CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **OCTOBER 14, 2020**

8:30 A.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. **Purchase Orders:**

<u>AVIATION</u>

A1. DeFries Copp LLC dba Copp Systems Integrator (security cameras including hardware, software, programming and installation services) – PO201160 **$16,814.44**

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

A2. **DeFries Copp LLC dba Copp Systems Integrator** (body temperature detection cameras) – PO201169 **$56,486.90**

A3. **Dell Marketing LP** (Microsoft licenses and enterprise agreement) **145,115.13**

A4. **Emerging Growth Enterprise LLC dba NoFoam Systems** (Firefighting foam testing equipment) **31,771.53**

A5. **Global ARFF Services LLC** (repair and emergency repair services for an Aircraft Rescue fire truck) **30,661.10**

A6. **ICOM America, Inc.** (Aviation mobile radios and accessories) **18,866.37**

A7. **Interaction Insight GLR Corporation, Stephen Campbell & Associates** (NICE inform radio and phone recorder) **31,508.00**

A8. **Locution Systems, Inc.** (Alert system including installation services) **49,698.00**

A9. **M-B Company Inc. of Wisconsin** (three Airport Runway Brooms) **1,600,434.00**

A10. **Motorola Solutions, Inc.** (Motorola brand radios and accessories) **18,877.11**

A11. **Southeastern Equipment Company** (two ramp dozer plows and two wheel loaders with hydraulic couplers) **672,980.00**

HUMAN RESOURCES

B1. **Frost, Brown Todd LLC** (professional legal services as needed through 12-31-20) **250,000.00**

INFORMATION TECHNOLOGY

C1. **CDW Government, Inc.** (video conferencing cameras) **26,101.98**

MUNICIPAL COURT

D1. **Aerobiotix, Inc.** (Hepa ultraviolet air recirculation systems and cartridges) **32,586.00**

POLICE

E1. **Moonlight Security, Inc.** (armed security services as needed through 12-31-23) **453,000.00**

E2. **Volcanic Manufacturing LLC dba Volcanic Bikes** (ten police mountain bicycles with accessories) **18,424.73**

PUBLIC WORKS

F1. **Apex Mechanical Systems, Inc.** (touchless water fountains including installation services) **93,823.00**

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

F2. Globecom Technologies, Inc. (touchless paper towel and soap dispensers including installation services) **$23,938.00**

F3. Kendall Electric, Inc. (electrical parts, supplies and related items as needed through 12-31-23) **15,000.00**

F4. Queen City Mechanicals, Inc. (automatic faucets and flush valves including installation services) **300,000.00**

F5. Site-Safe Products LLC dba Site-Safe LLC (Crash attenuator with related traffic safety products) **27,815.94**

RECREATION & YOUTH SERVICES

G1. Gordon Food Service, Inc. (assorted candy) **15,000.00**

WATER

H1. Allied Technical Services dba Allied Pump Rentals (maintenance and repair services to the Hydrogen Sulfide Control Plan Speece Cone and Oxygen Controller as needed through 10-31-21) **25,000.00**

H2. Chemical Services, Inc. (odor control chemicals as needed through 10-31-21) **26,000.00**

H3. ECO Oxygen Technologies LLC (adding super oxygenated remediation well water to industrial wastewater gravity interceptor as needed through 10-31-21) **188,781.12**

H4. Pace Analytical Services, Inc. (total sulfate and dissolved sulfide testing as needed through 12-31-23) **13,000.00**

H5. Argus Group Holdings LLC dba Premier Safety (RKI Beacon Chlorine and Carbon Monoxide Detection Systems) **24,845.00**

H6. Matlock Electric Company, Inc. (bearings through 06-30-21) **5,240.00**

H7. STS Operating, Inc. dba Sunsource (rehabilitate the Hydraulic Valve Operating Systems at the pump stations through 06-30-23) **120,000.00**

H8. Truck Country of Indiana, Inc. dba Stoops Freightliner (one semi-tractor truck) **126,975.00**

H9. Jack Doheny Supplies Ohio, Inc. (one Easement machine with trailer) **85,033.00**

H10. Pickrel Brothers, Inc. (four Slim Fit 750 Well McLain boilers and related items) **56,706.60**

-Depts. of Aviation, Human Resources, Information Technology, Police, Public Works, Recreation & Youth Services, Water and The Municipal Court. **Total: $4,600,482.45**

2. **Arcadis US, Inc. – Contract Modification** – first amendment to cover additional services for the design of the Parallel Sanitary Interceptor Sections 3 & 4 – Dept. of Water/Water Engineering. **$73,020.00**
(Thru 12/31/24)

B. Construction Contracts:

3. **Capital Electric Line Builders, Inc. – Award of Contract –** for Street Light Replacement – Phase 6 (10% SBE & 5% MBE Participation Goal/0% SBE & 0% MBE Participation Achieved) – Dept. of Public Works/Civil Engineering. **$823,944.24**
(Thru 05/31/23)

C. Revenue to the City:

4. **Jefferson Township – Other –** for Intergovernmental Agreement for trash services – Dept. of Public Works/Waste Collection. **$545,000.00**
(Est. Thru 12/31/21)

E. Other – Contributions, Etc.:

5. **Sam G. Caras Co. and Mary Cooper – Other –** for full settlement of claim filed – Dept. of Law/Civil. **$16,000.00**

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

6. **No. 31846-20** Accepting a Proposed Collective Bargaining Agreement with the Dayton Public Service Union, Local 101, A.F.S.C.M.E. Ohio Council 8 – City of Dayton and Clerical Chapters; Authorizing the City Manager to Execute Said Agreement, and Declaring an Emergency.

7. **No. 31847-20** Fixing the Compensation of the Unclassified Service, Establishing Policy Regarding the Fixing of Compensation for All Other Employees Who Are Not Members of a Collective Bargaining Unit, and Declaring an Emergency.

Emergency Resolutions – First and Second Reading:

8. **No. 6542-20** Approving the Submission of Grant Applications to the District 4 (Montgomery County, Ohio) Public Works Commission Integrating Committee; Authorizing the Acceptance of Grant Awards from the State of Ohio Public Works Commission for the State Issue I Program for Public Capital Infrastructure Improvements in an Amount Not to Exceed Five Million Four Hundred Forty-Eight Thousand Seven Hundred Forty-One Dollars and Zero Cents ($5,448,741.00) on Behalf of the City of Dayton, and Declaring an Emergency.

9. **No. 6543-20** Authorizing the City Manager to Enter into a Community Agreement with the Montgomery County Land Reutilization Corporation to Participate in the Blight Abatement/Demolition 2.0 Program, and Declaring an Emergency.

10. **No. 6544-20** Authorizing the Acceptance of an Aggregate Grant Award from the United States Department of Justice in the Amount of One Hundred Thirty-Seven Thousand Nine Hundred Fifty-One Dollars and Zero Cents ($137,951.00) on Behalf of the City of Dayton, and Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31848-20

RESOLUTION NO. 6545-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 980-20

City Manager's Report

From	**2730 – PMB/Procurement**	**Date**	October 14, 2020
		Expense Type	Purchase Order
	Supplier, Vendor, Company, Individual	**Total Amount**	$4,600,482.95
Name	**See Below**		
Address	**See Below**		

2020 Purchase Orders

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

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

Description

AVIATION

(A1) P0201160 – DEFRIES COPP LLC dba COPP SYSTEMS INTEGRATOR, DAYTON,OH

- Security cameras including hardware, software, programming and installation services.
- These goods and services are required to maintain security and safety at the Dayton International Airport.
- Defries Copp LLC dba Copp Systems Integrator is recommended based upon the Transportation Security Administration's (TSA) prior screening and vetting and to ensure system compatibility and integration; therefore, this purchase was negotiated.
- DeFries Copp LLC dba Copp Systems Integrator qualifies as a Dayton local entity.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Building Improvements	51381-3210-1425-43	$16,814.44

Melissa A. Wilson, CPPB Digitally signed by Melissa A. Wilson, CPPB DN: cn=Melissa A. Wilson, CPPB, o=City of Dayton, ou=Procurement Division, email=Melissa.Wilson@daytonohio.gov, c=US Date: 2020.10.09 13:06:03 -04'00'

Division

Department

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

AVIATION (CONTINUED)

(A2) P0201169 – DEFRIES COPP LLC dba COPP SYSTEMS INTEGRATOR, DAYTON,OH

- Body temperature detection cameras.
- These goods are required to scan temperatures throughout Aviation facilities as a result of the COVID-19 pandemic.
- Defries Copp LLC dba Copp Systems Integrator is recommended based upon the Transportation Security Administration's (TSA) prior screening and vetting and to ensure system compatibility and integration; therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- DeFries Copp LLC dba Copp Systems Integrator qualifies as a Dayton local entity.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Technology	28133-3210-1383-43-CRF41	$56,486.90

(A3) P0201145– DELL MARKETING LP, ROUND ROCK, TX

- Microsoft licenses and enterprise agreement.
- These goods are required to build a secure remote access infrastructure to support remote work during the COVID-19 pandemic.
- Rates are in accordance with the State of Ohio Term Schedule Contract #0A1252.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Technology	28133-3210-1383-43-CRF42	$145,115.13

(A4) P0201152 – EMERGING GROWTH ENTERPRISE LLC dba NOFOAM SYSTEMS, LA JOLLA, CA

- Firefighting foam testing equipment.
- This equipment is required for testing of the Department's Aircraft Rescue and Fire Fighting (ARFF) vehicles.
- One (1) possible bidder was solicited and one (1) bid was received.
- The Department of Aviation recommends acceptance of the sole bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	51401-3210-1412-43	$31,771.53

AVIATION (CONTINUED)

(A5) P0200934 – GLOBAL ARFF SERVICES LLC, WAXAHACHIE, TX

- Repair and emergency repair services for an Aircraft Rescue fire truck.
- These services are required to repair an Airport rescue firefighting vehicle.
- Global ARFF Services LLC is recommended based upon proven past performance; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $49,413.60 by $30,661.10 for a total not to exceed $80,074.70 and therefore requires City Commission approval.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	51000-3223-1301-43	$30,661.10

(A6) P0201136 – ICOM AMERICA, INC., BELLEVUE, WA

- Aviation mobile radios and accessories.
- These goods are required for staff to communicate and collaborate in an environment where working in close proximity is discouraged or prohibited as a result of Covid-19.
- Rates are in accordance with the State of Ohio Term Schedule Contract #534302 and Index #STS073.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Technology	28133-3210-1383-43-CRF38	$18,866.37

(A7) P0201144 – INTERACTION INSIGHT GLR CORPORATION, STEPHEN CAMPBELL & ASSOCIATES, INDEPENDENCE, OH

- NICE inform radio and phone recorder.
- These goods are required for staff to communicate and collaborate in an environment where working in close proximity is discouraged or prohibited as a result of Covid-19.
- Interaction Insight GLR Corporation, Stephen Campbell & Associates is recommended based upon proven past performance to ensure consistent quality, compatibility and operational continuity; 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 Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Public Safety	28133-3210-1384-43-CRF38	$31,508.00

AVIATION (CONTINUED)

(A8) P0201168 – LOCUTION SYSTEMS, INC., GOLDEN, CO

- Alert system including installation services.
- These goods and services are required to communicate any medical alerts regarding citizens, passengers and staff members directly to Aviation Fire and Police personnel.
- Locution Firehouse is recommended to ensure system compatibility and integration, 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 Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Public Safety	28133-3210-1384-43-CRF40	$49,698.00

(A9) P0201153 – M-B COMPANY INC.OF WISCONSIN, CHILTON, WI

- Three (3) Airport Runway Brooms.
- This equipment is required to remove snow from runways at the Dayton International Airport.
- Three (3) possible bidders were solicited and three (3) bids were received.
- The Department of Aviation recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	51403-3210-1412-43	$1,600,434.00

(A10) P0201135 – MOTOROLA SOLUTIONS, INC., SCHAUMBURG, IL

- Motorola brand radios and accessories.
- These goods are required for staff to communicate and collaborate in an environment where working in close proximity is discouraged or prohibited as a result of Covid-19.
- Rates are in accordance with the State of Ohio Term Schedule Contract #573077-0.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Public Safety	28133-3210-1384-43-CRF38	$18,877.11

(A11) P0201154 – SOUTHEASTERN EQUIPMENT COMPANY, MONROE, OH

- Two (2) ramp dozer plows and two (2) wheel loaders with hydraulic couplers.
- This equipment is required to remove snow from runways at the Dayton International Airport.
- One (1) possible bidder was solicited and one (1) bid was received.
- The Department of Aviation recommends acceptance of the sole bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	51403-3210-1412-43	$672,980.00

BACK

HUMAN RESOURCES

(B1) P0201140 – FROST BROWN TODD LLC, CINCINNATI, OH

- Professional legal services as needed through 12/31/2020.
- These services are required to provide legal consultation and representation on behalf of the City.
- The law firm of Frost Brown Todd LLC is recommended based upon proven past performance and subject matter expertise; therefore, this purchase was negotiated.
- The Department of Human Resources recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	10000-5610-1159-62	$250,000.00

INFORMATION TECHNOLOGY

(C1) P0201146 – CDW GOVERNMENT, INC., VERNON HILLS, IL

- Video conferencing cameras.
- These goods are required for staff to communicate and collaborate in an environment where working in close proximity is discouraged or prohibited as a result of Covid-19.
- CDW Government, Inc. is recommended based upon proven past performance to ensure consistent quality; 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 Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Cares Technology	28133-5560-1383-65-CRF14	$26,101.98

MUNICIPAL COURT

(D1) P0201170 – AEROBIOTIX, INC., MIAMISBURG, OH

- Hepa ultraviolet air recirculation systems and cartridges.
- These goods are required to clean, sanitize and remove dangerous bacteria from the air at the City's Municipal Court.
- Aerobiotix is recommended based upon regional court room sanitation and proven past performance; therefore, this purchase was negotiated.
- The Municipal Court recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Sanitation	28133-2510-1382-74-CRF35	$32,586.00

BACK

POLICE

(E1) P0200306 – MOONLIGHT SECURITY, INC., WEST CARROLLTON, OH

- Armed security services as needed through 12/31/2020.
- These services are required to provide security for in custody prisoners while in the hospital before being booked into the County Jail.
- Rates are in accordance with the City of Dayton's existing price agreement RFP 18009CSFM with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $122,440.00 by $3,000.00 for a total not to exceed $125,440.00 and therefore requires City Commission approval.
- The Department of Police requests additional authority of $450,000.00 through 12/31/2023.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Security Services	10000-6221-1157-71	$3,000.00
2021	Security Services	10000-6221-1157-71	$150,000.00
2022	Security Services	10000-6221-1157-71	$150,000.00
2023	Security Services	10000-6221-1157-71	$150,000.00

(E2) P0201143 – VOLCANIC MANUFACTURING LLC dba VOLCANIC BIKES, NORTH BONNEVILLE, WA

- Ten (10) police mountain bicycles with accessories.
- These goods are required for the City's Police Bike Patrol program.
- Volcanic Manufacturing LLC dba Volcanic Bikes is recommended as the Original Equipment Manufacturer (OEM); therefore, this order was negotiated.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-6242-1301-71	$18,424.73

PUBLIC WORKS – PROPERTY MANAGEMENT

(F1) P0201174 – APEX MECHANICAL SYSTEMS, INC., ENGLEWOOD, OH

- Touchless water fountains including installation services.
- These goods and services are required to install water fountains throughout City facilities.
- Thirty-one (31) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB N20027. 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 Department of Public Works recommends acceptance of the lowest and best bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Facilities/Infrastructure (Capital)	28133-6480-1431-54-CRF02	$93,823.00

PUBLIC WORKS – PROPERTY MANAGEMENT (CONTINUED)

(F2) P0201173 – GLOBECOM TECHNOLOGIES, INC., CANAL FULTON, OH

- Touchless paper towel and soap dispensers including installation services.
- These goods and services are required to install dispensers throughout City facilities.
- Twenty-two (22) possible vendors were solicited and seven (7) bids were received. This order establishes a price agreement per IFB N20026. 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 Department of Public Works recommends acceptance of the lowest and best bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Facilities/Infrastructure (Capital)	28133-6480-1431-54-CRF02	$23,938.00

(F3) P0200416 – KENDALL ELECTRIC, INC., DAYTON, OH

- Electrical parts, supplies and related items as needed through 12/31/2020.
- These goods are required to maintain existing electrical equipment and department facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20003N with firm pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $22,000.00 by $15,000.00 for a total not to exceed $37,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Maintenance of Facilities	10000-6480-1172-54	$15,000.00

(F4) P0201171 – QUEEN CITY MECHANICALS, INC., CINCINNATI, OH

- Automatic faucets and flush valves including installation services.
- These goods and services are required to install these items throughout City facilities.
- Thirty-eight (38) possible vendors were solicited and six (6) bids were received. This order establishes a price agreement per IFB N20024. 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 Department of Public Works recommends acceptance of the lowest and best bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Facilities/Infrastructure (Capital)	28133-6480-1431-54-CRF02	$300,000.00

PUBLIC WORKS – STREET MAINTENANCE

(F5) P0201151 – SITE-SAFE PRODUCTS LLC dba SITE-SAFE LLC, COLUMBUS, OH

- Crash attenuator with related traffic safety products.
- These goods are required to replace a truck trailer crash attenuator to ensure traffic safety.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Site-Safe Products LLC dba Site-Safe LLC is recommended as the sole regional distributer of the Energy Absorption System; therefore, this purchase was negotiated.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	21100-6430-1301-54	$27,815.94

RECREATION AND YOUTH SERVICES

(G1) P0201161 – GORDON FOOD SERVICE, INC., VERNON HILLS, IL

- Assorted candy.
- These goods are required for the City's 2020 Fall Harvest.
- Gordon Food Service, Inc. is recommended based upon proven past performance to ensure consistent quality; therefore, this purchase was negotiated.
- The Department of Recreation and Youth Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-6530-1301-56	$15,000.00

WATER – WATER RECLAMATION

(H1) P0200954 – ALLIED TECHNICAL SERVICES dba ALLIED PUMP RENTALS, CINCINNATI, OH

- Maintenance and repair services to the Hydrogen Sulfide Control Plan Speece Cone and Oxygen Controller as needed through 10/31/2021.
- These goods and services are required as part of the Hydrogen Sulfide Control Plan.
- Allied Technical Services dba Allied Pump Rentals is recommended by the Hydrogen Sulfide Control Plan Group for continuity of services and proven past performance; therefore, this purchase was negotiated.
- A cost sharing of the Hydrogen Sulfide Control Plan with Cargill and Tate & Lyle was previously negotiated and incorporated into the 3rd Amendment Agreement.
- This purchase order is in concurrence with the 3rd Amendment Agreement to the Hydrogen Sulfide Control Plan and Study Agreement which has been extended through October 31, 2021.
- This amendment increases the previously authorized amount of $3,200.00 by $25,000.00 for a total not to exceed $28,200.00 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	Infrastructure	55003-3460-1424-54-SF1415	$25,000.00

WATER – WATER RECLAMATION (CONTINUED)

(H2) P0201015 – CHEMICAL SERVICES, INC., HARRISON TOWNSHIP, OH

- Odor control chemicals as needed through 10/31/2021.
- These goods are required as part of the Hydrogen Sulfide Control Plan.
- Chemical Services, Inc. is recommended by the Hydrogen Sulfide Control Plan Group for continuity of services and proven past performance; therefore, this purchase was negotiated.
- A cost sharing of the Hydrogen Sulfide Control Plan with Cargill and Tate & Lyle was previously negotiated and incorporated into the 3rd Amendment Agreement.
- This purchase order is in concurrence with the 3rd Amendment Agreement to the Hydrogen Sulfide Control Plan and Study Agreement which has been extended through October 31, 2021.
- This amendment increases the previously authorized amount of $40,000.00 by $26,000.00 for a total not to exceed $66,000.00 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	Infrastructure	55003-3460-1424-54-SF1415	$26,000.00

(H3) P0201166 – ECO OXYGEN TECHNOLOGIES LLC, INDIANAPOLIS, IN

- Adding super oxygenated remediation well water to industrial wastewater gravity interceptor as needed through 10/31/2021.
- These goods and services are required as part of the Hydrogen Sulfide Control Plan.
- Eco Oxygen Technologies LLC is recommended by the Hydrogen Sulfide Control Plan Group for continuity of services and proven past performance; therefore, this purchase was negotiated.
- A cost sharing of the Hydrogen Sulfide Control Plan with Cargill and Tate & Lyle was previously negotiated and incorporated into the 3rd Amendment Agreement.
- This purchase order is an extension of P1800982, P1900077 and P1901030 and is to be in concurrence with the 3rd Agreement Amendment to the Hydrogen Sulfide Control Plan and Study Agreement which has been extended through October 31, 2021.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Infrastructure	55003-3460-1424-54-SF1415	$188,781.12

WATER – WATER RECLAMATION (CONTINUED)

(H4) P0201162 – PACE ANALYTICAL SERVICES, INC., ENGLEWOOD, OH

- Total sulfate and dissolved sulfide testing as needed through 10/31/2021.
- These services are required as part of the Hydrogen Sulfide Control Plan.
- Rates are in accordance with the City of Dayton's existing price agreement 20004S with pricing through 12/31/2023.
- A cost sharing of the Hydrogen Sulfide Control Plan with Cargill and Tate & Lyle was previously negotiated and incorporated into the 3rd Amendment Agreement.
- This purchase order is an extension of P1800988, P1900078, and P1901031 and to be in concurrence with the 3rd Amendment Agreement to the Hydrogen Sulfide Control Plan and Study Agreement which has been extended through October 31, 2021.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Infrastructure	55003-3460-1424-54-SF1415	$13,000.00

WATER – WATER SUPPLY AND TREATMENT

(H5) P0201158 – ARGUS GROUP HOLDINGS LLC dba PREMIER SAFETY, CHESTERFIELD, MI

- RKI Beacon Chlorine and Carbon Monoxide Detection Systems.
- These goods are required to minimze risk and exposue from the release of hazardous substances.
- Argus Group Holdings LLC dba Premier Safety is the sole regional authorized distributor of RKI brand gas detection systems; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	53000-3430-1411-54	$24,845.00

(H6) P0201018 – MATLOCK ELECTRIC COMPANY, INC., CINCINNATI, OH

- Bearings.
- These goods and services are required to replace the upper and lower bearings associated with the motor for High Service 6.
- Rates are in accordance with the City of Dayton's existing price agreement S20017 with firm pricing through 6/30/2021.
- This amendment increases the previously authorized amount of $9,227.00 by $5,240.00 for a total not to exceed $14,467.00 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	Other Equipment Maintenance	53000-3430-1167-54	$5,240.00

WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(H7) P0201139 – STS OPERATING, INC dba SUNSOURCE, HARRISON TOWNSHIP, OH

- Rehabilitate the Hydraulic Valve Operating Systems at the pump stations.
- These goods and services are required to keep pump stations operational.
- Rates are in accordance with the City of Dayton's existing price agreement S20018 with pricing through 6/30/2023.
- The Department of Water requests additional authority of $100,000.00 through 6/30/2023.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Equipment Maintenance	53000-3430-1167-54	$20,000.00
2021	Other Equipment Maintenance	53000-3430-1167-54	$40,000.00
2022	Other Equipment Maintenance	53000-3430-1167-54	$40,000.00
2023	Other Equipment Maintenance	53000-3430-1167-54	$20,000.00

(H8) P0201148 – TRUCK COUNTRY OF INDIANA, INC.dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- One (1) 2021 semi-tractor truck.
- This equipment is required to support the daily operations of the Division and will replace Unit #847 which will be disposed of in the best interest of the City.
- Rates are in accordance with the Ohio Department of Transportation (ODOT) Contract #023-21.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	53000-3430-1412-54	$126,975.00

WATER – WATER UTILITY FIELD OPERATIONS

(H9) P0201147 – JACK DOHENY SUPPLIES OHIO, INC., CINCINNATI, OH

- One (1) Easement machine with trailer.
- This equipment is required to support the daily operations of the Division and will replace Unit #2050 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio Term Schedule Contract #800724 and Index #STS670.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	55000-3445-1412-54	$42,516.50
2020	Motorized Equipment	58000-3445-1412-54	$42,516.50

(H10) P0201167 – PICKREL BROTHERS, INC., DAYTON, OH

- Four (4) Slim Fit 750 Weil McLain boilers and related items.
- These goods are required to replace boilers at Water Utility Fields Operations.
- Twenty-two (22) possible vendors were solicited and two (2) bids were received. This order establishes a price agreement per IFB N20028.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Infrastructure	53005-3445-1424-54-WF2007	$56,706.60

The aforementioned departments recommend approval of this order.

BACK

2.

City Manager's Report

From **3420 - Water/Water Engineering**

Date **October 14, 2020**

Expense Type **Contract Modification**

Total Amount **$ 73,020.00 (thru 12/31/2024)**

Supplier, Vendor, Company, Individual

Name **ARCADIS US, Inc.**

Address **100 Campus View Blvd., Suite 200**
Columbus, OH 43235

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Sanitary Capital Fund	55002-3420-1415-54-SF1506	$73,020.00

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

Description

PROFESSIONAL SERVICES AGREEMENT
PARALLEL SANITARY INTERCEPTOR SECTIONS 3 & 4
FIRST AMENDMENT

The Department of Water requests permission to enter into a First Amendment with ARCADIS US, Inc. in the amount of $73,020.00 to cover additional services/work needed for the design of the Parallel Sanitary Interceptor Sections 3 & 4, also referred to as Phases C & D. The plans were originally prepared and approved several years ago. Based on lessons learned from Phases A & B, modifications to the existing drawings are necessary. Secondly, additional permits were required for these two phases (CSX Transportation and Floodway Modeling) and permits acquired several years ago have since expired and had to be renewed (US Army Corp, Mussel Survey, and OEPA Section 401). Services will include completion of all necessary permits, revisions to the construction drawings, and additional Construction Phase Services.

The original Agreement was approved on July 29, 2015 in the amount of $826,980.00. This First Amendment will increase the contract amount to $900,000.00, modify the services to be performed, and extend the term to December 31, 2024.

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: 2020.10.02 10:13:24 -04'00'

Department
Shelley Dickstein

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
Digital Version Updated 04/2020

CERTIFICATE OF FUNDS

CT15-1207 CORD #1

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	7/29/2015
Expiration Date	12/31/2024
Original Commission Approval	$ 826,980.00
Initial Encumbrance	$ 826,980.00
Remaining Commission Approval	$ -

Original CT/CF	CT15-1207
Increase Encumbrance	$ 73,020.00
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: $ 73,020.00	Amount:
Fund Code 55002 - 3420 - 1415 - 54 - SF1506 - (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: ARCADIS U.S., Inc.

Vendor Address: 100 East Campus View Boulevard, Suite 200, Columbus, Ohio 43235
Street City State Zipcode + 4

Federal ID: 57-0373224

Commodity Code: 96895

Purpose: Amendment No.1 for Professional Services for the design of Parallel Interceptor Sections 3 & 4

Contact Person: Lisa Burton-Yates Water/Water Engineering (Department/Division) 10/2/2020 (Date)

Originating Department Director's Signature: Michael Powell Digitally signed by Michael Powell Date: 2020.10.06 05:56:33 -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.

Finance Director Signature 10/6/2020 Date

Tonia Williams 10/6/2020 Date CT15-1207 CF/CT Number CORD #1

CF Prepared by

10/6/2020

FIRST AMENDMENT TO THE
AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment is dated this _____ day of _____, 2020, between the City of Dayton, Ohio ("City") and Arcadis U.S., Inc., 100 East Campus View Boulevard, Suite 200, Columbus, OH 43235 (hereinafter referred to as the "Consultant").

WHEREAS, On July 29, 2015 the Commission of the City of Dayton, Ohio, approved an Agreement for Professional Services, CT15-1207, ("Agreement") between the City and Consultant; and

WHEREAS, The City desires additional professional services in connection with development of construction documents for the Parallel Sanitary Sewer Interceptor project in the City of Dayton, Ohio; and,

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

1. Article 1, Term is 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 December 31, 2024 whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

2. Article 2, Services To Be Performed By Consultant shall be amended to include the following:

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT
Consultant shall also perform the Services described in Attachment A (REVISED 09/03/2020), which is attached hereto and incorporated herein.

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

ARTICLE 3 - COMPENSATION
The total remuneration of this Agreement shall not exceed NINE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($900,000.00) for all services to be provided by Consultant pursuant to this Agreement. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

4. The City and Consultant hereby agree that Attachment A (REVISED 09/03/2020) and Attachment B (REVISED 09/03/2020), which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

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

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

CITY OF DAYTON, OHIO

_____
City Manager

Date:_____

ARCADIS US, Inc.

By: Peter G. Kruke

Its: Principal Engineer

APPROVED AS TO FORM AND CORRECTNESS:

9/25/2020

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

_____, 2020

Min./Bk.:_____ Page:_____

_____
Clerk of the Commission

ATTACHMENT A (Revised 9/3/2020)
TO
SCOPE OF SERVICES

City: **City of Dayton, Ohio**
Project: **Sanitary Sewer Interceptor – Contract B, C, & D**
Consultant: **ARCADIS**

This project consists of providing professional engineering and surveying services in order to design and prepare construction documents for a parallel intercepting sanitary sewer. The intercepting sewer shall be designed in accordance with details outlined within the Sanitary Sewer Master Plan adopted by the Department of Water. In general, overall project limits for surveying and design will include following the existing intercepting sewer from Broadway Pump Station to Deeds Point.

The overall project has been divided into four (4) Contract Phases. The phases consist of:

Segment	Consultant	Description	Approx. Length
A	RA Consultants	Broadway PS to Carmonte Siphon	5,000-ft
B, C, and D	ARCADIS	Carmonte Siphon to Longworth Siphon	16,900-ft
		TOTAL	**21,900-ft**

Ultimately, approximately 22,000 linear feet of interceptor sewer will be installed as part of this project. ARCADIS shall prepare construction plans and obtain necessary permits for portions B, C, and D of the Sanitary Sewer Interceptor Project. Permits shall include, but not be limited to, Ohio EPA PTI, RR Permits, US Army Corp, Mussel Survey, MCD, OEPA 401, ODOT, National Park Service, and Floodway Modeling). Coordination will be necessary with the Lead Consultant – RA Consultants (RA).

<u>Coordination/Member of Technical Team</u>

- Attend necessary meetings and participate in Technical Team as outlined by RA.
- Provide information for development of Technical Memo to be prepared by RA.
- Provide information for development of Post Construction Hydraulic Model to RA (as-built info from contract B, C, or D).

<u>Surveying/Design Phase (section B, C, and D)</u>

- Preliminary Alignment (Coordinate with RA)
- Geotechnical Survey (1 boring every 1,000-ft)

- Design Memorandum Detailing Design Criteria/Methodology
- 30% Complete Construction Plans
- 90% Complete Construction Plans + Specifications Submittal
- 100% Submittal. 1 Set 22"x34" Construction Plans + Final Specifications + Final Cost Estimate.
- Phase C & D – Proposed Improvement Comments (Figure 1) to refine initial design, drawings, specifications, and address additional permits
- As-built Plan (information to be provided to RA for development of the final InfoWorks model).

Bid Phase Services (section B, C, and D)

ARCADIS shall respond to any questions received from prospective bidders and assist the Division of Water Engineering to prepare addenda to clarify, correct or change contract documents. The consultant shall attend the pre-bid meeting and bid opening, assist in evaluation of bids, and assist the Department of Water in the recommendation concerning award of the construction contract.

Construction Phase Services (section B, C, and D)

ARCADIS shall provide technical/site engineer services during construction. Construction Phase Services may include but not limited to contractor pay estimate review, schedule review, shop drawing review, attend monthly progress meetings, prepare minutes of meeting notes, inspect work or materials, change order review, etc.

Water Main Design (section B, C, and D)

ARCADIS shall perform Water Main Design for relocation of existing water mains in sections B, C, and D.

FIGURE 1

ARCADIS Design & Consultancy for natural and built assets

Dayton Parallel Interceptor - Phase C & D Proposed Improvement Comments						Effort Required					
Items	Comment type	Sheet Number	Phase	Comment	Resolutions	Kube	Hunt	Fogle	Sub	Notes	Fee for each
				[illegible]	red sent items. Dayton felt should have been accomplished during original design			35			
1	Design	N/A	C	Need a plan sheet for 2nd different outfall locations, other than the Civil Profiles Sheets (C06/07/08). Each outfall is constructed differently and we need details on their construction of each. A couple outfalls may need more than an apron replacement. Will we need Pay Items.	Discussion: O&M costs can be agreed upon. The level of detail can be discussed. Full consult, each outfall or select outfalls.	2	2			[illegible]	$ 541
2	Design	N/A	C	Need a site plan sheet for the Wolf Creek JC. Will need to rebuild area if [illegible] Consider increasing it slightly to add 50 bridge.	Discussion: recently witnessed bridge excavator in the river moving sediment around the location of the wolf creek junction chamber.	8	8	16		[illegible]	$ 1,393
5	Design	N/A	C	For P4 C: Please have two 56" valves added to the bid items. One in each end of the relocated new water main. These valves will prevent us from having to drain and refill the entire 1400 ft of 36" main.			1	2			$ 271
6	Design	N/A	D	For the [illegible] Please add the proposed electric lines and water lines running to the [illegible] to relocate to phase D and not the water. Have Arcadis check with Mr. [illegible] See if MVE wants to be involved [illegible]		2	2	4			$ 854
7	Design	N/A	D	For Phase D: There is a 30" water main crossing at Sta 11+00. Details of this crossing [illegible]		2	2	2			$ 720
10	Design	G-03	C	Sequencing and Coordination – Time of year cts when can the water main be relocated? Time of year to construct the Wolf Creek JC, installing the boxes below the 3rd St bridge	Discussion: Consider lowering water main further. Would need to consider waterman near bridge piers.	2	2			[illegible]	$ 545
11	Design	G-03	C	Note Clay of [illegible] where the water main is excavated		2	2	4			$ 896
12	Drawing Note	G-03	C	Bypass water main requirements – the 20" had a 16" inside diameter and flow to DMU was marginal in September.	Discussion: can Dayton compose new requirements that are tailored accounting for the additional cross connections downstream of Phase C	1		1			$ 361
13	Drawing Note	G-03	C	[illegible]		3		1			$ 813
14	Drawing Clean-Up	C-01	C	On the existing water main, the 20" valve near Sta 105+00 was not installed.	Ensure Arcadis know how to edit the drawings to reflect construction. This was an outlier that weren't sure why it wasn't there.			0.5			$ 44
15	Drawing Note	C-01	C	Need to check "August Apron Block Over Proposed Interceptor" to make sure this does not cause any issues. From the profile view, the new box sewer will be above grade at this location. Water is already [illegible] the outfall and needs investigated	Verify this outfall to be removed (non-D&B).	0	0	0		Combine under item #1	$
	Change Request	C-01	C	The water main near Sta 3+00 is particularly close to edge of river. Can we have our contractors [illegible]	Discussion: Consider lowering water main further. Would need to consider waterman near bridge piers. MCD doesn't like rip rap along edge of park.	8		10			
	Drawing Clean-Up	C-02	C	The [illegible]	Sound shoring be assumed to be used by contractor? If MCD shows it rip rap to toe bank	2	2	6			
20	Permit	C-02	C	At Sta 12+75, shows a 12" pressure that needs relocated. Should guess that this needs to be done by vacuum excavation. Is this really the same if it goes under the existing box sewer? Do we provide an alternative for this? What type of area can this be done?		1	0	0			$ 175
21	Drawing Note	C-02	C	The new box sewer is very close to the existing water main. Need note that the water main will be located prior to installation. Main to be protected with shoring.	Discuss team's strategy for determining when their relocation is prior to the. Perhaps new sewer alignment requires adjustment the strategy. (?)	2	1	0.5			$ 361
22	Drawing Note	C-03	C	The new box sewer is very close to the existing water main. Need note that the water main will be located prior to installation and protected with shoring.	Same as item 21			0.5			$ 44
23	Drawing Note	C-03	C	Same as item #19 for 24" death located. Per Sections detail on sheet C-04, we need to extend it. Open deflection. Need additional notes, such as restrain joints, thrust blocks required, need one full length of pipe from the top 45-deg bend, etc.	additional detail can be added to drawings. Note 5th street bridge	1		1			$ 252
24	Permit	C-04	C	The new box sewer is at grade over much of this depth. Is that acceptable? Or do we provide the 12 x 4 box?	perhaps good idea for people	1	1	5			$ 721
26	Drawing Note	C-06	C	[illegible]	Same as item 16	0	0	0		Combine under item #16	$
27	Drawing Note	C-10	C	Add note that concrete thrust blocks required at all horizontal bends.		0.5	0	0.5			$ 181
28	Design	S-07 thru 09	C	Need to revise top section hatch detail. This JC will be submerged and covered with sediment / gravel during high rain events. Junction chamber will be subject to surcharging, especially at the junction. We have found out that the aluminum hatches are not water tight and should leak out.	These hatches can be updated to reflect solution from Phase A and B. Otherwise this discussion is the same as item 2	0	0	0		Combine under item #2	$
32	Design	G-03	D	Details: At the bends in the pipes during Phase D, create detailed bend details and needed so that people can see what is a transition. These are several bends that may need to be built in the field. Wolf Creek, Sta 21+00 (?) and will check have a detail on it. Should be discussed with [illegible]	good suggestion to discuss with the current manufacturer.	4	2	8		[illegible]	$ 1,597
33	Design	G-03	D	#2 Stone – There will be soft spots in excavation, especially where there is high ground water, like under bridges and along River Rue. Allow for #2 stone to be installed as a foundation.	Did costs can be added to project	2					$ 560
34	Design	G-03	D	Outfalls – Recommend we have a plan sheet on the outfalls (besides the civil sheets), configuration ranges from pipe above the bike path to pipes below concrete to arched concrete bridges. Some of the outfalls have an arched bridge, loading on top of the arch with a concrete truck or vac truck is a concern.	Same as item 1	0	0	0		Combine under item #1	$

FIGURE 1 - Continued

ARCADIS Design & Consultancy for natural and built assets

Dayton Parallel Interceptor - Phase C & D Proposed Improvement Comments						Effort Required					
Items	Comment type	Sheet Number	Phase	Comment	Resolutions	Kube	Hunt	Fogle	Sub	Notes	Fee in work
35	Permit	G-03	D	[illegible] permits.	Yes. MCD is required. USACE has delegated to local floodplain managers and MCD. These are being acquired.	8	0	0		We are [illegible] Some of the issues and [illegible] (MS4) permitting [illegible] and with a few above to their construction. The MS4 survey [illegible] occurred at the end of last year. Probably permitting wasn't necessary with phase D	
36	Design	G-03	D	River Run (& Metro Parks at the loop)		4	4	0			$ 2,140
	Design	G-03	D	Proposed Yard Hydro - Need more detail on layout of piping, incl. MCD trunk mains for relocation of any.	Will discuss further with MCD. Not closed. City is required on level pipes.	4	2	6			$ 1,050
40	Design	C-01 & 02	D	Looks like there is someone will between the bike path and edge of river that only need removed and rebuilt.	Will investigate. Wall seems to be on the east side (riverside) of existing interceptor.	4	4	7		Is this having an for structural, like Dowe	
41	Drawing Clean-Up	C-01 & 02	D	Bank protect on trees removed and replaced	Will cover up	1	7	6			$ 1,250
42	Drawing Clean-Up	C-07	C	[illegible]		2					$ 206
44	Design	C-03	D	The River Run [illegible]	For discussion	4	4	8			$ 350
	Permit	C-03	D	[illegible]		4					$ 1,171
45	Design	C-03	D	The existing pipe covered with concrete needs removed and dumped on the outside of the new wall.	For additional note to contractor of specialized demolition thereof			0.5			$ 44
46	Design	C-05	D	For the [illegible]	for discussion	16		8		This has been the unknown construction with the hospital and possibly [illegible] to create another CLOD view where we check the contractor to [illegible] pipe the storm between manholes higher in the system. Perhaps the large storm pipe south be slammed up one pumper to river temporarily until gravity pipe through construction site to river	$ 3,503
47	Permit	C-04	D	Area under I-75 Bridge is a wetlands. Can it be a area be built up with concrete or specialized matting to install pipe over the area?	For discussion	2					$ 350
48	Design	C-05	D	Manhole [illegible]	For discussion	8		16		It would be good to get the meters drawings and submittal for the [illegible] system. I don't know how easy it would be to pump that through Mr. [illegible]. I do NOT think that surveying in the gauge is will be necessary	$ 2,054
49	Design	C-06	D	Need to show power supply to the [illegible] to be relocated. There are [illegible] on top of the new. Make sure [illegible]	We need new data	2		2			$ 524
50	Drawing Note	C-06	D	Was the high service 36" water main published? Need to make note to take extra precaution around this main, it is a high pressure shut off main.		2	2	0			$ 525
51		S-07	D	[illegible]	Lets discuss alternative solutions. The flume would divert or [illegible] perforce path for sewage.	2	0	0.5			$ 262
52		S-08	D	[illegible]	Same as item 2	0	0	0		Reverse order item 42	$ -
53	Design	N/A	C	Before page of the outfall, [illegible]						Discuss on [illegible]	
54	Drawing Note	G-03	C	Contractor shall provide picking box cover every 200 ft and at any outfall or overflow locations and depth of existing box sewer prior to submittal of the layout schedule and layout. GPS coordinates shall be taken and provided to the Engineer. The edge sewers of the river shall be marked and staked for reference purposes.				0.5			$ 44
56	Drawing Note	G-03	C	Wet Weather / Rain Event Operations - this detail will be under water if we have several inches of rain. Need Any water sign to be placed prior to any "breakout" heavy rain and water event.				0.5			$ 44
57	Drawing Note	G-03	C	Make a general note that the box sewers will be constructed for traffic loading, and in addition to the factory supplied rubber gasket, an additional seal will be made with "Dozefoil Mastic or equal"		1		0.5			$ 219
59	Drawing Note	C-01	C	Detail Note that shows the 36x30 TSW in the B-1 [illegible] Show location where the bore [illegible] with detail along with the size of the thrust block				0.5			$ 44
60	Drawing Note	C-01	C	Make note that the existing 30" water main to be relocated and a bypass pipe is required.			1	0.5			$ 131
62	Drawing Note	C-02	C	Need to revise the note on the 14x30 TSW, also the 30" typo.				0.5			$ 44
63	Design	C-02	C	[illegible]		0	0	0		Remove above	$
64	Drawing Clean-Up	C-03	C	Move the MH to the [illegible]		0	0	0		Corrects order item #50	$ -

FIGURE 1 - Continued

ARCADIS Design & Consultancy for natural and built assets

Dayton Parallel Interceptor - Phase C & D Proposed Improvement Comments						Effort Required					
Items	Comment type	Sheet Number	Phase	Comment	Resolutions	Kube	Hunt	Fogle	Sub	Notes	Fee to earn
65	Drawing Note	C-03	C	The existing box sewer at Clover St could be 6'2" x 5'8" per record drawings				0.5			$ 44
66	Drawing Clean-Up	C-03	C	Was the 42" depth confirmed? The 42 x 96 carries that looks right.	Further evaluation is currently underway.	0.5					$ 44
67	Drawing Note	C-05	C	What is the river grade at the 3rd St Bridge is rebuilt?		1				already added to the latest comments	$ 175
68	Drawing Note	C-09	C	Make a disclaimer that the profiles are not intended to show conditions of the river and banks, only bridge heights and profiles				0.5			$ 44
69	Drawing Note	C-10	C	Need to add knuckle angle		0.5		0.5			$ 131
71	Design	C-10	C	On the southwest, need to verify that the new connection to CDHP has the existing value		0.5		0.5			$ 131
72	Drawing Note	C-10	C	On the north end, need to correct note of the 30" TVS and 30" bypass				0.5			$ 44
73	Design	C-11	C	>75 lb dipe picture needs updated.		4		0.5			$ 744
75	Design	S-05 & 06	C	Need to add / show a MH on the side where the box will be connected to the tie-in piece				0.5			$ 44
76	Drawing Note	G-02	D	Pre-construction pictures - Need to add requirement that the contractor shall document existing conditions. Concrete deep properties of levees has deteriorated at several places		1					$ 134
78	Drawing Note	G-03	D	Note on the sheet: At the end of the project, Clean Rivers will be responsible for the bike path and be asked to pick up the entire construction area. Clean Rivers will be responsible for the bike path. Note: Contractor is responsible for the bike path and for whatever will be left, regardless of who is responsible		1					$ 175
80	Design	G-03	D	Wet Wells - Need to add a detail of a typical installation of the wet well and the bypass line on the plans. Provide a detail of the connection to the existing wet well. Note: Mike Hill is the lead on this		0	0	0		Concrete is the item #81	$
82	Drawing Note	G-03	D	Abandoned Pipes - Need to add note to cut & plug		1	0	0			$ 175
83		G-03 / C-02 & 03	D	Bank Erosion - The levee at the west Wolf Creek is about 1.5 feet given to bank. Construct a 30 x 6 x 6 concrete wall on the bank and backfill with [illegible] of layers	Shall we demand sheet piling?	4	2	1			$ 369
84	Permit	G-03	D	Bank Armor / Revetments - Most of the stretch between Wolf Creek and Monument has a wall along the river's edge. Between the wall and bike path is concrete block used to protect the bank and levy. Need direction from MCD on how to replace this (in kind?).		4	0	0			
85	Design	C-05	D	Need our standard lowering detail for the 30" water main lowering.	Dayton Standard Details are directed to the contractor	1	0	0			$ 175
87	Drawing Note	S-04	D	Make note of the type of the proposed interceptor as (d) 30" Ductile Iron pipes.				0.5			$ 44
88	Design	S-05	D	Show a manhole or bulkhead on both ends of the bypass line. Install a barrel / cone above each manhole to allow access to each		0	0	0			$
89	Drawing Clean-Up	G-02	C	Monier Park St. was removed when the [illegible] was installed. The road will be improved with the Third Street Bridge Project. Coordinate plans with the Third St Bridge Project.		1	2	1			$ 483
92	Drawing Note	G-02	C	What are all the S-2 & S-7 dimensions? Are these standard?				0.5			$ 44
93	Drawing Clean-Up	G-04	C	The [illegible] of the [illegible] sheet is "Phase C", but [illegible] sheet is "Phase B"				0.5			$ 44
94	Design	C-03	C	The [illegible] Wolf Creek [illegible] Bridge Blvd and need to be relocated. The top of the box culvert will be raised 22.45 which is roughly [illegible] as the [illegible] will have side walls [illegible] to the [illegible] bike path [illegible]	Will coordinate with Water Replacement Gateway and Water engineering	0	0	0			
97	Drawing Clean-Up	C-03	C	Wording correction from "See detail on Sheet C-03" to "See cross section on Sheet C-03".				0.5			$ 44
					SUBTOTAL	125	48	160.5	0		

Dayton Parallel Interceptor - Additional Tasks Required to Address Comments Above						
Task	Kube	Hunt/ other	Fogle	Sub	Notes	Fees
Additional Hoodway Modeling (discussed in item 35 above)- using only existing model, no additional survey of river					104 hours for 317,800 + 2 meetings @ 15,435.M 2 meetings	$ 52,035
Meetings	24	24			Attendance & meetings, prep, and minutes	$ 8,580
SUBTOTAL	24	24	0			
TOTAL HOURS	149	72	160.5		Hours to complete all items	$ 42,142
FEE TOTAL						$ 60,721

TO
AGREEMENT FOR ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Sanitary Sewer Interceptor – Contract B, C, & D
Consultant: ARCADIS

COMPENSATION

Item	Description	Total
1	Coordination/Member of Technical Team	$ 10,800.00
2	Surveying/Design Phase	$ 599,512.00
3	Bidding and Construction Administration Support	$ 157,600.00
4	Water Main Design (Section B, C, & D)	$ 57,950.00
5	Permits & Floodway Modeling (Section B, C, & D)	$ 67,393.00
	Subtotal	$ 893,255.00
6	Contingency	$ 6,745.00
TOTAL		**$ 900,000.00**

0099102.0001

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this 20 day of August, 2015, between the City of Dayton, Ohio, ("City"), and ARCADIS US, Inc., a Delaware Corporation with an office at 100 East Campus View Blvd, Suite 200, Columbus, Ohio 43235 (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, The City desires certain professional services in connection with development of construction documents for the Parallel Sanitary Sewer Interceptor project in the City of Dayton, Ohio; and,

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

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

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 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, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services that are described in attachment A, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration of this Agreement shall not exceed EIGHT HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED EIGHTY DOLLARS AND ZERO CENTS ($826,980.00) for all services to be provided by Consultant pursuant to this Agreement. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and the City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by Consultant's negligent or willful acts, errors, or omissions.

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

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE

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

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

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

ARTICLE 8. CONFIDENTIALITY

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

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and excusive 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

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.

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: ARCADIS US, Inc.
100 E. Campus View Blvd
Suite 200
Columbus, Ohio 43235
Attention: Mr. Jim Hays, Vice President

City: City of Dayton, Department of Water
320 West Monument Avenue
Dayton, Ohio 45402
Attention: Tammi Clements, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

WITNESSED BY:

ARCADIS US, Inc.

By: _____

Its: Vice President

WITNESSED BY:

CITY OF DAYTON, OHIO

for _____

City Manager

Date: 8-20-15

APPROVED AS TO FORM AND CORRECTNESS

_____

City Attorney

APPROVED:

_____

Director, Department of Water

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

July 29, 2015

Min./Bk.: T-14 Page: _____

_____

Clerk of the Commission

ATTACHMENT A
TO
SCOPE OF SERVICES

City: **City of Dayton, Ohio**
Project: **Sanitary Sewer Interceptor – Contract B, C, & D**
Consultant: **ARCADIS**

This project consists of providing professional engineering and surveying services in order to design and prepare construction documents for a parallel intercepting sanitary sewer. The intercepting sewer shall be designed in accordance with details outlined within the Sanitary Sewer Master Plan adopted by the Department of Water. In general, overall project limits for surveying and design will include following the existing intercepting sewer from Broadway Pump Station to Deeds Point.

The overall project has been divided into four (4) Contract Phases. The phases consist of:

Segment	Consultant	Description	Approx. Length
A	RA Consultants	Broadway PS to Carmonte Siphon	5,000-ft
B, C, and D	ARCADIS	Carmonte Siphon to Longworth Siphon	16,900-ft
		TOTAL	**21,900-ft**

Ultimately, approximately 22,000 linear feet of interceptor sewer will be installed as part of this project. ARCADIS shall prepare construction plans and obtain necessary permits for portions B, C, and D of the Sanitary Sewer Interceptor Project. Coordination will be necessary with the Lead Consultant – RA Consultants (RA).

Coordination/Member of Technical Team

- Attend necessary meetings and participate in Technical Team as outlined by RA.
- Provide information for development of Technical Memo to be prepared by RA.
- Provide information for development of Post Construction Hydraulic Model to RA (as-built info from contract B, C, or D).

Surveying/Design Phase (section B, C, and D)

- Preliminary Alignment (Coordinate with RA)
- Geotechnical Survey (1 boring every 1,000-ft)
- Design Memorandum Detailing Design Criteria/Methodology

- 30% Complete Construction Plans
- 90% Complete Construction Plans + Specifications Submittal
- 100% Submittal. 1 Set 22"x34" Construction Plans + Final Specifications + Final Cost Estimate.
- As-built Plan (information to be provided to RA for development of the final InfoWorks model).

Bid Phase Services (section B, C, and D)

ARCADIS shall respond to any questions received from prospective bidders, and assist the Division of Water Engineering to prepare addenda to clarify, correct or change contract documents. The consultant shall attend the pre-bid meeting and bid opening, assist in evaluation of bids, and assist the Department of Water in the recommendation concerning award of the construction contract.

Construction Phase Services (section B, C, and D)

ARCADIS shall provide technical/site engineer services during construction. Construction Phase Services may include but not limited to contractor pay estimate review, schedule review, shop drawing review, attend monthly progress meetings, prepare minutes of meeting notes, inspect work or materials, change order review, etc.

CFD Analysis (section B, C, and D)

ARCADIS shall perform Computational Fluid Dynamic (CFD) anlaysis/modeling of hydraulic structures for sections B, C, and D. Specifically, the siphon structures associated with Segments B, C, and D will be modeled. Results shall be submitted as a technical memo. The CFD modeling is a valuable addition to the scope of this project. It efficiently checks behavior of not only liquid, but also air flow in a sealed interceptor. Changes that reduce turbulence would drastically reduce the release of H2S gas and subsequent corrosion.

SCOPE OF SERVICES
ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES

City: **City of Dayton, Ohio**
Project: **Sanitary Sewer Interceptor – Contract B, C, & D**
Consultant: **ARCADIS**

COMPENSATION

Item	Description	Total
1	Coordination/Member of Technical Team	$ 10,800.00
2	Surveying/Design Phase	$ 560,800.00
3	Bidding and Construction Administration Support	$ 110,100.00
4	Optional Services - CFD Analysis (Section B, C, & D)	$ 55,000.00
5	PTI Fee to Ohio EPA (Section B, C, & D)	$ 15,100.00
	Subtotal	$ 751,800.00
6	Contingency @ 10%	$ 75,180.00
TOTAL		**$ 826,980.00**

CERTIFICATE OF FUNDS

CT151207

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	07/29/15
Expiration Date	12/31/20
Original Commission Approval	$ 826,980.00
Initial Encumbrance	$ 826,980.00
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: $ 826,980.00

Fund Code 55002 - 3420 - 1415 - 54 - SF1506 - ____
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: ARCADIS US, Inc.

Vendor Address: 100 E. Campus View Blvd., Suite 200 Columbus, OH 43235
Street City State Zipcode + 4

Federal ID: 57-0373224

Commodity Code: 96896

Purpose: Award of Contract for Parallel Sanitary Interceptor (Section 2, 3, & 4)

Contact Person: Aaron Zonin, Chief Engineer Water/Water Engineering 7/17/15
Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully 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 7-21-15
Date

CF Prepared by 7/20/15 CT151207
Date CF/CT Number

Recd 7/20/15 7/20/15

COMMISSION
JUL 29 2015
CALENDAR

2.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date July 29, 2015

FROM: Water / Water Engineering
Department/Division

Code 55002-3420-1415-54-SF1506

Fund Title 2015 Sanitary Capital Fund

(CHECK ONE)

Amount $ 826,980.00 (thru 12/2020)

☐ Purchase Order ☐ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☐ Award of Contract ☐ Payment of Voucher

☑ Other Professional Service Agreement

Supplier/Vendor/Company/Individual:

NAME ARCADIS US, Inc.

ADDRESS 100 E. Campus View Blvd., Suite 200
Columbus, OH 43235

Justification and description of purchase, contract or payment:

PROFESSIONAL SERVICES AGREEMENT FOR PARALLEL SANITARY INTERCEPTOR SECTION 2, 3, & 4

The Department of Water requests permission to enter into an Agreement with ARCADIS US, Inc. in the amount of $826,980 for professional engineering services. This agreement is for professional engineering and field surveying services related to the development of construction documents, permitting, and hydraulic modeling & analysis for construction of a parallel sanitary intercepting sewer. Construction limits include installation of pipe and appurtenances that will parallel the existing Intercepting Sewer from Broadway Pump Station to Deeds Point along the Great Miami River (approximately 22,000-ft).

ARCADIS US, Inc. was chosen in response to the Request for Proposal Process (RFP 15022D). Construction limits were divided into four (4) sections. ARCADIS US, Inc. had the best combination of approach, expertise, and resources to meet City of Dayton objectives for the project and provided the lowest fee in the proposal response for three (3) of the four (4) sections. ARCADIS US, Inc. will prepare construction documents for three (3) sections of the parallel sanitary intercepting sewer (approximately 17,000-ft)

This project is being fully funded using 2015 Sanitary Capital Funds and will augment the Department's Capital Improvement Plan and is identified within the Sanitary Sewer Master Plan.

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

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

Rachella Lavender
Clerk

July 29, 2015
Date

Scott D. Nelson
Division

Department

City Manager

FORM NO. MS-16

BACK

City Manager's Report

3.

From 6450 - PW/Civil Engineering

Date October 14, 2020

Expense Type Award of Contract

Total Amount $823,944.24 thru May 31, 2023

Supplier, Vendor, Company, Individual

Name Capital Electric Line Builders, Inc.

Address 3150 Encrete Lane
Dayton, Ohio 45439

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Street Light Assessment - District A	22125-6450-1424-54	$ 100,000.00
Street Light Assessment – District B	22126-6450-1424-54	$ 408,059.62
Street Lighting Conversion	42205-6450-1424-54	$ 315,884.62

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

Description

STREET LIGHT REPLACEMENT- PHASE 6
(10% SBE & 5% MBE PARTICIPATION GOAL/ 0% SBE & 0% MBE PARTICIPATION ACHIEVED)

This project consists of the replacement of City-owned street lighting luminaries with Light-Emitting Diode (LED) luminaries citywide.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Capital Electric Line Builders, Inc., in the amount of $823,944.24, the base bid. The estimated cost for the project was $905,000.00. The time bid for completion is May 31, 2023.

This project is being funded using Street Light Special Assessment Funds.

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

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

CT20-2653

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	May 31, 2023
Original Commission Approval	$823,944.24
Initial Encumbrance	$823,944.24
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: $ 100,000.00 (1)	**Amount:** $408,059.62 (2)
Fund Code 22125 - 6450 - 1424 - 54 - ____ - ____ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code 22126 - 6450 - 1424 - 54 - ____ - ____ (Fund, Org, Acct, Prog, Act, Loc)
Amount: $ 315,884.62 (3)	**Amount:**
Fund Code 42205 - 6450 - 1424 - 54 - ____ - ____ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: Capital Electric Line Builders, Inc. (937) 424-2550

Vendor Address: 3150 Encrete Lane (Street) Moraine, (City) Ohio (State) 45439 (Zipcode + 4)

Federal ID: 48-0771042

Commodity Code: 96851

Purpose: Street Light Replacement Phase 6
(10% SBE & 5% MBE Participation Goal)

Contact Person: David Escobar Public Works/Civil Eng. (Department/Division) 333-3849 (Phone Number)

Originating Department Director's Signature: [signature] 10-2-2020 (Date)

SECTION II - to be completed by the Finance Department

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

[signature] 10/6/2020
Finance Director Signature Date

[signature] 10/6/2020 CT20-2653
Finance Department

KB 5-1 10-06-2020

MEMORANDUM DAYTON

Date: September 29, 2020

TO: Fredrick M, Stovell, Director
Public Works

FROM: Erica Fields, Executive Director
Human Relations Council

RE: **HRC Response to Street Light Replacement Phase 6 Recommendation Award**

The Human Relations Councils (HRC) supports the Department of Civil Engineering's recommendation to award the above mentioned project to the low bidder.

Capital Electric was the lowest and best bidder on Street Light Replacement-Phase 5 Re-Bid (CT19-2333) & Street Light Replacement Phase 4 (CT7-1692). On CT19-2333, Capital Electric exceeded the 20% MBE by achieving 59% PEP participation. On CT17-1692, Capital Electric exceeded the 20% MBE by achieving 35% PEP participation. However, on Street Light Replacement Phase 6, Capital Electric fell short of the 10%SBE & 5%MBE project goal as well as failed to submit a valid waiver.

Despite the Capital Electric short fall, HRC supports the Department of Civil Engineering recommendation to move forward with the contractor. Over the past three years, the Department of Public Works has demonstrated their good faith effort to increasing PEP participation throughout their department spend. The Department of Public Works has achieved all participation spend goals set by HRC from 2017 - 2019. In 2017, the Department PEP spend goal was 25% and the Department of Public Works achieved 26.24% PEP participation. In 2018, the Department PEP spend goal was 26% and the Department of Public Works achieved 51.78% PEP participation. In 2019, the Department PEP goal was 19% and the Department of Public Works achieved 19% PEP participation.

When a Department present supporting information, the HRC will evaluate the totality of circumstances, including past performance of the requesting Department and the recommended Contractor. Although this reponse memo does not change the HRC's intial participation evalution process, both the Department of Public Works and Capital Electric have demonstrated their contiuning commitment to diversifying the City of Dayton's spend with PEP certified firms.

For the achievements listed above, we support the Department of Civil Engineering recommendation.

MEMORANDUM | DAYTON

September 25, 2020

TO: Erica Fields, Executive Director
Human Relations Council

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

SUBJECT: Street Light Phase 6 Recommendation of Award

The Department of Public Works, Division of Civil Engineering, is recommending the award of the Street Light Phase 6 Contract to the low bidder, Capital Electric Line Builders, Inc. This vendor has participated and won 3 of the previous 5 phases, all of which met goals due the work type that is not contained in Phase 6. Phase 5 had to rebid to include the additional work in order to meet the goals assigned.

It is the Department's determination that the goals set for this project were unattainable due to the specific nature of the products and services requested in comparison to the availability of qualified PEP certified companies given the required program parameters. Both of the submitting vendors determined there was an inability to locate certified companies that would not be direct competitors and would dramatically impact total project costs. Some of this was based on outreach to vendors and some was a determinant based on experience from the previous 5 phases of this project. Current economic conditions and workload were two factors that kept two previously used SBE's from submitting on this phase.

Re-bidding this project would hinder the Department's ability to meet the expected outcomes outlined in the Street Light Special Assessment and jeopardize future efforts to renew this Assessment. Understandably, it is always our desire to exceed the goals provided; however, we believe that we have made every good faith effort on this project by meeting goals in five of the six phases with exceeding the SBE goal in two of those five phases.

If you have any questions or need further clarification please contact me at x4071.

FMS/dee

CAPITAL ELECTRIC
Line Builders, Inc.

September 2, 2020

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

RE: the 10% SBE and the 5% MBE on this project:

Capital Electric Line Builders is requesting a waiver for this Minority participation as per the following unable to achieve.

1.) We are unable to purchase material for the project from a supplier that meets the minority requirements.

2.) We are unable to sublet work to the other contractors that can perform this work. Bansal MBE, Reece Electric SBE and Security Fence SBE these are our competitors and if we shear this project it would be a conflict of interest.

Sincerely,

CAPITAL ELECTRIC LINE BUILDERS

Stephen E Taulbee, Operations Manager

Dayton
3150 Encrete Lane (45439)
P.O. Box 1353
Dayton, OH 45401
Phone (937) 424-2550
Fax (937) 297-1365

Corporate
4400 N.W. Mattox Road
Riverside, MO 64150
Phone (816) 389-4000
Fax (816) 329-8260

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Dayton Street Light Replacement Phase 6

Bidder Capital Electric Line Builders, Inc

Street Light Replacement Phase 6 (#7229367)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
09/03/2020 12:00 PM EDT

					Engineer Estimate		Capital Electric Line Buiders, Inc		Jess Howard Electric Co	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Maintaining Traffic										
	614	Maintaining Traffic	Lump	1	$48,900.00	$48,900.00	$15,086.42	$15,086.42	$57,030.00	$57,030.00
Audubon Park										
	625	Replacement of 100 Watt High Pressure Sodium Luminaire	Each	8	$1,500.00	$12,000.00	$488.22	$3,905.76	$537.00	$4,296.00
Beerman Avenue										
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	9	$350.00	$3,150.00	$269.28	$2,423.52	$466.00	$4,194.00
Central Business District										
	625	Replacement of 150 Watt High Pressure Sodium Cobra Luminaire	Each	5	$350.00	$1,750.00	$213.66	$1,068.30	$570.00	$2,850.00
	625	Replacement of 200 Watt High Pressure Sodium Cobra Luminaire	Each	2	$350.00	$700.00	$251.12	$502.24	$708.00	$1,416.00
	625	Replacement of 250 Watt High Pressure Sodium Cobra Luminaire	Each	19	$350.00	$6,650.00	$269.28	$5,116.32	$478.00	$9,082.00
	625	Replacement of 400 Watt High Pressure Sodium Cobra Luminaire	Each	377	$350.00	$131,950.00	$360.08	$135,750.16	$702.00	$264,654.00
	625	Replacement Luminaire of 70 Watt High Pressure Sodium Decorative Luminaire	Each	178	$1,200.00	$213,600.00	$929.74	$165,493.72	$1,248.00	$222,144.00
Cleveland Avenue										
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	4	$1,250.00	$5,000.00	$269.28	$1,077.12	$470.00	$1,880.00
Edwin C. Moses Boulevard Bridge over Wolf Creek										
	625	Replacement of 250 Watt Metal Halide Cobra Luminaire	Each	6	$1,000.00	$6,000.00	$768.57	$4,611.42	$1,021.00	$6,126.00
Edwin C. Moses Boulevard South of Stewart Street										

Street Light Replacement Phase 6 (#7229367)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
09/03/2020 12:00 PM EDT

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$4,000.00	$8,000.00	$2,554.89	$5,109.78	$2,210.00	$4,420.00
Fifth Street Bridge over the Great Miami River										
	625	Replacement of 150 Watt High Pressure Sodium Cobra Luminaire	Each	16	$500.00	$8,000.00	$768.57	$12,297.12	$994.00	$15,904.00
	625	Replacement of 250 Watt High Pressure Sodium Cobra Luminaire	Each	5	$1,000.00	$5,000.00	$768.57	$3,842.85	$1,090.00	$5,450.00
Findlay Street Bridge over the Mad River										
	625	Replacement of 150 Watt High Pressure Sodium Decorative Luminaire	Each	12	$350.00	$4,200.00	$897.96	$10,775.52	$1,143.00	$13,716.00
Gettysburg Avenue at Hoover Street										
	625	Decorative Light Pole and Luminaire (Materials only)	Each	6	$3,500.00	$21,000.00	$5,805.53	$34,833.18	$5,984.00	$35,904.00
Gettysburg Avenue South of U. S. Route 35										
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	3	$3,500.00	$10,500.00	$2,552.62	$7,657.86	$2,265.00	$6,795.00
Great Miami Boulevard										
	625	Replacement of 250 Watt High Pressure Sodium Cobrahead Luminaire	Each	4	$350.00	$1,400.00	$269.28	$1,077.12	$456.00	$1,824.00
	625	Replacement of 250 Watt High Pressure Sodium Decorative Luminaire	Each	30	$1,200.00	$36,000.00	$1,825.25	$54,757.50	$1,707.00	$51,210.00
Harries Street/St. Clair Street										
	625	Replacement of 400 Watt High Pressure Sodium Luminaire	Each	13	$350.00	$4,550.00	$360.08	$4,681.04	$581.00	$7,553.00
Hawthorn Village										
	625	Replacement of 100 Watt Metal Halide Decorative Luminaire	Each	16	$1,200.00	$19,200.00	$949.03	$15,184.48	$1,142.00	$18,272.00

Street Light Replacement Phase 6 (#7229367)										
Owner: City of Dayton Ohio										
Solicitor: Dayton OH, City of										
09/03/2020 12:00 PM EDT										
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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Home Avenue and James H. McGee Boulevard Intersection										
	625	Replacement of 400 Watt High Pressure Sodium Luminaire	Each	4	$350.00	$1,400.00	$360.08	$1,440.32	$826.00	$3,304.00
James H. McGee Boulevard Extension										
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	14	$350.00	$4,900.00	$242.04	$3,388.56	$449.00	$6,286.00
Josie Street										
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$3,500.00	$7,000.00	$1,858.00	$3,716.00	$3,401.00	$6,802.00
Keowee Street										
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	11	$350.00	$3,850.00	$213.66	$2,350.26	$437.00	$4,807.00
Keowee Street Bridge over the Mad River										
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	6	$350.00	$2,100.00	$269.28	$1,615.68	$555.00	$3,330.00
Liscum Drive										
	625	Replacement of 150 Watt HPS Luminaire	Each	9	$350.00	$3,150.00	$253.39	$2,280.51	$426.00	$3,834.00
Monument Avenue Bridge over the Great Miami River										
	625	Replacement of 150 Watt Metal Halide Decorative Luminaire	Each	28	$1,200.00	$33,600.00	$1,139.71	$31,911.88	$1,052.00	$29,456.00
Needmore Road										
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$4,000.00	$8,000.00	$2,738.76	$5,477.52	$2,926.00	$5,852.00
North James H. McGee Boulevard										
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$4,000.00	$8,000.00	$4,282.36	$8,564.72	$4,466.00	$8,932.00

Street Light Replacement Phase 6 (#7229367)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
09/03/2020 12:00 PM EDT

					Engineer Estimate		Capital Electric Line Buiders, Inc		Jess Howard Electric Co	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
North Main Street										
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	29	$350.00	$10,150.00	$269.28	$7,809.12	$475.00	$13,775.00
North Main Street at I75										
	625	Replacement of 250 Watt High Pressure Sodium Cobra Luminaire	Each	13	$350.00	$4,550.00	$277.22	$3,603.86	$489.00	$6,357.00
	625	Replacement of 70 Watt Metal Halide Decorative Luminaire	Each	8	$1,200.00	$9,600.00	$896.82	$7,174.56	$1,297.00	$10,376.00
	625	Replacement of 70 Watt Metal Halide Wall Pack Luminaire	Each	10	$800.00	$8,000.00	$558.76	$5,587.60	$555.00	$5,550.00
Park Drive										
	625	Replacement of 50 Watt High Pressure Sodium Luminaire	Each	25	$1,000.00	$25,000.00	$1,751.48	$43,787.00	$2,627.00	$65,675.00
Patterson Boulevard and Stewart Street Intersection										
	625	Replacement of 400 Watt High Pressure Sodium Luminaire	Each	4	$350.00	$1,400.00	$360.08	$1,440.32	$818.00	$3,272.00
Patterson Road										
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	23	$350.00	$8,050.00	$269.28	$6,193.44	$473.00	$10,879.00
Pritzinger Lane										
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	4	$350.00	$1,400.00	$213.66	$854.64	$416.00	$1,664.00
Riverside Drive over Wolf Creek										
	625	HAPCO Aluminum Pole (Materials Only)	Each	6	$3,000.00	$18,000.00	$2,837.50	$17,025.00	$3,002.00	$18,012.00
	625	HAPCO Aluminum Luminaire Arm (Materials Only)	Each	14	$500.00	$7,000.00	$460.81	$6,451.34	$548.00	$7,672.00
	625	Union Metal Pole and Luminaire Arm (Materials Only)	Each	5	$3,000.00	$15,000.00	$2,144.02	$10,720.10	$2,220.00	$11,100.00
	625	Luminaire (Materials only)	Each	11	$1,000.00	$11,000.00	$405.20	$4,457.20	$1,165.00	$12,815.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Rosedale Drive Bridge over Wolf Creek										
	625	Replacement of 100 Watt Metal Halide Decorative Luminaire	Each	14	$1,000.00	$14,000.00	$488.22	$6,835.08	$645.00	$9,030.00
Siebenthaler Avenue Bridge over the Stillwater River										
	625	Replacement of 100 Watt Metal Halide Decorative Luminaire	Each	24	$1,000.00	$24,000.00	$2,485.82	$59,659.68	$2,652.00	$63,648.00
State Route 49 at Little Richmond Road										
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$4,000.00	$8,000.00	$2,726.27	$5,452.54	$2,794.00	$5,588.00
Stewart Street Bridge over the Great Miami river										
	625	Replacement of 400 Watt Metal Halide Decorative Luminaire	Each	14	$1,500.00	$21,000.00	$883.20	$12,364.80	$981.00	$13,734.00
Troy Street										
	625	Decorative Light Pole and Luminaire (Materials only)	Each	2	$3,500.00	$7,000.00	$2,106.56	$4,213.12	$559.00	$1,118.00
U. S. Route 35 between I75 and Liscum Road										
	625	Replacement of 250 Watt and 310 Watt High Pressure Sodium Cobra Luminaire (I75 to Liscum)	Each	140	$400.00	$56,000.00	$312.41	$43,737.40	$546.00	$76,440.00
Washington Street Bridge over the Great Miami River										
	625	Replacement of 175 Watt Metal Halide Decorative Luminaire	Each	16	$1,200.00	$19,200.00	$1,400.76	$22,412.16	$1,570.00	$25,120.00
Wayne Avenue/Wilmington Avenue										
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	18	$350.00	$6,300.00	$213.66	$3,845.88	$413.00	$7,434.00

Street Light Replacement Phase 6 (#7229367)

Owner: City of Dayton Ohio

Solicitor: Dayton OH, City of

09/03/2020 12:00 PM EDT

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Wilmington Place										
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	9	$1,200.00	$10,800.00	$480.28	$4,322.52	$526.00	$4,734.00
Base Bid Total:						**$905,000.00**		**$823,944.24**		**$1,181,316.00**
Alternate No. 1 Contingency Allowance						**$100,000.00**		**$100,000.00**		**$100,000.00**
	SPL	Contingency Allowance ($100,000)	Lump	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
Alternate No. 2 Downtown Circuit						**$75,000.00**		**$75,000.00**		**$75,000.00**
	SPL	Downtown Circuit Work Allowance ($75,000)	Lump	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00

Street Light Replacement Phase 6 (#7229367)						
Owner: City of Dayton Ohio						
Solicitor: Dayton OH, City of						
09/03/2020 12:00 PM EDT						
					Capital Electric Line Buiders, Inc	
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Maintaining Traffic						
	614	Maintaining Traffic	Lump	1	$15,086.42	$15,086.42
Audubon Park						
	625	Replacement of 100 Watt High Pressure Sodium Luminaire	Each	8	$488.22	$3,905.76
Beerman Avenue						
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	9	$269.28	$2,423.52
Central Business District						
	625	Replacement of 150 Watt High Pressure Sodium Cobra Luminaire	Each	5	$213.66	$1,068.30
	625	Replacement of 200 Watt High Pressure Sodium Cobra Luminaire	Each	2	$251.12	$502.24
	625	Replacement of 250 Watt High Pressure Sodium Cobra Luminaire	Each	19	$269.28	$5,116.32
	625	Replacement of 400 Watt High Pressure Sodium Cobra Luminaire	Each	377	$360.08	$135,750.16
	625	Replacement Luminaire of 70 Watt High Pressure Sodium Decorative Luminaire	Each	178	$929.74	$165,493.72
Cleveland Avenue						
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	4	$269.28	$1,077.12
Edwin C. Moses Boulevard Bridge over Wolf Creek						
	625	Replacement of 250 Watt Metal Halide Cobra Luminaire	Each	6	$768.57	$4,611.42
Edwin C. Moses Boulevard South of Stewart Street						
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$2,554.89	$5,109.78
Fifth Street Bridge over the Great Miami River						
	625	Replacement of 150 Watt High Pressure Sodium Cobra Luminaire	Each	16	$768.57	$12,297.12
	625	Replacement of 250 Watt High Pressure Sodium Cobra Luminaire	Each	5	$768.57	$3,842.85

Street Light Replacement Phase 6 (#7229367)						
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09/03/2020 12:00 PM EDT						
					Capital Electric Line Buiders, Inc	
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Findlay Street Bridge over the Mad River						
	625	Replacement of 150 Watt High Pressure Sodium Decorative Luminaire	Each	12	$897.96	$10,775.52
Gettysburg Avenue at Hoover Street						
	625	Decorative Light Pole and Luminaire (Materials only)	Each	6	$5,805.53	$34,833.18
Gettysburg Avenue South of U. S. Route 35						
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	3	$2,552.62	$7,657.86
Great Miami Boulevard						
	625	Replacement of 250 Watt High Pressure Sodium Cobrahead Luminaire	Each	4	$269.28	$1,077.12
	625	Replacement of 250 Watt High Pressure Sodium Decorative Luminaire	Each	30	$1,825.25	$54,757.50
Harries Street/St. Clair Street						
	625	Replacement of 400 Watt High Pressure Sodium Luminaire	Each	13	$360.08	$4,681.04
Hawthorn Village						
	625	Replacement of 100 Watt Metal Halide Decorative Luminaire	Each	16	$949.03	$15,184.48
Home Avenue and James H. McGee Boulevard Intersection						
	625	Replacement of 400 Watt High Pressure Sodium Luminaire	Each	4	$360.08	$1,440.32
James H. McGee Boulevard Extension						
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	14	$242.04	$3,388.56
Josie Street						
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$1,858.00	$3,716.00
Keowee Street						
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	11	$213.66	$2,350.26

Street Light Replacement Phase 6 (#7229367)						
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Solicitor: Dayton OH, City of						
09/03/2020 12:00 PM EDT						
					Capital Electric Line Buiders, Inc	
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Keowee Street Bridge over the Mad River						
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	6	$269.28	$1,615.68
Liscum Drive						
	625	Replacement of 150 Watt HPS Luminaire	Each	9	$253.39	$2,280.51
Monument Avenue Bridge over the Great Miami River						
	625	Replacement of 150 Watt Metal Halide Decorative Luminaire	Each	28	$1,139.71	$31,911.88
Needmore Road						
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$2,738.76	$5,477.52
North James H. McGee Boulevard						
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$4,282.36	$8,564.72
North Main Street						
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	29	$269.28	$7,809.12
North Main Street at I75						
	625	Replacement of 250 Watt High Pressure Sodium Cobra Luminaire	Each	13	$277.22	$3,603.86
	625	Replacement of 70 Watt Metal Halide Decorative Luminaire	Each	8	$896.82	$7,174.56
	625	Replacement of 70 Watt Metal Halide Wall Pack Luminaire	Each	10	$558.76	$5,587.60
Park Drive						
	625	Replacement of 50 Watt High Pressure Sodium Luminaire	Each	25	$1,751.48	$43,787.00
Patterson Boulevard and Stewart Street Intersection						
	625	Replacement of 400 Watt High Pressure Sodium Luminaire	Each	4	$360.08	$1,440.32
Patterson Road						
	625	Replacement of 250 Watt High Pressure Sodium Luminaire	Each	23	$269.28	$6,193.44

Street Light Replacement Phase 6 (#7229367)						
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Solicitor: Dayton OH, City of						
09/03/2020 12:00 PM EDT						
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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Pritzinger Lane						
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	4	$213.66	$854.64
Riverside Drive over Wolf Creek						
	625	HAPCO Aluminum Pole (Materials Only)	Each	6	$2,837.50	$17,025.00
	625	HAPCO Aluminum Luminaire Arm (Materials Only)	Each	14	$460.81	$6,451.34
	625	Union Metal Pole and Luminaire Arm (Materials Only)	Each	5	$2,144.02	$10,720.10
	625	Luminaire (Materials only)	Each	11	$405.20	$4,457.20
Rosedale Drive Bridge over Wolf Creek						
	625	Replacement of 100 Watt Metal Halide Decorative Luminaire	Each	14	$488.22	$6,835.08
Siebenthaler Avenue Bridge over the Stillwater River						
	625	Replacement of 100 Watt Metal Halide Decorative Luminaire	Each	24	$2,485.82	$59,659.68
State Route 49 at Little Richmond Road						
	625	Light Pole, Luminaire Arm, and Luminaire (Materials only)	Each	2	$2,726.27	$5,452.54
Stewart Street Bridge over the Great Miami river						
	625	Replacement of 400 Watt Metal Halide Decorative Luminaire	Each	14	$883.20	$12,364.80
Troy Street						
	625	Decorative Light Pole and Luminaire (Materials only)	Each	2	$2,106.56	$4,213.12
U. S. Route 35 between I75 and Liscum Road						
	625	Replacement of 250 Watt and 310 Watt High Pressure Sodium Cobra Luminaire (I75 to Liscum)	Each	140	$312.41	$43,737.40
Washington Street Bridge over the Great Miami River						
	625	Replacement of 175 Watt Metal Halide Decorative Luminaire	Each	16	$1,400.76	$22,412.16

Street Light Replacement Phase 6 (#7229367)						
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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Wayne Avenue/Wilmington Avenue						
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	18	$213.66	$3,845.88
Wilmington Place						
	625	Replacement of 150 Watt High Pressure Sodium Luminaire	Each	9	$480.28	$4,322.52
Base Bid Total:						**$823,944.24**
Alternate No. 1 Contingency Allowance						**$100,000.00**
	SPL	Contingency Allowance ($100,000)	Lump	1	$100,000.00	$100,000.00
Alternate No. 2 Downtown Circuit						**$75,000.00**
	SPL	Downtown Circuit Work Allowance ($75,000)	Lump	1	$75,000.00	$75,000.00

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 Capital Electric Line Builders, Inc

State of Incorporation Kansas

Name and Title of

Officers with Authority

to Sign Contract Stephen E Taulbee Jr - Operation Manager

Home Office Address 4400 N.W. Mattox Rd, Riverside, MO 64150

Local Address 3150 Encrete Lane, Moraine, OH 45439

Telephone (937) 424-2550 Fax (937) 297-1365

E-mail steve.taulbee@capitalelectric.com

Federal I.D.# 480771042

Dated this 3 day of September, 20 20

Bidder: Stephen Taulbee

Digitally signed by Stephen Taulbee
Date: 2020.09.02 15:34:54 -04'00'

(Person, Firm, or Corporation)

By: Stephen E Taulbee Jr

Title: Operation Manager

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 3 day of September, 2020.

Capital Electric Line Builders, Inc

_____

Bidder

Liberty Mutual Insurance Co.

_____

Surety

Marsh & McLennan Agency LLC

Name of Insurance Agency

PO Box 37, Dayton, OH 45401

Address of Insurance Agency

Telephone (937) 228-4135 FAX (212) 948-6397

Butler County Engineer's Office
1921 Fairgrove Avenue
Hamilton, OH 45011-1199

BID GUARANTY AND CONTRACT BOND

CONTRACT NO. 2020-25

(SECTION 153.571 OF THE OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

The Great Lakes Construction Co., 2608 Great Lakes Way, Hinckley, OH 44233
(Name and Address)

as Principal and Liberty Mutual Insurance Company
(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto Butler County, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee, on August 18, 2020

to undertake the project known as: Elk Creek Road Emergency Slip Repair

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ dollars ($_____) [If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable] For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referenced project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligations shall be void; otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the County of Butler against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen and laborers for labor performed and materials furnished in the carrying forward, performing and completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this 18th day of August, 20 20.

PRINCIPAL:

The Great Lakes Construction Co.

BY

TITLE

SURETY:

Liberty Mutual Insurance Company

BY Tammy L. Masterson

Attorney-in-Fact Tammy L. Masterson

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Seal No. 5641

SURETY COMPANY ADDRESS:

Liberty Mutual Insurance Company

175 Berkeley Street
Street

Boston | MA | 02116
City | State | Zip Code

SURETY AGENT'S ADDRESS:

AssuredPartners NL, LLC
Agency Name

5905 E. Galbraith Road, Suite 5000
Street

Cincinnati | OH | 45236
City | State | Zip Code

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197234-971184**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mary Beth Milling, Randal T. Noah, Stella Adams, G. Dale Derr, Evan R. Derr, Tammy L. Masterson, Chris McAtee, Mark Nelson, Nancy Nemec, Liz Ohl, Katie Rose, Julie Siemer, Karen M. Speed

all of the city of Cincinnati state of Ohio each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of October, 2018.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of August, 2020.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SURETY 2000
INSURANCE DOCUMENT MANAGER
Insurance Document Management System 3.0

Bond Number: SOH20831178

Contractor Information

Principal: Capital Electric Line Builders
Address: 3137 Encrete Lane Dayton Ohio 45439 United States

Owner/Obligee Information

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

Bond Information

Surety: Liberty Mutual Insurance Company
Bid Date: 8/27/2020
Estimated Contract Price: $1,500,000
Time For Completion: 5/31/2020
Liquidated Damages:
Estimated Work On Hand:
Amount of Bid Security: Ten Percent of the Total Amount Bid (10)
Contract # or IFB #: 7229367
Description of Job: STreet Light Replacement
Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 10
Bid Security Maximum:
Owner Assigned Contractor Number:6842893

Primary Agency:

Marsh & McLennan Agency LLC
Power of Attorney Limited to: No Stated Limit
Executed
Entered By: Nicholas J. Bertke - 8/12/2020 10:34:43 AM ET
Approved & Executed By:

Nicholas J. Bertke

Nicholas J. Bertke (Signed: 12-Aug-2020 10:35 AM EDT (UTC-04:00))
Signature Information

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

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

LIBERTY MUTUAL INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31,2019 that it has admitted assets in the amount of $51,103,579,523, liabilities in the amount of $34,292,195,090, and surplus of at least $16,811,384,434.

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

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets

Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities

Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T A Mikolajewski

Assistant Secretary

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, Stephen E Taulbee Jr hereby certify that
(print name – an Officer of the company)

Capital Electric Line Builders, 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: Stephen Taulbee Digitally signed by Stephen Taulbee Date: 2020.09.02 15:37:39 -04'00'
(signature)

Title: Operation Manager

Date: 9/2/2020

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.

Lineco Health Insurance

N.E.A.P. Pension

N.E.B.F. Pension

Safety & Education

ALBAT

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.

ALBAT

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

NONE

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.

NONE

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.

NONE

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:

Stephen E Taulbee Jr being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Capital Electric Line Builders, 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 Kansas.

   ☐ 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: Stephen Taulbee Digitally signed by Stephen Taulbee Date: 2020.09.02 15:42:29 -04'00'

Title: Operation Manager

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
COUNTY OF Montgomery) SS:
)

Stephen E Taulbee Jr, being first duly sworn deposes and states that:

(1) He/she is Representative of
(owner, partner, officer, representative, or agent)
Capital Electric Line Builders, Inc 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.

Stephen Taulbee Digitally signed by Stephen Taulbee Date: 2020.09.02 15:43:53 -04'00'
SIGNED

Operation Manager
TITLE

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Street Light Replacement Phase 6 Dayton

NAME LOCATION

During the performance of this contract:

Capital Electric Line Builders, Inc	3150 Encrete Lane, Moraine, OH 45439	937-424-2550
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

Capital Electric Line Builders, Inc (Contractor) certifies that:

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

IBEW Signal & Lighting Technicians

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: Stephen Taulbee Digitally signed by Stephen Taulbee Date: 2020.09.02 15:26:16 -04'00'

(Signature of Authorized Representative of Bidder)

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

CAPITAL ELECTRIC
Line Builders, Inc.

September 2, 2020

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

RE: the 10% SBE and the 5% MBE on this project:

Capital Electric Line Builders is requesting a waiver for this Minority participation as per the following unable to achieve.

1.) We are unable to purchase material for the project from a supplier that meets the minority requirements.

2.) We are unable to sublet work to the other contractors that can perform this work. Bansal MBE, Reece Electric SBE and Security Fence SBE these are our competitors and if we shear this project it would be a conflict of interest.

Sincerely,

CAPITAL ELECTRIC LINE BUILDERS

Stephen E Taulbee, Operations Manager

Dayton
3150 Encrete Lane (45439)
P.O. Box 1353
Dayton, OH 45401
Phone (937) 424-2550
Fax (937) 297-1365

Corporate
4400 N.W. Mattox Road
Riverside, MO 64150
Phone (816) 389-4000
Fax (816) 329-8260

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: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid $_____

Name of Project: _____

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: _____

PEP-Certified Firm's Tax ID#: _____

Scope of Work to Be Performed by Certified Firm: _____

_____

_____

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ _____	%_____	$ _____
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)

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

_____ _____
(Title of Bidder/Proposer's Authorized Agent) (Date)

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

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Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid $_____

Name of Project: _____

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PEP-Certified Firm's Tax ID#: _____

Scope of Work to Be Performed by Certified Firm: _____

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

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Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid $_____

Name of Project: _____

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PEP-Certified Firm's Tax ID#: _____

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(Signature of Bidder/Proposer's Authorized Agent)

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

_____ _____
(Title of Bidder/Proposer's Authorized Agent) (Date)

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SECTION 1: BIDDER / PROPOSER INFORMATION

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Address: _____

City: _____ State: _____ ZIP: _____

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Primes Base Bid $_____

Name of Project: _____

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Name of PEP-Certified Firm: _____

PEP-Certified Firm's Tax ID#: _____

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_____
(Signature of Bidder/Proposer's Authorized Agent)

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

_____ _____
(Title of Bidder/Proposer's Authorized Agent) (Date)

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Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid $_____

Name of Project: _____

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

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PEP-Certified Firm's Tax ID#: _____

Scope of Work to Be Performed by Certified Firm: _____

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Materials	$ _____	% _____	$ _____
Labor	$ _____	% _____	$ _____

SECTION 3: AFFIRMATIONS

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_____
(Signature of Bidder/Proposer's Authorized Agent)

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

_____ _____
(Title of Bidder/Proposer's Authorized Agent) (Date)

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

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.

Stephen Taulbee Digitally signed by Stephen Taulbee Date: 2020.09.02 15:27:58 -04'00'

(Signature of Bidder/Offeror's Authorized Agent)

Capital Electric Line Builders, Inc

(Name of Bidder/Proposer's Firm)

Stephen E Taulbee Jr

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

Operation Manager

(Title of Bidder/Offeror's Authorized Agent)

09/02/2020

(Date)

BACK

City Manager's Report

4.

From 6441 - PW/Waste Collection

Date October 14, 2020

Expense Type Other, (See Description Below)

Total Amount $545,000.00 est. (thru 12/31/21)

Supplier, Vendor, Company, Individual

Name Jefferson Township

Address 580 Calument Lane
Dayton, OH 45417

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Revenue to the City	10000-6441-22521-32	$545,000.00

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

Description

Intergovernmental Agreement between the City of Dayton and Jefferson Township

The City of Dayton, Department of Public Works, Division of Waste Collection and Jefferson Township have agreed to enter into a new one-year Intergovernmental Agreement for trash services. Services will include: curbside weekly trash, bi-weekly recyclable and scheduled bulk waste collections. Upon City Commission approval the Agreement will begin January 1, 2021 and expire December 31, 2021. The current one-year agreement expires December 31, 2020.

Jefferson Township customers for 2020 were billed $218.00 for trash collection services and $228.00 for trash and recyclable collection services. Jefferson Township customers for 2021 will be billed $221.00 for trash collection services and $231.00 for trash and recyclable collection services.

The City currently provides trash services to approximately 2,463 Jefferson Township customers, which represents estimated annual revenue at $544,323.00.

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

A copy of the original agreement, first and second amendments and Certificate of Revenue are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Jefferson Township

Address 580 Calument Lane

City Dayton State OH Zip+4 45417 - _____

Customer # 316000581 Address Location # L1

Federal ID# 31-6000581

Revenue Information: Fund 10000 Orgn 6441 Rev 22521 Prog 32 Actv _____

Contract Information: Contract Start Date Jan 1, 2021 Contract Expiration Date Dec 31, 2021

Billing Information: Rate: _____ Arrears _____ Pre-bill _____

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) January 1, 2021

Other (explain) _____

Rate Change Date _____ Rate Change Amount _____

Description of Services (wording on invoice): Waste collection and Recycling Services at the following rates: $221.00 for trash and $231.00 for trash & recycling for each residential and non-residential customer annually.

Departmental Approval [signature] 9.24.2020

TO BE COMPLETED BY FINANCE

City Reference Number 22-0581 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 [signature]

(Rev 4/30/2008)

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DAYTON AND JEFFERSON TOWNSHIP

This Intergovernmental Agreement is entered into this _____ day of _____, 2020, between the City of Dayton, Ohio ("City"), a municipal corporation existing under the laws of the State of Ohio, and the Board of Trustees of Jefferson Township, Montgomery County, Ohio ("Township").

WHEREAS, the Township, by Resolution 06-34 ("Resolution"), adopted on December 5, 2006, created the Jefferson Township Waste Disposal District ("District") to facilitate the collection and disposal of garbage and refuse within the entire area of the Township; and,

WHEREAS, the Resolution refers to a contract to be entered into with the City for collection and disposal services; and,

WHEREAS, the City is willing to provide collection and disposal services to the Township pursuant to the terms of this Agreement; and,

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may enter into a written contract with the City for collection and disposal services for the District.

NOW, THEREFORE, the City and the Township agree as follows:

I. DEFINITIONS

A. "Agreement" means this Intergovernmental Agreement.

B. "Bulky Waste" means appliances, furniture, mattresses, box springs, toys, carpet, and draperies and like materials normally found in a residential unit. Bulky Waste does not include demolition matter, infectious waste or hazardous waste.

C. "Commencement Date" means _____, 2021, the date the City shall commence collection of garbage and refuse hereunder.

D. "Container" means the 96-gallon container provided by the City in which waste is placed for collection.

E. "Contract Representative" means the person identified to the City by the Township authorized to handle administration of this Agreement on behalf of the Township and payment thereunder. In the Township's sole discretion, and immediately upon notice to the City, the Township may change the identity of the Contract Representative.

F. "Demolition Matter" means those items removed from a structure under construction, repair or demolition, such as brick, concrete, stone, glass, wallboard,

framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring and insulation material.

G. "Garbage" means all waste matter, solid, liquid or mixed, which attends, exists, is created or accumulates within the Township from the preparation, cleaning, cooking, use, storage or sale of or dealing in meats, fish, fowl, fruits, vegetables, cereals, grain or other animal, vegetable or mineral matter designed or intended as foodstuff for human consumption, but does not include Infectious Waste or Hazardous Waste.

H. "Hazardous waste" means the same as defined in Section 3734.01 of the Ohio Revised Code.

I. "Infectious waste" means the same as defined in Section 3734.01 of the Ohio Revised Code.

J. "Non-residential Customer" means each property used for commercial, industrial, or non-profit purposes whose owner elects to have the City collect and dispose of Non-residential Waste from the property.

K. "Non-residential Waste" means garbage and rubbish resulting from commercial, industrial, or non-profit use of property owned by a Non-residential Customer.

L. "Recyclables" means glass, plastic, tin, paper, or other material determined by the City.

M. "Residential Customer" means each occupied residential unit.

N. "Residential Waste" means garbage, rubbish, and bulky waste resulting from the use of residential property.

O. "Rubbish" means all refuse resulting from the customary and ordinary use of a residential property or a multi-unit property, such as tin cans, plastic bottles, paper, dirt and ashes; and also sweepings, dirt, paper, and other small items of trash resulting from the customary and ordinary use of a commercial property; but does not include infectious waste, hazardous waste, bulky waste, yard waste, vegetative matter, used oil, or demolition matter.

P. "Service Area" means the geographic area within the political boundaries of the Township as such boundaries exist at the outset of this Agreement, or as such boundaries may expand due to annexation or incorporation within the Township's political boundaries of other portions of Montgomery County.

Q. "Vegetative matter" means fallen leaves, grass cuttings, garden waste, mulch and similar vegetative matter.

R. "Yard waste" means trimmings from bushes, shrubs, and trees not exceeding two (2) inches in diameter or four (4) feet in length, and which are securely packaged or bundled together, and which does not include vegetative matter.

II. SCOPE OF SERVICE

A. For the term of this Agreement, the Township grants to the City (1) the exclusive right to collect and dispose of Residential Waste in the Service Area, subject to the right to opt out as stated in Article II(D), and (2) the non-exclusive right to collect and dispose of Non-residential Waste pursuant to the agreement of Non-residential Customers in the Service Area. The Township shall provide to the City the names and addresses of all Residential Customers and Non-Residential Customers.

B. Beginning on the Commencement Date, the City will collect and dispose of Residential Waste and Non-Residential Waste from Residential Customers and Non-residential Customers within the Service Area. The services provided by the City shall include the furnishing of all labor, tools, containers, equipment, rolling stock, material, insurance, supervision, office space, and all materials and other items necessary to the performance of such services. All work and services to be performed under this Agreement shall be carried out in a manner, at the time, in the locations, and at the prices specified herein. Services shall be subject to the inspection, without notice, and approval of the Contract Representative. The City shall provide services hereunder in accordance with the highest standards of public entities engaged in providing waste collection services.

C. Collection Requirements

1. Services. The City shall collect all Residential Waste and Non-residential Waste set out for collection in Containers by all Residential Customers and Non-residential Customers in the Service Area. Containers shall be set out for collection at the curb. The City shall provide each Residential Customer and Non-residential Customer with one (1) Container. The City shall replace lids on all Containers after they have been emptied and return the Containers, standing upright, to the point of original pick-up. The City shall immediately notify the Township of any collections which cannot be made on schedule and/or collections not made at specific collections points because of containers that do not conform to the requirements of this Agreement. The transportation and collection of all Residential Waste and Non-Residential Waste through the roads of the Township shall be conducted in a manner as not to create a nuisance. The vehicle conveying the waste must be of such construction and so operated that contents shall not spill upon the public streets. Any litter or other nuisance such as oil spills or other liquids caused by the City, whether through emptying a Container, containerized unit, or otherwise, shall be promptly cleaned by the City. The City must take care not to damage Containers, and in the event of willful or unnecessary damage to such Containers, the City shall be liable for the same. The City shall promptly notify the Township of any claim of damage to Containers, other than reasonable wear and tear.

2. Bulky Items. The City shall provide for a bi-weekly Bulky Waste curbside pickup, upon request. The City may require disassembly of large items, including, but not limited to, swing sets and metal sheds.

3. Recycling. The City shall provide four (4) 300 gallon containers for a recycle waste drop-off site to be located at the Jefferson Township Municipal Building, 1 Business Park Drive, Dayton, Ohio 45427.

D. Opt Out Provision. The residents of the Jefferson Township Waste Disposal District shall have the option to opt out of the services provided by the City under this Agreement. The City and the Township shall draft a mutually agreeable document by which Residential Customers and Non-Residential Customers who elect to opt out may provide formal notification to the City and the Township. Residential Customers and Non-Residential Customers shall have until thirty (30) days after the City commences service to them at a unit or a property to opt out of the services by providing notice to the City and the Township. In the event that more than ten percent (10%) of the Residential Customers elect to opt out, the City shall have the right to terminate this Agreement immediately.

E. Hours and Days of Collection

1. Scheduling. All collection of Residential Waste and Non-residential Waste shall be performed during the following days and hours:

Monday through Friday

7 A.M. to 5 P.M.

Each Residential Customer and Non-residential Customer shall receive collection service no less frequently than once per week on a pre-specified day or days which will not vary except as required by legal holidays and/or events set forth in Article V(G) herein.

2. Missed Collection. If, due to the fault of the City, a regularly scheduled collection is missed and a complaint is registered by the customer, the City shall provide a special collection, at no charge, within one (1) working day of the day the missed collection was brought to the City's attention.

3. Scheduling and Route Changes. The City shall provide the Township with maps and schedules of residential collection routes and keep such information current at all times. Should any change in any scheduling or routing be initiated by the City, the City shall notify the Township. The Township must approve, in writing, all collection schedules or schedule changes or deviations. Any deviations, modifications, or alterations of the schedule must be proposed by the City to the Township and are subject to approval by the Township

within thirty (30) days from the date such proposal is received by the Township.

F. Equipment

1. For collection of Residential Waste and Non-residential Waste under this Agreement, the City shall use only vehicles which meet the standards of the County Combined Health District and all local, State, and Federal laws and regulations.

2. All collection vehicles shall be maintained in good working order and in clean, sanitary, and safe condition that insures operation pursuant to all applicable health standards. The City shall maintain reasonable and sufficient backup vehicles to permit it to perform hereunder in the event of mechanical breakdown or other availability. The City shall regularly utilize apparatus and appliances for the thorough cleaning of vehicles.

G. Employees

1. The City's employees are subject solely to the control of the City and are not subject to the control of the Township.

2. In the course of performing this Agreement, the City will prohibit its employees from using improper or abusive language, engaging in unacceptable or improper conduct, being discourteous to customers, or acting in violation of any laws or regulation affecting work hereunder. The City shall instruct it employees concerning these prohibitions.

3. The City shall require that its employees wear uniforms identifying them as such.

III. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be effective from January 1, 2021 until December 31, 2021, unless terminated earlier pursuant to this Agreement.

B. Termination. Township may terminate this Agreement upon written notice of default to City in the event of City's substantial failure to perform its duties and responsibilities as set forth herein. City shall have thirty (30) calendar days from the date of the notice of default in which to cure any breach or to submit a plan to cure acceptable to the Party which provided the notice of termination.

City may terminate this Agreement in the event of substantial failure by Township upon written notice of default to Township of substantial failure to perform its duties and responsibilities as set forth herein. Township shall have thirty (30) calendar days from the date of notice of default in which to cure any breach or to submit a plan to cure acceptable to City.

IV. CONTRACT PRICE AND COLLECTION

A. During the Term, the City and the Township agree that each Residential Customer and Non-residential Customer in the District shall pay Two Hundred Eighteen Dollars and Zero Cents ($218.00) per year for trash collection only, and shall pay Two Hundred Twenty-Eight Dollars and Zero Cents ($228.00) for trash collection and recycling services. Also during the Term, a Residential Customer or a Non-residential Customer may obtain additional Containers for an additional fee of Two Hundred Eighteen Dollars and Zero Cents ($218.00) per additional Container.

B. Pursuant to Section 505.29 of the Ohio Revised Code, the Township shall, by resolution, establish equitable charges of rents to be paid to the Township for the benefit of collection and disposal of garbage and refuse, such amounts to be paid by every Residential Customer and Non-residential Customer whose premises are served. The City shall act as the Township's agent for billing Residential Customers and Non-residential Customers for the amounts due and for collecting such amounts. The City shall remit to the Township, within thirty (30) days of the end of the Term, ten percent (10%) of the net revenue received. The amounts due from Residential Customers and Non-residential Customers shall constitute a lien upon the property served and, if not paid when due, shall be collected in the same manner as other Township taxes. The City shall prepare documentation to substantiate the delinquent status of unpaid amounts and assist the Township in taking any and all action necessary to certify the delinquent amounts due to the Montgomery County Auditor pursuant to Section 505.33 of the Ohio Revised Code. The Township shall remit to the City ninety percent (90%) of the payments received for amounts certified to the Montgomery County Auditor within ten (10) days after receipt.

V. GENERAL PROVISIONS

A. Notices. Notices under this Agreement must be delivered by hand, overnight courier, or first class mail, at the following addresses:

City: Frederick Stovall, Director
Department of Public Works
1736 East Monument Avenue, Building 23
Dayton, Ohio 45402

Township: Administrator
Jefferson Township
580 Calumet Lane
Dayton, Ohio 45417

B. Resolution of Disputes. In the event a dispute arises between the City and the Township with respect to the performance of obligations under this Agreement, the City and the Township, by representatives authorized to settle the dispute to the extent permitted by law, shall meet face-to-face and make a good faith effort to resolve the dispute.

C. Licenses, Permits, and Fees. The City shall obtain and pay for all licenses, permits, certificates, and inspections, and shall pay all other fees required by applicable law or otherwise necessary, to perform the services prescribed hereunder.

D. Assignment and Subcontracting. The City shall not assign, transfer, subcontract, sublet, convey, or otherwise alienate any of its obligations, rights, title or interest in or to the Agreement without the previous written consent of the Township, which the Township may grant or withhold in its absolute discretion.

E. Choice of Law; Venue. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio, excluding any such law relating to choice of law. Should any action, whether real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, such action shall be filed exclusively in a court of the State of Ohio in Montgomery County, Ohio.

F. Amendment. No amendment of this Agreement may occur without the written consent of the parties hereto. On behalf of the Township, the Contract Representative is the only agent authorized to execute such an amendment.

G. Delays. No Party 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; flood; earthquake; fire; epidemic; war, riot, or other civil disturbance; strike, lockout, work slowdown, or other labor disturbance; sabotage; judicial restraint; and inability to procure any permit, license, or authorization from any local, state, or federal agency for any required supplies, materials, accesses, or services.

In the event any of the circumstances in the preceding paragraph occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Parties describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

H. Waiver. A waiver by any of the Parties 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.

I. Integrated Agreement. This Agreement contains the entire agreement of the Parties pertaining to the subject matter.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Township, each by a duly authorized representative, have entered into this Intergovernmental Agreement on the date first written above.

CITY OF DAYTON, OHIO

By: _____

Date: _____

THE BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP MONTGOMERY COUNTY, OHIO

_____
James McGuire

_____
Roy Mann

_____
M. Michael McLaughlin

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2020

Min./Bk. _____ Pg. _____

_____
Clerk of Commission

APPROVED AS TO FORM AND CORRECTNESS:

9/18/2020

X John Musto for
_____
City Attorney

Signed by: Musto, John

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DAYTON AND JEFFERSON TOWNSHIP

This Intergovernmental Agreement is entered into this 26th day of December, 2019, between the City of Dayton, Ohio ("City"), a municipal corporation existing under the laws of the State of Ohio, and the Board of Trustees of Jefferson Township, Montgomery County, Ohio ("Township").

WHEREAS, the Township, by Resolution 06-34 ("Resolution"), adopted on December 5, 2006, created the Jefferson Township Waste Disposal District ("District") to facilitate the collection and disposal of garbage and refuse within the entire area of the Township; and,

WHEREAS, the Resolution refers to a contract to be entered into with the City for collection and disposal services; and,

WHEREAS, the City is willing to provide collection and disposal services to the Township pursuant to the terms of this Agreement; and,

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may enter into a written contract with the City for collection and disposal services for the District.

NOW, THEREFORE, the City and the Township agree as follows:

I. DEFINITIONS

A. "Agreement" means this Intergovernmental Agreement.

B. "Bulky Waste" means appliances, furniture, mattresses, box springs, toys, carpet, and draperies and like materials normally found in a residential unit. Bulky Waste does not include demolition matter, infectious waste or hazardous waste.

C. "Commencement Date" means January 1, 2020, ~~2019,~~ the date the City shall commence collection of garbage and refuse hereunder.

D. "Container" means the 96-gallon container provided by the City in which waste is placed for collection.

E. "Contract Representative" means the person identified to the City by the Township authorized to handle administration of this Agreement on behalf of the Township and payment thereunder. In the Township's sole discretion, and immediately upon notice to the City, the Township may change the identity of the Contract Representative.

F. "Demolition Matter" means those items removed from a structure under construction, repair or demolition, such as brick, concrete, stone, glass, wallboard,

framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring and insulation material.

G. "Garbage" means all waste matter, solid, liquid or mixed, which attends, exists, is created or accumulates within the Township from the preparation, cleaning, cooking, use, storage or sale of or dealing in meats, fish, fowl, fruits, vegetables, cereals, grain or other animal, vegetable or mineral matter designed or intended as foodstuff for human consumption, but does not include Infectious Waste or Hazardous Waste.

H. "Hazardous waste" means the same as defined in Section 3734.01 of the Ohio Revised Code.

I. "Infectious waste" means the same as defined in Section 3734.01 of the Ohio Revised Code.

J. "Non-residential Customer" means each property used for commercial, industrial, or non-profit purposes whose owner elects to have the City collect and dispose of Non-residential Waste from the property.

K. "Non-residential Waste" means garbage and rubbish resulting from commercial, industrial, or non-profit use of property owned by a Non-residential Customer.

L. "Recyclables" means glass, plastic, tin, paper, or other material determined by the City.

M. "Residential Customer" means each occupied residential unit.

N. "Residential Waste" means garbage, rubbish, and bulky waste resulting from the use of residential property.

O. "Rubbish" means all refuse resulting from the customary and ordinary use of a residential property or a multi-unit property, such as tin cans, plastic bottles, paper, dirt and ashes; and also sweepings, dirt, paper, and other small items of trash resulting from the customary and ordinary use of a commercial property; but does not include infectious waste, hazardous waste, bulky waste, yard waste, vegetative matter, used oil, or demolition matter.

P. "Service Area" means the geographic area within the political boundaries of the Township as such boundaries exist at the outset of this Agreement, or as such boundaries may expand due to annexation or incorporation within the Township's political boundaries of other portions of Montgomery County.

Q. "Vegetative matter" means fallen leaves, grass cuttings, garden waste, mulch and similar vegetative matter.

R. "Yard waste" means trimmings from bushes, shrubs, and trees not exceeding two (2) inches in diameter or four (4) feet in length, and which are securely packaged or bundled together, and which does not include vegetative matter.

II. SCOPE OF SERVICE

A. For the term of this Agreement, the Township grants to the City (1) the exclusive right to collect and dispose of Residential Waste in the Service Area, subject to the right to opt out as stated in Article II(D), and (2) the non-exclusive right to collect and dispose of Non-residential Waste pursuant to the agreement of Non-residential Customers in the Service Area. The Township shall provide to the City the names and addresses of all Residential Customers and Non-Residential Customers.

B. Beginning on the Commencement Date, the City will collect and dispose of Residential Waste and Non-Residential Waste from Residential Customers and Non-residential Customers within the Service Area. The services provided by the City shall include the furnishing of all labor, tools, containers, equipment, rolling stock, material, insurance, supervision, office space, and all materials and other items necessary to the performance of such services. All work and services to be performed under this Agreement shall be carried out in a manner, at the time, in the locations, and at the prices specified herein. Services shall be subject to the inspection, without notice, and approval of the Contract Representative. The City shall provide services hereunder in accordance with the highest standards of public entities engaged in providing waste collection services.

C. Collection Requirements

1. Services. The City shall collect all Residential Waste and Non-residential Waste set out for collection in Containers by all Residential Customers and Non-residential Customers in the Service Area. Containers shall be set out for collection at the curb. The City shall provide each Residential Customer and Non-residential Customer with one (1) Container. The City shall replace lids on all Containers after they have been emptied and return the Containers, standing upright, to the point of original pick-up. The City shall immediately notify the Township of any collections which cannot be made on schedule and/or collections not made at specific collections points because of containers that do not conform to the requirements of this Agreement. The transportation and collection of all Residential Waste and Non-Residential Waste through the roads of the Township shall be conducted in a manner as not to create a nuisance. The vehicle conveying the waste must be of such construction and so operated that contents shall not spill upon the public streets. Any litter or other nuisance such as oil spills or other liquids caused by the City, whether through emptying a Container, containerized unit, or otherwise, shall be promptly cleaned by the City. The City must take care not to damage Containers, and in the event of willful or unnecessary damage to such Containers, the City shall be liable for the same. The City shall promptly notify the Township of any claim of damage to Containers, other than reasonable wear and tear.

2. Bulky Items. The City shall provide for a bi-weekly Bulky Waste curbside pickup, upon request. The City may require disassembly of large items, including, but not limited to, swing sets and metal sheds.

3. Recycling. The City shall provide four (4) 300 gallon containers for a recycle waste drop-off site to be located at the Jefferson Township Municipal Building, 1 Business Park Drive, Dayton, Ohio 45427.

D. Opt Out Provision. The residents of the Jefferson Township Waste Disposal District shall have the option to opt out of the services provided by the City under this Agreement. The City and the Township shall draft a mutually agreeable document by which Residential Customers and Non-Residential Customers who elect to opt out may provide formal notification to the City and the Township. Residential Customers and Non-Residential Customers shall have until thirty (30) days after the City commences service to them at a unit or a property to opt out of the services by providing notice to the City and the Township. In the event that more than ten percent (10%) of the Residential Customers elect to opt out, the City shall have the right to terminate this Agreement immediately.

E. Hours and Days of Collection

1. Scheduling. All collection of Residential Waste and Non-residential Waste shall be performed during the following days and hours:

Monday through Friday

7 A.M. to 5 P.M.

Each Residential Customer and Non-residential Customer shall receive collection service no less frequently than once per week on a pre-specified day or days which will not vary except as required by legal holidays and/or events set forth in Article V(G) herein.

2. Missed Collection. If, due to the fault of the City, a regularly scheduled collection is missed and a complaint is registered by the customer, the City shall provide a special collection, at no charge, within one (1) working day of the day the missed collection was brought to the City's attention.

3. Scheduling and Route Changes. The City shall provide the Township with maps and schedules of residential collection routes and keep such information current at all times. Should any change in any scheduling or routing be initiated by the City, the City shall notify the Township. The Township must approve, in writing, all collection schedules or schedule changes or deviations. Any deviations, modifications, or alterations of the schedule must be proposed by the City to the Township and are subject to approval by the Township

within thirty (30) days from the date such proposal is received by the Township.

F. Equipment

1. For collection of Residential Waste and Non-residential Waste under this Agreement, the City shall use only vehicles which meet the standards of the County Combined Health District and all local, State, and Federal laws and regulations.

2. All collection vehicles shall be maintained in good working order and in clean, sanitary, and safe condition that insures operation pursuant to all applicable health standards. The City shall maintain reasonable and sufficient backup vehicles to permit it to perform hereunder in the event of mechanical breakdown or other availability. The City shall regularly utilize apparatus and appliances for the thorough cleaning of vehicles.

G. Employees

1. The City's employees are subject solely to the control of the City and are not subject to the control of the Township.

2. In the course of performing this Agreement, the City will prohibit its employees from using improper or abusive language, engaging in unacceptable or improper conduct, being discourteous to customers, or acting in violation of any laws or regulation affecting work hereunder. The City shall instruct it employees concerning these prohibitions.

3. The City shall require that its employees wear uniforms identifying them as such.

III. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be effective from January 1, 2020 until December 31, 2020, unless terminated earlier pursuant to this Agreement.

B. Termination. Township may terminate this Agreement upon written notice of default to City in the event of City's substantial failure to perform its duties and responsibilities as set forth herein. City shall have thirty (30) calendar days from the date of the notice of default in which to cure any breach or to submit a plan to cure acceptable to the Party which provided the notice of termination.

City may terminate this Agreement in the event of substantial failure by Township upon written notice of default to Township of substantial failure to perform its duties and responsibilities as set forth herein. Township shall have thirty (30) calendar days from the date of notice of default in which to cure any breach or to submit a plan to cure acceptable to City.

IV. CONTRACT PRICE AND COLLECTION

A. During the Term, the City and the Township agree that each Residential Customer and Non-residential Customer in the District shall pay Two Hundred Eighteen Dollars and Zero Cents ($218.00) per year for trash collection only, and shall pay Two Hundred Twenty-Eight Dollars and Zero Cents ($228.00) for trash collection and recycling services. Also during the Term, a Residential Customer or a Non-residential Customer may obtain additional Containers for an additional fee of Two Hundred Eighteen Dollars and Zero Cents ($218.00) per additional Container.

B. Pursuant to Section 505.29 of the Ohio Revised Code, the Township shall, by resolution, establish equitable charges of rents to be paid to the Township for the benefit of collection and disposal of garbage and refuse, such amounts to be paid by every Residential Customer and Non-residential Customer whose premises are served. The City shall act as the Township's agent for billing Residential Customers and Non-residential Customers for the amounts due and for collecting such amounts. The City shall remit to the Township, within thirty (30) days of the end of the Term, ten percent (10%) of the net revenue received. The amounts due from Residential Customers and Non-residential Customers shall constitute a lien upon the property served and, if not paid when due, shall be collected in the same manner as other Township taxes. The City shall prepare documentation to substantiate the delinquent status of unpaid amounts and assist the Township in taking any and all action necessary to certify the delinquent amounts due to the Montgomery County Auditor pursuant to Section 505.33 of the Ohio Revised Code. The Township shall remit to the City ninety percent (90%) of the payments received for amounts certified to the Montgomery County Auditor within ten (10) days after receipt.

V. GENERAL PROVISIONS

A. Notices. Notices under this Agreement must be delivered by hand, overnight courier, or first class mail, at the following addresses:

City: Frederick Stovall, Director
Department of Public Works
1736 East Monument Avenue, Building 23
Dayton, Ohio 45402

Township: Director of Economic Development and Operations
Jefferson Township Municipal building
1 Business Park Drive
Dayton, Ohio 45427

B. Resolution of Disputes. In the event a dispute arises between the City and the Township with respect to the performance of obligations under this Agreement, the City and the Township, by representatives authorized to settle the dispute to the extent permitted by law, shall meet face-to-face and make a good faith effort to resolve the dispute.

C. Licenses, Permits, and Fees. The City shall obtain and pay for all licenses, permits, certificates, and inspections, and shall pay all other fees required by applicable law or otherwise necessary, to perform the services prescribed hereunder.

D. Assignment and Subcontracting. The City shall not assign, transfer, subcontract, sublet, convey, or otherwise alienate any of its obligations, rights, title or interest in or to the Agreement without the previous written consent of the Township, which the Township may grant or withhold in its absolute discretion.

E. Choice of Law; Venue. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio, excluding any such law relating to choice of law. Should any action, whether real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, such action shall be filed exclusively in a court of the State of Ohio in Montgomery County, Ohio.

F. Amendment. No amendment of this Agreement may occur without the written consent of the parties hereto. On behalf of the Township, the Contract Representative is the only agent authorized to execute such an amendment.

G. Delays. No Party 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; flood; earthquake; fire; epidemic; war, riot, or other civil disturbance; strike, lockout, work slowdown, or other labor disturbance; sabotage; judicial restraint; and inability to procure any permit, license, or authorization from any local, state, or federal agency for any required supplies, materials, accesses, or services.

In the event any of the circumstances in the preceding paragraph occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Parties describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

H. Waiver. A waiver by any of the Parties 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.

I. Integrated Agreement. This Agreement contains the entire agreement of the Parties pertaining to the subject matter.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Township, each by a duly authorized representative, have entered into this Intergovernmental Agreement on the date first written above.

CITY OF DAYTON, OHIO

By: _____

Date: 12·26·19

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

November 6, 2019

Min./Bk. I-16 Pg. 0045

_____
Clerk of Commission

THE BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP MONTGOMERY COUNTY, OHIO

_____
James McGuire

_____
Roy Mann

_____
M. Michael McLaughlin

City Manager's Report

15.

From 6441 - PW/ WC Jefferson Township

Date December 13, 2017

Expense Type Other, (See Description Below)

Total Amount $510,000.00 (thru 12-31-18)

Supplier, Vendor, Company, Individual

Name Jefferson Township

Address One Business Park Drive
Dayton, OH 45417

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Revenue to the City	10000-6441-22521-32	$510,000.00

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

Description

Intergovernmental Agreement One-Year Renewal Option and First Amendment between the City of Dayton and Jefferson Township.

The City of Dayton, Department of Public Works Division of Waste Collection and Jefferson Township have agreed to this First Amendment to exercise the first of two one-year renewal options for curbside weekly trash, bi-weekly recycling and scheduled bulk waste services. Upon City Commission approval, this First Amendment, one-year renewal option shall be effective January 1, 2018 and expire December 31, 2018.

The original five-year agreement, approved by Dayton City Commission February 13, 2013, will expire December 31, 2017. Article IV (A) of the Agreement is hereby supplemented with the following: During the extended Term, each residential customer and non-residential customer shall pay $204 for the collection of trash only and $214 for the collection of trash and recycling. All other terms and conditions of the original agreement shall remain unchanged.

The City currently provides service to approximately 2,500 Jefferson Township customers which represent estimated annual revenue of $510,000.

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

A copy of the original agreement, the first amendment and a Certificate of Revenue are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Rachella Lavender
Clerk

December 13, 2017
Date

FORM NO. MS-16

Updated 8/2016

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DAYTON AND JEFFERSON TOWNSHIP

THIS FIRST AMENDMENT, to Intergovernmental Agreement is entered into this 18 day of December, 2017, between the City of Dayton, Ohio ("City"), a municipal corporation existing under the laws of the State of Ohio, and the Board of Trustees of Jefferson Township, Montgomery County, Ohio ("Township").

WHEREAS, The City entered into an Intergovernmental Agreement dated February 22, 2013 ("Agreement"), for the collection and dispoal of garbage and refuse with the Township; and,

WHEREAS, pursuant to Article III(A) of the Agreement, the Commencement Date therof was January 1, 2013, and the term was four (4) years from the Commencement Date, ending on December 31, 2017; and,

WHEREAS, the Township exercised its option purusant to Article III(A) to extend the Agreement for one (1) additional one-year term, terminating on December 31, 2018.

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

1. Article III(A) of the Agreement is hereby supplemented with the following: The term of the Agreement shall be extended to, and shall expire on December 31, 2018 ("First Renewal Term"). The Township shall have the option of extending the Agreement for one (1) additional one-year term ("Renewal Term"), such option to be exercised by written notice to the City no later than one hundred twenty (120) days before expiration of the First Renewal Term.

2. Article IV is hereby supplemented with the following:

F. During the First Renewal Term, each Residential Customer and Non-residential Customer shall pay $204.00 for the collection of trash only and $214.00 for collection of trash and recycling.

3. Except as amended by this First Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and the Township, each by duly authorized representatives, have entered into this First Amendment on the date first set forth above.

CITY OF DAYTON, OHIO

City Manager

THE BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO

Trustee

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

December 13, 2017

Min./Bk. 115 Pg. _____

Clerk of the Commission

City Manager's Report

6.

From 6441 - PW/ WC Jefferson Township

Date October 3, 2018

Expense Type Other, (See Description Below)

Total Amount $516,000.00 (thru 12-31-19)

Supplier, Vendor, Company, Individual

Name Jefferson Township

Address One Business Park Drive
Dayton, OH 45417

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Revenue to the City	10000-6441-22521-32	$516,000.00

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

Description

Intergovernmental Agreement One-Year Renewal Option and Second Amendment between the City of Dayton and Jefferson Township.

The City of Dayton, Department of Public Works Division of Waste Collection and Jefferson Township have agreed to this Second Amendment to exercise the second of two one-year renewal options for curbside weekly trash, bi-weekly recycling and scheduled bulk waste services. Upon City Commission approval, this Second Amendment, one-year renewal option shall be effective January 1, 2019 and expire December 31, 2019.

The original five-year agreement, approved by Dayton City Commission February 13, 2013, expired December 31, 2017. Article IV (A) of the Agreement is hereby supplemented with the following: During the extended Term, each residential customer and non-residential customer shall pay $214 for the collection of trash only and $224 for the collection of trash and recycling. All other terms and conditions of the original agreement shall remain unchanged.

The City currently provides service to approximately 2,412 Jefferson Township customers which represent estimated annual revenue of $516,000.

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

A copy of the original agreement, the first amendment and a Certificate of Revenue are attached.

Signatures/Approval

Division F M Stewart 9-17-18

Department

City Manager

Approved by City Commission

Rachelle Lavender
Clerk

October 3, 2018
Date

FORM NO. MS-16

Updated 8/2016

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DAYTON AND JEFFERSON TOWNSHIP

THIS SECOND AMENDMENT, to Intergovernmental Agreement is entered into this 22 day of October, 2018, between the City of Dayton, Ohio ("City"), a municipal corporation existing under the laws of the State of Ohio, and the Board of Trustees of Jefferson Township, Montgomery County, Ohio ("Township").

WHEREAS, The City entered into an Intergovernmental Agreement ("Agreement"), for the collection and disposal of garbage and refuse with the Township; and,

WHEREAS, pursuant to Article III(A) of the Agreement, the Commencement Date therof was January 1, 2013, and the term was four (4) years from the Commencement Date, ending on December 31, 2017; and,

WHEREAS, the Township exercised its option purusant to Article III(A) to extend the Agreement for one (1) additional one-year term, terminating on December 31, 2018; and,

WHEREAS, the Township exercised its option purusant to Article III(A) to extend the Agreement for one (1) additional one-year term, terminating on December 31, 2019.

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

1. Article III(A) of the Agreement is hereby supplemented with the following: The term of the Agreement shall be extended to, and shall expire on December 31, 2019 ("Extended Term").

2. Article IV(A) of the Agreement is hereby supplemented with the following: During the Extended Term, each Residential Customer and Non-residential Customer shall pay Two Hundred Fourteen Dollars and Zero Cents ($214.00) for the collection of trash only and Two Hundred Twenty-Four Dollars and Zero Cents ($224.00) for collection of trash and recycling.

3. Except as amended by this Second Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Township, each by duly authorized representatives, have entered into this Second Amendment on the date first set forth above.

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

THE BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO

Trustee

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

October 3, 2018

Min. Book I-15 Page 0374

Clerk of the Commission

BACK

City Manager's Report

5.

From **5200 - Law/Civil**

Date **October 14, 2020**

Expense Type **Other**

Supplier, Vendor, Company, Individual

Total Amount **$16,000.00**

Name **Sam G. Caras Co., and Mary Cooper**

Address **130 West Second Street Suite 310**
Dayton OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Judgement Trust	16009-5200-1221-63	$16,000.00

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

Description

LEGAL SETTLEMENT

It is recommended that Sixteen Thousand Dollars and Zero Cents ($16,000.00) be paid in full as settlement of a moral obligation claim.

It is believed to be in the best interest of the City of Dayton and upon recommendation of the City Attorney, that the above amount be accepted as full and final settlement of this matter.

A Certificate of Funds in the amount of $16,000.00 is attached.

Signatures/Approval

Division BJD

Department

City Manager Shelley Dickstein

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CF020-175

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

_____ New Contract _____ Renewal Contract _____ Change Orders

Contract Start Date	
Expiration Date	
Original Commission Approval	$ -
Initial Encumbrance	$16,000.00
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
	Initial Agreement/Contract
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: $16,000.00 Fund Code 16009 - 5200 1221 - 63 - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Sam G. Caras Co., LPA and Mary Cooper

Vendor Address: 130 W Second Street Suite 310 Dayton OH 45402
Street City State Zipcode + 4

Federal ID: 31-1635453

Commodity Code: 96150

Purpose: Settlement of a claim due toa personal injury caused by City of Dayton. One time payment.

Commission approval is required.

Contact Person: Regina D. Blackshear Law - Civil 9/18/2020
Department/Division 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] 10/5/2020
Finance Director Signature Date

[signature] 10/2/2020 CF020-175
CF Prepared by Date CF/CT Number

KB 10/1/2021

MEMORANDUM | DAYTON

ATTORNEY-CLIENT PRIVILEGE

September 14, 2020

TO: Shelley Dickstein
City Manager

FROM: Barbara J. Doseck
City Attorney

JCM

SUBJECT: City of Dayton Claim #2019-120
Mary Cooper
$16,000.00

The purpose of this memorandum is to discuss settlement of the above-referenced claim. It is the opinion of this Department that the best interest of the City of Dayton is served by settlement of the claim. Accordingly, payment is recommended in the amount of $16,000.00.

Attorney Client Info Redacted

Commission approval is required.

Please contact Senior Attorney Leonard J. Bazelak should you have additional questions.

Approved:

Shelley Dickstein

Shelley Dickstein

cc: J. Parlette
L. Lofton
F. Stovall

ATTORNEY-CLIENT PRIVILEGE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sam G. Caras Co., L.P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
130 West Second Street, Suite 310

Requester's name and address (optional)

6 City, state, and ZIP code
Dayton, OH 45402

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 1 - 1 6 3 5 4 5 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Heather Binney **Date ▶** 02/20/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BACK

DRAFT

1st and 2nd Reading 6.

31846-20

By..... No.....

AN ORDINANCE

Accepting a Proposed Collective Bargaining Agreement with the Dayton Public Service Union, Local 101, A.F.S.C.M.E. Ohio Council 8 – City of Dayton and Clerical Chapters; Authorizing the City Manager to Execute Said Agreement; and Declaring an Emergency.

WHEREAS, The City of Dayton and the Dayton Public Service Union, Local 101, A.F.S.C.M.E. Ohio Council 8 – City of Dayton and Clerical Chapters, have negotiated in good faith with the intent of reaching a collective bargaining agreement; and

WHEREAS, A proposed collective bargaining agreement has been reached subject to approval by this Commission and the Dayton Public Service Union, Local 101, A.F.S.C.M.E. Ohio Council 8 – City of Dayton and Clerical Chapters; and

WHEREAS, In order to provide for the usual daily operations of the City of Dayton departments affected by the modification to the collective bargaining agreement, and for its timely acceptance by this Commission, it is necessary that this Ordinance take effect immediately; now, therefore,

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

Section 1. That this Commission hereby accepts a proposed collective bargaining agreement between the City of Dayton and the Dayton Public Service Union, Local 101, A.F.S.C.M.E. Ohio Council 8 – City of Dayton and Clerical Chapters, which agreement, in substantially completed form, is on file in the Department of Human Resources and incorporated herein by reference.

Section 2. That the City Manager is hereby authorized to execute the attached agreement and is further authorized and directed, along with the Director of Finance and other City officials, to do all things necessary to implement the terms of said

modification.

Section 3. For the reasons set forth in the preamble hereof, this Ordinance is declared to be an emergency and 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

TENTATIVE AGREEMENT
CONFIDENTIAL
NOT TO BE PRESENTED TO A MEDIATOR OR FACT-FINDER

This Tentative Agreement is entered into this 5th day of October, 2020, by and between the City of Dayton, Ohio (the City or Dayton), and A.F.S.C.M.E. Ohio Council 8 and the Dayton Public Service Union Local 101 (the Union or the D.P.S.U.).

WHEREAS, the City and the Union are parties to a master collective bargaining agreement and supplemental collective bargaining agreements addressing full-time and part-time employees (C.B.A.s), effective 2017-2020, governing the wages, hours, and other terms and conditions of employment for certain employees in the City; and

WHEREAS, the City and the Union are negotiating a Successor Master Agreement and Supplemental Agreements (Successor Agreements) to the C.B.A.s; and

WHEREAS, the City and the Union desire to settle all open issues between the parties regarding the negotiation of the Successor Agreements.

NOW THEREFORE BE IT RESOLVED THAT the City and the Union agree as follows:

1. Article 5 – Recognition of Union – Master Agreement:
   a. The parties agree to modify the fair-share and union security language. See **Exhibit 1.**

2. Article 5 – Recognition of Union – P.T.P.:
   a. Language will follow the Master Agreement. See **Exhibit 2.**

3. Article 8 – Wages – Master Agreement:
   a. The parties agree to the wage rates and wage deductions, cost savings days, and me-too, as set forth in **Exhibit 3**.

4. Article 8 - Wages – A.R.F.F.:
   a. Language will follow the Master Agreement. See **Exhibit 4**.

5. Article 8 – Wages – P.T.P.:
   a. Language will follow the Master Agreement. See **Exhibit 5**.

6. Article 9 – Hours of Work and Overtime – Master Agreement:
   a. The parties agree to employees being allowed to accrue and use forty (40) hours of compensatory time. See **Exhibit 6.**

7. Article 9 – Hours of Work and Overtime – A.R.F.F.:
   a. Language will follow the Master Agreement, but with the employees being entitled to forty-eight (48) hours of compensatory time. See **Exhibit 7**.

8. Article 9 – Hours of Work and Overtime – P.T.P.:
   a. Language will follow the Master Agreement, but with the employees being entitled to thirty-five (35) hours of compensatory time. See **Exhibit 8.**

9. Article 10 – Holidays – Master Agreement:
    a. The parties agree to employees receiving one AFSCME Workers' Memorial Day. See **Exhibit 9.**

10. Article 10 – Holidays – A.R.F.F.:
    a. Language will follow the Master Agreement. See **Exhibit 10.**

11. Article 10 – Holidays – P.T.P.:
    a. Language will follow the Master Agreement. See **Exhibit 11.**

12. Article 11 – Vacation – Master Agreement:
    a. Added prior MOU language to contract. See **Exhibit 12.**

13. Article 11 – Vacation – A.R.F.F.:
    a. Language will follow the Master Agreement. See **Exhibit 13.**

14. Article 11 – Vacation – P.T.P.:
    a. Language will follow the Master Agreement. See **Exhibit 14.**

15. Article 12 – Sick Leave – Master Agreement:
    a. The parties agree to add language clarifying that employees may not collect City paid accrued sick leave while also receiving temporary total payments from the Ohio Bureau of Workers' Compensation. **See Exhibit 15.**

16. Article 12 – Sick Leave – A.R.F.F.:
    a. Language will follow the Master Agreement. See **Exhibit 16**.

17. Article 12 – Sick Leave– P.T.P.:
    a. Language will follow the Master Agreement. **See Exhibit 17.**

18. Article 14 – Injury Leave – Master Agreement:
    a. Added prior MOU language to the contract, and added language about Occ at the DOC. See **Exhibit 18.**

19. Article 14 – Injury Leave – P.T.P.:
    a. Language will follow the Master Agreement. See **Exhibit 19.**

20. Article 15 – Funeral Leave – Master Agreement:
    a. Added PTP language. See **Exhibit 20.**

21. Article 15 – Funeral Leave – P.T.P.:
    a. Deleted language due to change with the Master Agreement. See **Exhibit 21.**

22. Article 17 – Jury Leave – P.T.P.:
    a. Deleted language and will reference the language in the Master Agreement. See **Exhibit 22.**

23. Article 19 – Insurance:
    a. The parties agree to maintain the current health insurance plan, contribution levels, and HSA/HRA amounts from the prior contract. The effective date for the H.S.A. deposit will be slightly modified to allow for banking issues after the New Year. The parties agree to me-too language regarding health care.

b. The parties agree that they will receive a monthly contribution rate holiday in February 2021, and a second contribution rate holiday in the 4th quarter of 2021, to be determined by Management in the 2nd quarter of 2021.

c. The parties agree that the pharmacy plan will change in 2021, and include the following additional elements:

   i. Step Therapy
   ii. Coupon Accumulator Program
   iii. Standard RX Network
   iv. Essential RX Formulary

d. The health insurance changes are outlined in **Exhibit 23**.

24. Article 19 – Insurance – P.T.P.:
    a. Deleted language and will reference the language in the Master Agreement. See **Exhibit 24.**

25. Article 24 – Grievances and Arbitration Procedure – Master Agreement:
    a. Added Dayton Mediation Center language. See **Exhibit 25.**

26. Article 25 – Discipline and Dismissal – P.T.P.:
    a. Deleted language and will reference the language in the Master Agreement. See **Exhibit 26.**

27. Article 26 – Miscellaneous – Master Agreement:
    a. Added language addressing involuntary separations due to medical disability. See **Exhibit 27.**

28. Article 36 – Duration – Master Agreement:
    a. The parties agree to a three (3) year successor agreement. The parties agree to a wage reopener for Article 8, Article 9, and Article 19 for 2022 and 2023. The parties agree that they may reopen Article 21, Article 24, and Article 25 in 2022 or 2023. See **Exhibit 28**.

29. Article 40 – Uniforms – Master Agreement:
    a. Moved some language and added Aircraft Rescue Firefighter (PT) language. See **Exhibit 29.**

30. Article 40 – Uniforms – P.T.P.:
    a. Deleted language and will reference the language in the Master Agreement. See **Exhibit 30.**

31. Addendum 1 – Master Agreement:
    a. Added additional denotes from prior MOUs. See **Exhibit ~~30~~.** 31 sbt

32. Addendum 2 – Master Agreement:
    a. Added additional denote from prior MOU. See **Exhibit ~~31~~.** 32 sbt

33. Other Contract Articles/Supplemental Agreements:
    a. All other articles and supplemental agreements remain unchanged.

34. Municipal Worker Memorandum of Understandings:
    a. The parties agree that the Municipal Worker Memorandum of Understandings will continue for the duration of the successor agreement.
    b. The parties agree that the Issue 9 Memorandum of Understanding will continue from November 1, 2020 through October 31, 2021.
    c. The parties agree that the Municipal Worker pay rate will follow the negotiated wage rate within the successor Master Agreement.

For the City

10-05-2020
Kenneth R. Couch date
Director of Human Resources

10.5.20
Brent L. McKenzie date
Deputy Director of Human Resources

Dawn D. Manuel 10-5-2020
Dawn D. Manuel date
Employee Relations Division Manager
Department of Human Resources

For the Union

10/5/2020
Stacey Benson-Taylor date
Regional Director
A.F.S.C.M.E. Ohio Council 8

10-5-2020
Ann Sulfridge date
President
A.F.S.C.M.E. Ohio Council 8

10-5-2020
Sean Harber date
Vice-President
D.P.S.U., Local 101

5 October 2020
Leo Geiger date
Blue Collar Chairperson
DPSU, Local 101

Alfreda Jones 10-5-2020
Alfreda Jones date
Clerical Chairperson
DPSU, Local 101

Yolanda Sanders 10-5-2020
Yolanda Sanders date
Secretary-Treasurer
DPSU, Local 101

BACK

DRAFT

1st & 2nd Reading 7.
31847-20

By..... No.....

AN ORDINANCE

Fixing the Compensation of the Unclassified Service, Establishing Policy Regarding the Fixing of Compensation for All Other Employees Who Are Not Members of a Collective Bargaining Unit, and Declaring an Emergency.

WHEREAS, This Commission by Ordinance No 31846-20 passed on October 14, 2020, accepted a proposed collective bargaining agreement with the Dayton Public Service Union, Local 101, A.F.S.C.M.E. Ohio Council 8 ("DPSU CBA"); and

WHEREAS, Section 161 of the City Charter provides that the Commission shall fix by ordinance the salary rate or compensation of the unclassified service; and

WHEREAS, Section 161 of the City Charter further provides that the City Manager shall fix the salary range or compensation of other employees in accordance with personnel regulations and collective bargaining agreements; and

WHEREAS, the Commission intends to follow the terms of the DPSU CBA in fixing the compensation of the unclassified service; and

WHEREAS, the Commission intends to establish a policy of following the terms of the DPSU CBA in fixing the compensation of all other employees who are not members of a collective bargaining unit; and

WHEREAS, To provide for the usual daily operations of the City of Dayton departments, it is necessary that this Ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. The Commission hereby fixes the compensation of the unclassified service to follow the terms of the DPSU CBA, to-wit:

(A) Wages

a. 2020 - 0% increase effective January 1, 2021.

b. The City will deduct the equivalent of forty (40) hours of compensation from each unclassified employee's paycheck during the 2021 calendar year.

c. The City will provide five (5) cost savings days to the unclassified staff to be used during the 2021 calendar year.

(B) Insurance Coverage

a. The employee's single coverage monthly contribution shall remain at $70.00 per month through December 31, 2021.

b. The employee's family monthly contribution amount shall remain at $200.00 per month through December 31, 2021.

c. Employees will receive a contribution rate holiday in February 2021, wherein the employee will not have to pay their monthly single or family contribution during that month. Employees will receive a second contribution rate holiday in the fourth quarter of 2021, at a date to be determined by the City Manager.

d. The annual health insurance deductible amount shall remain at $2,100.00 for single coverage and $4,200.00 for family coverage, and the City's annual Health Savings Account contribution shall remain at $1,500.00 for single coverage and $3,000.00 for family coverage through December 31, 2021.

e. After paying the deductible amount, an employee shall incur a charge of $200.00 for emergency room usage.

f. After paying the deductible amount, an employee shall incur a charge of $20.00 for each office visit.

g. Effective January 1, 2022, Anthem will implement a: (1) Step Therapy Program for any new prescriptions issued after January 1, 2022; (2) Coupon Accumulator Program; (3) Standard RX networks; and (4) Essential R.X. Formulary for the City's prescription drug program.

h. An employee's employed spouse must have primary coverage under the spouse's employer's insurance plan, if eligible, although the spouse may retain secondary coverage under the City's plan.

i. Employee life insurance and accidental death and dismemberment insurance will remain at $25,000 through December 31, 2021.

(C) Floating Holiday

a. Eligible unclassified employees will receive one (1) Floating Holiday during 2021.

(D) Sick Leave

a. Eligible unclassified employees may not receive paid City sick leave and temporary total disability compensation from the State of Ohio at the same time.

Section 2. The Commission hereby elects not to follow the DPSU CBA concerning longevity and compensatory time, to-wit:

(E) Longevity

a. For eligible unclassified employees, longevity shall be paid as follows:

i. Employees who have completed five (5) years of service shall receive an annual payment of two hundred fifty dollars ($250.00).

ii. Employees who have completed ten (10) years of service shall receive an annual payment of three hundred dollars ($300.00).

iii. Employees who have completed fifteen (15) years of service shall receive an annual payment of four hundred dollars ($400.00).

iv. Employees who have completed twenty (20) years of service shall receive an annual payment of six hundred dollars ($600.00).

v. The above payments shall be made in a lump sum on the first pay period of November of each year.

vi. When an employee's anniversary date occurs before November 1 of a payment year, they shall receive the full payment per the above payment schedule.

vii. If an employee who is eligible for the above payment terminates their employment, the annual payment provided herein shall be pro-rated for the period of their employment.

(F) Eligible unclassified employees shall not receive compensatory time.

Section 3. That the Commission hereby establishes a policy of following the terms of the DPSU CBA as set forth in Section 1 of this Ordinance, regarding the fixing of compensation for all employees who are either not in the unclassified service or not members of a collective bargaining unit.

Section 4. The Commission elects to establish a policy of not following the terms of the DPSU CBA as set forth in Section 2 of this Ordinance, regarding the fixing of compensation for all employees who are either not in the unclassified service or not members of a collective bargaining unit.

Section 5. For the reasons set forth in the preamble hereof, this Ordinance is declared an emergency and 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

BACK

DRAFT

1st and 2nd Reading 6542-20

8.

BY..... NO.....

A RESOLUTION

Approving the Submission of Grant Applications to the District 4 (Montgomery County, Ohio) Public Works Commission Integrating Committee; Authorizing the Acceptance of Grant Awards from the State of Ohio Public Works Commission for the State Issue 1 Program for Public Capital Infrastructure Improvements in an Amount Not to Exceed Five Million Four Hundred Forty-Eight Thousand Seven Hundred Forty-One Dollars and Zero Cents ($5,448,741.00) on Behalf of the City of Dayton; and Declaring an Emergency.

WHEREAS, The voters of Ohio Passed Issue 1 authorizing the State of Ohio to issue bonds for the purpose of financing or assisting local governments in financing Public Infrastructure Capital Improvements; and

WHEREAS, The General Assembly passed Amended Substitute House Bill 381 in June of 1989, which among other sections amended Section 164.05 and added Section 164.14 to the Ohio Revised Code, thereby creating a Local Transportation Improvement Fund to be administered through the District Public Works Integrating Committees in a manner similar to the Issue 1 Program, expenditures from said fund being limited to roads, bridges, and other public infrastructure improvements; and

WHEREAS, The City of Dayton has been notified that Twelve Million Five Hundred Sixty-Five Thousand Dollars and Zero Cents ($12,565,000.00) will be available to the jurisdictions within the area covered by the District 4 Public Works Integrating Committee in total for the fiscal year 2022; and

WHEREAS, The City's request is based upon an analysis of unmet infrastructure needs and contingent upon an approved grant application submitted to the District 4 Public Works Integrating Committee; and

WHEREAS, Participation in these programs requires the availability of matching funds as spelled out in the application to abide by all procedures as noted in the Standing Rules with matching funds of proposed projects not to exceed Seven Million Two Hundred Sixty-Eight Thousand Two Hundred Fifty-Nine Dollars and Zero Cents ($7,268,259.00) in order to secure Five Million Four Hundred Forty-Eight Thousand Seven Hundred Forty-One Dollars and Zero Cents ($5,448,741.00) in grant funding to cover fiscal year 2022; and

WHEREAS, The City of Dayton is located within the area covered by the District 4 Public Works Integrating Committee and is entitled to apply singly or jointly for these funds for necessary infrastructure improvements; and

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

WHEREAS, The submission date of the grant application is November 4, 2020, therefore it is necessary for the immediate preservation of the public peace, property, health, and safety that this resolution take effect at an early date; now, therefore,

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

SECTION 1. That this Commission approves the City Manager's submission of a grant application and supporting documents to the District 4 Public Works Integrating Committee for participation in the State Issue 1 Program for eligible Public Infrastructure Capital Improvements defined as the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, wastewater treatment systems, water supply systems, solid waste disposal facilities, flood control systems, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

SECTION 2. 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 in an amount not to exceed Five Million Four Hundred Forty-Eight Thousand Seven Hundred Forty-One Dollars and Zero Cents ($5,448,741.00) from the State of Ohio Public Works Commission under the State Issue 1 Program for eligible Public Infrastructure Capital Improvements.

SECTION 3. 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 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

October 5, 2020

TO: Shelley Dickstein
City Manager

FROM: Joseph Weinel, Chief Engineer
Division of Civil Engineering

SUBJECT: Resolution for Round 35 State Issue 1 Application Submittals

Attached are an original and a copy of a Resolution authorizing the City to submit applications to the Ohio Public Works Commission District 4 Integrating Committee for project funding in the State Issue 1 program for State Fiscal Year 2022. The Resolution must be approved by the Dayton City Commission and be included with the project applications, which are due November 4, 2020. Please present this Resolution to the City Commission at its October 21, 2020 meeting as an Emergency (two readings at one meeting). The Department of Law has reviewed and approved this document as to form.

We are proposing to submit applications for nine projects. The following is a summary of the projects and proposed funding sources:

1. Salem Avenue Reconstruction Phase 2	
State Issue 1 (funding request)	$ 1,412,241
Surface Transportation Program (funding obtained)	$ 4,287,759
2. Keowee Street Reconstruction	
State Issue 1 (funding request)	$ 780,000
City of Dayton General Capital (funding request)	$ 260,000
3. Gettysburg Avenue Rehabilitation	
State Issue 1 (funding request)	$ 985,000
City of Dayton General Capital (funding request)	$ 325,000
4. Madison Street Reconstruction and Expansion	
State Issue 1 (funding request)	$ 886,500
City of Dayton General Capital (funding request)	$ 295,500
5. South Broadway Street Reconstruction	
State Issue 1 (funding request)	$ 985,000
City of Dayton General Capital (funding request)	$ 350,000

6. Linden Heights Storm Sewer Rehabilitation

State Issue 1 (funding request)	$ 200,000
City of Dayton Water Capital (funding request)	$ 1,105,000

7. Stegman Sanitary Lift Station Improvements

State Issue 1 (funding request)	$ 200,000
City of Dayton Water Capital (funding request)	$ 700,000

These roadway project submittals were approved by the Transportation Policy Committee.

The Ohio Public Works Commission District 4 Integrating Committee will be receiving $12,565,000 for projects for State Fiscal Year 2021. The funds will be distributed based on the ratings for all projects from the various jurisdictions within the District 4 area (Montgomery County). Our total request for the seven projects is $5,448,741.

If you have any questions, please contact me at 4218..

JRW

Attachments

Cc: Mr. Parlette
Ms. Lofton
Mr. Stovall

DRAFT

1st and 2nd Reading 6543-20

9.

By ..... No. .....

A RESOLUTION

Authorizing the City Manager to Enter into a Community Agreement with the Montgomery County Land Reutilization Corporation to Participate in the Blight Abatement/Demolition 2.0 Program, and Declaring an Emergency.

WHEREAS, O.R.C. Section 1724.02 authorizes the Montgomery County Land Reutilization Corporation (MCLRC) to facilitate the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county for the purpose of promoting economic and housing development in the county; and

WHEREAS, The MCLRC has established the Blight Abatement/Demolition 2.0 Program to strategically demolish structures in targeted neighborhoods in order to stabilize property values and curtail health and safety concerns associated with abandoned and nuisance properties; and

WHEREAS, The MCLRC has identified $744,473.00 for demolition activities in the City of Dayton to be funded on a dollar for dollar basis, and

WHEREAS, There are thousands of abandoned buildings in the City of Dayton of which at least eleven hundred are currently on the Nuisance List and eligible for demolition, and

WHEREAS, The City of Dayton and MCLRC will cooperate in developing a plan for the abatement of nuisances properties or for MCLRC to acquire properties in targeted areas, and

WHEREAS, The City of Dayton and MCLRC are desirous of mutually cooperating to complete, where applicable, the acquisition or declaring properties a nuisance /condemnation, demolition, grading, disposition, re-greening and maintenance activities referenced in this Blight Abatement/Demolition 2.0 Community Agreement, on the terms and conditions stated in this Agreement, and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and to assist with the immediate need to strategically demolish structures in these targeted neighborhoods, it is necessary that this Resolution take effect immediate upon its adoption; 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 "Blight Abatement/Demolition 2.0 Community Agreement" as substantially set forth in Exhibit A attached hereto and incorporated herein thereby authorizing the City of Dayton to participate in the Blight Abatement/Demolition 2.0 Program.

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

MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
BLIGHT ABATEMENT/DEMOLITION 2.0 PROGRAM
COMMUNITY AGREEMENT

THIS AGREEMENT is entered into as of ____day of _____, 2020, by and between MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION, an Ohio corporation for non-profit, having an address of 130 West Second Street Suite 1425, Dayton, Ohio ("MCLRC"), and the CITY OF DAYTON, OHIO ("Participant").

W I T N E S S E T H:

WHEREAS, in August of 1961, O.R.C. Section 1724.01 became effective and provided for the establishment of county land reutilization corporations for the purpose of facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county for whose benefit the corporation is organized and the purpose of promoting economic and housing development in the county; and

WHEREAS, pursuant to O.R.C. Section 1724.02, MCLRC has, among other powers, the power to do all acts and things necessary or convenient to carry out the purposes of O.R.C. Section 1724.01; and

WHEREAS, MCLRC will strategically demolish structures in targeted neighborhoods in order to stabilize property values and curtail health and safety concerns associated with abandoned and nuisance properties; and

WHEREAS, MCLRC has adopted or will adopt certain policies and procedures that were or will be developed in connection with this demolition program; and

WHEREAS, MCLRC and Participant will cooperate in developing a plan for the abatement of nuisances at properties or for MCLRC to acquire properties in targeted areas through tax foreclosures, donations, acquisitions of tax liens, purchase, declaring properties a nuisance / condemning them under the law, or any other means MCLRC deems appropriate, and if necessary MCLRC will hold the acquired properties for a period of time as provided in this Agreement; and

WHEREAS, MCLRC, the City of Dayton, Ohio and the City of Kettering, Ohio (each a "Project Manager" and collectively, the "Project Managers") are supporting the effort by contracting for, and the management of, environmental survey and remediation, demolition, grading, re-greening, and maintenance activities, and Participant has designated a community

representative who has authority to make decisions on Participant's behalf and who will be responsible for coordinating Participant's responsibilities with MCLRC and the Project Managers throughout the term of this Agreement; and

WHEREAS, MCLRC and Participant are desirous of mutually cooperating to complete, where applicable, the acquisition or declaring properties a nuisance /condemnation, demolition, grading, disposition, re-greening and maintenance activities referenced in this Agreement on the terms and conditions stated in this Agreement; and

WHEREAS, Participant has sufficient statutory or other legal authority and the management and financial capability needed to assume its obligations under this Agreement, and Participant has agreed to perform those obligations on the terms and conditions provided in this Agreement; and

WHEREAS, MCLRC's Executive Director (the "Director") has authority to enter into and perform the agreements with Participant on behalf of MCLRC.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated in this Agreement, the parties to this Agreement, with the intent to be legally bound, agree as follows:

1. Community Representative and Notices

Participant designates City Manager Shelley Dickstein, or her designee, (the "Community Representative") as Participant's agent for purposes of this Agreement, and this Community Representative will have authority to make decisions on behalf of Participant and to bind Participant as provided in this Agreement and in the performance of Participant's obligations. All notices, correspondence and communications to or from Participant, which are provided for or to be given under this Agreement, whether with MCLRC, the Director, a Project Manager or their respective agents and contractors, will be communicated or made to Participant through the Community Representative or her designee. All notices, correspondence and communications to the Project Manager provided for or to be given under this Agreement by Participant or its agents, contractors or representatives will be simultaneously given to the MCLRC Program Manager, Susie Crabill by email to SCrabill@MCLandBank.com read receipt confirmed.

2. Target Area and Property Identification

Participant will provide to MCLRC a target area(s) or specific properties according to the Program Guidelines attached hereto and made a part here of that may be amended from time to time within Participant's jurisdiction (the "Target Area") for demolition activities as provided in this Agreement. These Target Areas may include properties owned by Participant and will be either part of a larger community stabilization effort, connect to or be a part of a previously identified target area, have been determined to present a threat to human health, safety, environment and/or presents a nuisance to the community or otherwise significant to the community, and approved by MCLRC at its sole discretion. Participant will identify specific property(s) within a Target Area at which Participant believe nuisance conditions exist or that Participant desires MCLRC to acquire for demolition. MCLRC or the Participant will determine if the property(s) meet the vacant abandoned criteria. For property(s) that are to be acquired, upon MCLRC's determination that the property(s) meets the criteria, notice will be provided to the Participant, and MCLRC may proceed with the acquisition of the property(s) through tax foreclosures, deed in lieu of tax foreclosure or donation. For nuisance property(s) that are not being acquired, MCLRC and Participant shall determine the statutory process that will be followed to allow for demolition at the property(s) and whether MCLRC or Participant will initiate and pursue the process to completion.

3. Scope of Work, Schedule and Budget

A. Approvals. Upon MCLRC's approval or acquisition of each property for participation in the program, doors, windows and openings of any structures at the property will be covered to discourage trespassing. All work to be done under this Agreement will be in accordance with the Construction and Material Specifications of the City of Dayton dated October 1, 2008 (the "Construction and Material Specifications"). An environmental survey will be scheduled to determine if environmental remediation is needed prior to the demolition. Once the scope of environmental work is determined, bids will be requested from prequalified remediation contractors. Review of the bids and awarding the remediation contract will be performed by the Project Manager. Upon successful completion of the environmental remediation, the property will be re-inspected by the original environmental survey contractor to confirm that all environmental concerns

have been resolved. The property will then be submitted for bidding to demolish the structure(s). The demolition will include removal of all structural components of the buildings. The cavity that is created by removal of the buildings will be backfilled with clean fill materials and topped with 4 inches of high quality topsoil. The entire area affected by the demolition will be reseeded.

B. Inspections and Completion of Work. The Project Manager or their staff will perform all inspections pertaining to the scope of work, and will be solely responsible in determining when the scope of work has been completed in accordance with the Construction and Material Specifications. Only upon successful completion of the work will payment be approved.

C. Funding and Cost Reconciliation. Participant acknowledges that MCLRC has assigned a 2020 funding allocation amount for their community ("MCLRC Share") and that amount is the limit that MCLRC will provide for demolition and other eligible costs defined in the Guidelines. The minimum allocation amount per Participant is $7,500. Participant acknowledges that MCLRC will receive invoices for the work and be responsible for payment to contractors and vendors. For property(s) to be acquired, upon the Participant's identification of properties for MCLRC to acquire or when the Participant offers properties that Participant already owns for demolition, Participant will pay to MCLRC $5,000 per property as a "Property Deposit". For nuisance property(s), Participant will pay to MCLRC the Property Deposit upon MCLRC's determination that applicable statutory requirements are satisfied to allow demolition to legally proceed, and MCLRC will (i) certify to the Montgomery County Auditor such information required for abatement costs to be collected with real estate taxes, or (ii) follow other available statutory processes to place a lien against the applicable property for abatement costs. If the assessed amount or lien amount, as applicable, is recovered, the recovered amount shall be shared by Participant and MCLRC in proportion to the shared cost of demolition between the Participant and MCLRC. Upon completion of the demolition and re-greening of the property, MCLRC will issue an invoice to the Participant for the balance of Participant's share of costs. "Participant's Share" shall be equal to one half of the total cost of the demolition, acquisition, disposition, maintenance, environmental survey and remediation,

project oversight, insurance, assessment, and demolition costs. "Participant's Balance" shall be equal to Participant's Share less the Property Deposit. Participant shall pay this balance in full within 60 days after the date of the invoice. Participant understands that, for property(s) that are acquired, the Property is exempt from real estate taxes but not assessments while title to the Property is held by MCLRC. Participant further understands that upon the transfer of the Property to Participant, the Property will no longer be exempt from real estate taxes (unless Participant otherwise obtains an exemption), and Participant will be responsible for real estate taxes and assessments, including those charges for periods before MCLRC or Participant took title. Total payment by Participant during the term of the Agreement shall not exceed Seven Hundred Forty-Four Thousand Four Hundred Seventy Three Dollars and Zero Cents ($744,473.00).

4. Participant Services

Participant will waive all permits, fees and charges that would otherwise be chargeable or collected by Participant in connection with the activities to be undertaken pursuant to this Agreement. Participant further agrees to provide, at Participant's expense, all public safety support (e.g. fire department, police, etc.) if requested by the Project Manager in connection with the administration and performance of this Agreement. Participant also agrees to cooperate with MCLRC in good faith to collect and assemble information required under this Agreement.

5. Maintenance

Participant will be responsible for the mowing of the property upon acquisition by MCLRC. Upon completion of all demolition activities, including the seeding of the property, Participant will immediately be responsible for the maintenance of the property when notified by MCLRC that demolition activities are complete, and regardless of whether title has been transferred to Participant. All contractors who perform maintenance on the properties must provide to MCLRC proof of Worker's Compensation insurance and liability insurance in coverage amounts acceptable to MCRLC.

6. Disposition of Acquired Properties

Disposition of acquired properties to Participant will occur once all costs for the demolition have been submitted to and paid by MCLRC, and Participant has paid to

MCLRC the Participant's Balance owed pursuant to Section 3.C of this Agreement. All costs and fees associated with the transfer of the property to Participant will be included in the total amount that will be paid for by MCLRC, and Participant will pay half of these costs and fees. Participant will accept the Property in its as-is condition and subject to all defects, patent or latent and whether known or unknown at the time of MCLRC's acquisition of title to the Property.

7. Liability; Insurance

A. Scope of Project Party Obligations. Neither MCLRC, the Project Manager nor their respective contractors, agents, representatives, directors, officers, managers, members, partners or principals (collectively, the "Project Parties") will have any duties or obligations whatsoever in connection with the work to be performed pursuant to this Agreement or with respect to the properties where such work occurs except as expressly stated in this Agreement. Nothing in this Agreement or otherwise will be construed as any warranty or representation of any kind by MCLRC or the Project Manager with respect to the properties or otherwise. Effective upon the date demolition and reseeding work have been completed and approved for payment, any and all duties and obligations of MCLRC and the Project Manager arising under this Agreement or otherwise relating to the applicable property will terminate. Upon this termination, Participant, its successors and assigns, will release and waive all liabilities, claims and causes of action against all Project Parties, whether known or unknown, foreseen or unforeseen, actual or contingent, and whether arising directly or indirectly in connection with this Agreement or the property.

B. Liability. Except as expressly stated in this Agreement, MCLRC will have no duty, obligation, liability or responsibility for the control, care, operation, management, repair, replacement or restoration of the property(s), or any waste committed on the property(s) or any dangerous or defective condition of the property(s) or any vandalism or break-ins at the property(s). Nothing in this Agreement or otherwise will be construed as any warranty or representation of any kind by MCLRC or the Participant with respect to the property(s) or otherwise. To the extent permitted by law, MCLRC and Participant shall be responsible for any claim or cause of action made against it arising out of the performance of its duties under this Agreement, and neither party shall be required or

responsible to indemnify, defend, or hold harmless the other for any such claim or cause of action. Each party shall obtain for itself insurance or other security for the performance of this Agreement. Nothing in this Agreement shall be construed to waive any immunity of MCLRC or Participant provided at law. In addition, MCLRC will have no liability or responsibility for any negligence in the management, upkeep, or repair of the Property. The terms and conditions of this Section will survive any conveyance of the Property from MCLRC or any termination or expiration of this Agreement without limitation.

C. Insurance. During the period MCLRC holds title to any acquired property(s), MCLRC will maintain commercial general liability insurance against claims for bodily injury, personal injury, or death, occurring in, on, under or about the property(s) in amounts and in form and substance satisfactory to MCLRC and as otherwise required by the terms of Schedule I attached to this Agreement. The insurance to be maintained by MCLRC pursuant to this Agreement will be provided for under valid and enforceable policies issued by financially responsible insurers authorized to do business in Ohio in accordance with the terms stated in Schedule I to this Agreement. Participant will maintain commercial general liability insurance on all property(s) owned by Participant, and such insurance will comply with the terms of Schedule A. During all periods that MCLRC is conducting activities at property(s) owned by Participant, MCLRC will be named as an additional insured on policies maintained by Participant. Except as required by this Agreement, Participant will be solely responsible for determining any other types of insurance coverage to be maintained and the policy limits and deductible amounts. MCLRC will have no liability or responsibility whatsoever with respect to such matters.

D. Damage. In the event of any damage or destruction to a property covered by this Agreement, MCLRC or Participant may elect to terminate this Agreement with respect to the damaged property by written notice to the other. Upon termination, MCLRC will be relieved of all obligations under this Agreement. MCLRC will have no liability or responsibility for any damage or destruction or for the repair or restoration of the property. MCLRC and Participant will reasonably cooperate with the other with respect to making claims on any applicable insurance to the extent the other party is deemed to hold any rights to such insurance. Any proceeds payable will be used for the payment of the costs of work

performed pursuant to this Agreement, or if this Agreement is terminated, proceeds will be retained by or assigned to the party holding title to the property. If neither MCLRC nor Participant terminates this Agreement, they will work together to modify, if needed, and the demolition plan for the property,

8. No Third Party Beneficiaries

Under no circumstances will MCLRC be responsible or liable to any person or business for, or on account of, any disbursement of, or failure to disburse, the demolition funds paid to any firm under contract to MCLRC or any part thereof, and no contractor, subcontractor, vendor, material supplier, laborer or other party will have a right or claim against MCLRC under this Agreement or in connection with the administration of the work provided for in this Agreement.

9. No Assignment

The parties agree that this Agreement will not be assigned by Participant.

10. No Discrimination

During the performance of this Agreement, Participant will not discriminate against any employee or applicant for employment, or any person or business entity considered for engagement by Participant in connection with any activities related to this Agreement, because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Participant will ensure that any person or business entity engaged in the activities related to this Agreement are treated, without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action will include, but is not limited to, the following: Participant and all persons claiming through Participant agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Cumulative Remedies

No remedy provided in this Agreement is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given to MCLRC under this Agreement or now or hereafter existing at law or in equity.

12. No Waiver

No delay or omission of MCLRC in exercising or enforcing any of its rights, powers, privileges, discretion or remedies will constitute a waiver thereof, and no waiver by MCLRC of any default of Participant under this Agreement will operate as a waiver of any other default. No term or provision of this Agreement will be waived except with the prior written consent of MCLRC.

13. Severability

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance is held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid, unenforceable or illegal, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. Entire Agreement

The Blight Abatement/Demo 2.0 Program Guidelines issued by MCLRC, as may be amended from time to time, are incorporated into and made a part of this Agreement along with Schedule I. This Agreement, together with the Program Guidelines and Schedule I, contains the entire agreement of the parties with respect to the subject matter addressed in this Agreement. All work to be done under this Agreement, will be in accordance with the Construction and Material Specifications of the City of Dayton dated October 1, 2008 (the "Construction and Material Specifications"). This Agreement will supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement will not be modified in any manner except by an instrument, in writing, signed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

15. Governing Law

This Agreement and any modifications, amendments, or alterations, are governed, construed, and enforced under the laws of the State of Ohio.

16. Authority

The signatures to this Agreement will act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

17. Conflict of Interest

No personnel of MCLRC or Participant, any subcontractor of MCLRC or Participant, or any public official, employee or member of the governing body of Participant, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, will prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his, her or its functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his, her or its interest to MCLRC in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless MCLRC determines that, in light of the personal interest disclosed, his, her or its participation in any such action would not be contrary to the public interest.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

MONTGOMERY COUNTY LAND
REUTILIZATION CORPORATION

By: _____
Michael J. Grauwelman
Executive Director

CITY OF DAYTON, OHIO

By:_____

City Manager

APPROVED AS TO FORM
AND CORRECTNESS

10/5/2020

X John Musto for
City Attorney
Signed by: Musto, John

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

_____, 2020

By Resolution No. _____

Schedule I

Required Insurance Coverage:

General liability coverage limits for the locations/premises that contain buildings:

General Liability Each Occurrence - $1,000,000

General Aggregate - $2,000,000

MEMORANDUM | DAYTON

October 6, 2020

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

FROM: Todd M. Kinskey, Director Todd M. Kinskey
Todd M. Kinskey (Oct 6, 2020 10:56 EDT)
Department of Planning and Community Development

SUBJECT: Emergency Resolution approving Community Agreement to participate in the Blight Abatement/ Demoltion 2.0 Land Bank Program

Attached for your review and placement on the October 14, 2020, City Commission Calendar is an Emergency Resolution and accompanying Community Agreement for participation in the Land Bank's Blight Abatement/ Demolition 2.0 Program. Please read the Resolution twice at one meeting.

Under this program, the Land Bank has allotted $744,473.00 to the City of Dayton for demolition purposes on a dollar-for-dollar match basis. We anticipate using both General Fund and CDBG dollars to serve as the match for this program.

The Department of Law has reviewed both the Resolution and the Community Agreement as to form and correctness.

If you have any questions or require additional information, please contact me at extension 4209.

Thank you.

TMK

Demo2_Memo to CM_10-6-2020 Resolution

Final Audit Report 2020-10-06

Created:	2020-10-06
By:	Miranda Brooks (miranda.brooks@daytonohio.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM9iRTbjbvYuXUT3XAFc8ksU8MsdfIAD6

"Demo2_Memo to CM_10-6-2020 Resolution" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-06 - 2:55:38 PM GMT- IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-06 - 2:55:58 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-06 - 2:56:11 PM GMT- IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-06 - 2:56:38 PM GMT - Time Source: server- IP address: 74.83.54.61

Agreement completed.
2020-10-06 - 2:56:38 PM GMT

Adobe Sign

BACK

DRAFT

1st and 2nd Reading 10.
6544-20

By..... No.....

A RESOLUTION

Authorizing the Acceptance of an Aggregate Grant Award from the United States Department of Justice in the Amount of One Hundred Thirty-Seven Thousand Nine Hundred Fifty-One Dollars and Zero Cents ($137,951.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The United States Department of Justice, Bureau of Justice Assistance administers the Edward Byrne Memorial Justice Assistance Grant (JAG) programs and makes funding available to jurisdictions for disparate jurisdictions to submit a joint application for the aggregate grant funds; and

WHEREAS, The City of Dayton (City) and the Board of Montgomery County (County) submitted a joint application for the federal fiscal year (FFY) 2020 JAG – Local Solicitation to continue and enhance the City and Montgomery County's crime analysis programs and criminal justice information systems along with support for Montgomery County's Juvenile Work Program; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the FFY 2020 JAG – Local Solicitation grant application on behalf of the City of Dayton; and

WHEREAS, The United States Department of Justice awarded a grant to the City and County under the FFY 2020 JAG – Local Solicitation grant in the aggregate amount of One Hundred Thirty-Seven Thousand Nine Hundred Fifty-One Dollars and Zero Cents ($137,951.00); and

WHEREAS, The City and the County agreed that the awarded funding will be allocated with the City receiving One Hundred and Ten Thousand Three Hundred Sixty-One Dollars and Zero Cents ($110,361.00), subject to the City's acceptance, and the County receiving Twenty-Seven Thousand Five Hundred Ninety Dollars and Zero Cents ($27,590.00) as provided in the July 29, 2020 Memorandum of Understanding (MoU), which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, The City of Dayton, according to the MoU with Montgomery County, is the lead agency and will act as Fiscal Agent under the grant; 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. The City Manager or designee is authorized to accept the award of funds from the FFY 2020 JAG – Local Solicitation 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 United States Department of Justice.

Section 2. The City Manager or designee is authorized to act as the Fiscal Agent for the award of funds from the FFY 2020 JAG – Local Solicitation in the aggregate amount of One Hundred Thirty-Seven Thousand Nine Hundred Fifty-One Dollars and Zero Cents ($137,951.00).

Section 3. The City Manager or designee is authorized to allocate and distribute funds awarded according MoU with Montgomery County dated August 29, 2020.

Section 4. That for the reasons set forth in the preamble hereof, the Dayton City 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

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Dayton
101 W. Third St.
Dayton, OH 45402-1814

4. AWARD NUMBER: 2020-DJ-BX-0748

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023

BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023

6. AWARD DATE 09/19/2020

7. ACTION

Initial

8. SUPPLEMENT NUMBER

00

2a. GRANTEE IRS/VENDOR NO.

316000175

2b. GRANTEE DUNS NO.

004478194

3. PROJECT TITLE

Dayton and Montgomery County, Ohio 2020 JAG

9. PREVIOUS AWARD AMOUNT $ 0

10. AMOUNT OF THIS AWARD $ 137,951

11. TOTAL AWARD $ 137,951

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan

Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Shelley Dickstein
City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		137951

21. VDJUGT3100

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

PROJECT NUMBER 2020-DJ-BX-0748 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

PROJECT NUMBER 2020-DJ-BX-0748 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

PROJECT NUMBER 2020-DJ-BX-0748 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

PROJECT NUMBER 2020-DJ-BX-0748 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

SPECIAL CONDITIONS

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

SPECIAL CONDITIONS

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

SPECIAL CONDITIONS

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

SPECIAL CONDITIONS

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

SPECIAL CONDITIONS

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

PROJECT NUMBER 2020-DJ-BX-0748 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (https://bjapmt.ojp.gov/). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https:/ / www.bja.gov/ Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https:/ / www.bja.gov/ profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https:/ / www.bja.gov/ SuccessStoryList.aspx.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Dayton

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice (DOJ)
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-DJ-BX-0748

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Nicko Taylor
(202) 598-5525

2. PROJECT DIRECTOR (Name, address & telephone number)

Sheelah Moyer
Budget and Grant Admin
335 W. Third Street
Dayton, OH 45402-1814
(937) 333-1045 ext.146

3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts $25,000 or More

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Dayton and Montgomery County, Ohio 2020 JAG

5. NAME & ADDRESS OF GRANTEE

City of Dayton
101 W. Third St.
Dayton, OH 45402-1814

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2023

9. AMOUNT OF AWARD

$ 137,951

10. DATE OF AWARD

09/19/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

Ms. Shelley Dickstein
City of Dayton
101 W. Third St.
Dayton, OH 45402-1814

Dear Ms. Dickstein:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Dayton for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts $25,000 or More." The approved award amount is $137,951. These funds are for the project entitled Dayton and Montgomery County, Ohio 2020 JAG.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Dayton accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Nicko Taylor, Program Manager at (202) 598-5525; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2020

Ms. Shelley Dickstein
City of Dayton
101 W. Third St.
Dayton, OH 45402-1814

Dear Ms. Dickstein:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

GRANT APPLICATION APPROVAL FORM

Date: 8/7/2020

Department/Division
Submitting Application: **Police/Director's Office**

Project Title: **2020 Dayton and Montgomery County, Ohio JAG**

CFDA Title and Number: **16.738 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

(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 2020 JAG provides funding to local law enforcement projects with the allocation determined by crime statistics. The City and County qualify for $137,951 in funding under the 2020 JAG calculation. DPD will use $110,361 to purchase Fixed Site License Plate Readers (FSLPRs) to aid in reducing and preventing crime. Montgomery County will use $27,590 to increase maintenance, add improvements and purchase needed equipment and/or make additional information available on JusticeWeb. JusticeWeb is the County's criminal information system.

City Manager and Director of Police approve electronic signature of online documents to be submitted in support of this grant application. The City Manager agrees to permit Police staff to make administrative updates and changes necessary to finalize the application in anticipation of a grant award.

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: August 19, 2019

When will grant award decision be made? (Estimate if necessary) September 2020

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
Fed	Dept. of Justice, Office of Justice Programs	$ 137,951.00
State		$ 0.00
City of Dayton	None	$ 0.00
Other		$ 0.00
TOTAL		**$ 137,951.00**

(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: _____ 8/14/2020
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 (Aug 18, 2020 08:52 EDT) Aug 18, 2020
Date

Director of Finance ***(IF CASH MATCH IS REQUIRED)*** _____
Date

City Manager's Office Shelley Dickstein (Aug 18, 2020 10:42 EDT) Aug 18, 2020 Date

RI-E 171

JAG Local: Eligible Allocation Amounts $25,000 or More 2020-H7446-OH-DJ

Application Correspondence Application: Switch to ...

Review SF-424 Print a Copy

Application Handbook

Overview

Applicant Information

Project Information

Budget and Program Attachments

Assurances and Certifications

Review SF 424

Submit Application

Help/Frequently Asked Questions

GMS Home

Log Off

APPLICATION FOR FEDERAL ASSISTANCE	**2. DATE SUBMITTED**	**Applicant Identifier**
1. TYPE OF SUBMISSION Application Non-Construction	**3. DATE RECEIVED BY STATE**	**State Application Identifier**
	4. DATE RECEIVED BY FEDERAL AGENCY	**Federal Identifier**

5.APPLICANT INFORMATION	
Legal Name City of Dayton	**Organizational Unit** Dayton Police Dept.
Address 335 W Third St Dayton, Ohio 45402-1814	**Name and telephone number of the person to be contacted on matters involving this application** Moyer, Sheelah (937) 333-1082
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 31-6000175	**7. TYPE OF APPLICANT** Municipal
8. TYPE OF APPLICATION New	**9. NAME OF FEDERAL AGENCY** Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: Edward Byrne Memorial Justice Assistance Grant Program	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT** Dayton and Montgomery County, Ohio 2020 JAG
12. AREAS AFFECTED BY PROJECT City of Dayton and Montgomery County, OH	
13. PROPOSED PROJECT Start Date: October 01, 2019 End Date: September 30, 2023	**14. CONGRESSIONAL DISTRICTS OF** a. Applicant b. Project OH10

15. ESTIMATED FUNDING		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
Federal	$137,951	Program has not been selected by state for review
Applicant	$0	
State	$0	
Local	$0	
Other	$0	
Program Income	$0	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
TOTAL	$137,951	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Continue

JAG Local: Eligible Allocation Amounts $25,000 or More 2020-H7446-OH-DJ

Application Correspondence Application: Switch to ...

Application Handbook

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Review SF 424

Submit Application

Help/Frequently Asked Questions

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Project Information

*Descriptive Title of Applicant's Project Dayton and Montgomery County, Ohio 2020 JAG		
*Areas Affected by Project City of Dayton and Montgomery County, OH		
Proposed Project		
	*Start Date	October 01 2019
	*End Date	September 30 2023
*Congressional Districts of		
	Project	Congressional District 07, OH Congressional District 08, OH Congressional District 09, OH Congressional District 10, OH
*Estimated Funding		
Federal		$ 137951 .00
Applicant		$ 0 .00
State		$ 0 .00
Local		$ 0 .00
Other		$ 0 .00
Program Income		$ 0 .00
TOTAL		$ 137951 .00

Save and Continue

JAG Local: Eligible Allocation Amounts $25,000 or More 2020-H7446-OH-DJ

Application Correspondence Application: Switch to ...

Application Handbook

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Applicant Information

Project Information

Budget and Program Attachments

Assurances and Certifications

Review SF 424

Submit Application

Help/Frequently Asked Questions

GMS Home

Log Off

Assurances and Certifications

Signed electronically

The following problems were found:

- You need to read and accept all assurances.
- You need to read and accept all certifications.
- You need to sign your application by checking the box below.

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

1. Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

* - Indicates required field

*Prefix:	Ms.
Prefix (Other):	
*First Name:	Shelley
Middle Initial:	
*Last Name:	Dickstein
Suffix	Suffix:
Suffix (Other):	
*Title:	City Manager
*Address Line 1:	101 W. Third Street
Address Line 2:	
*City:	Dayton
County:	Montgomery
*State:	Ohio
*Zip Code:	45402 - 1814 Zip+4 Lookup
*Phone:	937 - 333 - 3611 Ext :
Fax:	- -
*E-mail:	shelley.dickstein@cityofdayto Email Help

* ☐ I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Save and Continue

Shelley Dickstein (Aug 18, 2020 16:42 EDT)

APPROVED AS TO FORM AND CORRECTNESS:

Aug 18, 2020

Amelia N. Blankenship for
Amelia N. Blankenship for (Aug 17, 2020 16:20 EDT)

City Attorney

City of Dayton, Ohio Police Department
2020 Justice Assistance Grant (JAG) – Local Solicitation
2020-H7469-OH-DJ

JAG Project Identifiers (Updated FY 2020)

License Plate Readers	Crime Prevention
Auto Theft	Equipment – Video/Audio
Community Policing	Vehicle Tag Monitoring

Project Abstract

The City of Dayton, Ohio (DUNS 004478194) is the applicant for this JAG (Local Solicitation) from the U.S. DOJ for $137,951, of which the City of Dayton will receive $110,360 with the balance of $27,591 allocated and distributed to Montgomery County (Ohio). The title of this grant will be the FY 2020 Dayton and Montgomery County (Ohio) JAG.

The goals of this combined project are to reduce crime, to continue to improve police and criminal justice services, and, in turn, continue to provide better community policing services.

The Dayton Police Department (DPD) has experienced a strain on its resources, both in patrol operations and in investigative units, which has hindered the department's ability to effectively impact and prevent crime. DPD has implemented several initiatives in response to the violent crime problems within the city with limited success. DPD will use grant funds to expand and incorporate promising technologies into the formalized structure of a Crime Analysis Unit to curb crimes of violence. DPD has identified and tested the use of Fixed Site License Plate Readers (FSLPRs) to aid in reducing and preventing crime. The FSLPRs are motion activated, solar powered, scalable plate readers that run captured images against real-time NCIC hotlist hits, as well as offering an incredible investigative tool for follow-up investigations.

Montgomery County, Ohio will use its $27,590 for increased maintenance, added improvements, needed equipment and/or to bring in additional information to the system. JusticeWeb provides access to over 4,800 registered users in over 385 agencies in two states to consolidate jail booking information, court case information, dispatch records, law enforcement data, dog licenses and death records from 73 agencies in 18 counties in southwest Ohio.

The City of Dayton will act as fiscal agency and monitor the drawdowns and expenditures through a separate fund for these dollars. Funds will be drawn down on a reimbursable basis.

Project Narrative

The City of Dayton and Montgomery County (Ohio) are eligible to receive $137,951 from a Justice Assistance Grant (JAG) aggregate award from the United States Department of Justice. Of the $137,951 total allocation, the City of Dayton will receive $110,361 with the balance of $27,590 allocated and distributed to Montgomery County (Ohio).

The goals of this combined project are to reduce crime, to continue to improve police and criminal justice services, and, in turn, continue to provide better community policing services.

The City of Dayton (DUNS #004478194) will coordinate all grant activities and will be the fiscal agent responsible for the drawdowns and expenditures associated with the grant award. The City will establish a separate trust account and manage the revenue and expenditures in accordance with generally accepted accounting principles (GAAP), generally accepted auditing standards (GAAS) and federal requirements. All sub-recipients will be held to the same fiscal standards as the City of Dayton (Ohio).

1. City of Dayton - $110,361

The Dayton Police Department (DPD) has experienced a strain on its resources, both in patrol operations and in investigative units, which has hindered the department's ability to effectively impact and prevent crime. DPD has implemented several initiatives in response to the violent crime problems within the city with limited success. The City of Dayton, which is now, like the rest of the country, in the midst of the COVID-19 crisis, has an even greater need since this crisis comes just after a year with a series of high profile and tragic incidents. These incidents include a mass-shooting event on August 4, 2019, that took the lives of nine of our citizens and tragically wounded and traumatized dozens of other victims. Within a few weeks' time, DPD investigated the senseless shooting and killing of a defenseless mother by her estranged boyfriend. Additionally, DPD lost a beloved veteran detective and Federal Task Force Officer who was brutally murdered in the line of duty with a straw-purchased handgun. This is the time for the City of Dayton to capitalize on its heritage of innovative approaches to problem-solving to make great strides in creating a safer community.

Dayton is expanding its use of crime analysis by formally creating a Crime Analysis Unit whose primary purpose will be to aggregate collected data and to disseminate the information that increases DPD's and other local police agencies' ability to deploy crime reduction strategies. DPD will utilize grant funding for evidence-based practices, data and technologies to test promising crime prevention, response and reduction practices. DPD has identified the use of Fixed Site License Plate Readers (FSLPRs) to aid in reducing and preventing crime.

DPD has recently completed a trial of 30 FSLPRs. These FSLPRs are motion activated, solar powered, scalable cameras that provide real-time hotlist hits, as well as offering an incredible investigative tool for follow-up investigations.

Outcome: Use FSLPRs to reduce crime, assist in making arrests and minimize resources needed to affect those arrests.

2. Montgomery County - $27,590

Montgomery County (Ohio) will use its $27,590 for increased maintenance, added improvements, needed equipment and/or to bring in additional information to the JusticeWeb system, which is its criminal justice information system. JusticeWeb was created to give the criminal justice community a more comprehensive and accurate view of the jail population and criminal justice data. The status of inmates and their charges, bail, and other factors are constantly changing. JusticeWeb provides the ability to stay on top of this critical information. In addition, JusticeWeb provides access to over 4,800 registered users in over 385 agencies in two states to consolidated jail booking information, court case information, dispatch records, law enforcement data, dog licenses and death records from 73 agencies in 18 counties in southwest Ohio.

The JusticeWeb system automatically notifies Children Services if any foster care parents, adoption applicants, or daycare providers are involved in a criminal activity. Children Services is also notified if a law enforcement agency is dispatched to a location involving an open case or any of the other mentioned classifications. Likewise, a report is sent to the law enforcement agency notifying them that Children Services is actively involved with the family at the given location. Child Support Enforcement is also notified if any of their clients pick up a new case. This aids them in locating individuals. Prosecutors are notified if a defendant with an open case has a new arrest or charges in any jurisdiction that provides data. Probation officers are notified if their client has had any recent activity. Courts are notified of recently deceased individuals that have active warrants or open cases.

In 2016, JusticeWeb provides the Alcohol Drug Addiction Mental Health Services (ADAMHS) with a daily report of individuals incarcerated in the Montgomery County Jail. ADAMHS runs an automated routine against their database to determine if any of the current jail population has been seen at an ADAMHS service provider for substance abuse or mental health issues within the past ninety days. If so, the service provider is contacted by ADAMHS so they may continue providing services while their client is in custody, maintaining that critical connection. In addition, law enforcement agencies can create lineups from mugshots in JusticeWeb that can be used with victims and witnesses to identify suspects and they also can create Wanted Posters from within the system.

JAG funds would be utilized to pay for increased maintenance, equipment, and to bring in additional information into the system.

Outcome: To the extent possible, maintain 24/7 operability of the JudsticeWeb and at the same time make enhancements and add additional data.

3. Governmental and Public Review

A. **Governing Body Review**. The grant application will be communicated by the City Manager to the Dayton City Commission by August 14, 2020. The Commission will accept the grant after it is awarded by DOJ.

B. **Public Review**. An opportunity for public review and comment will be announced via a Legal Public Notice to be published in the Dayton Daily News on or before August 24, 2020.

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
B. Fringe Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$36,787	$0	$36,787	$0	$36,787	$0	$0	$0	$0	$0	$110,361
E. Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$27,590	$0	$0	$0	$0	$0	$0	$0	$0	$0	$27,590
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$64,377	$0	$36,787	$0	$36,787	$0	$0	$0	$0	$0	$137,951
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$64,377	$0	$36,787	$0	$36,787	$0	$0	$0	$0	$0	$137,951
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	*No*

A. Personnel

Name	**Position**	**Computation**						
List each name, if known.	*List each position, if known.*	*Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked*** *(# of hours, days, months, years)*	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total(s)	**$0**	**$0**	**$0**

Narrative

B. Fringe Benefits					
Name *List each grant-supported position receiving fringe benefits.*	**Computation** *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**
Narrative										

D. Equipment

Item	Computation				
List and describe each item of equipment that will be purchased	*Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Flock License Plate Readers	14	$2,627.64	$36,787		$36,787
		Total(s)	**$36,787**	**$0**	**$36,787**

Narrative

DPD has identified the use of Flock Fixed Site License Plate Readers (LPRs) to aid in reducing and preventing crime. DPD will lease 14 Flock LPRs that are motion activated, solar powered, scalable cameras that provide real-time hotlist hits, as well as offering an incredible investigative tool for follow-up investigations.

E. Supplies					
Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**
Narrative					

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						

G. Subawards (Subgrants)

Description	Purpose	Consultant?			
Provide a description of the activities to be carried out by subrecipients.	*Describe the purpose of the subaward (subgrant)*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
Support criminal justice information system known as JusticeWeb.	Disparate allocation to Montgomery County OH government	No	$27,590	$0	$27,590
		Total(s)	**$27,590**	**$0**	**$27,590**

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative

The JusticeWeb support will be used for increased maintenance,equipment or to add additional information to JusticeWeb. JusticeWeb provides access to over 4,800 registered users in over 385 agencies in two states to consolidate jail booking information, court case information, dispatch records, law enforcement data, dog licenses and death records from 70 agencies in 17 counties in southwest Ohio.

H. Procurement Contracts

Description	Purpose	Consultant?	

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*						
	Quantity	***Basis***	***Cost***	***Length of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***

Purpose Area #4

					$0		$0
				Total(s)	**$0**	**$0**	**$0**

Narrative	

J. Indirect Costs					
Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	

A. Personnel

Name	**Position**	**Computation**						
List each name, if known.	*List each position, if known.*	*Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked*** *(# of hours, days, months, years)*	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total(s)	**$0**	**$0**	**$0**

Narrative

B. Fringe Benefits					
Name *List each grant-supported position receiving fringe benefits.*	**Computation** *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**
Narrative										

D. Equipment

Item	Computation				
List and describe each item of equipment that will be purchased	*Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Flock License Plate Readers	14	$2,627.64	$36,787		$36,787
		Total(s)	**$36,787**	**$0**	**$36,787**

Narrative

DPD has identified the use of Flock Fixed Site License Plate Readers (LPRs) to aid in reducing and preventing crime. DPD will lease 14 Flock LPRs that are motion activated, solar powered, scalable cameras that provide real-time hotlist hits, as well as offering an incredible investigative tool for follow-up investigations.

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						

G. Subawards (Subgrants)

Description	Purpose	Consultant?			
Provide a description of the activities to be carried out by subrecipients.	*Describe the purpose of the subaward (subgrant)*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative

H. Procurement Contracts

Description	Purpose	Consultant?

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*

Purpose Area #4

	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					$0		$0
				Total(s)	**$0**	**$0**	**$0**

Narrative	

J. Indirect Costs					
Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

Budget Detail - Year 3

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	

A. Personnel

Name	Position	Computation						
List each name, if known.	*List each position, if known.*	*Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked*** *(# of hours, days, months, years)*	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total(s)	**$0**	**$0**	**$0**

Narrative

B. Fringe Benefits

Name *List each grant-supported position receiving fringe benefits.*	Computation *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**
Narrative										

D. Equipment

Item *List and describe each item of equipment that will be purchased*	Computation *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Flock License Plate Readers	14	$2,627.64	$36,787		$36,787
		Total(s)	**$36,787**	**$0**	**$36,787**

Narrative

DPD has identified the use of Flock Fixed Site License Plate Readers (LPRs) to aid in reducing and preventing crime. DPD will lease 14 Flock LPRs that are motion activated, solar powered, scalable cameras that provide real-time hotlist hits, as well as offering an incredible investigative tool for follow-up investigations.

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						

G. Subawards (Subgrants)

Description	Purpose	Consultant?			
Provide a description of the activities to be carried out by subrecipients.	*Describe the purpose of the subaward (subgrant)*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	**Non-Federal Contribution**	**Federal Request**
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	**Duration or Distance**	**# of Staff**	**Total Cost**	**Non-Federal Contribution**	**Federal Request**
						$0		$0
					Total	$0	$0	$0

Narrative

H. Procurement Contracts

Description	Purpose	Consultant?	

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*

Purpose Area #4

	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					$0		$0
				Total(s)	$0	$0	$0

Narrative	

J. Indirect Costs

Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

REFER TO RESOLUTION NO. 20-1056
DATED: 8-11-20

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
FY 2020 LOCAL SOLICITATION
MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU"), is entered into this 11th day of August, 2020, between the City of Dayton, Ohio ("City") and the Board of County Commissioners of Montgomery County, Ohio ("Board").

WITNESSETH, THAT:

WHEREAS, The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("BJA") has streamlined justice funding and grant administration by establishing the Justice Assistance Grant ("JAG") Program; and

WHEREAS, The JAG Program provides local jurisdictions with funding for additional personnel, equipment, supplies, contractual support, training, technical assistance and information systems for criminal justice; and

WHEREAS, The terms of the JAG Program provide that jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them and must submit a Memorandum of Understanding with the application stating which jurisdiction shall serve as the applicant and fiscal agent for the award of funds; and

WHEREAS, The City and the Board have been certified by the Director of the BJA as disparate jurisdictions for purposes of the Fiscal Year 2020 Local JAG Program.

NOW, THEREFORE, The parties agree to seek a combined total of One Hundred Thirty-Seven Thousand Nine Hundred Fifty-One Dollars and Zero Cents ($137,951.00) in grant funds for their programs to be funded as identified in the Program Narrative. Provided the funds are awarded, the Grant award shall be allocated as follows:

a) Dayton will receive One Hundred Ten Thousand Three Hundred Sixty One Dollars and Zero Cents ($110,361.00).
b) The Board will receive Twenty-Seven Thousand Five Hundred Ninety Dollars and Zero Cents ($27,590.00).
c) It is agreed Dayton shall make application and act as the fiscal agent upon award.

This Memorandum of Understanding for the FY 2020 Edward Byrne Memorial JAG Program is agreed to on the date first set forth above.

By: _____
For Board of Commissioners of Montgomery County

Shelley Dickstein (Aug 18, 2020 16:42 EDT)
City Manager, City of Dayton — Aug 18, 2020

APPROVED AS TO FORM AND CORRECTNESS:

John Musto (Aug 3, 2020 09:52 EDT)
City Attorney

APPROVED AS TO FORM ONLY:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
By: _____

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

OMB APPROVAL NUMBER 1121-0140

Signed electronically

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department?s awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, 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 its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) 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; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Shelley Dickstein
Shelley Dickstein (Aug 18, 2020 16:42 EDT)

Signature of Chief Executive of the Applicant Unit of Local Government

Aug 18, 2020

Date of Certification

Shelley Dickstein

Printed Name of Chief Executive

City Manager

Title of Chief Executive

City of Dayton

Name of Applicant Unit of Local Government

APPROVED AS TO FORM
AND CORRECTNESS:

Aug 17, 2020

City Attorney

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Dayton, Ohio
Street1: 101 W Third St.
Street2:
City: Dayton
State: OHIO
Zip Code: 45402

2. Authorized Representative's Name and Title:

Prefix: Ms. First Name: Shelley Middle Name:
Last Name: Dickstein Suffix:
Title: City Manager

3. Phone: (937) 333-3611 4. Fax:

5. Email: shelley.dickstein@daytonohio.gov

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1805	316000175	44781940000

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☒ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☒ Other Audit & Agency (list type of audit):

  ODSA and OCJS

- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Auditor, State of Ohio

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 0

Enter the dollar amount of questioned costs (if none, enter "$0"): $ 0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☐ Yes ☒ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☒ Yes ☐ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

HUD - Department of Housing and Urban Development

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

June 27, 2019

(c) Contact information for the "high risk" point of contact at the federal agency:

Name: Gretchen Garland

Phone: (614) 280-6099

Email: GRETCHEN.GARLAND@hud.gov

(d) Reason for "high risk" status, as set out by the federal agency:

Material weakness identified as noted in the 2018 audit from the Auditor of State of Ohio.

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Shelley Dickstein Date: 2020-08-14

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

☒ Other: City Manager

Phone: (937) 333-3611

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[a] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:
City of Dayton, Ohio
Dayton Police Department
335 W Third St. Dayton OH 45402
Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Congressional District, *if known*: 10

6. Federal Department/Agency:
U. S. Department of Justice
Office of Justice Programs

7. Federal Program Name/Description:
Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2020 Local Solicitation
CFDA Number, *if applicable*: 16.738

8. Federal Action Number, *if known*:
Unknown

9. Award Amount, *if known*:
$ 137,951.00

10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):
N/A

b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*):
N/A

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: Shelley Dickstein Shelley Dickstein (Aug 18, 2020 16:42 EDT)
Print Name: Shelley Dickstein
Title: City Manager and Authorized Representative
Telephone No.: (937) 333-3611 Date: 7/31/2020

Federal Use Only:

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Standard Form LLL (Rev. 7-97)

DAYTON

Department of Police

Safety Building
335 West Third Street
Dayton OH 45402-1424
(937) 333-1082
www.daytonohio.gov

July 16, 2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

RE: 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation

Dear Sir or Madam:

The City of Dayton, Ohio does not have, and is not proposed as, a sub-recipient under any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application 2020-H7469-OH-DJ for 2020 JAG – Local, or (2) would cover identical cost items outlined in the budget submitted to the Office of Justice Programs as part of the application under this solicitation.

The City does not have any other applications pending or planned for sub-awards of federal funds for the program or activities described in this application.

Sincerely,

Richard S. Biehl
Director and Chief of Police

RSB/rag

MONTGOMERY
COUNTY

OFFICE OF CRIMINAL JUSTICE

Montgomery County
Administration Building

451 W. Third Street
Dayton, Ohio 45422-1535

937.224.8425 – phone

COUNTY COMMISSIONERS
Judy Dodge
Debbie Lieberman
Carolyn Rice

COUNTY ADMINISTRATOR
Michael B. Colbert

DIRECTOR
Joe Spitler

July 17, 2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

RE: 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation

Dear Sir or Madam:

Montgomery County, Ohio does not have and is not proposed as a sub-recipient under any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application 2020-H7469-OH-DJ for 2020 JAG – Local, or (2) would cover identical cost items outlined in the budget submitted to the Office of Justice Programs as part of the application under this solicitation. Montgomery County does not have any other applications pending or planned for sub-awards of federal funds for the program or activities described in this application.

Sincerely,

Joe Spitler
Criminal Justice Director

DAYTON

Department of Police

Safety Building
335 West Third Street
Dayton OH 45402-1424
(937) 333-1082
www.daytonohio.gov

July 16, 2020

U.S. Department of Justice
Bureau of Justice Assistance
810 7th Street, NW
Washington, DC 20531

RE: Communications with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

As requested in the 2020 JAG application, this response is regarding communication between the City of Dayton law enforcement and DHS/ICE:

1. Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE? **Response**: Yes. There are regulations that require law enforcement employees to contact ICE.

2. Is your jurisdiction subject to any laws from a superior political entity (e.g., state law that binds a city) that meet the description in question 1? **Response**: No.

3. If yes to either:
   - Please provide a copy of each law or policy – Attached is a copy of Dayton Police Department General Order, Policy Section 2.01-8 Foreign Nationals, Refugees, and Immigrant Members of the Community and a copy of Dayton Police Department Executive Order, Directive 9-2017;
   - Please describe each practice – In Policy 2.01-8, if an individual poses a threat to national security or is a suspect in a felony offense of violence or a felony drug trafficking offense and there is reason to believe the individual does not have legal status to be in the United States, Dayton Police Officers shall contact ICE; and
   - Please explain how the law, policy, or practice complies with section 1373 – The policy describes situations where law enforcement must contact ICE. The policy complies with section 1373 because it does not restrict or prohibit law enforcement from contacting ICE or DHS.

I am also forwarding a copy of the response received from Montgomery County, Ohio who is a sub-recipient under this grant.

If you require additional information, please contact Sheelah Moyer, Police Budget & Grant Administrator via email at Sheelah.Moyer@daytonohio.gov .

Sincerely,

Richard S. Biehl
Director and Chief of Police

RSB:rag

2.01-8

DAYTON POLICE DEPARTMENT
GENERAL ORDER
FOREIGN NATIONALS, REFUGEES, and IMMIGRANT MEMBERS of the COMMUNITY

RICHARD S. BIEHL – DIRECTOR AND CHIEF OF POLICE 1/20

Policy Statement

Local law enforcement activities with respect to immigration enforcement are very convoluted and difficult tasks given the realities of the Dayton Police Department's mission and personnel. The following points identify the scope of this policy:

- Enforcement of immigration laws by local law enforcement can undermine the trust and cooperation with immigrant communities that are essential elements of community oriented policing.
- The Dayton Police Department does not possess adequate resources to enforce these laws in addition to its local public safety mission and the added responsibility of homeland security.
- Immigration laws are very complex and the training required to understand them would significantly detract from the core mission of our department to create safe communities.
- Dayton Police Department personnel do not possess authority to enforce the civil aspects of these laws.
- The lack of clear authority increases the risk of civil liability for the City of Dayton and the Dayton Police Department.

I. Policy Concepts

A. In order to serve public safety interests of the greater community, individuals must feel free to call for police services without fear of undue repercussions. Certain ethnic groups within the community have historically been slow to report crimes committed against them or their neighbors because of their immigration status. Police presence within the entire community is extremely important to engender a feeling of safety and trust for all residents of the City of Dayton. Therefore, officers are prohibited from inquiring about the immigration status of a victim or witness when conducting a criminal investigation.

B. The federal government has the clear authority and responsibility over immigration and the enforcement of immigration laws. The federal government has given federal agencies such as Immigration and Customs Enforcement (I.C.E.) the specific authority to investigate a person's immigration status and deport individuals who have no legal status or authority to be in the United States.

C. Dayton Police Department personnel shall not stop, investigate or arrest a person solely because of their real or perceived immigration status.

If an individual poses a threat to national security or is a suspect in a felony offense of violence or a felony drug trafficking offense AND there is reason to believe that that individual does not have legal status to be in the United States, I.C.E. shall be contacted for any investigative or enforcement assistance.

D. A victim of crime must be given the same consideration and level of service regardless of immigration status.

II. Identification Considerations

A. Foreign Consular Identification Cards

1. In 2005, the City Commission adopted a resolution authorizing the Dayton Police Department to recognize and accept as valid proof of identification, the *Matricula Consular* from Mexico and the Guatemalan consulate identification card. Therefore, officers will accept these documents as valid proof of identification of the individuals presenting them.

2. The resolution states that this identification does not have to be accepted if there are reasonable grounds for believing the identification card is counterfeit, altered, improperly issued to the person, or otherwise not accurate. Officers are not prohibited from seeking additional information to verify a person's current address or other facts that would enable them to fulfill their responsibilities or under circumstances where a specific form of identification was required.

3. **If there are any questions about the validity of an Identification Card, the Mexican Consulate has provided a 24-hour phone number for further verification or information - 317-213-0779.**

B. Immigration Status

Under the current immigration laws there exist various immigration status classifications. The immigration status of any particular person can vary greatly. The most common status classifications include the following:

1. Lawful Permanent Residents are citizens of other countries who have been granted an immigration status that allows them to live and work permanently in the United States and eventually become naturalized U.S. citizens. They receive a card, commonly referred to as a "green card" (Appendix A.) from the federal government indicating they are permanent residents.

2. Refugees and Asylees are persons who fear persecution based on race, religion, nationality, membership in a particular social group, or political opinion in their home countries and have been granted the privilege of living and working indefinitely in the United States. Refugees are resettled every year in the United States after their requests for refugee status, which have been submitted from abroad, have been reviewed and granted. Asylees are those who apply for the status from within the United States.

3. Nonimmigrant Visa Holders are persons who are granted temporary entry into the United States for a specific purpose, such as visiting, working, or studying. The U.S. has 25 types of nonimmigrant visas, including A1 visas for ambassadors, B2 visas for tourists, P1 visas for foreign sports stars who play on U.S. teams and TN visas for Canadians and Mexicans entering the U.S. to work under NAFTA. Visa Holders are allowed to stay in the U.S. as long as they meet the terms of their status. Some nonimmigrant visa holders are eligible for work authorization, but not all.

4. Authorized Immigrants are citizens of other countries who have been granted permission from the United States to temporarily remain in the United States. Some common examples: Temporary Protected Status (granted to persons of a certain countries when the U.S. government has determined that due to natural disasters or political unrest, it would not be safe for them to return home); Deferred Action status (DHS has decided that equitable factors exist such that immigration enforcement should be delayed for that person); and those with pending applications for an immigration status before United States Citizenship and Immigration Service (USCIS) or the Immigration Court. There are a wide variety of these types of statuses and many, but not all, of these authorized immigrants will also be granted an Employment Authorization Card, which allows them to work lawfully in the United States.

5. Unauthorized Immigrants are citizens of other countries who have entered or remained in the U.S. without permission and without any legal status. Some illegal immigrants cross a land or sea border without being inspected by an immigration officer. Some persons fall into illegal status simply by violating the terms of a legal entry document or visa.

6. Absconders are persons who have had a removal, deportation, or exclusion hearing before an immigration judge and are under a final order of deportation and have not left the United States.

III. Victims of Crime

Victims and witnesses to crimes may be particularly reluctant to report a crime because of their legal status and may be vulnerable to repeated attacks. For investigations of crimes where the victim might be reluctant to speak to the police about their status, an advocate or victim witness services should be contacted. The USCIS has a program that may provide a temporary visa to victims of certain crimes and their qualifying family members.

A. U nonimmigrant status (or U visa) offers immigration protection for victims and is also a tool for law enforcement. To obtain U status, the victim must obtain a certification from law enforcement, however, law enforcement officials should note that providing a certification does not grant a benefit—only USCIS has the authority to grant or deny this benefit.

1. Victims are not required to be in legal immigration status to apply for U status, but they must:

This General Order supersedes all prior rules, regulations, policies and procedures, whether oral, written or by previous practice.

- Be a victim of qualifying criminal activity and have suffered substantial physical or mental abuse as a result of the crime,
- Possess credible and reliable information about the qualifying criminal activity,
- Be, have been, or are likely to be helpful to the investigation and/or prosecution of that qualifying criminal activity, and
- Be a victim of criminal activity that violated a U.S. law.

2. Victims of the following crimes may be eligible for a U nonimmigrant visa:

   Abduction, Abusive Sexual Contact, Blackmail, Domestic Violence, Extortion, False Imprisonment, Female Genital Mutilation , Perjury, Felonious Assault, Hostage Taken, Incest, Peonage, Involuntary Servitude, Kidnapping, Manslaughter, Rape, Murder, Obstruction of Justice, Witness Tampering, Prostitution, Sexual Assault, Slave Trade, Torture, Trafficking, Sexual Exploitation, Unlawful Criminal Restraint, Other Related Crimes

3. To apply for U nonimmigrant status, the victim must file USCIS Form I-918, Petition for U Nonimmigrant Status (Available on "P" drive under the Immigration folder). A law enforcement official must complete a certification using Form I-918, Supplement B (Appendix B. - available on "P" Drive under the Immigration folder) before the victim can apply for U status. The purpose of this form is for the law enforcement official to: (1) certify that the applicant was a victim of one of the qualifying crimes; (2) provide brief information regarding the criminal activity; and (3) certify that the victim possessed information concerning the criminal activity and has been, is being, or is likely to be helpful in the investigation and/or prosecution of the criminal activity. The detective assigned to investigate the case will be required to certify the form when encountered.

B. T Nonimmigrant Status (or T visa) offers immigration protection for victims of trafficking in persons - also known as "human trafficking", which is a form of modern-day slavery. Traffickers prey on many types of people, often including individuals who are poor, unemployed, underemployed, or who lack the safety and protection of strong social networks. Victims are often lured under the false pretenses of good jobs and better lives, and then forced to work under brutal and inhumane conditions. Many believe that human trafficking is a problem that only occurs in other countries—but human trafficking also happens in the United States.

   The T nonimmigrant status (or T visa) provides immigration protection to victims of severe forms of trafficking in persons who assist law enforcement in the investigation and prosecution of human trafficking cases. This can include sex or labor trafficking, defined by federal law as the recruitment, harboring, transportation, provision, or obtaining of a person for: (1) the purpose of a commercial sex act where the commercial sex act is induced by force, fraud, or coercion, or the person being induced to perform such act is under 18 years of age; or (2) labor or services through the use of force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

   Officers coming into contact with these types of situations should have the RDC contact the local USCIS representative to respond.

   1. Victims are not required to be in legal immigration status to apply for T status, but they must:

      - Be a victim of a severe form of trafficking in persons,
      - Be physically present in the United States on account of the trafficking,
      - Comply with any reasonable requests for assistance in the investigation or prosecution (or be under the age of 18), and
      - Suffer extreme hardship involving unusual and severe harm if removed from the United States.

   2. To apply for a T nonimmigrant status, applicants must file Form I-914, Application for T Nonimmigrant Status. Qualifying family members may also be eligible to apply for benefits.

C. Immigration Relief under the Violence Against Women Act

   1. Some immigrants may be afraid to report acts of domestic violence to the police or to seek other forms of assistance. Such fear causes many immigrants to remain in abusive relationships. Victims of domestic violence who are the child, parent, or current/former spouse of a United States citizen or a permanent resident (green card holder) and are abused by the citizen or permanent resident may be

eligible to apply for a green card themselves without needing the abuser to file for immigration benefits on their behalf. This provision of the law was created under the Violence Against Women Act (VAWA).

2. Victims must establish that they:

   - Have or had a qualifying relationship with the abuser spouse, or, are the parent or child of the abuser,
   - Reside or resided with the abuser,
   - Have good moral character, and
   - Have been victims of battery or extreme cruelty.

3. VAWA provisions apply equally to men and women. Victims of domestic violence, whether a spouse, child, or parent of the abuser, may self-petition by filing Form I-360, Petition for Widow(er)s, Amerasians, and Special Immigrants. This form is available on USCIS' website, www.uscis.gov .

IV. Steps to Follow When a Foreign National is Arrested or Detained

A. SUMMARY OF REQUIREMENTS PERTAINING TO FOREIGN NATIONALS

- When foreign nationals from most countries are arrested or detained, they may, upon request, have their consular officers notified without delay of their arrest or detention, and may have their communications to their consular officers forwarded without delay. In addition, foreign nationals must be advised of this information without delay.

- For foreign nationals of some countries, consular officers must be notified of the arrest or detention of a foreign national even if the foreign national does not request or want notification.

- Consular officers are entitled to communicate with and to have access to their nationals in detention, and to provide consular assistance to them, including arranging for legal representation.

- When law enforcement or other government official becomes aware of the death, serious injury, or serious illness of a foreign national, consular officers must be notified.

- When a guardianship or trusteeship is being considered with respect to a foreign national who is a minor or an incompetent adult, consular officers must be notified.

- When a foreign ship wrecks or a foreign aircraft crashes in U.S. territory, consular officers must be notified.

These are mutual obligations that also apply to foreign authorities when they arrest or detain U.S. citizens abroad. In general, you should treat a foreign national as you would want a U.S. citizen to be treated in a similar situation in a foreign country. This means prompt and courteous compliance with the above requirements.

B. STEPS TO FOLLOW WHEN A FOREIGN NATIONAL IS ARRESTED OR DETAINED

1. DETERMINE THE FOREIGN NATIONAL'S COUNTRY OF NATIONALITY. IN THE ABSENCE OF OTHER INFORMATION, ASSUME THIS IS THE COUNTRY ON WHOSE PASSPORT OR OTHER TRAVEL DOCUMENT THE FOREIGN NATIONAL IS TRAVELING.

2. IF THE FOREIGN NATIONAL'S COUNTRY IS NOT ON THE LIST OF "MANDATORY NOTIFICATION" ("LIST") COUNTRIES AND JURISDICTIONS (SEE PAGE 2 FOR THE LIST):

   - Inform the foreign national, without delay, that he or she may have his or her consular officers notified of the arrest or detention and may communicate with them.

   - If the foreign national requests that his or her consular officers be notified, notify the nearest embassy or consulate of the foreign national's country without delay. Foreign embassy and consulate phone numbers, fax numbers and email addresses can be found on the Department of State's web site at travel.state.gov/CNA.

This General Order supersedes all prior rules, regulations, policies and procedures, whether oral, written or by previous practice.

- Forward any communication from the foreign national to his or her consular officers without delay.

3. IF THE FOREIGN NATIONAL'S COUNTRY IS ON THE LIST OF "MANDATORY NOTIFICATION" ("LIST") COUNTRIES:

   - Notify that country's nearest embassy or consulate, without delay, of the arrest or detention. Phone numbers, fax numbers and email addresses can be found on the Department of State's web site at travel.state.gov/CNA.
   - Tell the foreign national that you are making this notification and inform him or her, without delay that he or she may communicate with his or her consular officers.
   - Forward any communication from the foreign national to his or her consular officers without delay.

4. KEEP A WRITTEN RECORD OF:

   - What information you provided to the foreign national and when.
   - The foreign national's requests, if any.
   - Whether you notified consular officers and, if so, the date and time of notification and the means you used to notify them (e.g., fax, phone or email). If you used fax to notify the consular officers, you should keep the fax confirmation sheet in your records. If you used email to notify the consular officers, you should retain the sent email in your records.
   - Any other relevant actions taken.

C. MANDATORY NOTIFICATION COUNTRIES ("LIST" COUNTRIES)

Albania Algeria Antigua and Barbuda Armenia Azerbaijan Bahamas Barbados Belarus Belize Brunei Bulgaria China (including Macao and Hong Kong) Costa Rica Cyprus Czech Republic Dominica Fiji Gambia Georgia	Ghana Grenada Guyana Hungary Jamaica Kazakhstan Kiribati Kuwait Kyrgyzstan Malaysia Malta Mauritius Moldova Mongolia Nigeria Philippines Poland Romania Russia Saint Kitts and Nevis	Saint Lucia Saint Vincent and the Grenadines Seychelles Sierra Leone Singapore Slovakia Tajikistan Tanzania Tonga Trinidad and Tobago Tunisia Turkmenistan Tuvalu Ukraine United Kingdom Uzbekistan Zambia Zimbabwe

This information is taken from the United States Department of State Consular Notification and Access Manual which can be found on the "P" drive under "MOP-Current" Reference Folder or at:
https://travel.state.gov/content/dam/travel/CNAtrainingresources/CNA_Manual_4th_Edition_August2016.pdf

Forms, as well as phone numbers and fax numbers for the individual consulates and other information can be found at:

https://travel.state.gov/content/travel/en/consularnotification.html

V. Social Support, Referral and Advocacy Organizations

A. **Organization:** Advocates for Basic Legal Equality, Inc. (ABLE)
Project/Service: Immigration Legal Assistance Program
Address: 333 W. First Street, Suite 500B, Dayton, OH 45402
Website: www.ablelaw.org
Contact: Jessica A. Ramos, 1-800-837-0814

ABLE's Immigration Legal Assistance Program provides high quality legal assistance and representation to low-income individuals with or without immigration documentation. Our efforts focus on stabilizing an individual's immigration status, as well as assistance in filing the appropriate paperwork either to remain in the United States with their families or to bring their families to the United States. In addition, our advocates provide representation in court to those facing possible removal or deportation. Services are provided in both English and Spanish. Other languages can be accommodated as needed. The Immigration Legal Assistance Program staff provide services specifically to those who live within ABLE's 32-county service area and who earn less than 300 percent of the Federal Poverty Guidelines.

B. **Organization:** Advocates for Basic Legal Equality, Inc. (ABLE)
Project/Service: Migrant Farmworker and Immigration Program
Address: 333 W. First Street, Suite 500B, Dayton, OH 45402
Website: www.ablelaw.org; www.legalaidline.org
Contact: Jessica A. Ramos, 1-800-837-0814; Legal Aid Line: 1-888-534-1432

Advocates for Basic Legal Equality, Inc. (ABLE) is a non-profit regional law firm that provides high quality legal assistance in civil matters to help eligible low-income individuals and groups in western Ohio achieve self reliance, and equal justice and economic opportunity. ABLE serves 32 northwest and west central Ohio counties. ABLE's Migrant Farmworker Program serves all 88 Ohio counties. ABLE offices are located in Dayton and Toledo.

C. **Organization:** Ahiska Turkish American Community Center
Project/Service: ESL Classes/Nutrition Classes
Address: 2324 Stanley Ave, Dayton OH 45404
Website: www.ataccdayton.org
Contact: Rustam Aziz, r.aziz@ataccdayton.org, info@ataccdayton.org, 937-760-8029

The Ahiska Turkish American Community Center offers English as Second Language (ESL) classes for the general public. Also, in Partnership with Ohio State University's Extension Office, they offer a free series of nutrition classes that instruct residents on how to eat healthier. Classes are informal and provide students with tools to take home at the end of each meeting. Students receive a graduation certificate from Ohio State University Extension upon completion of the eight week program.

D. **Organization:** American Friends Service Committee (AFSC)
Project/Service: Dayton Project Voice
Address: 915 Salem Avenue, Dayton, OH. 45406
Website: www.afsc.org; www.facebook.com/afscdayton
Contact: Dr. Migwe Kimemia, mkimemia@afsc.org, 937-279-9668 (ext. 106)

The main goal of the Dayton Project Voice is to create a culture of friendship and hospitality for immigrants in Greater Dayton. The program has three strategic objectives: 1) Building capacity for transformational leadership among African immigrants in Greater Dayton; 2) Empowering African immigrants to lift up their voices for peaceful change in their communities and countries of origin; and 3) Creating awareness about African immigrants' socio-cultural and economic contributions to the Greater Dayton community. The program activities include: transformational leadership development workshops; Community issues forums; Dayton African Youth Soccer Tournament; African Diaspora Dialogue; and Public policy advocacy.

This General Order supersedes all prior rules, regulations, policies and procedures, whether oral, written or by previous practice.

E. **Organization:** Burundian Cultural and Educational Association
Website: www.bceaus.org; www.facebook.com/bcea.burundi
Contact: Dieudonne Nsabimana, bceassociation@yahoo.com, (937) 251-6765

Our vision is to strengthen our community through education, collaboration, and cultural exchange. We are promoting self-sufficiency and advocacy within the African immigrant communities. We also seek to forge positive relationships with the larger Dayton community. Please visit our website or email us for more information.

F. **Organization:** East End Community Services
Project/Service: Latino Family Advocacy
Address: 624 Xenia Ave Dayton, OH 45410
Website: www.east-end.org/latino.htm
Contact: Alejandra Espino, aespino@east-end.org, 937-259-1898

Case management, advocacy and other supportive services are provided by East End Community Services to help Latino citizens who are living in Dayton and Montgomery County. Latino Family Advocacy assists individuals with accessing needed community resources and agencies as well as explaining how various processes work, help is provided in Spanish. Assistance offered might include: how to access public health insurance for children, how to register for school, or resources to secure housing, food or clothing as needed. Persons who are eligible to work in the United States are also referred to employment services within the agency or other programs.

Individuals are also connected to resources to help with specific immigration issues. The assistance provided includes help with accessing visual aids for those populations through Prevent Blindness. The services are free and open to anyone, although the targeted population is persons who are at, or below, 200% of the federal poverty level. Persons who need services may call at the main number to set up an appointment.

G. **Organization:** Hispanic Catholic Ministries
Project/Service: Latino Family Advocacy
Address: 310 Allen St., Dayton, OH 45410
Website: http://www.catholiccincinnati.org
Contact: Sr. Maria Stacy, mstacy@catholiccincinnati.org, 937-258-1309

To welcome the incoming Hispanic population in the Dayton and northern areas of the archdiocese of Cincinnati; to provide networking to facilitate their living here and particularly to provide religious services to the Catholic Hispanic immigrant community.

H. Latino Connection - Website: http://latinodayton.org/community.html

I. Victim Advocates

1. Municipal Prosecutor's Office - Victim's Advocate

The Victim Assistance Division is a support and advocacy program for victims of violent misdemeanor crimes. Services include: an understanding of the criminal justice system, assistance in speaking or communicating with prosecutors, court accompaniment, safety planning, referrals to social service agencies, VINE and crime victim compensation information. The goals of the program include: informing victims of their rights under the Ohio Victims Rights Law, lessening the trauma suffered by victims, increasing resources available to crime victims, increasing victim participation in the criminal justice system, and making the justice system aware of the needs and rights of crime victims in the community.

Phone (937) 333-4400

Hours - 8:00 am – 5:00 pm

Domestic violence cases are handled by Artemis House; however, the victim must contact them before they provide assistance.

Phone: (937) 222-SAFE (7233)

24 Hour Hotline

2. Montgomery County Prosecutor's Office – Victim Witness Division

The Victim/Witness Division is a section of the Montgomery County Prosecutor's Office designed to help those individuals who have been a victim or witness of a violent crime.

The Victim/Witness Division provides 24-hour crisis-intervention, support and informational services to those affected by violent crime. The Advocates specialize in cases of sexual assault/abuse and homicide; however, they offer a variety of services to other victims and witnesses as well. The goal of the Division is to help victims and witnesses understand their rights and responsibilities so that they can make intelligent choices about what is best for them.

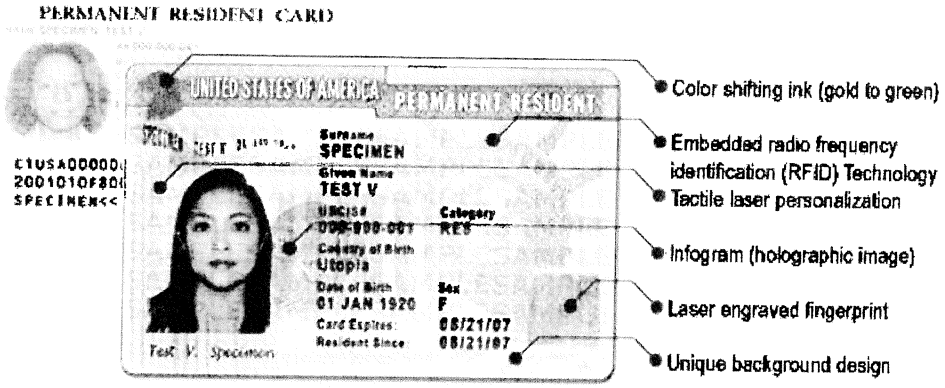
The Victim Advocates are dedicated to providing emotional support, advocacy and assistance following the tragic death of a loved one. Reconstruction of a meaningful and functional life can be facilitated by such intervention.

Phone: (937) 225-5623

VI. Language Considerations – Refer to General Order 2.02-1 –Section II.

Appendix A

This General Order supersedes all prior rules, regulations, policies and procedures, whether oral, written or by previous practice.


PERMANENT RESIDENT CARD
UNITED STATES OF AMERICA
PERMANENT RESIDENT
Surname
SPECIMEN
Given Name
TEST V
Category
RES
Category of Birth
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Date of Birth
01 JAN 1920
Sex
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Card Expires:
08/21/07
Resident Since
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Color shifting ink (gold to green)
Embedded radio frequency identification (RFID) Technology
Tactile laser personalization
Infogram (holographic image)
Laser engraved fingerprint
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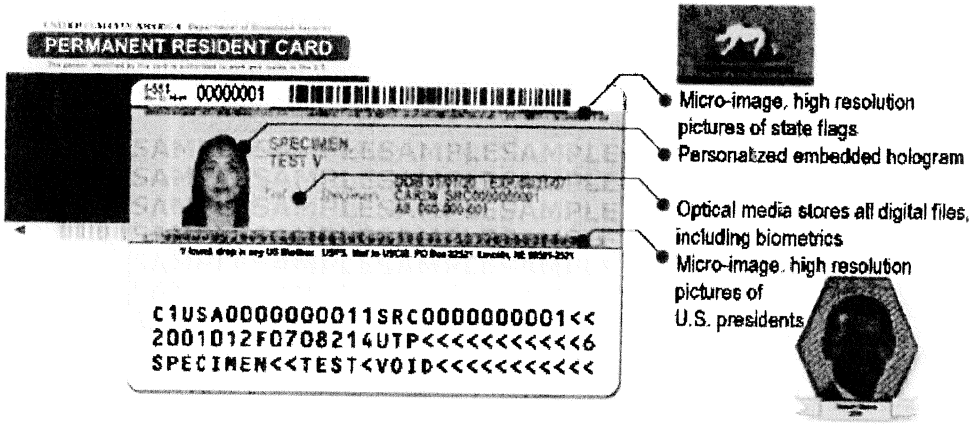
PERMANENT RESIDENT CARD
00000001
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Micro-image, high resolution pictures of state flags
Personalized embedded hologram
Optical media stores all digital files, including biometrics
Micro-image, high resolution pictures of U.S. presidents

Appendix B

OMB No. 1615-0104; Expires 07/31/2012

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-918 Supplement B, U Nonimmigrant Status Certification

START HERE - Please type or print in black ink.

Part 1. Victim information.

Family Name | Given Name | Middle Name

Other Names Used *(Include maiden name/nickname)*

Date of Birth *(mm/dd/yyyy)* | Gender ☐ Male ☐ Female

Part 2. Agency information.

Name of Certifying Agency

Name of Certifying Official | Title and Division/Office of Certifying Official

Name of Head of Certifying Agency

Agency Address - Street Number and Name | Suite #

City | State/Province | Zip/Postal Code

Daytime Phone # *(with area code and/or extension)* | Fax # *(with area code)*

Agency Type
☐ Federal ☐ State ☐ Local

Case Status
☐ On-going ☐ Completed ☐ Other:

Certifying Agency Category
☐ Judge ☐ Law Enforcement ☐ Prosecutor ☐ Other:

Case Number | FBI # or SID # *(if applicable)*

For USCIS Use Only.

Returned	Receipt
Date	
Date	
Resubmitted	
Date	
Date	
Reloc Sent	
Date	
Date	
Reloc Rec'd	
Date	
Date	
Remarks	

Part 3. Criminal acts.

1. The applicant is a victim of criminal activity involving or similar to violations of one of the following Federal, State or local criminal offenses. *(Check all that apply.)*

☐ Abduction	☐ Female Genital Mutilation	☐ Obstruction of Justice	☐ Slave Trade
☐ Abusive Sexual Contact	☐ Hostage	☐ Peonage	☐ Torture
☐ Blackmail	☐ Incest	☐ Perjury	☐ Trafficking
☐ Domestic Violence	☐ Involuntary Servitude	☐ Prostitution	☐ Unlawful Criminal Restraint
☐ Extortion	☐ Kidnapping	☐ Rape	☐ Witness Tampering
☐ False Imprisonment	☐ Manslaughter	☐ Sexual Assault	☐ Related Crime(s)
☐ Felonious Assault	☐ Murder	☐ Sexual Exploitation	☐ Other: *(If more space needed, attach seperate sheet of paper.)*
☐ Attempt to commit any of the named crimes	☐ Conspiracy to commit any of the named crimes	☐ Solicitation to commit any of the named crimes	

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This General Order supersedes all prior rules, regulations, policies and procedures, whether oral, written or by previous practice.

Part 3. Criminal acts. *(Continued.)*

2. Provide the date(s) on which the criminal activity occurred.

Date *(mm/dd/yyyy)*	Date *(mm/dd/yyyy)*	Date *(mm/dd/yyyy)*	Date *(mm/dd/yyyy)*

3. List the statutory citation(s) for the criminal activity being investigated or prosecuted, or that was investigated or prosecuted.

4. Did the criminal activity occur in the United States, including Indian country and military installations, or the territories or possessions of the United States? ☐ Yes ☐ No

   a. Did the criminal activity violate a Federal extraterritorial jurisdiction statute? ☐ Yes ☐ No

   b. If "Yes," provide the statutory citation providing the authority for extraterritorial jurisdiction.

   c. Where did the criminal activity occur?

5. Briefly describe the criminal activity being investigated and/or prosecuted and the involvement of the individual named in Part 1. Attach copies of all relevant reports and findings.

6. Provide a description of any known or documented injury to the victim. Attach copies of all relevant reports and findings.

Part 4. Helpfulness of the victim.

The victim (or parent, guardian or next friend, if the victim is under the age of 16, incompetent or incapacitated.):

1. Possesses information concerning the criminal activity listed in **Part 3**.	☐ Yes	☐ No
2. Has been, is being or is likely to be helpful in the investigation and/or prosecution of the criminal activity detailed above. *(Attach an explanation briefly detailing the assistance the victim has provided.)*	☐ Yes	☐ No
3. Has not been requested to provide further assistance in the investigation and/or prosecution. *(Example: prosecution is barred by the statute of limitation.) (Attach an explanation.)*	☐ Yes	☐ No
4. Has unreasonably refused to provide assistance in a criminal investigation and/or prosecution of the crime detailed above. *(Attach an explanation.)*	☐ Yes	☐ No

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Part 4. Helpfulness of the victim. *(Continued.)*

5. Other, please specify.

Part 5. Family members implicated in criminal activity.

1. Are any of the victim's family members believed to have been involved in the criminal activity of which he or she is a victim? ☐ Yes ☐ No

2. If "Yes," list relative(s) and criminal involvement. *(Attach extra reports or extra sheet(s) of paper if necessary.)*

Full Name	Relationship	Involvement

Part 6. Certification.

I am the head of the agency listed in **Part 2** or I am the person in the agency who has been specifically designated by the head of the agency to issue U nonimmigrant status certification on behalf of the agency. Based upon investigation of the facts, I certify, under penalty of perjury, that the individual noted in **Part 1** is or has been a victim of one or more of the crimes listed in **Part 3**. I certify that the above information is true and correct to the best of my knowledge, and that I have made, and will make no promises regarding the above victim's ability to obtain a visa from the U.S. Citizenship and Immigration Services, based upon this certification. I further certify that if the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he/she is a victim, I will notify USCIS.

Signature of Certifying Official Identified in Part 2. **Date** *(mm/dd/yyyy)*

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MONTGOMERY
COUNTY

OFFICE OF CRIMINAL JUSTICE

Montgomery County
Administration Building

451 W. Third Street
Dayton, Ohio 45422-1535

937.224.8425 – phone

COUNTY COMMISSIONERS
Judy Dodge
Debbie Lieberman
Carolyn Rice

COUNTY ADMINISTRATOR
Michael B. Colbert

DIRECTOR
Joe Spitler

July 17, 2020

U.S. Department of Justice
Bureau of Justice Assistance
810 7th Street, NW
Washington, DC 20531

RE: Communications with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

As requested in the 2019 JAG application, this response is regarding communication between the Montgomery County, Ohio Board of Commissioners and DHS/ICE:

1. Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE? **Response:** No
2. Is your jurisdiction subject to any laws from a superior political entity (e.g., state law that binds a city) that meet the description in question 1? **Response**: No
3. If yes to either:

The Montgomery County, Ohio Board of Commissioners is a non-enforcement entity. The only illegal alien reporting policy is directed to Montgomery County Job & Family Services from the Ohio Department of Job & Family Services based on their following Policy:

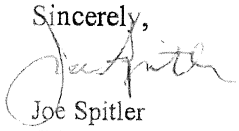
FAH.3000. Non Financial Eligibility Standards
5101:4-3-07 Food Assistance: Citizenship, Alien Status, and Reporting Illegal Aliens

Should the county agency report illegal aliens?

> County agencies shall report to the Ohio department of job and family services when an applicant or recipient is known to be an **illegal alien**. To be a known **illegal alien**, there must be a finding of fact or a conclusion of law made as part of a formal determination that is conducted by the U.S. citizenship and immigration service (USCIS) under the U.S. DHS. Only documentation provided by the USCIS or the executive office of administrative review (e.g. a final order of deportation) shall be considered evidence.

If you require additional information, please contact Joe Spitler, Criminal Justice Director via email at spitlerj@mcohio.org .

Sincerely,



Joe Spitler
Criminal Justice Director

MEMORANDUM | DAYTON

September 29, 2020

TO: Shelley Dickstein, City Manager

FROM: Chief Richard S. Biehl
Director of Police

Lt. Col. for

SUBJECT: **2020 Department of Justice JAG Grant Acceptance Award # 2020-DJ-BX-0748**

Attached for your review and approval is an emergency resolution to accept the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) for a total of $137,951.00. The Dayton Police Department will use the funds to purchase Fixed Site License Plate Readers to aid in reducing and preventing crime, and Montgomery County will use the funds to increase maintenance, add improvements and purchase needed equipment and/or make additional information available on JusticeWeb. JusticeWeb is the County's criminal information system.

The JAG grant is allocated to disparate jurisdictions based on crime statistics. As required by JAG, the City submitted a joint application with Montgomery County. The City has an agreement with the County to split JAG funding 80%/20%, with the City receiving $110,361.00 and the County receiving $27,590.00.

Please contact Lt. Col. Matt Carper at ext. 1086 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)

BACK