 |
| | **Total:** | **10** | **$5,700.00** |

# OVI Task Force Proposal 2021
## OVI-2021-Dayton Police Dept.-00012
## Dayton Police Dept.

| Budget Category | Amount |
|---|---|
| Lead Agency Labor | $57,297.00 |
| Contractual Labor | $100,683.00 |
| Lead Agency Coordination | $0 |
| Contractual Coordination | $15,600.00 |
| Lead Agency Fringe Benefit | $12,003.72 |
| Contractual Fringe Benefit | $20,569.54 |
| Lead Agency Education | $2,200.00 |
| Contractual Education | $3,045.00 |
| Lead Agency Transportation Costs | $2,864.85 |
| Contractual Transportation Costs | $5,034.15 |
| Additional Contractual | |
| Equipment | $1,800.00 |
| Supplies/Materials/Other Direct Costs | $2,000.00 |
| Travel Expenses | $1,900.00 |
| Totals: | $224,997.26 |

# OVI Task Force Proposal 2021
## OVI-2021-Dayton Police Dept.-00012
## Dayton Police Dept.

| Budget Category | Amount |
|---|---|
| Lead Agency Labor | $0 |
| Contractual Labor | $0 |
| Lead Agency Coordination | $0 |
| Contractual Coordination | $0 |
| Lead Agency Fringe Benefit | $0 |
| Contractual Fringe Benefit | $0 |
| Lead Agency Education | $0 |
| Contractual Education | $0 |
| Lead Agency Transportation Costs | $0 |
| Contractual Transportation Costs | $0 |
| Additional Contractual | $0 |
| Equipment | $0 |
| Supplies and Materials | $0 |
| Travel Expenses | $0 |
| Other Direct Costs | |
| Totals: | $0 |



BACK

DRAFT

1st & 2nd Reading 21.
6541-20

By ..... No. .....

**A RESOLUTION**

Authorizing the City Manager to Enter into an Agreement for the City of Dayton to Become a Member of the Proposed Wright Patterson Regional Council of Governments, and Declaring an Emergency.

**WHEREAS**, Various political subdivisions and governmental entities within the Wright Patterson Air Force Base and the Springfield Air National Guard Base regions share common interests to create significant cooperation in order to plan and carry out actions necessary to promote compatible development and activities that support the continued operation of Wright Patterson Air Force Base and Springfield Air National Guard Base; and

**WHEREAS**, Said political subdivisions have determined that by cooperating with one another and coordinating their powers and duties with the establishment of a Regional Council of Governments, their respective residents will be benefited by improved efficiency and through the sharing of benefits and costs so that the communities will be better served; and

**WHEREAS**, The purpose of the Wright Patterson Regional Council of Governments is to coordinate the powers and duties of the member communities to better serve and benefit the economic development and land use planning of the region to support the growth and operation of Wright Patterson Air Force Base and Springfield Air National Guard Base within each of the political subdivisions, and

**WHEREAS**, To provide for the immediate preservation of the public peace, property, health or safety, 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.** The Dayton City Commission hereby authorizes the City Manager to sign and execute the "Agreement for Participation in the Wright Patterson Regional Council of Governments" as substantially set forth in Exhibit A attached hereto and incorporated herein thereby authorizing the City of Dayton to become a member of the Wright Patterson Regional Council of Governments.

**Section 2.** For the reasons stated in the preamble hereof, this resolution is declared an emergency measure and shall take effect immediately upon its adoption.

Adopted by the Commission ……., 2020

Signed by the Mayor……..., 2020

_____

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

_____

Clerk of Commission

APPROVED AS TO FORM:

_____

City Attorney

Exhibit A

# AGREEMENT FOR PARTICIPATION IN THE WRIGHT PATTERSON REGIONAL COUNCIL OF GOVERNMENTS

This Agreement is made and entered into by and among certain Ohio political subdivisions which have become parties to this Agreement by causing it to be signed and executed by an officer duly authorized by the legislative authority of each respective political subdivision.

**Witnesseth:** The parties to this Agreement (hereinafter called "political subdivisions"), wishing to participate in a regional council of governments pursuant to the Constitution and law of Ohio, including but not limited to Chapter 167 of the Ohio Revised Code agree as:

I. **Name.** The name of the regional council of governments is Wright Patterson Regional Council of Governments (hereinafter called "WPRCOG")

II. **Purpose.** To coordinate the powers and duties of the member Boards to better serve and benefit the economic development and land use planning of the region to promote compatible development and activities that support the growth and operation of Wright Patterson Air Force Base and Springfield Air National Guard Base within each of the WPRCOG's political subdivisions.

III. **Scope and Authority.** The WPRCOG is formed to create significant cooperation between communities surrounding Wright Patterson Air Force Base with the initial and primary purpose of seeking funding and assistance for commissioning a regional Combined Use Plan study. The WPRCOG can expand the use of this cooperative effort for any other objective as approved by the Board of Directors.

The authority of the WPRCOG is only for the objectives as approved by the Board of Directors and shall not interfere with any independent authority of any Member community or political subdivision.

IV. **WPRCOG.** The regional council of governments is established through this Agreement and is to be administered in the following manner:

a. Each political subdivision which is party to the Agreement will be a Constituent Member and shall appoint and designate in writing one representative to participate and vote in WPRCOG business meetings. Each representative may designate in writing a proxy representative. The appointed and designated representative of each Constituent Member will be a member of the Board of Directors for the WPRCOG.

b. Each representative member shall be entitled to one vote on each item under consideration. Voting shall be by appointed and designated representatives only who are personally present. Personally present may include telephonically or by live video presence should the WPRCOG notice the meeting as remotely available. There will be no absentia voting permitted.

c. The WPRCOG shall adopt by-laws by a majority vote to at least define the scope, membership, meeting process and election and duties of officers.

d. Should WPRCOG decide to hire any employee(s), appointments will be made by the Executive Committee with approval of the Board of Directors.

e. Meetings of the Board of Directors for WPRCOG shall occur at least quarterly as scheduled by the Board of Directors at the beginning of the calendar year. All meetings will be noticed and conducted under the guidelines of Section 121.22 of the Ohio Revised Code related to open meetings. Special meetings may be called when necessary.

   i. A majority of the active Constituent Member Board of Directors shall constitute a quorum to transact business at any Board meeting.

V. **Additional Members.**

a. Membership by other political subdivisions to the WPRCOG may be approved by a vote of the Board of Directors. Additional members will become parties to this Agreement.

b. The Board of Directors may approve Associate Membership to individuals, organizations or special districts that offer significant contributions to achieving the mission and purpose of the WPRCOG. Associate members are non-voting members.

VI. **Officers/Executive Committee.** There is hereby established an Executive Committee of the WPRCOG Board of Directors consisting of the elected Officers to implement the purposes of the regional council of governments. All members shall serve without compensation.

a. There shall be a President, Vice-President, and Secretary/Treasurer designated as Officers and making the Executive Committee for the WPRCOG Board of Directors.

b. Each Officer shall be nominated and elected by the Board of Directors for a one year term by two-thirds vote. Any current appointed and designated representative of a Constituent Member is eligible to be appointed an Officer position.

c. Duties of Officers shall be defined in By-Laws of the WPRCOG.

VII. **Finances – Allocation of Costs.**

a. Primary financial support for the WPRCOG will be based on grants and member contribution fees.

b. Each political subdivision part of this Agreement agrees to share costs of establishing, operating and maintaining the WPRCOG through a designated annual contribution.

c. The annual membership contribution will be determined by a vote of the Board of Directors at the business meeting at the beginning of the calendar year and will be based on the anticipated operational costs of the WPRCOG.

d. The Board of Directors will appoint, by a majority vote, a designated constituent member political subdivision to serve as the fiduciary and fiscal officer of the WPRCOG. The fiduciary will hold responsibility for the receipt, deposit and disbursement of funds held by the WPRCOG.

VIII. **Withdrawal – Cancellation of Agreement.**

a. Any member may withdraw from the WPRCOG by formal action of its Board and upon written notice to the WPRCOG Board of Directors. For withdrawal less than 90 days written notice, a 2/3 vote of the Board of Directors is required. Upon the effective date of withdrawal, such members shall be released from all obligations and liabilities of the WPRCOG with the exception of the following:

   i. those obligations and liabilities stemming from a contractual arrangement when individuals from the withdrawing member's political subdivision are receiving benefits from the contract, or when the withdrawing member is a party to a contract;

   ii. obligations and liabilities stemming from contractual or other arrangements between the withdrawing member and the WPRCOG;

   iii. claims pending against the WPRCOG at the time of the withdrawal; and

   iv. claims arising after withdrawal but based on events occurring prior to withdrawal.

   The withdrawing member shall receive a return of its tangible personal property that can be clearly and reasonably determined to be that of such former member and loaned to the WPRCOG. Any and all other monies, including any membership fees, grants, and property shall remain that of the WPRCOG.

IX. **Dissolution of the WPRCOG.**

a. Vote: The WPRCOG may be dissolved by a two-thirds (2/3) vote of all members of the Board of Directors at any regular monthly membership meeting. Prior to any vote on dissolution, each member shall receive at least forty-five (45) days' written notice from the President that the matter of dissolution will be voted upon.

b. Dissolving the WPRCOG: Upon an affirmative vote to dissolve the WPRCOG, the Board of Directors shall immediately cease to do business and shall only do such acts as are required to conclude its affairs. The Executive Committee shall direct all pending business until all the WPRCOG affairs are concluded.

c. Distribution of Assets: At the conclusion of all the WPRCOG affairs, any unclaimed assets remaining on the books shall be distributed according to the following schedule:

   i. All tangible personal property previously loaned or given to the WPRCOG that is clearly identified as to ownership shall be returned to the owner member.

   ii. All remaining tangible personal property shall be sold at public sale in accordance with R.C. 307.12 by sealed bid. The cash proceeds thereof shall be equally divided among all members after all liabilities, if any, have been satisfied.

   iii. All unexpended monies from federal, state and local sources for services that are not provided and will not be provided by the dissolution date will be returned.

   iv. All remaining assets and other intangibles shall be equally divided among all members after all liabilities, if any, have been satisfied.

X. **Severability.** In the event any part of portion of this Agreement is found to be contrary to law and thereby held to be null and void, all other provisions of the Agreement shall remain in full force and effect, and shall not be otherwise effected by an such ruling, finding or decision.

XI. **Amendment.** This Agreement may be amended by concurrent action by the legislative authorities of all member political subdivisions which are parties hereto.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written.

For the City of Beavercreek:

_____
Signed

_____ _____
Its Date

For the City of Dayton:

_____
Signed

_____ _____
its Date

For the City of Fairborn:

_____
Signed

_____ _____
Its Date

For the City of Huber Heights:

_____
Robert Schommer

City Manager_____ _____
its Date

For the City of Riverside:

_____
Signed

_____ _____
Its Date

For Bath Township – Greene County:

_____
Signed

_____ _____
its Date

For Greene County :

_____
Signed

_____ _____
Its Date

For Montgomery County:

_____
Signed

_____ _____
its Date

MEMORANDUM | DAYTON

September 28, 2020

**TO:** Shelley Dickstein, City Manager
City Manager's Office

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

**SUBJECT:** Emergency Resolution approving Wright-Patterson Council of Governments Formation

Attached for your review and placement on the October 7, 2020, City Commission Calendar is an Emergency Resolution and accompanying Agreement for Participation in the Wright Patterson Regional Council of Governments (COG). Please read the Resolution twice at one meeting.

After several Dayton Development Coalition meetings with jurisdictions surrounding Wright-Patterson, creation of a COG was arrived upon as the most effective method to to obtain a grant from the Office of Economic Adjustment (OEA) for a Compatible Use Program (CUP). Though it could eventually evolve over time, the sole purpose of establishing this COG is to be more competitive in obtaining a CUP grant.

A CUP provides technical and financial assistance to state and local governments to plan and carry out civilian actions necessary to alleviate and/ or prevent incompatible civilian development and other civilian activities that are likely to impair the continued operational utility of a Department of Defense facility.

The Department of Law has reviewed both the Resolution and the Agreement for Participation as to form and correctness.

If you have any questions or require additional information, please contact me at extension 4209

Please let me know if you have additional questions.

Thank you.

TMK

# Wright-Pat COG_Memo to CM_9-28-2020 Resolution

Final Audit Report 2020-09-28

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|---|---|
| Created: | 2020-09-28 |
| By: | Miranda Brooks (miranda.brooks@daytonohio.gov) |
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