CITY COMMISSION MEETING AGENDA

CITY COMMISSION          DAYTON, OHIO          NOVEMBER 17, 2021

6:00 P.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager’s Recommendations (See Section II)
9. Citizen Comments on City Manager’s Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearings: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission
   (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: Work Session – 2022 Budget #1
   2:30 P.M. - PRC
   https://www.daytonohio.gov/govtv
17. Miscellaneous (See Section VI)

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

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

1. Purchase Orders:

   PUBLIC WORKS
   A1. Garland/DBS, Inc. -P0211251- (roof repairs and related items) $16,455.00
1. (Cont’d):

**PUBLIC WORKS**

A2. Garland/DBS, Inc. P0211252 (roof repair and replacement including removal and installation services) $55,210.00

A3. Garland/DBS, Inc. P0211267 (gutter repairs and related items) 28,685.00

A4. Rehrig Pacific Company (ninety-six (96) gallon trash containers with radio frequency identification tags as needed through 12/31/21) 95,649.00

-Department of Public Works Total: $195,999.00

2. **Various – Service Agreements** – for the 2022 Operating a Vehicle While Impaired (OVI) Countywide Task Force – Department of Police.

<table>
<thead>
<tr>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centerville</td>
<td>$13,000</td>
</tr>
<tr>
<td>Kettering</td>
<td>$14,000</td>
</tr>
<tr>
<td>Vandalia</td>
<td>$13,000</td>
</tr>
<tr>
<td>Huber Heights</td>
<td>$11,000</td>
</tr>
<tr>
<td>Trotwood</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

$63,000.00 (Thru 9/30/22)


$100,000.00 (Thru 12/31/22)


$12,000.00 (Thru 12/31/21)

5. **Fahlgren, Inc. – Service Agreement** – consulting services for meeting facilitation and related services – Department of Procurement, Management and Budget.

$20,000.00 (Thru 12/31/23)


$250,000.00 (Thru 1/1/24)
7. **JYG Innovations – Contract Modification** – first amendment to provide information technology services and support on an as needed basis – Department of Aviation. $208,060.00 (Thru 11/30/23)

8. **Michelle Moser – Service Agreement** – professional services agreement to provide coordination services for the county-wide OVI task force grant program – Department of Police. $15,600.00 (Thru 9/30/22)

9. **Tetra Tech, Inc. – Service Agreement** – for the continuation of development and integration of Operational Technology (OT) and Supervisory Control and Data Acquisition (SCADA) systems – Department of Water. $5,350,000.00 (Thru 12/31/26)

C. **Revenue to the City:**

10. **Greater Dayton Area Health Information Network (GDAHIN) – Service Agreement** – for funding the Dayton Area Regional Medical Response System -Department of Fire. $65,000.00 (Thru 6/30/22) (Paid to the City)

11. **Public Health-Dayton & Montgomery County – Service Agreement** – to provide assistance in planning emergency services – Department of Fire. $15,000.00 (Thru 5/31/22) (Paid to the City)

E. **Other – Contributions, Etc.:**

12. **National League of Cities – Other** – membership dues for 2021 – Department of Procurement Management and Budget. $18,418.00
IV. LEGISLATION:

Emergency Ordinances – First & Second Reading

<table>
<thead>
<tr>
<th>Ordinance No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. No. 31937-21</td>
<td>Approving Proposed Amended Civil Service Rules 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; Repealing Existing Civil Service Rules, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; and Declaring an Emergency.</td>
</tr>
</tbody>
</table>

Ordinances – First Reading

<table>
<thead>
<tr>
<th>Ordinance No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. No. 31938-21</td>
<td>Amending Section 95.24 of the Revised Code of General Ordinances.</td>
</tr>
<tr>
<td>16. No. 31939-21</td>
<td>To Vacate Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and associated alleys within the Grounds of Carillon Historical Park.</td>
</tr>
</tbody>
</table>

VI. MISCELLANEOUS:

ORDINANCE NO.  31940-21
RESOLUTION NO.  6622-21
IMPROVEMENT RESOLUTION NO.  3599-21
INFORMAL RESOLUTION NO.  994-21
PUBLIC WORKS – PROPERTY MANAGEMENT

(A1) P0211251 – GARLAND/DBS, INC., CLEVELAND, OH

- Roof repairs and related items.
- These goods and services are required to replace roofing at 325 N. Paul Laurence Dunbar Street.
- Rates are in accordance with the public, cooperative bid established by the US Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) Contract #PW1925.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6480-1172-54</td>
<td>$16,455.00</td>
</tr>
</tbody>
</table>

**Signatures/Approval**

*Approved by City Commission*

**Clerk**

**Date**

*Updated 06/2016*
PUBLIC WORKS – PROPERTY MANAGEMENT (CONTINUED)

(A2) P0211252 – GARLAND/DBS, INC., CLEVELAND, OH
- Roof repair and replacement including removal and installation services.
- These goods and services are required to replace roofing at Fire Station 8.
- Rates are in accordance with the public, cooperative bid established by the US Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) Contract #PW1925.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Facility Improvements</td>
<td>40003-6480-1425-54</td>
<td>$55,210.00</td>
</tr>
</tbody>
</table>

(A3) P0211267 – GARLAND/DBS, INC., CLEVELAND, OH
- Gutter repairs and related items.
- These goods and services are required to repair roofing at 965 Monument Avenue.
- Rates are in accordance with the public, cooperative bid established by the US Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) Contract #PW1925.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6480-1172-54</td>
<td>$28,685.00</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – WASTE COLLECTION

(A4) P0210768 – REHRIG PACIFIC COMPANY, LOS ANGELES, CA
- Ninety-six (96) gallon trash containers with radio frequency identification tags as needed through 12/31/2021.
- These goods and services are required to provide trash containers to City residents and other municipal customers receiving trash collection services.
- Rates are in accordance with the OMNIA Partners Contract #00254.
- This amendment increases the previously authorized amount of $353,684.80 by $95,649.00 for a total not to exceed $449,333.80 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6440-1301-32</td>
<td>$95,649.00</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of this order.
2022 Operating a Vehicle While Impaired (OVI)
Countywide Task Force Agreements

The Department of Police requests permission to enter into Agreements to implement the 2022 OVI task force. The total grant will be allocated among 15 participants including the City and the OVI Coordinator. The funding will be used by jurisdictions to implement saturation patrols and area checkpoints in an effort to reduce speed, increase seat belt usage and reduce fatal accidents. The following Agreements require City Commission approval: Centerville-$13,000; Huber Heights-$11,000; Kettering-$14,000; Trotwood-$12,000 and Vandalia-$13,000. The Agreements shall commence upon execution and expire on September 30, 2022.

The Agreements are funded from the OVI Task Force grant award number OVI-2022-Dayton Police Dept.-00006 from the Ohio Department of Public Safety. The Dayton City Commission accepted the $224,999.19 grant on October 6, 2021 by Resolution No. 6613-21.

The following jurisdictions also are participating in OVI, but the Agreements do not require City Commission approval: Butler Township-$7,000; Clay Township-$4,000; Clayton-$4,000; Five Rivers MetroParks-$5,000; Miamisburg-$10,000; Moraine-$3,000; Perry Township-$7,000; Riverside-$5,000; and West Carrollton-$3,000.

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

The Agreements are being funded by the 2022 OVI Grant.

A copy of each Certificate of Funds and Agreement requiring City Commission approval are attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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

- **Contract Start Date**: Upon Execution
- **Expiration Date**: 9/30/2022
- **Original Commission Approval**: $13,000.00
- **Initial Encumbrance**: $13,000.00
- **Remaining Commission Approval**: $

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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$13,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code:</td>
<td>28303 - 6210 - 1271 - 71</td>
</tr>
<tr>
<td>Location:</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code:</td>
<td></td>
</tr>
<tr>
<td>Location:</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

- **Vendor Name**: City of Centerville
- **Vendor Address**: 155 W Spring Valley Rd. Centerville OH 45458
- **Federal ID**: 31-6001036
- **Commodity Code**: 91893
- **Purpose**: For participation in Ohio Department of Public Safety Operating a Vehicle While Impaired (OVI) grant No. OVI-2022-Dayton Police Dept.-00006. The grant was accepted in Resolution 6613-21 on October 6, 2021.

| Contact Person: | Meredith Weber | ext. 1099 |
| Contact Information: | Police/Director's Office | 11/3/2021 |
| Department/Division: | E-SIGNED by Eric Henderson | on 2021-11-05 00:35:50 GMT |

SECTION II - to be completed by the Finance Department

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

**Finance Director Signature**: [Signature] | Date: 11/9/21

**CF Prepared by**: [Signature] | Date: 11/9/21

**CF/CT Number**: CT21-3116
OPERATING A VEHICLE WHILE IMPAIRED COUNTYWIDE TASK FORCE AGREEMENT

THIS AGREEMENT is entered into as of this ______ day of ________________, 2021 by and between the City of Dayton, Ohio (hereinafter referred to as the “Lead Agency”) and the City of Centerville, Ohio (hereinafter referred to as the “Sub-grantee”):

WITNESSETH:

WHEREAS, The State of Ohio, Department of Public Safety (“ODPS”) administers the Operating a Vehicle While Impaired Task Force (“OVI”) Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from ODPS, Grant Number OVI-2022-Dayton Police Dept.-00006, for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to all grant terms and conditions; and

WHEREAS, the Sub-grantee provides law enforcement agency services to its respective community and is eligible to participate in OVI activities; and

WHEREAS, the Lead Agency desires to engage the Sub-grantee to provide targeted enforcement activity in completion of the aforementioned grant; now, therefore;

The parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRAANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved problem sites as determined by the Task Force “problem ID process.” Targeted enforcement will be conducted in support of the Montgomery County OVI Task Force goals, which are to decrease the incidence of OVI violations and crash fatalities and increase seat belt usage while using the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County. Also, there will be zero tolerance enforcement with respect to violations of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition:

a. Law Enforcement Reports: Sub-grantee will report enforcement activity on OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the following month to Lead Agency. Justification for sites selected for enforcement activity should be documented and maintained as a part of Sub-grantee’s file for this agreement.
b. **Training Certification:** Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

c. **Diversity/Inclusion Training:** Sub-grantee will assure that all personnel that participate in enforcement-related activity complete any sub-recipient agency required diversity/inclusion training.

d. **Enforcement Hours Eligibility:** Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

e. **Safety Belt Policy:** Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio’s occupant restraint laws.

f. **Required Activity:** All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the “Drive Sober or Get Pulled Over” mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: December 17, 2021 through January 1, 2022 and August 19, 2022, through September 5, 2022.

g. **Lead Agency** will fund overtime enforcement during the “Click It or Ticket” (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 23, 2022 through June 5, 2022.

**II. COMPENSATION AND PAYMENT**

Funding for this Agreement is contingent on receipt of funds from the State of Ohio, Department of Public Safety for the OVI grant number OVI-2022-Dayton Police Department-00006 received by the Lead Agency.

Compensation shall be on the basis of direct costs based on actual activity completed in an amount not to exceed Thirteen Thousand and No Cents ($13,000.00).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. Sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity, dates and hours worked, overtime rate earned.
and check/warrant/voucher number of overtime payment. Sub-grantee must provide documentation that the officer has been paid. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

Proof of payment documentation must include the officer’s name, regular hourly rate of pay, overtime rate of pay, overtime hours for the pay period covering the requested reimbursement, the check or pay stub number, and detail for each fringe benefit being claimed for reimbursement under the grant. Failure to provide appropriate payment documentation may result in a demand for repayment of any previously reimbursed funds and the cancellation of this Agreement.

III. DELIVERY OF SERVICES

Sub-grantee will begin work after execution of this document and complete all work no later than September 30, 2022.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the ODPS. This Agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of at least three (3) years after the completion of this agreement.

Sub-grantee shall obtain and retain in force workers' compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES AND INCORPORATION OF PARENT CONTRACT

The provisions of this Agreement include all of the terms, conditions and assurances of the parent agreement for OVI Task Force Grant OVI-2022-Dayton Police Department-00006, dated October 1, 2021 between the ODPS and Lead Agency and

3
the additional Sub-grantee provisions. This Agreement shall be predicated upon the receipt of the parent agreement from the ODPS and the approval of the Dayton City Manager and the Commission of the City of Dayton, if required. The “Terms and Conditions for All Grants” from ODPS is incorporated into this document and attached as “Exhibit A.”

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days from the date of the transmitted letter to resolve such deficiencies, unless otherwise stated by Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by Lead Agency when entering into an agreement (contract) where funds are administered by the OCJS-TS with a total of Five Thousand Dollars ($5,000) or more. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that Lead Agency is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer
Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with Lead Agency, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, Lead Agency shall reimburse Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by Sub-grantee shall become the property of Lead Agency.

PROVISION 2 Reporting Requirements
Performance reports will be required to be submitted by Sub-grantee as frequently as required by Lead Agency. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period
and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3  Intellectual Property
Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4  Audit Practices
The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, ODPS, OCJS-TS or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5  Equal Employment Opportunity (E.E.O.)
The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6  Certification Regarding Lobbying
None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. “grassroots”) lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7  Labor Relations
The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8  Energy Policy
The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9 Assurances Regarding the Parent Agreement
The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the ODPS and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10 Negligence Disclaimer
The Sub-grantee and contractor shall save the OCJS-TS, ODPS, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11 Liability Disclaimer
The parties agree that the ODPS, OCJS-TS is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12 Disclosure Disclaimer
Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:

  National Highway Traffic Safety Administration
  Federal Highway Administration
  Ohio Department of Public Safety
  Office of Criminal Justice Services – Traffic Safety"


The remainder of this page left blank.
Studies, evaluations, etc., shall also include the following disclaimer: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety.”

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly Authorized Representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

By: __________________________
   City Manager

CITY OF CENTERVILLE, OHIO

By: Wayne Davis
   City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: Scott A. Liberman
    Centerville Law Director

E-SIGNED by John Musto on 2021-09-27 15:59:46 GMT

City Attorney

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

______________________________, 2021

Min./Bk._______ Pg.__________

______________________________
Clerk of the Commission
OVI Task Force Proposal 2022
OVI-2022-Dayton Police Dept.-00006
Dayton Police Dept.

GRANT INFORMATION

Grant Number: OVI-2022-Dayton Police Dept.-00006
Grant Title: OVI Task Force Proposal 2022
Grant Term: 10/01/2021 - 09/30/2022

ORGANIZATION CONTACTS

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

Project Director
Name: Michelle Moser
Title: OVI Coordinator
Phone: (937) 604-9339
Email: moser.michelle16@gmail.com

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

GRANT SERVICE AREA INFORMATION

Area Type: Urban
County or Counties served: Montgomery

Senate Legislative District(s) served
District 5
District 6

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

US Congressional District(s) served
District 10

05/20/2021
OVI Task Force Proposal 2022
OVI-2022-Dayton Police Dept.-00006
Dayton Police Dept.

### FSRS FUNDING INFORMATION

<table>
<thead>
<tr>
<th>No</th>
<th>In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?</th>
</tr>
</thead>
</table>

### TERMS AND CONDITIONS

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

### PROBLEM IDENTIFICATION

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

### PROPOSAL GUIDELINE PRESENTATION

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

### COUNTERMEASURES THAT WORK

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

### DIVERSITY / INCLUSION TRAINING

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

### SUB-RECIPIENT STAFF ACCESS

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

### AUTHORIZATION

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

---

05/20/2021
<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Fringe Rate</th>
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<tbody>
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<td>Butler Township</td>
<td>19.5500</td>
</tr>
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<td>Centerville</td>
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<td>Clay Township</td>
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<td>Clayton</td>
<td>20.9500</td>
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<td>Montgomery County Sheriffs Office</td>
<td>19.5500</td>
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<td>Moraine</td>
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<tr>
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<td>West Carrollton</td>
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<td>Vandalia</td>
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<tr>
<td>GOAL TITLE</td>
<td>Alcohol-Related Fatal Crash Goal</td>
</tr>
<tr>
<td>----------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>GOAL DESCRIPTION</td>
<td>Reduce the number of alcohol-related fatal crashes to no more than 12</td>
</tr>
<tr>
<td>BASELINE</td>
<td>Last year, there were 22 alcohol-related fatal crashes.</td>
</tr>
<tr>
<td>SCOPE</td>
<td>Through problem identification of traffic crash data, conduct checkpoints and saturation patrols in locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.</td>
</tr>
<tr>
<td>EVALUATION</td>
<td>Conduct monthly reviews comparing stats from the previous year.</td>
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</table>
### Goal Title
Checkpoint Goal

### Goal Description
Conduct 16 checkpoints (see the grant solicitation package for the minimum required number of checkpoints - number of checkpoints in goal must equal number of checkpoints submitted in the work plan.)

### Baseline
Last year, 16 checkpoints were conducted.

### Scope
Through problem identification of traffic crash data, conduct checkpoints locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes.

### Evaluation
Number of checkpoints conducted.
<table>
<thead>
<tr>
<th>Month</th>
<th>Media Events</th>
<th>Press Releases</th>
<th>Task Force Meeting</th>
<th>Saturation Patrol Hours</th>
<th>#: of Low Manpower Checkpoints</th>
<th>Low Manpower Hours</th>
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<tbody>
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<td>MARCH</td>
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<td>APRIL</td>
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<td>MAY</td>
<td></td>
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<tr>
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<td>Media Events</td>
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<td></td>
<td>Task Force Meeting</td>
<td>Yes</td>
<td>Task Force Meeting</td>
<td>Yes</td>
<td>Task Force Meeting</td>
<td>Yes</td>
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<td></td>
<td>Saturation Patrol Hours</td>
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<td>Saturation Patrol Hours</td>
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<td># of Low Manpower Checkpoints</td>
<td>2</td>
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<td>Low Manpower Hours</td>
<td>110</td>
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05/20/2021
### AUGUST

| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 190 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |

### SEPTEMBER

| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 155 |
| # of Low Manpower Checkpoints | 0 |
| Low Manpower Hours | 0 |

#### Number of Checkpoints | 16
#### Number of Checkpoint Hours | 868
#### Number of Saturation Patrol Hours | 2249
#### Number of Media Events | 6

**REGIONAL MEETINGS**

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

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>1164</td>
<td>$53.2500</td>
<td>$61,983.00</td>
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## Participating Agencies (Contractual)

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<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
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<tbody>
<tr>
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<td>$49.5400</td>
<td>$96,751.62</td>
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## Lead Agency Coordination Hours

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<td>$0</td>
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## Contractual Coordination Hours

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<tr>
<td>520</td>
<td>$30.0000</td>
<td>$15,600.00</td>
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## Lead Agency Fringes

### Retirement Medicare Total Fringe Rate Total Fringe Benefit

| 19.5000% | 1.45% | 20.95% | $12,985.44 |

## Participating Agency (Contractual) Fringes

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<tr>
<th>Retirement Medicare Total Fringe Rate Total Fringe Benefit</th>
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<td>18.9800%</td>
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<td>Budget Category</td>
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<td>Travel Expense</td>
</tr>
<tr>
<td>Supplies/Materials/Other Direct Costs</td>
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<tr>
<td>Equipment</td>
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Total: 10 $3,214.00
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<thead>
<tr>
<th>Budget Category</th>
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<td>$61,983.00</td>
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<tr>
<td>Contractual Labor</td>
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<tr>
<td>Lead Agency Coordination</td>
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<td>Contractual Coordination</td>
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<td>Additional Contractual</td>
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<tr>
<td>Equipment</td>
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<tr>
<td>Supplies/Materials/Other Direct Costs</td>
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<tr>
<td>Travel Expenses</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Totals</td>
<td>$224,999.19</td>
</tr>
</tbody>
</table>
September 1, 2021

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: OVI Coordinator Michelle Moser

Re: FFY 2022 Grant # OVI-2022-Dayton Police Dept-00006

Dear Ms. Dickstein:

The Federal Fiscal Year (FFY) 2022 grant proposal referenced above is approved for $224,999.19. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is October 1, 2021. The "Agreement Termination Date" is September 30, 2022. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3170 or kdwilliams@dps.ohio.gov.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2021.

<table>
<thead>
<tr>
<th>Catalog of Federal Domestic Assistance (CFDA)</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>20.816</td>
<td>National Priority Safety Programs</td>
<td>$224,999.19</td>
<td>69A37521900000405DOHL</td>
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</table>

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2022. Should any change in federal funding adversely affect the Ohio Traffic Safety Office’s (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Felice Moretti
Felice Moretti, Director
Ohio Traffic Safety Office
Special Conditions

In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Ohio Traffic Safety Office (OTSO) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of events/activities in the FFY2022 grant year. If the sub-recipient is unable to complete the approved work plans (e.g., events, enforcement hours, meetings, etc.) in any manner on this grant, the sub-recipient must contact the assigned planner immediately and discuss potential revision(s) to the FFY2022 grant. All Federal and State regulations will apply.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety, Office of Traffic Safety, administers the Operating a Vehicle While Impaired Task Force (“OVI”) Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, The City of Dayton (City) submitted a federal fiscal year (FFY) 2022 grant application entitled “OVI Task Force” to implement area checkpoints and saturation patrols with approximately fifteen (15) jurisdictions and the Dayton Police Department; and

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

WHEREAS, The Ohio Department of Public Safety has awarded the City Grant Number OVI-2022-Dayton Police Dep't.-00006 for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to the City accepting all terms and conditions; and

WHEREAS, It is necessary to meet the grant terms for implementation to begin at the earliest possible date to conduct the required minimum enforcement efforts that will preserve public peace, property, health and safety that this resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the FFY 2022 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20.616 National Priority Safety Programs known as the Montgomery County OVI Task Force grant in an amount not to exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.
Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION...OCTOBER 6... , 2021

SIGNED BY THE MAYOR...OCTOBER 6... , 2021

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of Commission

Approved as to Form:

[Signature]
City Attorney
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
<th>Required Documentation</th>
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<td>Initial Certificate of Funds</td>
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<td>Remaining Commission Approval</td>
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<table>
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**Attach additional pages for more FOAPALS**

**Vendor Name:** City of Huber Heights

**Vendor Address:** 6131 Taylorsville Rd., Huber Heights OH 45424

**Federal ID:** 31-6000621

**Commodity Code:** 91899

**Purpose:** For participation in Ohio Department of Public Safety Operating a Vehicle While Impaired (OVI) grant

**No. OVI-2022-Dayton Police Dept.-00006.** The grant was accepted in Resolution 6613-21 on October 6, 2021.

**Contact Person:** Meredith Weber ext. 1099

**Police/Director's Office:** 11/3/2021

**Department/Division:** 

**Originating Department Director's Signature:** E-SIGNED by Eric Henderson on 2021-11-05 00:35:57 GMT

SECTION II - to be completed by the Finance Department

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

**Finance Director Signature:** 

**CF Prepared by:** 

**CF/CT Number:**

October 18, 2011
OPERATING A VEHICLE WHILE IMPAIRED
COUNTYWIDE TASK FORCE
AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of ________________, 2021
by and between the City of Dayton, Ohio (hereinafter referred to as the “Lead Agency”) and City
of Huber Heights, Ohio (hereinafter referred to as the “Sub-grantee”):

WITNESSETH:

WHEREAS, The State of Ohio, Department of Public Safety (“ODPS”) administers the
Operating a Vehicle While Impaired Task Force (“OVI”) Grant Program in an effort to increase
alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and
reduce fatal and injury accidents; and

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force
grant from ODPS, Grant Number OVI-2022-Dayton Police Dept.-00006, for Two Hundred
Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19)
subject to all grant terms and conditions; and

WHEREAS, the Sub-grantee provides law enforcement agency services to its respective
community and is eligible to participate in OVI activities; and

WHEREAS, the Lead Agency desires to engage the Sub-grantee to provide targeted
enforcement activity in completion of the aforementioned grant; now, therefore;

The parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved
problem sites as determined by the Task Force “problem ID process.” Targeted
enforcement will be conducted in support of the Montgomery County OVI Task
Force goals, which are to decrease the incidence of OVI violations and crash fatalities
and increase seat belt usage while using the low manpower OVI checkpoint model to
conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County.
Also, there will be zero tolerance enforcement with respect to violations of safety belt
and child safety seat laws during enforcement efforts in targeted communities. In
addition:

a. Law Enforcement Reports: Sub-grantee will report enforcement activity on
OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly
basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the
following month to Lead Agency. Justification for sites selected for enforcement
activity should be documented and maintained as a part of Sub-grantee’s file for
this agreement.
b. **Training Certification:** Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

c. **Diversity/Inclusion Training:** Sub-grantee will assure that all personnel that participate in enforcement-related activity complete any sub-recipient agency required diversity/inclusion training.

d. **Enforcement Hours Eligibility:** Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

e. **Safety Belt Policy:** Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio’s occupant restraint laws.

f. **Required Activity:** All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the “Drive Sober or Get Pulled Over” mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: December 17, 2021 through January 1, 2022 and August 19, 2022, through September 5, 2022.

g. **Lead Agency** will fund overtime enforcement during the “Click It or Ticket” (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 23, 2022 through June 5, 2022.

II. **COMPENSATION AND PAYMENT**

Funding for this Agreement is contingent on receipt of funds from the State of Ohio, Department of Public Safety for the OVI grant number OVI-2022-Dayton Police Department-00006 received by the Lead Agency.

Compensation shall be on the basis of direct costs based on actual activity completed in an amount not to exceed Eleven Thousand Dollars and No Cents ($11,000.00).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. Sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity, dates and hours worked, overtime rate earned
and check/warrant/voucher number of overtime payment. Sub-grantee must provide
documentation that the officer has been paid. Reimbursement will only be made for
actual costs and pre-approved fringe rate incurred in support of the OVI Task Force
activities.

Proof of payment documentation must include the officer’s name, regular hourly rate
of pay, overtime rate of pay, overtime hours for the pay period covering the requested
reimbursement, the check or pay stub number, and detail for each fringe benefit being
claimed for reimbursement under the grant. Failure to provide appropriate payment
documentation may result in a demand for repayment of any previously reimbursed
funds and the cancellation of this Agreement.

III. DELIVERY OF SERVICES

Sub-grantee will begin work after execution of this document and complete all work
no later than September 30, 2022.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm,
partnership, corporation, or entity to perform the services to be done on the OVI Task
Force without prior approval from the Lead Agency.

Sub-grantee warrants that it has not employed or retained any company or person
other than a bona-fide employee working solely for Sub-grantee to solicit or secure
this agreement and has not paid or has not agreed to pay any fee, commission,
percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of
three (3) years, pursuant to the requirements of the ODPS. This Agreement provides
the right of any authorized representative of the federal or state government to audit
and inspect any and/or all project-related records at all reasonable normal working
hours during the contract period and for a period of at least three (3) years after the
completion of this agreement.

Sub-grantee shall obtain and retain in force workers’ compensation and proof of
liability insurance for its employees and autos operated by them for and during their
employment.

VI. ASSURANCES AND INCORPORATION OF PARENT CONTRACT

The provisions of this Agreement include all of the terms, conditions and assurances
of the parent agreement for OVI Task Force Grant OVI-2022-Dayton Police
Department-00006, dated October 1, 2021 between ODPS and Lead Agency and the
additional Sub-grantee provisions. This Agreement shall be predicated upon the receipt of the parent agreement from ODPS and the approval of the Dayton City Manager and the Dayton City Commission, if required. The “Terms and Conditions for All Grants” from ODPS is incorporated into this document and attached as “Exhibit A.”

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days from the date of the transmitted letter to resolve such deficiencies, unless otherwise stated by Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by Lead Agency when entering into an agreement (contract) where funds are administered by the OCJS-TS with a total of Five Thousand Dollars ($5,000) or more. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that Lead Agency is contracting with for the desired scope of service.

PROVISION 1  Security Agreement Disclaimer
Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with Lead Agency, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, Lead Agency shall reimburse Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by Sub-grantee shall become the property of Lead Agency.

PROVISION 2  Reporting Requirements
Performance reports will be required to be submitted by Sub-grantee as frequently as required by Lead Agency. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period
and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Intellectual Property
Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4 Audit Practices
The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, ODPS, OCJS-TS or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)
The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying
None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations
The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Energy Policy
The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9  Assurances Regarding the Parent Agreement
The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the ODPS and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10  Negligence Disclaimer
The Sub-grantee and contractor shall save the OCJS-TS, ODPS, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11  Liability Disclaimer
The parties agree that the ODPS, OCJS-TS is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12  Disclosure Disclaimer
Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:

National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Office of Criminal Justice Services – Traffic Safety"

The remainder of this page left blank.
Studies, evaluations, etc., shall also include the following disclaimer: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety.”

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly Authorized Representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

By: __________________________
   City Manager

CITY OF HUBER HEIGHTS, OHIO

By: __________________________
   City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

E-SIGNED by John Musto
on 2021-09-27 18:01:17 GMT

City Attorney

By: __________________________
   Huber Heights Law Director

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

___________________________, 2020

Min./Bk._______Pg.__________

___________________________
   Clerk of the Commission
**Grant Information**

<table>
<thead>
<tr>
<th>Grant Number</th>
<th>OVI-2022-Dayton Police Dept.-00006</th>
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<tbody>
<tr>
<td>Grant Title</td>
<td>OVI Task Force Proposal 2022</td>
</tr>
<tr>
<td>Grant Term</td>
<td>10/01/2021 - 09/30/2022</td>
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**Organization Contacts**

<table>
<thead>
<tr>
<th>Authorized Official</th>
</tr>
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<tbody>
<tr>
<td>Name: Shelley Dickstein</td>
</tr>
<tr>
<td>Title: City Manager</td>
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</table>

<table>
<thead>
<tr>
<th>Project Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Michelle Moser</td>
</tr>
<tr>
<td>Title: OVI Coordinator</td>
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<table>
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<tr>
<th>Fiscal Officer</th>
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</thead>
<tbody>
<tr>
<td>Name: Sheelah Moyer</td>
</tr>
<tr>
<td>Title: Grants and Budget Coordinator</td>
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**Grant Service Area Information**

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<th>Area Type</th>
<th>Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>County or Counties served</td>
<td>Montgomery</td>
</tr>
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</table>
| Senate Legislative District(s) served | District 5  
|  | District 6  |
| House Legislative District(s) served | District 39  
|  | District 40  
|  | District 42  
|  | District 43  |
| US Congressional District(s) served | District 10  |
OVI Task Force Proposal 2022  
OVI-2022-Dayton Police Dept-00006  
Dayton Police Dept.

**FSRS FUNDING INFORMATION**

| No | In your business or organization’s preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? |

**TERMS AND CONDITIONS**

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

**PROBLEM IDENTIFICATION**

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

**PROPOSAL GUIDELINE PRESENTATION**

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

**COUNTERMEASURES THAT WORK**

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

**DIVERSITY / INCLUSION TRAINING**

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

**SUB-RECIPIENT STAFF ACCESS**

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

**AUTHORIZATION**

<p>| | By checking this box, the agency verifies that the Authorized Official (named on the General Information page) has approved the submission of this proposal. |</p>
<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Fringe Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butler Township</td>
<td>19.5500</td>
</tr>
<tr>
<td>Centerville</td>
<td>20.9500</td>
</tr>
<tr>
<td>Clay Township</td>
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</tr>
<tr>
<td>Clayton</td>
<td>20.9500</td>
</tr>
<tr>
<td>Five Rivers Metro Parks</td>
<td>19.5500</td>
</tr>
<tr>
<td>Huber Heights</td>
<td>21.9500</td>
</tr>
<tr>
<td>Kettering</td>
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<tr>
<td>Miamisburg</td>
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</tr>
<tr>
<td>Montgomery County Sheriffs Office</td>
<td>19.5500</td>
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<tr>
<td>Moraine</td>
<td>20.9500</td>
</tr>
<tr>
<td>Perry Township</td>
<td>19.5500</td>
</tr>
<tr>
<td>Riverside</td>
<td>20.9500</td>
</tr>
<tr>
<td>Trotwood</td>
<td>20.9500</td>
</tr>
<tr>
<td>West Carrollton</td>
<td>20.9500</td>
</tr>
<tr>
<td>Vandalia</td>
<td>20.9500</td>
</tr>
</tbody>
</table>
**GOAL TITLE**

Alcohol-Related Fatal Crash Goal

**GOAL DESCRIPTION**

Reduce the number of alcohol-related fatal crashes to no more than 12

**BASELINE**

Last year, there were 22 alcohol-related fatal crashes.

**SCOPE**

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

**EVALUATION**

Conduct monthly reviews comparing stats from the previous year.
<table>
<thead>
<tr>
<th><strong>GOAL TITLE</strong></th>
<th>Checkpoint Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GOAL DESCRIPTION</strong></td>
<td>Conduct 16 checkpoints (see the grant solicitation package for the minimum required number of checkpoints - number of checkpoints in goal must equal number of checkpoints submitted in the work plan.)</td>
</tr>
<tr>
<td><strong>BASELINE</strong></td>
<td>Last year, 16 checkpoints were conducted.</td>
</tr>
<tr>
<td><strong>SCOPE</strong></td>
<td>Through problem identification of traffic crash data, conduct checkpoints locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes.</td>
</tr>
<tr>
<td><strong>EVALUATION</strong></td>
<td>Number of checkpoints conducted.</td>
</tr>
<tr>
<td></td>
<td>October</td>
</tr>
<tr>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>Media Events</td>
<td>1</td>
</tr>
<tr>
<td>Press Releases</td>
<td>4</td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>186</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
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<td>Low Manpower Hours</td>
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<td>Month</td>
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<tr>
<td>March</td>
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### AUGUST

<table>
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<tr>
<td>Press Releases</td>
<td>4</td>
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<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
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<tr>
<td>Saturation Patrol Hours</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
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### SEPTEMBER

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<td>Press Releases</td>
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<td># of Low Manpower Checkpoints</td>
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<td>Low Manpower Hours</td>
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<table>
<thead>
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<tbody>
<tr>
<td>Number of Checkpoints</td>
<td>16</td>
</tr>
<tr>
<td>Number of Checkpoint Hours</td>
<td>868</td>
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<tr>
<td>Number of Saturation Patrol Hours</td>
<td>2249</td>
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<tr>
<td>Number of Media Events</td>
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</table>

### REGIONAL MEETINGS

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

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
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## Participating Agencies (Contractual)

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## Lead Agency Coordination Hours

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<tr>
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## Contractual Coordination Hours

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## Lead Agency Fringe

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<th>Medicare</th>
<th>Total Fringe Rate</th>
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<tbody>
<tr>
<td>19.5000%</td>
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## Participating Agency (Contractual) Fringe

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<tr>
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### Budget Worksheet - Line Items

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<th>Amount Requested</th>
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<tbody>
<tr>
<td>Lead Agency Education</td>
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<td>Lead Agency Transportation Costs</td>
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<table>
<thead>
<tr>
<th>Budget Category</th>
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<th>Quantity</th>
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<td>Travel Expense</td>
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<td>Supplies/Materials/Other Direct Costs</td>
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<td>$1,514.00</td>
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<td>Equipment</td>
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05/20/2021
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<td>Totals</td>
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</table>
September 1, 2021

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: OVI Coordinator Michelle Moser

Re: FFY 2022 Grant # OVI-2022-Dayton Police Dept-00008

Dear Ms. Dickstein:

The Federal Fiscal Year (FFY) 2022 grant proposal referenced above is approved for $224,999.19. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is October 1, 2021. The "Agreement Termination Date" is September 30, 2022. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3170 or kdwilliams@dps.ohio.gov.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2021.

<table>
<thead>
<tr>
<th>Catalog of Federal Domestic Assistance (CFDA)</th>
<th>Description</th>
<th>Amount</th>
<th>FAIN Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.616</td>
<td>National Priority Safety Prog</td>
<td>$224,999.19</td>
<td>68A3752130000405DOH1</td>
</tr>
</tbody>
</table>

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2022. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Felice Moretti
Felice Moretti, Director
Ohio Traffic Safety Office
Special Conditions

In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Ohio Traffic Safety Office (OTSO) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of events/activities in the FFY2022 grant year. If the sub-recipient is unable to complete the approved work plans (e.g., events, enforcement hours, meetings, etc.) in any manner on this grant, the sub-recipient must contact the assigned planner immediately and discuss potential revision(s) to the FFY2022 grant. All Federal and State regulations will apply.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety, Office of Traffic Safety, administers the Operating a Vehicle While Impaired Task Force ("OVI") Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, The City of Dayton (City) submitted a federal fiscal year (FFY) 2022 grant application entitled "OVI Task Force" to implement area checkpoints and saturation patrols with approximately fifteen (15) jurisdictions and the Dayton Police Department; and

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

WHEREAS, The Ohio Department of Public Safety has awarded the City Grant Number OVI-2022-Dayton Police Dept.-00006 for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to the City accepting all terms and conditions; and

WHEREAS, It is necessary to meet the grant terms for implementation to begin at the earliest possible date to conduct the required minimum enforcement efforts that will preserve public peace, property, health and safety that this resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the FFY 2022 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20.616 National Priority Safety Programs known as the Montgomery County OVI Task Force grant in an amount not to exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.
Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION...OCTOBER 6..., 2021

SIGNED BY THE MAYOR...OCTOBER 6..., 2021

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of Commission

Approved as to Form:

[Signature]
City Attorney
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Contract Start Date

Expiration Date

Original Commission Approval

Initial Encumbrance

Remaining Commission Approval

Upon Execution

9/30/2022

$ 14,000.00

$ 14,000.00

$ -

Required Documentation

X Initial City Manager's Report

X Initial Certificate of Funds

X Initial Agreement/Contract

Copy of City Manager's Report

Copy of Original Certificate of Funds

Original CT/CF

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

$ -

$ -

$ -

Amount: $ 14,000.00

Fund Code

Fund

Org

Acct

Prog

Act

Loc

28303

6210

1271

71

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OPERATING A VEHICLE WHILE IMPAIRED
COUNTYWIDE TASK FORCE
AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of ___________________, 2021
by and between the City of Dayton, Ohio (hereinafter referred to as the “Lead Agency”) and City
of Kettering, Ohio (hereinafter referred to as the “Sub-grantee”):

WITNESSETH:

WHEREAS, The State of Ohio, Department of Public Safety (“ODPS”) administers the
Operating a Vehicle While Impaired Task Force (“OVI”) Grant Program in an effort to increase
alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and
reduce fatal and injury accidents; and

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force
grant from ODPS, Grant Number OVI-2022-Dayton Police Dept.-00006, for Two Hundred
Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19)
subject to all grant terms and conditions; and

WHEREAS, the Sub-grantee provides law enforcement agency services to its respective
community and is eligible to participate in OVI activities; and

WHEREAS, the Lead Agency desires to engage the Sub-grantee to provide targeted
enforcement activity in completion of the aforementioned grant; now, therefore;

The parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved
problem sites as determined by the Task Force “problem ID process.” Targeted
enforcement will be conducted in support of the Montgomery County OVI Task
Force goals, which are to decrease the incidence of OVI violations and crash fatalities
and increase seat belt usage while using the low manpower OVI checkpoint model to
conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County.
Also, there will be zero tolerance enforcement with respect to violations of safety belt
and child safety seat laws during enforcement efforts in targeted communities. In
addition:

a. Law Enforcement Reports: Sub-grantee will report enforcement activity on
OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly
basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the
following month to Lead Agency. Justification for sites selected for enforcement
activity should be documented and maintained as a part of Sub-grantee’s file for
this agreement.
b. **Training Certification**: Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

c. **Diversity/Inclusion Training**: Sub-grantee will assure that all personnel that participate in enforcement-related activity complete any sub-recipient agency required diversity/inclusion training.

d. **Enforcement Hours Eligibility**: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

e. **Safety Belt Policy**: Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio’s occupant restraint laws.

f. **Required Activity**: All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the “Drive Sober or Get Pulled Over” mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: December 17, 2021 through January 1, 2022 and August 19, 2022, through September 5, 2022.

g. **Lead Agency** will fund overtime enforcement during the “Click It or Ticket” (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 23, 2022 through June 5, 2022.

II. **COMPENSATION AND PAYMENT**

Funding for this Agreement is contingent on receipt of funds from the State of Ohio, Department of Public Safety for the OVI grant number OVI-2022-Dayton Police Department-00006 received by the Lead Agency.

Compensation shall be on the basis of direct costs based on actual activity completed in an amount not to exceed Fourteen Thousand Dollars and No Cents ($14,000.00).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. Sub-grantee shall complete and submit a GR-12 detailing name and rank of
officer working the overtime activity, dates and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Sub-grantee must provide documentation that the officer has been paid. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

Proof of payment documentation must include the officer’s name, regular hourly rate of pay, overtime rate of pay, overtime hours for the pay period covering the requested reimbursement, the check or pay stub number, and detail for each fringe benefit being claimed for reimbursement under the grant. Failure to provide appropriate payment documentation may result in a demand for repayment of any previously reimbursed funds and the cancellation of this Agreement.

III. DELIVERY OF SERVICES

Sub-grantee will begin work after execution of this document and complete all work no later than September 30, 2022.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the ODPS. This Agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of at least three (3) years after the completion of this agreement.

Sub-grantee shall obtain and retain in force workers’ compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES AND INCORPORATION OF PARENT CONTRACT

The provisions of this Agreement include all of the terms, conditions and assurances of the parent agreement for OVI Task Force Grant OVI-2022-Dayton Police
Department-00006, dated October 1, 2021 between ODPS and Lead Agency and the additional Sub-grantee provisions. This Agreement shall be predicated upon the receipt of the parent agreement from ODPS and the approval of the Dayton City Manager and the Dayton City Commission, if required. The “Terms and Conditions for All Grants” from ODPS is incorporated into this document and attached as “Exhibit A.”

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days from the date of the transmitted letter to resolve such deficiencies, unless otherwise stated by Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by Lead Agency when entering into an agreement (contract) where funds are administered by the OCIS-TS with a total of Five Thousand Dollars ($5,000) or more. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that Lead Agency is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer
Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with Lead Agency, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, Lead Agency shall reimburse Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by Sub-grantee shall become the property of Lead Agency.

PROVISION 2 Reporting Requirements
Performance reports will be required to be submitted by Sub-grantee as frequently as required by Lead Agency. Performance reports shall include brief information on (1)
a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Intellectual Property
Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4 Audit Practices
The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, ODPS, OCJS-TS or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)
The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying
None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. «grassroots») lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations
The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).
PROVISION 8  Energy Policy
The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9  Assurances Regarding the Parent Agreement
The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the ODPS and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10  Negligence Disclaimer
The Sub-grantee and contractor shall save the OCJS-TS, ODPS, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11  Liability Disclaimer
The parties agree that the ODPS, OCJS-TS is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12  Disclosure Disclaimer
Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:

   National Highway Traffic Safety Administration
   Federal Highway Administration
   Ohio Department of Public Safety
   Office of Criminal Justice Services – Traffic Safety"

   The remainder of this page left blank.
Studies, evaluations, etc., shall also include the following disclaimer: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety.”

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly Authorized Representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

By: ____________________________
City Manager

CITY OF KETTERING, OHIO

By: ____________________________
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

E-SIGNED by John Musto on 2021-10-18 15:40:02 GMT
Dayton City Attorney

APPROVED AS TO FORM:

By: ____________________________
Kettering Law Director

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

__________________________, 2021

Min./Bk._______ Pg.__________

__________________________
Clerk of the Commission
OVI Task Force Proposal 2022
OVI-2022-Dayton Police Dept.-00006
Dayton Police Dept.

GRANT INFORMATION

Grant Number: OVI-2022-Dayton Police Dept.-00006
Grant Title: OVI Task Force Proposal 2022
Grant Term: 10/01/2021 - 09/30/2022

ORGANIZATION CONTACTS

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

Project Director
Name: Michelle Moser
Title: OVI Coordinator
Phone: (937) 604-9339
Email: moser.michelle16@gmail.com

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

GRANT SERVICE AREA INFORMATION

Area Type: Urban
County or Counties served: Montgomery

Senate Legislative District(s) served
District 5
District 6

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

US Congressional District(s) served
District 10

05/20/2021
**OVI Task Force Proposal 2022**
**OVI-2022-Dayton Police Dept.-00006**
**Dayton Police Dept.**

### FSRS Funding Information

| No | In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? |

### Terms and Conditions

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

### Problem Identification

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

### Proposal Guideline Presentation

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

### Countermeasures That Work

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

### Diversity / Inclusion Training

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

### Sub-Recipient Staff Access

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

### Authorization

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

05/20/2021
<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Fringe Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butler Township</td>
<td>19.5500</td>
</tr>
<tr>
<td>Centerville</td>
<td>20.9500</td>
</tr>
<tr>
<td>Clay Township</td>
<td>19.5500</td>
</tr>
<tr>
<td>Clayton</td>
<td>20.9500</td>
</tr>
<tr>
<td>Five Rivers Metro Parks</td>
<td>19.5500</td>
</tr>
<tr>
<td>Huber Heights</td>
<td>19.9500</td>
</tr>
<tr>
<td>Kettering</td>
<td>20.9500</td>
</tr>
<tr>
<td>Miamisburg</td>
<td>20.9500</td>
</tr>
<tr>
<td>Montgomery County Sheriffs Office</td>
<td>19.5500</td>
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<tr>
<td>Moraine</td>
<td>20.9500</td>
</tr>
<tr>
<td>Perry Township</td>
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<td>Riverside</td>
<td>20.9500</td>
</tr>
<tr>
<td>Trotwood</td>
<td>20.9500</td>
</tr>
<tr>
<td>West Carrollton</td>
<td>20.9500</td>
</tr>
<tr>
<td>Vandalia</td>
<td>20.9500</td>
</tr>
<tr>
<td>GOAL TITLE</td>
<td>Alcohol-Related Fatal Crash Goal</td>
</tr>
<tr>
<td>------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>GOAL DESCRIPTION</td>
<td>Reduce the number of alcohol-related fatal crashes to no more than 12</td>
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<tr>
<td>Baseline</td>
<td>Last year, there were 22 alcohol-related fatal crashes.</td>
</tr>
<tr>
<td>SCOPE</td>
<td>Through problem identification of traffic crash data, conduct checkpoints and saturation patrols in locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes. Raise public awareness through local media and personal contacts. Attend at minimum, quarterly regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.</td>
</tr>
<tr>
<td>EVALUATION</td>
<td>Conduct monthly reviews comparing stats from the previous year.</td>
</tr>
</tbody>
</table>
## Goal Title
Checkpoint Goal

## Goal Description
Conduct 16 checkpoints (see the grant solicitation package for the minimum required number of checkpoints - number of checkpoints in goal must equal number of checkpoints submitted in the work plan.)

## Baseline
Last year, 16 checkpoints were conducted.

## Scope
Through problem identification of traffic crash data, conduct checkpoints locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes.

## Evaluation
Number of checkpoints conducted.
<table>
<thead>
<tr>
<th>Month</th>
<th>Media Events</th>
<th>Press Releases</th>
<th>Task Force Meeting</th>
<th>Saturation Patrol Hours</th>
<th># of Low Manpower Checkpoints</th>
<th>Low Manpower Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCTOBER</td>
<td>1</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td>186</td>
<td></td>
<td></td>
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<tr>
<td>NOVEMBER</td>
<td>1</td>
<td>3</td>
<td>Yes</td>
<td>210</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>DECEMBER</td>
<td>0</td>
<td>3</td>
<td>Yes</td>
<td>206</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>JANUARY</td>
<td>0</td>
<td>1</td>
<td>Yes</td>
<td>180</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>FEBRUARY</td>
<td>0</td>
<td>1</td>
<td>Yes</td>
<td>160</td>
<td></td>
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<td></td>
<td>March</td>
<td>April</td>
<td>May</td>
<td>June</td>
<td>July</td>
<td></td>
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<td>------------</td>
<td>-------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>Media Events</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Press Releases</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>210</td>
<td>162</td>
<td>260</td>
<td>160</td>
<td>170</td>
<td></td>
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<tr>
<td># of Low Manpower Checkpoints</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Low Manpower Hours</td>
<td>112</td>
<td>58</td>
<td>110</td>
<td>102</td>
<td>58</td>
<td></td>
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</tbody>
</table>
### AUGUST

| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 190 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |

### SEPTEMBER

| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 135 |
| # of Low Manpower Checkpoints | 0 |
| Low Manpower Hours | 0 |

| Number of Checkpoints | 16 |
| Number of Checkpoint Hours | 868 |
| Number of Saturation Patrol Hours | 2249 |
| Number of Media Events | 6 |

**REGIONAL MEETINGS**

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

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1164</td>
<td>$53.2500</td>
<td>$61,983.00</td>
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### Participating Agencies (Contractual)

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1953</td>
<td>$49.5400</td>
<td>$96,751.62</td>
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</table>

### Lead Agency Coordination Hours

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$0</td>
<td>$0</td>
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</tbody>
</table>

### Contractual Coordination Hours

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>520</td>
<td>$30.0000</td>
<td>$15,600.00</td>
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</table>

### Lead Agency Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
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</thead>
<tbody>
<tr>
<td>19.5000%</td>
<td>1.45%</td>
<td>20.95%</td>
<td>$12,985.44</td>
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</table>

### Participating Agency (Contractual) Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.9600%</td>
<td>1.45%</td>
<td>20.43%</td>
<td>$19,766.36</td>
</tr>
</tbody>
</table>
### Lead Agency Education

| Amount Requested | $1,859.49 |

### Participating Agency Education

| Amount Requested | $2,902.55 |

### Lead Agency Transportation Costs

| Amount Requested | $3,099.15 |

### Participating Agency Transportation Costs

| Amount Requested | $4,837.58 |

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Short Description of Budget Item</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expense</td>
<td>Travel to approved safety conference</td>
<td>2</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Supplies/Materials/Other Direct Costs</td>
<td>Supplies and materials to help with OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
<td>$1,514.00</td>
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<tr>
<td>Equipment</td>
<td>Purchase of equipment to aid in OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
<td>$1,800.00</td>
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**Total:** 10  
**Amount:** $5,214.00

06/20/2021
<table>
<thead>
<tr>
<th>Budget Category</th>
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<td>Lead Agency Labor</td>
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<td>Contractual Labor</td>
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<tr>
<td>Lead Agency Coordination</td>
<td>$0</td>
</tr>
<tr>
<td>Contractual Coordination</td>
<td>$15,600.00</td>
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<tr>
<td>Lead Agency Fringe Benefit</td>
<td>$12,985.44</td>
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<tr>
<td>Contractual Fringe Benefit</td>
<td>$19,766.36</td>
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<td>Lead Agency Education</td>
<td>$1,659.49</td>
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<td>Contractual Education</td>
<td>$2,902.55</td>
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<tr>
<td>Lead Agency Transportation Costs</td>
<td>$3,099.15</td>
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<tr>
<td>Contractual Transportation Costs</td>
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<tr>
<td>Additional Contractual</td>
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<tr>
<td>Equipment</td>
<td>$1,800.00</td>
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<tr>
<td>Supplies/Materials/Other Direct Costs</td>
<td>$1,514.00</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Totals:</td>
<td>$224,998.19</td>
</tr>
</tbody>
</table>
September 1, 2021

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: OVI Coordinator Michelle Moser

Re: FFY 2022 Grant # OVI-2022-Dayton Police Dept-00008

Dear Ms. Dickstein:

The Federal Fiscal Year (FFY) 2022 grant proposal referenced above is approved for $224,999.19. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is October 1, 2021. The "Agreement Termination Date" is September 30, 2022. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3170 or kdwilliams@dps.ohio.gov.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2021.

<table>
<thead>
<tr>
<th>Catalog of Federal Domestic Assistance (CFDA)</th>
<th>Description</th>
<th>Amount</th>
<th>FAIN Number</th>
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</thead>
<tbody>
<tr>
<td>20.616</td>
<td>National Priority Safety Programs</td>
<td>$224,999.19</td>
<td>68A3752130000405DOHL</td>
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</table>

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2022. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Felice Moretti
Felice Moretti, Director
Ohio Traffic Safety Office
Special Conditions

In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Ohio Traffic Safety Office (OTSO) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of events/activities in the FFY2022 grant year. If the sub-recipient is unable to complete the approved work plans (e.g., events, enforcement hours, meetings, etc.) in any manner on this grant, the sub-recipient must contact the assigned planner immediately and discuss potential revision(s) to the FFY2022 grant. All Federal and State regulations will apply.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety, Office of Traffic Safety, administers the Operating a Vehicle While Impaired Task Force ("OVI") Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, The City of Dayton (City) submitted a federal fiscal year (FFY) 2022 grant application entitled "OVI Task Force" to implement area checkpoints and saturation patrols with approximately fifteen (15) jurisdictions and the Dayton Police Department; and

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

WHEREAS, The Ohio Department of Public Safety has awarded the City Grant Number OVI-2022-Dayton Police Dept.-00006 for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to the City accepting all terms and conditions; and

WHEREAS, It is necessary to meet the grant terms for implementation to begin at the earliest possible date to conduct the required minimum enforcement efforts that will preserve public peace, property, health and safety that this resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the FFY 2022 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20.616 National Priority Safety Programs known as the Montgomery County OVI Task Force grant in an amount not to exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.
Section 2. That the City Manager or her designee is authorized to allocate and
distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission
declares this resolution to be an emergency measure and shall take effect immediately
upon its adoption.

ADOPTED BY THE COMMISSION........OCTOBER 6........., 2021

SIGNED BY THE MAYOR.................OCTOBER 6........, 2021

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of Commission

Approved as to Form:

[Signature]
City Attorney
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>_____ Renewal Contract</th>
<th>_____ Change Order:</th>
<th>_____ Other</th>
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<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td>Expiration Date</td>
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<td></td>
<td>Original Commission Approval</td>
<td>$ 12,000.00</td>
<td>X</td>
<td>Initial City Manager's Report</td>
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<tr>
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<td>Initial Encumbrance</td>
<td>$ 12,000.00</td>
<td>X</td>
<td>Initial Certificate of Funds</td>
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<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>X</td>
<td>Initial Agreement/Contract</td>
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<tr>
<td></td>
<td>Original CT/CF Increase Encumbrance</td>
<td>$ -</td>
<td></td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td></td>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Amount: | $ 12,000.00 |
| Fund Code | 28303 - 6210 - 1271 - 71 - |
| Fund | Org | Acct | Prog | Act | Loc |

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

Attach additional pages for more FOAPALs

Vendor Name: City of Trotwood
Vendor Address: 3035 N. Olive Rd, Trotwood, OH 45426
Federal ID: 31-6001090
Commodity Code: 91899
Purpose: For participation in Ohio Department of Public Safety Operating a Vehicle While Impaired (OVI) grant No. OVI-2022-Dayton Police Dept.-00006. The grant was accepted in Resolution 6613-21 on October 6, 2021.

Contact Person: Meredith Weber ext. 1099
Police/Director's Office Department/Division: 11/3/2021
Originating Department Director's Signature: E-SIGNED by Eric Henderson on 2021-11-05 00:36:14 GMT

SECTION II - to be completed by the Finance Department

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

Finance Director Signature Date

CF Prepared by Date CF/CT Number

Finance Department

(Handwritten Signature) October 18, 2011
OPERATING A VEHICLE WHILE IMPAIRED
COUNTYWIDE TASK FORCE
AGREEMENT

THIS AGREEMENT is entered into as of this ______ day of ______, 2021
by and between the City of Dayton, Ohio (hereinafter referred to as the “Lead Agency”) and City
of Trotwood, Ohio (hereinafter referred to as the “Sub-grantee”):

WITNESSETH:

WHEREAS, The State of Ohio, Department of Public Safety (“ODPS”) administers the
Operating a Vehicle While Impaired Task Force (“OVI”) Grant Program in an effort to increase
alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and
reduce fatal and injury accidents; and

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force
grant from ODPS, Grant Number OVI-2022-Dayton Police Dept.-00006, for Two Hundred
Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19)
subject to all grant terms and conditions; and

WHEREAS, the Sub-grantee provides law enforcement agency services to its respective
community and is eligible to participate in OVI activities; and

WHEREAS, the Lead Agency desires to engage the Sub-grantee to provide targeted
enforcement activity in completion of the aforementioned grant; now, therefore;

The parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRAANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved
problem sites as determined by the Task Force “problem ID process.” Targeted
enforcement will be conducted in support of the Montgomery County OVI Task
Force goals, which are to decrease the incidence of OVI violations and crash fatalities
and increase seat belt usage while using the low manpower OVI checkpoint model to
conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County.
Also, there will be zero tolerance enforcement with respect to violations of safety belt
and child safety seat laws during enforcement efforts in targeted communities. In
addition:

a. Law Enforcement Reports: Sub-grantee will report enforcement activity on
OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly
basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the
following month to Lead Agency. Justification for sites selected for enforcement
activity should be documented and maintained as a part of Sub-grantee’s file for
this agreement.
b. **Training Certification:** Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

c. **Diversity/Inclusion Training:** Sub-grantee will assure that all personnel that participate in enforcement-related activity complete any sub-recipient agency required diversity/inclusion training.

d. **Enforcement Hours Eligibility:** Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

e. **Safety Belt Policy:** Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio’s occupant restraint laws.

f. **Required Activity:** All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the “Drive Sober or Get Pulled Over” mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: December 17, 2021 through January 1, 2022 and August 19, 2022, through September 5, 2022.

g. Lead Agency will fund overtime enforcement during the “Click It or Ticket” (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 23, 2022 through June 5, 2022.

II. **COMPENSATION AND PAYMENT**

Funding for this Agreement is contingent on receipt of funds from the State of Ohio, Department of Public Safety for the OVI grant number OVI-2022-Dayton Police Department-00006 received by the Lead Agency.

Compensation shall be on the basis of direct costs based on actual activity completed in an amount not to exceed Twelve Thousand Dollars and No Cents ($12,000.00).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. Sub-grantee shall complete and submit a GR-12 detailing name and rank of
officer working the overtime activity, dates and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Sub-grantee must provide documentation that the officer has been paid. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

Proof of payment documentation must include the officer’s name, regular hourly rate of pay, overtime rate of pay, overtime hours for the pay period covering the requested reimbursement, the check or pay stub number, and detail for each fringe benefit being claimed for reimbursement under the grant. Failure to provide appropriate payment documentation may result in a demand for repayment of any previously reimbursed funds and the cancellation of this Agreement.

III. DELIVERY OF SERVICES

Sub-grantee will begin work after execution of this document and complete all work no later than September 30, 2022.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the ODPS. This Agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of at least three (3) years after the completion of this agreement.

Sub-grantee shall obtain and retain in force workers’ compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES AND INCORPORATION OF PARENT CONTRACT

The provisions of this Agreement include all of the terms, conditions and assurances of the parent agreement for OVI Task Force Grant OVI-2022-Dayton Police
Department-00006, dated October 1, 2021 between ODPS and Lead Agency and the additional Sub-grantee provisions. This Agreement shall be predicated upon the receipt of the parent agreement from ODPS and the approval of the Dayton City Manager and the Dayton City Commission, if required. The “Terms and Conditions for All Grants” from ODPS is incorporated into this document and attached as “Exhibit A.”

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days from the date of the transmitted letter to resolve such deficiencies, unless otherwise stated by Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by Lead Agency when entering into an agreement (contract) where funds are administered by the OCJS-TS with a total of Five Thousand Dollars ($5,000) or more. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that Lead Agency is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer
Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with Lead Agency, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, Lead Agency shall reimburse Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by Sub-grantee shall become the property of Lead Agency.

PROVISION 2 Reporting Requirements
Performance reports will be required to be submitted by Sub-grantee as frequently as required by Lead Agency. Performance reports shall include brief information on (1)
a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Intellectual Property
Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4 Audit Practices
The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, ODPS, OCJS-1S or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)
The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying
None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. “grassroots”) lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations
The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).
PROVISION 8  Energy Policy
The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

PROVISION 9  Assurances Regarding the Parent Agreement
The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the ODPS and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10  Negligence Disclaimer
The Sub-grantee and contractor shall save the OCJS-TS, ODPS, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11  Liability Disclaimer
The parties agree that the ODPS, OCJS-TS is not the employer of any personnel involved in said contract. The Sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12  Disclosure Disclaimer
Sub-grantee shall include language on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:

    National Highway Traffic Safety Administration
    Federal Highway Administration
    Ohio Department of Public Safety
    Office of Criminal Justice Services – Traffic Safety"

The remainder of this page left blank.
Studies, evaluations, etc., shall also include the following disclaimer: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety.”

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly Authorized Representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

By: __________________________
   City Manager

CITY OF TROTWOOD, OHIO

By: __________________________
   City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

E-SIGNED by John Musto
on 2021-09-27 16:00:25 GMT

City Attorney

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

________________________, 2021

Min./Bk._________ Pg._________

Clerk of the Commission
OVI Task Force Proposal 2022
OVI-2022-Dayton Police Dept.-00006
Dayton Police Dept.

GRANT INFORMATION

Grant Number: OVI-2022-Dayton Police Dept.-00006
Grant Title: OVI Task Force Proposal 2022
Grant Term: 10/01/2021 - 09/30/2022

ORGANIZATION CONTACTS

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

Project Director
Name: Michelle Moser
Title: OVI Coordinator
Phone: (937) 604-9339
Email: moser.michele16@gmail.com

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

GRANT SERVICE AREA INFORMATION

Area Type: Urban
County or Counties served: Montgomery

Senate Legislative District(s) served
- District 5
- District 6

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

US Congressional District(s) served: District 10

05/20/2021
OVI Task Force Proposal 2022
OVI-2022-Dayton Police Dept-00006
Dayton Police Dept.

FRRS FUNDING INFORMATION

No
In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

TERMS AND CONDITIONS

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

PROBLEM IDENTIFICATION

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

PROPOSAL GUIDELINE PRESENTATION

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

COUNTERMEASURES THAT WORK

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

DIVERSITY / INCLUSION TRAINING

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

SUB-RECIPIENT STAFF ACCESS

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

AUTHORIZATION

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

05/20/2021
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<thead>
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<th>Agency Name</th>
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<td>Clayton</td>
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<td>Five Rivers Metro Parks</td>
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<td>Huber Heights</td>
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<td>Kettering</td>
<td>20.9500</td>
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<td>Miamisburg</td>
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<td>20.9500</td>
</tr>
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<td>Perry Township</td>
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<tr>
<td>Riverside</td>
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</tr>
<tr>
<td>Trotwood</td>
<td>20.9500</td>
</tr>
<tr>
<td>West Carrollton</td>
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</tr>
<tr>
<td>Vandalia</td>
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</table>
### GOAL TITLE
Alcohol-Related Fatal Crash Goal

### GOAL DESCRIPTION
Reduce the number of alcohol-related fatal crashes to no more than 12

### BASELINE
Last year, there were 22 alcohol-related fatal crashes.

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

### EVALUATION
Conduct monthly reviews comparing stats from the previous year.
**GOAL TITLE**
Checkpoint Goal

**GOAL DESCRIPTION**
Conduct 16 checkpoints (see the grant solicitation package for the minimum required number of checkpoints - number of checkpoints in goal must equal number of checkpoints submitted in the work plan.)

**BASELINE**
Last year, 16 checkpoints were conducted.

**SCOPE**
Through problem identification of traffic crash data, conduct checkpoints locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes.

**EVALUATION**
Number of checkpoints conducted.
<table>
<thead>
<tr>
<th>Month</th>
<th>Media Events</th>
<th>Press Releases</th>
<th>Task Force Meeting</th>
<th>Saturation Patrol Hours</th>
<th># of Low Manpower Checkpoints</th>
<th>Low Manpower Hours</th>
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<tbody>
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<td>1</td>
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<tr>
<td>Month</td>
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<td>Press Releases</td>
<td>Task Force Meeting</td>
<td>Saturation Patrol Hours</td>
<td># of Low Manpower Checkpoints</td>
<td>Low Manpower Hours</td>
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<tr>
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<td>-------------------------------</td>
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<td>3</td>
<td>Yes</td>
<td>170</td>
<td>1</td>
<td>58</td>
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</table>
### AUGUST

| Media Events | 1 |
| Press Releases | 4 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 190 |
| # of Low Manpower Checkpoints | 2 |
| Low Manpower Hours | 100 |

### SEPTEMBER

| Media Events | 0 |
| Press Releases | 3 |
| Task Force Meeting | Yes |
| Saturation Patrol Hours | 155 |
| # of Low Manpower Checkpoints | 0 |
| Low Manpower Hours | 0 |

| Number of Checkpoints | 16 |
| Number of Checkpoint Hours | 868 |
| Number of Saturation Patrol Hours | 2249 |
| Number of Media Events | 6 |

### REGIONAL MEETINGS

[ ] By checking this box, our agency agrees to attend all scheduled regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.
<table>
<thead>
<tr>
<th>Lead Agency Labor</th>
<th>Number of Hours</th>
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<th>Total</th>
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<th>Medicare</th>
<th>Total Fringe Rate</th>
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<tbody>
<tr>
<td>Retirement</td>
<td>19,500#</td>
<td>$20.95%</td>
<td>$127,985.44</td>
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<tr>
<td></td>
<td>18,900#</td>
<td>$20.43%</td>
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<th>Participating Agency (Contractual) Fringe Benefits</th>
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<th>Total Fringe Rate</th>
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<td>Retirement</td>
<td>19,500#</td>
<td>$20.95%</td>
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<td>Retirement</td>
<td>18,900#</td>
<td>$20.43%</td>
<td>$119,766.35</td>
</tr>
</tbody>
</table>

05/20/2021
## Lead Agency Education

| Amount Requested | $1,859.49 |

## Participating Agency Education

| Amount Requested | $2,902.55 |

## Lead Agency Transportation Costs

| Amount Requested | $3,099.15 |

## Participating Agency Transportation Costs

| Amount Requested | $4,837.58 |

<table>
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<tr>
<th><strong>Budget Category</strong></th>
<th><strong>Short Description of Budget Item</strong></th>
<th><strong>Quantity</strong></th>
<th><strong>Amount</strong></th>
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<tr>
<td>Travel Expense</td>
<td>Travel to approved safety conference</td>
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<td>Supplies/Materials/Other Direct Costs</td>
<td>Supplies and materials to help with OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
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<td>Equipment</td>
<td>Purchase of equipment to aid in OVI saturation patrol and OVI checkpoints</td>
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<td><strong>Total</strong></td>
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05/20/2021
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<td>Travel Expenses</td>
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<tr>
<td>Totals:</td>
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</table>
September 1, 2021

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: OVI Coordinator Michelle Moser

Re: FFY 2022 Grant # OVI-2022-Dayton Police Dept-00008

Dear Ms. Dickstein:

The Federal Fiscal Year (FFY) 2022 grant proposal referenced above is approved for $224,999.19. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is October 1, 2021. The "Agreement Termination Date" is September 30, 2022. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3170 or kwilliams@dps.ohio.gov.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2021.

<p>| Catalog of Federal Domestic Assistance (CFDA) |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>20.618</td>
<td>National Priority Safety Programs</td>
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Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2022. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Felice Moretti
Felice Moretti, Director
Ohio Traffic Safety Office
Special Conditions

In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Ohio Traffic Safety Office (OTSO) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of events/activities in the FFY2022 grant year. If the sub-recipient is unable to complete the approved work plans (e.g., events, enforcement hours, meetings, etc.) in any manner on this grant, the sub-recipient must contact the assigned planner immediately and discuss potential revision(s) to the FFY2022 grant. All Federal and State regulations will apply.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety, Office of Traffic Safety, administers the Operating a Vehicle While Impaired Task Force ("OVI") Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, The City of Dayton (City) submitted a federal fiscal year (FFY) 2022 grant application entitled "OVI Task Force" to implement area checkpoints and saturation patrols with approximately fifteen (15) jurisdictions and the Dayton Police Department; and

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

WHEREAS, The Ohio Department of Public Safety has awarded the City Grant Number OVI-2022-Dayton Police Dept.-00005 for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to the City accepting all terms and conditions; and

WHEREAS, It is necessary to meet the grant terms for implementation to begin at the earliest possible date to conduct the required minimum enforcement efforts that will preserve public peace, property, health and safety that this resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the FFY 2022 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20.616 National Priority Safety Programs known as the Montgomery County OVI Task Force grant in an amount not to exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.
Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION.....OCTOBER 6......, 2021

SIGNED BY THE MAYOR..............OCTOBER 6......, 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to Form:

City Attorney
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
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<tr>
<th></th>
<th>New Contract</th>
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Required Documentation
- Initial City Manager's Report
- Initial Certificate of Funds
- Initial Agreement/Contract
- Copy of City Manager's Report
- Copy of Original Certificate of Funds

<table>
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<th>Amount: 13,000.00</th>
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<td>Fund Code: 28303 - 6210 - 1271 - 71 -</td>
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Attach additional pages for more FOAPALs

Vendor Name: City of Vandalia 937-898-5891
Vendor Address: 333 James E. Bohanan Vandalia OH 45377
Street City State Zipcode + 4
Federal ID: 31-6005905
Commodity Code: 91899
Purpose: For participation in Ohio Department of Public Safety Operating a Vehicle While Impaired (OVI) grant
No. OVI-2022-Dayton Police Dept.-00006. The grant was accepted in Resolution 6613-21 on October 6, 2021.

Contact Person: Meredith Weber ext. 1099 Police/Director's Office 11/3/2021
Department/Division Date
Originating Department Director’s Signature: E-SIGNED by Eric Henderson on 2021-11-05 00:36:22 GMT

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] Date: 11/9/21
CF Prepared by: [Signature] Date: 11/9/21 CF/CT Number: C721-3120

Finance Department
October 18, 2011
OPERATING A VEHICLE WHILE IMPAIRED
COUNTYWIDE TASK FORCE
AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of ________________, 2021
by and between the City of Dayton, Ohio (hereinafter referred to as the “Lead Agency”) and City
of Vandalia, Ohio (hereinafter referred to as the “Sub-grantee”):

WITNESSETH:

WHEREAS, The State of Ohio, Department of Public Safety (“ODPS”) administers the
Operating a Vehicle While Impaired Task Force (“OVI”) Grant Program in an effort to increase
alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and
reduce fatal and injury accidents; and

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force
grant from ODPS, Grant Number OVI-2022-Dayton Police Dept.-00006, for Two Hundred
Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19)
subject to all grant terms and conditions; and

WHEREAS, the Sub-grantee provides law enforcement agency services to its respective
community and is eligible to participate in OVI activities; and

WHEREAS, the Lead Agency desires to engage the Sub-grantee to provide targeted
enforcement activity in completion of the aforementioned grant; now, therefore;

The parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved
problem sites as determined by the Task Force “problem ID process.” Targeted
enforcement will be conducted in support of the Montgomery County OVI Task
Force goals, which are to decrease the incidence of OVI violations and crash fatalities
and increase seat belt usage while using the low manpower OVI checkpoint model to
conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County.
Also, there will be zero tolerance enforcement with respect to violations of safety belt
and child safety seat laws during enforcement efforts in targeted communities. In
addition:

a. Law Enforcement Reports: Sub-grantee will report enforcement activity on
OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly
basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the
following month to Lead Agency. Justification for sites selected for enforcement
activity should be documented and maintained as a part of Sub-grantee’s file for
this agreement.
b. **Training Certification:** Sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

c. **Diversity/Inclusion Training:** Sub-grantee will assure that all personnel that participate in enforcement-related activity complete any sub-recipient agency required diversity/inclusion training.

d. **Enforcement Hours Eligibility:** Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.

e. **Safety Belt Policy:** Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.

f. **Required Activity:** All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the “Drive Sober or Get Pulled Over” mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: December 17, 2021 through January 1, 2022 and August 19, 2022, through September 5, 2022.

g. **Lead Agency** will fund overtime enforcement during the “Click It or Ticket” (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 23, 2022 through June 5, 2022.

II. **COMPENSATION AND PAYMENT**

Funding for this Agreement is contingent on receipt of funds from the State of Ohio, Department of Public Safety for the OVI grant number OVI-2022-Dayton Police Department-00006 received by the Lead Agency.

Compensation shall be on the basis of direct costs based on actual activity completed in an amount not to exceed Thirteen Thousand Dollars and No Cents ($13,000.00).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. Sub-grantee shall complete and submit a GR-12 detailing name and rank of
officer working the overtime activity, dates and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Sub-grantee must provide documentation that the officer has been paid. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

Proof of payment documentation must include the officer’s name, regular hourly rate of pay, overtime rate of pay, overtime hours for the pay period covering the requested reimbursement, the check or pay stub number, and detail for each fringe benefit being claimed for reimbursement under the grant. Failure to provide appropriate payment documentation may result in a demand for repayment of any previously reimbursed funds and the cancellation of this Agreement.

III. DELIVERY OF SERVICES

Sub-grantee will begin work after execution of this document and complete all work no later than September 30, 2022.

IV. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for Sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three (3) years, pursuant to the requirements of the ODPS. This Agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of at least three (3) years after the completion of this agreement.

Sub-grantee shall obtain and retain in force workers’ compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

VI. ASSURANCES AND INCORPORATION OF PARENT CONTRACT

The provisions of this Agreement include all of the terms, conditions and assurances of the parent agreement for OVI Task Force Grant OVI-2022-Dayton Police
Department-00006, dated October 1, 2021 between ODPS and Lead Agency and the additional Sub-grantee provisions. This Agreement shall be predicated upon the receipt of the parent agreement from ODPS and the approval of the Dayton City Manager and the Dayton City Commission, if required. The "Terms and Conditions for All Grants" from ODPS is incorporated into this document and attached as "Exhibit A."

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, Lead Agency shall notify Sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days from the date of the transmitted letter to resolve such deficiencies, unless otherwise stated by Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by Lead Agency when entering into an agreement (contract) where funds are administered by the OCJS-TS with a total of Five Thousand Dollars ($5,000) or more. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that Lead Agency is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer
Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for the Sub-grantee to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with Lead Agency, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advanced notice of its election to do so. If the contract is canceled under this provision, Lead Agency shall reimburse Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by Sub-grantee shall become the property of Lead Agency.

PROVISION 2 Reporting Requirements
Performance reports will be required to be submitted by Sub-grantee as frequently as required by Lead Agency. Performance reports shall include brief information on (1)
a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output, (2) the reasons for slippage if established objectives were not met, and (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3  Intellectual Property
Neither the Sub-grantee nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency written authorization for the Sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said intellectual property without payment.

PROVISION 4  Audit Practices
The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, ODPS, OCJS-TS or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, or transcriptions.

PROVISION 5  Equal Employment Opportunity (E.E.O.)
The Sub-grantee and Lead Agency must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6  Certification Regarding Lobbying
None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. “grassroots”) lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7  Labor Relations
The Sub-grantee and Lead Agency must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).
PROVISION 8  Energy Policy
The Sub-grantee must apply mandatory standards and policies relating to energy
efficiency which are contained in the state energy conservation plan issued in

PROVISION 9  Assurances Regarding the Parent Agreement
The provisions of this agreement include all of the terms and conditions and
assurances of the parent agreement between the ODPS and the Sub-grantee and are
attached hereto as an Appendix.

PROVISION 10  Negligence Disclaimer
The Sub-grantee and contractor shall save the OCJS-TS, ODPS, and the Federal
Government (e.g., National Highway Traffic Safety Administration, Federal Highway
Administration) from harm from suits, actions, or claims resulting from negligence,
acts or omissions by the Sub-grantee and/or contractor or their employees.

PROVISION 11  Liability Disclaimer
The parties agree that the ODPS, OCJS-TS is not the employer of any personnel
involved in said contract. The Sub-grantee agrees to pay any wages and related tax
obligations resulting from employment of personnel in order to perform the terms of
this contract.

PROVISION 12  Disclosure Disclaimer
Sub-grantee shall include language on the cover or first page of any report that reads
substantially as follows:

"Funding provided in part or solely by the:

National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Office of Criminal Justice Services – Traffic Safety"

The remainder of this page left blank.
Studies, evaluations, etc., shall also include the following disclaimer: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety.”

IN WITNESS WHEREOF, the Lead Agency and Sub-grantee, each by a duly Authorized Representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

By: ____________________________
   City Manager

APPROVED AS TO FORM AND CORRECTNESS:

E-SIGNED by John Musto
on 2021-09-27 16:00:16 GMT

City Attorney

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

______________________________, 2021

Min./Bk. ____________ Pg. ______

Clerk of the Commission
OVI Task Force Proposal 2022
OVI-2022-Dayton Police Dept.-00006
Dayton Police Dept.

**GRANT INFORMATION**

Grant Number: OVI-2022-Dayton Police Dept.-00006
Grant Title: OVI Task Force Proposal 2022
Grant Term: 10/01/2021 - 09/30/2022

**ORGANIZATION CONTACTS**

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

**Project Director**
Name: Michelle Moser
Title: OVI Coordinator
Phone: (937) 604-9339
Email: moser.michelle16@gmail.com

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

**GRANT SERVICE AREA INFORMATION**

Area Type: Urban
County or Counties served: Montgomery

Senate Legislative District(s) served:
- District 5
- District 6

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

US Congressional District(s) served: District 10

05/20/2021
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<th><strong>FSRS FUNDING INFORMATION</strong></th>
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<td>In your business or organization’s preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?</td>
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<th><strong>TERMS AND CONDITIONS</strong></th>
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<td>By checking this box, our agency acknowledges that it has reviewed and agrees to abide by the Terms and Conditions.</td>
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<tr>
<th><strong>PROBLEM IDENTIFICATION</strong></th>
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<td>By checking this box, our agency acknowledges that it has accessed and reviewed the ODSO Statistics Portal to help with problem identification. This information must be used in preparing this grant proposal and in the workplan activities to achieve the goals of the proposal.</td>
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<td>By checking this box, our agency acknowledges that it has accessed and reviewed the Proposal Guideline Presentation prior to applying for this grant.</td>
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<th><strong>COUNTERMEASURES THAT WORK</strong></th>
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<tr>
<td>By checking this box, our agency acknowledges that it has accessed and reviewed the Countermeasures That Work. All activities proposed must address problem ID as shown in the county profile and be data driven and evidence-based. This guide must be used in preparing this grant proposal and in the work plan activities to achieve the goals of the proposal.</td>
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<th><strong>DIVERSITY / INCLUSION TRAINING</strong></th>
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<td>By checking this box, our agency verifies that all personnel that will work on this grant have completed any sub-recipient agency required diversity/inclusion training.</td>
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<tr>
<td>By checking this box, our agency verifies that all sub-recipient agency staff that will need access to this grant (grant, revisions, pre-claim, expenditure reports, annual reports) have been set up with GRANTS Plus accounts and added to the proposal. See Instructions.</td>
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<td>Kettering</td>
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<td>Miamisburg</td>
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## Goal Title
Checkpoint Goal

## Goal Description
Conduct 16 checkpoints (see the grant solicitation package for the minimum required number of checkpoints - number of checkpoints in goal must equal number of checkpoints submitted in the work plan.)

## Baseline
Last year, 16 checkpoints were conducted.

## Scope
Through problem identification of traffic crash data, conduct checkpoints locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes.

## Evaluation
Number of checkpoints conducted.
### OCTOBER

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**March**

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**May**

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**June**

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<td>Task Force Meeting</td>
<td>Yes</td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>160</td>
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<tr>
<td># of Low Manpower Checkpoints</td>
<td>2</td>
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<tr>
<td>Low Manpower Hours</td>
<td>102</td>
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**July**

<table>
<thead>
<tr>
<th>Event</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Media Events</td>
<td>1</td>
</tr>
<tr>
<td>Press Releases</td>
<td>3</td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>170</td>
</tr>
<tr>
<td># of Low Manpower Checkpoints</td>
<td>1</td>
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<tr>
<td>Low Manpower Hours</td>
<td>58</td>
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</table>
### AUGUST

<table>
<thead>
<tr>
<th>Event</th>
<th>Hours</th>
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<tr>
<td>Press Releases</td>
<td>4</td>
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<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
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<tr>
<td>Saturation Patrol Hours</td>
<td>190</td>
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<td># of Low Manpower Checkpoints</td>
<td>2</td>
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<td>100</td>
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### SEPTEMBER

<table>
<thead>
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<td>Press Releases</td>
<td>3</td>
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<td>Saturation Patrol Hours</td>
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<td># of Low Manpower Checkpoints</td>
<td>0</td>
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### Number of Checkpoints

<table>
<thead>
<tr>
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<th>Value</th>
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<td>Number of Checkpoints</td>
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<tr>
<td>Number of Checkpoint Hours</td>
<td>868</td>
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<td>Number of Saturation Patrol Hours</td>
<td>2249</td>
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<tr>
<td>Number of Media Events</td>
<td>6</td>
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</table>

### REGIONAL MEETINGS

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

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>1164</td>
<td>$53.2500</td>
<td>$61,983.00</td>
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## Participating Agencies (Contractual)

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>1953</td>
<td>$49.5400</td>
<td>$96,751.62</td>
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## Lead Agency Coordination Hours

<table>
<thead>
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<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>$0</td>
<td>$0</td>
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## Contractual Coordination Hours

<table>
<thead>
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<tbody>
<tr>
<td>520</td>
<td>$30.0000</td>
<td>$15,600.00</td>
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## Lead Agency Fringe

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<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
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<td>19.5000%</td>
<td>1.45%</td>
<td>20.95%</td>
<td>$12,985.44</td>
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## Participating Agency (Contractual) Fringe

<table>
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<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
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<tbody>
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<td>18.9800%</td>
<td>1.45%</td>
<td>20.43%</td>
<td>$19,766.38</td>
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</table>
## Lead Agency Education

| Amount Requested | $1,859.49 |

## Participating Agency Education

| Amount Requested | $2,902.55 |

## Lead Agency Transportation Costs

| Amount Requested | $3,099.15 |

## Participating Agency Transportation Costs

| Amount Requested | $4,837.58 |

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Short Description of Budget Item</th>
<th>Quantity</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Travel Expense</td>
<td>Travel to approved safety conference</td>
<td>2</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Supplies/Materials/Others Direct Costs</td>
<td>Supplies and materials to help with OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
<td>$1,514.00</td>
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<td>Equipment</td>
<td>Purchase of equipment to aid in OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
<td>$1,800.00</td>
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Total: 10  $3,214.00
### Budget Category

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<td>Contractual Labor</td>
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<tr>
<td>Lead Agency Coordination</td>
<td>$0</td>
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<tr>
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<td>Contractual Education</td>
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<tr>
<td>Lead Agency Transportation Costs</td>
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<td>Additional Contractual</td>
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<td>Equipment</td>
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<td>Travel Expenses</td>
<td>$1,900.00</td>
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<tr>
<td>Totals:</td>
<td>$224,999.19</td>
</tr>
</tbody>
</table>
September 1, 2021

Shelley Dickstein  
Dayton Police Dept.  
335 W. Third Street  
Dayton, Ohio 45402

Attention: OVI Coordinator Michelle Moser  
Re: FFY 2022 Grant # OVI-2022-Dayton Police Dept.-00006

Dear Ms. Dickstein:

The Federal Fiscal Year (FFY) 2022 grant proposal referenced above is approved for $224,999.19. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is October 1, 2021. The "Agreement Termination Date" is September 30, 2022. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3170 or kdwilliams@dps.ohio.gov.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2021.

<table>
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<tr>
<th>Catalog of Federal Domestic Assistance (CFDA)</th>
<th>Description</th>
<th>Amount</th>
<th>FAIN Number</th>
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<td>National Priority Safety Programs</td>
<td>$224,999.19</td>
<td>69A37521300000405DOHL</td>
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</table>

Funding of this agreement is dependant upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2022. Should any change in federal funding adversely affect the Ohio Traffic Safety Office’s (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Felice Moretti  
Felice Moretti, Director  
Ohio Traffic Safety Office
Special Conditions

In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Ohio Traffic Safety Office (OTSQ) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of events/activities in the FFY2022 grant year. If the sub-recipient is unable to complete the approved work plans (e.g., events, enforcement hours, meetings, etc.) in any manner on this grant, the sub-recipient must contact the assigned planner immediately and discuss potential revision(s) to the FFY2022 grant. All Federal and State regulations will apply.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety, Office of Traffic Safety, administers the Operating a Vehicle While Impaired Task Force (“OVI”) Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, The City of Dayton (City) submitted a federal fiscal year (FFY) 2022 grant application entitled “OVI Task Force” to implement area checkpoints and saturation patrols with approximately fifteen (15) jurisdictions and the Dayton Police Department; and

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

WHEREAS, The Ohio Department of Public Safety has awarded the City Grant Number OVI-2022-Dayton Police Dept.-00006 for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to the City accepting all terms and conditions; and

WHEREAS, It is necessary to meet the grant terms for implementation to begin at the earliest possible date to conduct the required minimum enforcement efforts that will preserve public peace, property, health and safety that this resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the FFY 2022 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20.616 National Priority Safety Programs known as the Montgomery County OVI Task Force grant in an amount not to exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.
Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION.....OCTOBER 6......., 2021

SIGNED BY THE MAYOR..............OCTOBER 6......., 2021

Mayor of the City of Dayton, Ohio

Attest:

[Signature]

Clerk of Commission

Approved as to Form:

[Signature]

City Attorney
City Manager's Report

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

Supplier, Vendor, Company, Individual

Name Charles F. Jergens Construction Inc.

Address 1280 Brandt Pike
Dayton, OH 45404

Date November 17, 2021

Expense Type Contract Modification
Total Amount $100,000.00 thru 12/31/2022

<table>
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<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>Federal Funds - Community</td>
<td>26016-2320-1174-32</td>
<td>$ 100,000.00</td>
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<tr>
<td>Development Block Grant (CDBG)</td>
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Includes Revenue to the City ☑ Yes ☐ No

Affirmative Action Program ☑ Yes ☐ No ☐ N/A

Description

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION II – 2019 REBID
(10% HUD SECTION 3 PARTICIPATION GOAL) (CDBG FEDERAL FUNDS)
(10% HUD SECTION 3 PARTICIPATION ACHIEVED)
CHANGE ORDER NUMBER I

The Department of Planning, Neighborhoods and Development proposes Change Order No. 1 for $100,000.00 to the existing contract with Charles F. Jergens Construction Inc., for the Nuisance Abatement Program Residential Demolition II – 2019 Rebid project. This Change Order allows sufficient and necessary funding to ensure that residential demolition activity efforts continue within the City without interruption through 2022.

The initial contract amount was $314,150.00. Change Order No. 1, which totals $100,000.00, will increase the contract amount with Charles F. Jergens Construction Inc. for the Nuisance Abatement Program Residential Demolition II – 2019 Rebid project to $414,150.00.

This Change Order shall commence upon execution and shall terminate on December 31, 2022.

This Change Order has been approved by the Department of Law as to form and correctness.

This Change Order is funded using CDBG Federal Funds — Residential Demolition Program Fund.

A Certificate of Funds and the Change Order are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Clerk

Date

Updated 10/2019
"CMR-CT19-2352-CO No. l v3" History

⚠️ Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-11-11 - 5:55:42 PM GMT

✉️ Document emailed to Todd Kinskey (todd.kinskey@daytonohio.gov) for signature
2021-11-11 - 5:55:56 PM GMT

📢 Email viewed by Todd Kinskey (todd.kinskey@daytonohio.gov)
2021-11-11 - 6:08:02 PM GMT

✔️ Document e-signed by Todd Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2021-11-11 - 6:08:10 PM GMT - Time Source: server

✔️ Agreement completed.
2021-11-11 - 6:08:10 PM GMT
**CERTIFICATE OF FUNDS**

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

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<th>Upon Execution</th>
<th>Expiration Date</th>
<th>12/31/22</th>
<th>Original Commission Approval</th>
<th>$314,150.00</th>
<th>Initial City Manager's Report</th>
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<td>Initial Encumbrance</td>
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<tr>
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<td>Initial Agreement/Contract</td>
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</table>

| Original CT/CF       | CT19-2352      | X               | Copy of City Manager's Report |
| Increase Encumbrance | $100,000.00    | X               | Copy of Original Certificate of Funds |
| Decrease Encumbrance | $              |                 |                                  |

<table>
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<th>Seq #1</th>
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<td>XXXX</td>
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</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALs**

**Vendor Name:** Charles F. Jergens Construction Inc.

**Vendor Address:** 1280 Brandt Pike Dayton OH 45404 Street City State Zipcode + 4

**Federal ID:** 31-0988185

**Commodity Code:** 96832

**Purpose:** To ensure sufficient and necessary funding for the Nuisance Abatement Program Residential Demolition II - 2019 Rebid without interruption through 2022.

**Contact Person:** Hilary Browning - ext. 3754 Planning, Neighborhoods & Development/Housing and Inspections 11/2/2021 Department/Division Date

**Originating Department Director's Signature:**

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

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

**Finance Director Signature:**

**CF Prepared by:**

**CF/CT Number:** CT19-2352

**Date:** 11/8/2021
"CF for CT19-2352 - CO No. I" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-11-08 - 6:30:14 PM GMT

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2021-11-08 - 6:30:40 PM GMT

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2021-11-08 - 6:31:52 PM GMT

Document e-signed by Steven Gondol (steven.gondol@daytonohio.gov)
Signature Date: 2021-11-08 - 6:40:25 PM GMT - Time Source: server

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2021-11-08 - 6:40:25 PM GMT
"CF for CT19-2352 - CO No. I" History

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2021-11-04 - 5:48:27 PM GMT

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2021-11-04 - 8:09:07 PM GMT

Document e-signed by Steven Gondol (steven.gondol@daytonohio.gov)
Signature Date: 2021-11-04 - 8:09:57 PM GMT - Time Source: server

Agreement completed.
2021-11-04 - 8:09:57 PM GMT
Change Order Number One

This Change Order Number One, entered into this _____ day of ____________, 2021, is between the CITY OF DAYTON, OHIO ("City") and CHARLES F. JERGENS CONSTRUCTION, INC. ("Contractor").

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into a contract for the Nuisance Abatement Program Residential II Rebid-2019 (10% HUD-3 Participation Goal) ("Project"), CT19-2352 dated October 9, 2019 ("Contract"), The Contractor will supply all materials, tools and personnel for the demolition and disposal of approximately 38 residential buildings or equivalent volume, which includes apartment buildings three stories or less, and all associated building material and incidentals thereto. The contract work includes all demolition activities, excavation, back-fill, site grading, landscaping and seeding. There is no list of structures designated for demolition under this bid; and

WHEREAS, the City and Contractor agree that extra work, or altered work, must be performed to complete the Project; and

WHEREAS, the City and Contractor agree that the extra work or altered work or both require the Contract to be modified; and

WHEREAS, the City and Contractor agree upon the amount to be paid for the extra work or altered work, or both, to be performed; and

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

Section 1. Under this Change Order Number One, the City will increase the Contract by ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00) to be paid pursuant to the rules, regulations, and guidelines of the Contract.

Section 2. This Change Order Number One will increase the term of the contract until and including December 31, 2022, and ensure that sufficient funding is available to continue the City’s Nuisance Abatement Demolition efforts without interruption until termination.

Section 3. The terms and compensation provided by this Change Order Number One constitute full compensation and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change in the work, including, but not limited to, any delays, inefficiencies, disruption or suspension, extended overhead, profit, interest, acceleration, and cumulative impact of this and any previously issued change orders.

Section 4. Except as modified by this Change Order Number One, the Contract remains unchanged and in full force and effect.
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Change Order Number One as of the date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

CHARLES F. JERGENS CONSTRUCTION, INC.

By Phillip Jergens (Oct 28, 2021 14:46 EDT)

Title President

APPROVED AS TO FORM AND CORRECTNESS:

10/25/2021

X John Musto for

City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON OHIO:

__________________________ ,20

Min. Bk. _____ Pg. ___

Clerk of the Commission
"Change Order Number I-CT19-2352" History

Document created by Ariane Cook (ariane.cook@daytonohio.gov)
2021-10-28 - 2:47:11 PM GMT - IP address: 198.30.33.2

Document emailed to Phillip Jergens (philjergens@gmail.com) for signature
2021-10-28 - 2:47:46 PM GMT

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2021-10-28 - 6:45:13 PM GMT - IP address: 174.207.193.42

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Signature Date: 2021-10-28 - 6:46:38 PM GMT - Time Source: server - IP address: 174.207.193.42

Agreement completed.
2021-10-28 - 6:46:38 PM GMT
City Manager’s Report

From 2320 - Planning & CD/Housing Inspection

Supplier, Vendor, Company, Individual
Name Charles Jergens Construction
Address 1280 Brandt Pike
           Dayton, Ohio 45404

Date October 9, 2019
Expense Type Award of Contract
Total Amount $314,150.00 thru 12/31/21

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>Residential Demolition Program</td>
<td>26016-2320-1174-32</td>
<td>$314,150.00</td>
</tr>
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</table>

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

Description
NUISANCE ABATEMENT PROGRAM RESIDENTIAL DEMOLITION II 2019 REBID
(10% HUD SECTION 3 PARTICIPATION GOAL/
10% HUD SECTION 3 PARTICIPATION ACHIEVED)
(CDBG FEDERAL FUNDS)

The Contractor will supply all materials, tools and personnel for the demolition and disposal of approximately 38 residential buildings or equivalent volume, which includes apartment buildings three stories or less, and all associated building material and incidentals thereto. The contract work includes all demolition activities, excavation, back-fill, site grading, landscaping and seeding. There is no list of structures designated for demolition under this bid.

Three bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Charles Jergens Construction, in the amount of $314,150.00. This amount includes the base bid in the amount of $294,150.00 and Alternate 1 – contingency of $20,000.00. The estimate cost for the project is $354,850.00. The time bid for completion is 60 working days.

This project is being funded using Residential Demolition Program Funds.

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

Signatures/Approval

[Signatures and Approvals]

Approved by City Commission

[Signature]

Clerk

[Signature]

Date

Updated 06/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
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<th>NEW CONTRACT</th>
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Attach additional pages for more FOAPALS

Vendor Name: Charles Jergens Construction

Vendor Address: 1280 Brandt Pike Dayton OH 45404

Federal ID: 31-0988185

Commodity Code: 96832

Purpose: Nuisance Abatement Program Residential Demolition II 2019 Rebid

CDBG Federal Fund 10% HUD Section 3 Participation

Contact Person: Ariane Cook

PCD/Housing Conserv. Department/Division 333-3910 Phone Number

Originating Department Director's Signature: [Signature]

Date: 9/27/19

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature: [Signature]

Date: 9/20/19

CF Prepared by [Signature]

Date: [Signature]

Finance Department

October 16, 2011
City Manager’s Report

Date: November 17, 2021

Expense Type: Contract Modification

Total Amount: $12,000.00 thru 12/31/2021

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

Supplier, Vendor, Company, Individual: CPM Enterprises, LLC

Address: 306 S. Paul Laurence Dunbar Street
Dayton, OH 45402

Fund Source(s): General Fund
Fund Code(s): 16022-2320-1174-32
Fund Amount(s): $12,000.00

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

Description:

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL AND COMMERCIAL SECURING I – 2020
(20% MBE PARTICIPATION GOAL/100% MBE PARTICIPATION ACHIEVED)-CHANGE ORDER NUMBER II

The Department of Planning, Neighborhoods, and Development proposes Change Order No. 2 for $12,000.00 to the existing contract with CPM Enterprises, LLC, for the Nuisance Abatement Program Residential and Commercial Securing I – 2020 project. This Change Order allows sufficient and necessary funding to ensure residential and commercial properties within the City are secured for the safety of citizens and the surrounding communities without interruption through the remainder of 2021.

The adjusted contract amount was $190,545.00. Change Order No. 2, which totals $12,000.00, will increase the contract amount with CPM Enterprises, LLC by $12,000.00 for the Nuisance Abatement Program Residential and Commercial Securing I – 2020 project to $202,545.00.

This Change Order shall commence upon execution and it shall terminate on December 31, 2021.

The Department of Law has approved this Change Order as to form and correctness.

This Change Order is funded using General Funds — Demolition Special Projects Funds.

A Certificate of Funds and the Change Order are attached.

Approved by City Commission

Clerk

Date

Updated 10/2019

Division

Department

City Manager

FORM NO. MS-16
"CMR-CT20-2535 CO No. II" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-11-04 - 8:34:10 PM GMT

Document emailed to Steven Gondol (steven.gondol@daytonohio.gov) for signature
2021-11-04 - 8:34:26 PM GMT

Email viewed by Steven Gondol (steven.gondol@daytonohio.gov)
2021-11-04 - 9:02:25 PM GMT

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Signature Date: 2021-11-04 - 9:02:49 PM GMT - Time Source: server

Agreement completed.
2021-11-04 - 9:02:49 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Attach additional pages for more FOAPALs

Vendor Name: CPM Enterprises LLC
Vendor Address: 306 S. Paul Laurence Dunbar Street Dayton OH 45402
Federal ID: 01-0900162
Commodity Code: 96832
Purpose: To ensure sufficient and necessary funding for the Nuisance Abatement Program Residential and Commercial Securing I-2020 without interruption through the remainder of 2021.

Contact Person: Hilary Browning - ext. 3754
Planning, Neighborhoods & Development/Housing and Inspections Department/Division 11/2/2021 Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 
Date: 11/9/2021

CF Prepared by: 
Date: 11/9/2021
CF/CT Number: CT20-2535

Finance Department
October 18, 2011
"CF-CT20-2535 CO No. II" History

 créé par Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-11-04 - 8:36:00 PM GMT

Document envoyé à Steven Gondol (steven.gondol@daytonohio.gov) pour signature
2021-11-04 - 8:36:23 PM GMT

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2021-11-04 - 9:02:22 PM GMT

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Signature Date: 2021-11-04 - 9:03:06 PM GMT - Source: serveur

Accord terminé.
2021-11-04 - 9:03:06 PM GMT
Change Order Number II

This Change Order Number II, entered into this _____ day of ____________, 2021, is between the CITY OF DAYTON, OHIO (“City”) and CPM ENTERPRISES, LLC. (“Contractor”).

WITNESSETH THAT:

WHEREAS, the City of Dayton and CPM Enterprises, LLC, entered into a contract for the Nuisance Abatement Program Residential and Commercial Securing I-2020 (20% MBE Participation Goal/20% MBE Participation Achieved), CT20-2535 dated March 11, 2021, to provide all materials and labor to secure approximately 1,750 vacant residential or commercial structures or equivalent square footage, which includes garage doors, and 40 cisterns as assigned by the Housing and Inspections Division; and

WHEREAS, the City and Contractor agree that the materials used shall be, plywood boards with a minimum thickness of ½” and various types of screws, washers, and rods depending upon structure materials. All materials used in providing the service are to be new and unused; and

WHEREAS, the City and Contractor agree that for securing, re-boarding may be done with materials used from previous City securing requests (i.e., previously painted and stenciled plywood may be reused if it is in good condition and matches current specifications). No Particle, Wafer or OSB Boards are to be used; and

WHEREAS, the City and Contractor agree that the clearing of pathways to secure properties or cisterns may be required. There is no list of structures associated with this bid.

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

Section 1. Under this Change Order Number Two, the City will increase the Contract by TWELVE THOUSAND DOLLARS AND ZERO CENTS ($12,000.00) to be paid pursuant to the rules, regulations, and guidelines of the Contract.

Section 2. This Change Order Number Two will ensure that sufficient funding is available to continue the City’s securing program without interruption until termination of Contract occurs on December 31, 2021.

Section 3. The terms and compensation provided by this Change Order Number Two constitute full compensation and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change in the work, including, but not limited to, any delays, inefficiencies, disruption or suspension, extended overhead, profit, interest, acceleration, and cumulative impact of this and any previously issued change orders.

Section 4. Except as modified by this Change Order Number Two, the Contract remains unchanged and in full force and effect.
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Change Order Number Two as of the date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

10/25/2021

X John Musto for
City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON OHIO:

__________________________ .20

Min. Bk. _____ Pg. ___

__________________________
Clerk of the Commission
"Change Order Number II-CT20-2535 (Boarding) ELH_ (002)" History

Document created by Ariane Cook (ariane.cook@daytonohio.gov)
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City Manager’s Report

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

Supplier, Vendor, Company, Individual

Name CPM Enterprises, LLC

Address 306 S. Paul Laurence Dunbar Street Dayton, OH 45402

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 16022-2320-1174-32 $15,000.00

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

Description

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL AND COMMERCIAL SECURING I – 2020
(20% MBE PARTICIPATION GOAL/100% MBE PARTICIPATION ACHIEVED)

The Department of Planning, Neighborhoods, and Development proposes Change Order No. 1 for $15,000.00 to the existing contract with CPM Enterprises, LLC, for the Nuisance Abatement Program Residential and Commercial Securing I – 2020 project. This Change Order allows sufficient and necessary funding to ensure residential and commercial properties within the City are secured for the safety of citizens and the surrounding communities without interruption through the remainder of 2021.

The original contract amount was $175,545.00. Change Order No. 1, which totals $15,000.00, will increase the contract amount with CPM Enterprises, LLC by $15,000.00 for the Nuisance Abatement Program Residential and Commercial Securing I – 2020 project to $190,545.00.

This Change Order shall commence upon execution and it shall terminate on December 31, 2021.

The Department of Law has approved this Change Order as to form and correctness.

This Change Order is funded using General Funds — Demolition Special Projects Funds.

A Certificate of Funds and the Change Order No. 1 are attached.

Signatures/Approval

Approved by Cty. Commission

Date August 18, 2021

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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| Fund | Org | Acct | Prog | Act | Loc |

Seq #2

| Amount: |
| Fund Code: | XXXXX - XXXX - XXXX - XX - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: CPM Enterprises LLC
Vendor Address: 306 S. Paul Laurence Dunbar Street Dayton OH 45402
Federal ID: 01-0909162
Commodity Code: 96832
Purpose: To ensure sufficient and necessary funding for the Nuisance Abatement Program Residential and Commercial Securing 1-2020 without interruption through the remainder of 2021.

Contact Person: Ariane Cook
Planning, Neighborhoods & Development/Housing & Inspections
Department/Division
Date: 8/5/2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:

CF Prepared:

Date: 8/16/21
CF/CT Number: CT20-2535
City Manager's Report

From: 2320 - Planning & CD/Housing Inspection
Supplier, Vendor, Company, Individual: CPM Enterprises, LLC
Address: 306 S. Paul Laurence Dunbar Street
Dayton, OH 45402

Date: March 11, 2020
Expense Type: Award of Contract
Total Amount: $175,545.00 thru 12/31/2021

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

Description

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL AND COMMERCIAL SECURING I – 2020
(20% MBE PARTICIPATION GOAL/20% MBE PARTICIPATION ACHIEVED)

The Contractor shall provide all materials and labor to secure approximately 1,750 residential or commercial vacant structures or equivalent square footage, which includes garage doors, and 40 cisterns. The materials shall be new, unused plywood boards with a minimum thickness of ½" and various types of screws, washers, and rods depending upon structure materials. Clearing of pathways to secure properties or cisterns may be required. No Particle, Wafer or OSB Boards are to be used. There is no list of structures associated with this bid.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, CPM Enterprises, LLC in the amount of $175,545.00. This amount includes the base bid in the amount of $165,545.00 and Alternate No. 1, Contingency Allowance, in the amount of $10,000.00. The estimated cost for the project was $199,906.00. The time bid for completion is 145 working days.

This project is being funded using Demolition Special Projects funds.

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

Signatures/Approval

Approved by City Commission
Rachel LaVender
Clerk
March 11, 2020
Date

FORM NO. MS-16

Updated 06/2016
**SECTION I - to be completed by User Department**

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| Amount | $175,545.00 |
| Fund Code | 16022 2320 - 1174 - 32 - |

| Amount | |
| Fund Code | |

| Amount | |
| Fund Code | |

**Vendor Name:** CPM Enterprises, LLC  
**Vendor Address:** 306 S. Paul Laurence Dunbar Street, Dayton, OH 45402  
**Federal ID:** 01-0909162  
**Commodity Code:** 96832  
**Purpose:** Nuisance Abatement Program Residential and Commercial Security I - 2020 (20% MBE Participation Goal)

**Contact Person:** Ariane Cook  
**PCD/Hsn.:** Conserv  
**Department/Division:** 333-3910  
**Phone Number:**

**Originating Department Director's Signature:** [Signature]  
**Date:** 2/24/2020

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

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

**Finance Director Signature:** [Signature]  
**Date:** 2/28/2020

**F Prepared by:** [Signature]  
**Date:** 3/3/2020  
**Number:** CT-20-2035

**Finance Department**

October 18, 2011
Consulting Services for Meeting Facilitation and Related Services

The Department of Procurement, Management and Budget requests permission to enter into a professional services agreement with Fahlgren Inc. to provide meeting facilitation and related services. This Agreement shall commence on January 1, 2022 and terminate on December 31, 2023. The agreement has been developed based on an hourly rate quoted by the consultant of up to $250.00. This vendor has been selected based on proven past performance. Fahlgren provided the meeting facilitation services for the City Commission retreats as well as the Community Impact Conversations.

We have found that Fahlgren Inc. has performed at a high caliber and will provide these needed services as the City advances its critical priorities.

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

A Certificate of Funds in the amount of $10,000.00 is attached.

Approved by City Commission

Updated 8/2016
**CERTIFICATE OF FUNDS**

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

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

| Amount: $10,000.00 |
| Fund Code: 10000 Fund, 9980 Org, 1151 Acct, 51 Prog, XXX-XXXX Act, XXXX Loc |

| Amount: |
| Fund Code: XXXXX Fund, XXXX Org, XXXX Acct, XX Prog, XXXX Act, XXXX Loc |

**Attach additional pages for more FOAPALs**

**Vendor Name:** Fahlgren Inc.

**Vendor Address:** 4380 Buckeye Lane Suite 210, Beavercreek, OH 45440

**Federal ID:** 55-0736802

**Commodity Code:** 918-58

**Purpose:** to provide meeting facilitation and related services in 2022, please. Thank you.

| Contact Person: Shonda Bryant |
| DPMB/M&B: 11/3/2021 |
| Originating Department Director's Signature: Diann O. Ryan 11/3/21 |

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

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

**Finance Director Signature:**

**Date:** 11/9/21

**CF Prepared by:**

**Date:** 11/8/21

**CF/CT Number:** CT22-2354
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is for services provided to the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (hereinafter the "City") by Fahlgren Inc., a company organized and existing under and by virtue of the laws of the State of Ohio ("Consultant").

WITNESSETH THAT:

WHEREAS, the City seeks to retain a qualified and experienced firm to provide facilitation, marketing and other related professional services needed by various departments and divisions of the City; and,

WHEREAS, the Consultant represented to the City that it is experienced in providing such services and will maintain a sufficient number of qualified staff to provide such services requested by the City; and,

WHEREAS, The City and Consultant entered into a professional services agreement on October 9, 2019, ending December 31, 2021 ("Initial Agreement"), and now wish to terminate the Initial Agreement and have it superseded by this Agreement so there is no lapse in service; and,

WHEREAS, The parties are entering into this Agreement to set forth the terms and conditions for the professional services to be furnished by the Consultant to the City.

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

SECTION 1. PROFESSIONAL SERVICES

A. Professional Qualifications

The Consultant is qualified and permitted by law to perform the facilitation, marketing and other related professional services specified in this Agreement. The Consultant represents and warrants that all personnel engaged in the performance of the professional services are qualified and permitted to perform the professional services.

B. Services to be Performed

The Consultant shall, in a timely and satisfactory manner, perform the meeting facilitation, marketing and other related professional services requested by the City. All professional services furnished by the Consultant under this Agreement are to be performed on an "on demand" basis. If the City requests the Consultant’s professional service(s) in the manner outlined herein, then expenditure under this Agreement is authorized and the Consultant shall be eligible for reimbursement for the particular service(s).
The City may identify professional service(s) to be performed by the Consultant. If the City identifies professional service(s) to be performed then the City will submit to the Consultant a written “Work Request” identifying the facilitation, marketing, and/or professional service(s) needed by the City and the deadline for its completion. The Consultant shall provide the City with a written “Scope of Services”, within ten (10) business days from the date on the Work Request. The Consultant shall include the following information within the “Scope of Services”: details of the professional service(s) that the Consultant may provide; an estimate of the total number of hours required to provide the professional service(s); and, the Consultant’s hourly rate for performance of the professional service(s). The City, at its sole discretion, may accept the Consultant’s proposed “Scope of Services”. If the City accepts the proposal then the City will confirm its acceptance, by delivering a written “Notice to Proceed” to the Consultant, and authorize the Consultant to begin performance.

C. Standards

The professional service(s) to be performed under this Agreement shall be in compliance with all applicable federal, state, and local laws, regulations or orders, and agency association standards or other standards governing the performance of the professional services to be provided hereunder. The Consultant and its employees, agents and/or contractors performing services under this Agreement 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 like or similar circumstances.

SECTION 2. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2022 (“Effective Date”) and terminate on December 31, 2023 (“Termination Date”), unless earlier terminated by a party or extended by mutual written agreement between the parties. No extension of this Agreement will be effective unless it is reduced to a written renewal agreement, executed by a duly authorized representative of each party, and, if necessary, approved by the Commission of the City of Dayton.

SECTION 3. COMPENSATION

The City shall not exceed a total amount of remuneration of TWENTY THOUSAND DOLLARS AND ZERO CENTS ($20,000.00) in exchange for all services provided, pursuant to this Agreement, by the Consultant.

The Scope of Services, as authorized by a Notice to Proceed, will determine the hourly rate and the actual number of hours the Consultant will expend on performance of the services. The Scope of Service will determine the amount and basis for payment under this Agreement. The Consultant shall not raise its hourly rate, through December 31, 2023, to an amount that exceeds Two Hundred Fifty Dollars ($250.00) per hour. The Consultant will not be reimbursed separately for any costs and expenses (i.e. travel, copying, accommodations) incurred in the performance of the services. The Consultant is permitted to round to the nearest quarter hour when determining hourly time charges.

The Consultant shall submit invoices, not more frequently than monthly or in such frequency set forth in a Notice to Proceed. All invoices shall reference: (i) the applicable Notice to Proceed, (ii)
specify an invoice period and total amount requested, (iii) describe the services provided and (iv) list
number of hours devoted to performance of such services. If the City requests copies of records and
other documents, that substantiate a submitted invoice, then the Consultant shall provide copies of
any requested or relevant records and/or documents. Unless the City disputes the invoice, the City
will tender payment within thirty (30) days after receipt of the Consultant’s invoice.

SECTION 4. FINANCIAL ACCOUNTING AND RECORDS RETENTION

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

If the Consultant performs an independent audit of business and/or financial records then the
Consultant shall require the company and/or auditor(s) to comply with all applicable Generally
Accepted Auditing Standards, developed by the American Institute of Certified Public
Accountants.

SECTION 5. AMENDMENT

This Agreement, including any Work Request(s) and/or Scope of Services, may be amended by
mutual written agreement between the City and the Consultant. Any such amendment must be
reduced to writing, which will make specific reference to this Agreement, executed by a duly
authorized representative of each party, and, if required, approved by the Commission of the City of
Dayton.

SECTION 6. CONFIDENTIALITY

The Consultant shall keep in confidence and shall not disclose and/or use for its benefit or for the
benefit of any third party any information, documents, or materials identified by the City to be
“proprietary” or “confidential, except as may be required for performance of the professional
services under this Agreement or as may be required by law”.

The obligations of this Section 6 shall not prohibit or limit the Consultant’s use or disclosure of
confidential or proprietary information: (i) previously known to it without agreement of
confidentiality, (ii) independently developed by it, (iii) acquired by it from a party which is not,
to the City’s knowledge, under an obligation not to disclose such information, (iv) is or becomes
publicly available through no breach of this Agreement, (v) such disclosure is required by an
order of a Court or under state and/or federal law; or (vi) such disclosure is authorized in writing
by a duly authorized representative of the City.
SECTION 7. TAX REPRESENTATION

The Consultant represents and warrants that it does not owe any delinquent taxes to the City of Dayton and does not owe delinquent taxes for which the Consultant is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, the Consultant currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, the Consultant has filed a petition in bankruptcy under 11 U.S.C. Section 101, et seq., or such a petition has been filed against the Consultant or its subcontractors or agents. Delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

SECTION 8. OWNERSHIP OF WORK PRODUCT

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

SECTION 9. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

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

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

SECTION 10. INDEMNIFICATION

The Consultant shall defend, indemnify, and hold harmless the City, its officers, employees, and representatives, from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees) of every kind whatsoever by reason of, arising out of, or in any way connected with the performance of this Agreement, and/or the intentional, wrongful or negligent conduct or omission of the Consultant and its employees, agents, and contractors.
SECTION 11. TERMINATION

A. Termination for Cause

If either party fails to fulfill in a timely and proper manner its obligations and/or defaults in the performance of any terms or conditions of this Agreement then the other party may terminate this Agreement by giving written notice specifying the effective date of the termination. The effective date of termination must be at least fifteen (15) days after the written notice was sent to the defaulting party. In the event of termination, the Consultant will be paid only for services actually performed and authorized by the City.

B. Termination of Agreement without Cause.

This Agreement may be terminated by either party upon sending written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. If this Agreement is terminated without cause then the City shall not be obligated to pay for any work or services performed subsequent to the effective date of termination and the Consultant shall surrender all relevant work product to the City.

SECTION 12. GENERAL PROVISIONS

A. Conflict of Interest

The Consultant represents and warrants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement.

B. Entire Understanding

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

C. Governing Law and Venue

This Agreement will be governed and construed under the laws of the State of Ohio. The Consultant irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution, performance, or interruption of this Agreement and/or any Scope of Services.
D. **Waiver**

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

E. **Communications**

Any notice, invoice or other communication required or permitted hereunder shall be sufficient if sent by U.S. mail, postage prepaid, or hand delivered, and addressed to:

**City:**
City of Dayton, Ohio  
Department of Procurement, Management and Budget  
101 West Third Street  
Dayton, OH 45402  
Attn: Diane Shannon, Director

**Consultant:**  
Fahlgren Inc  
4380 Buckeye Lane, Suite 210  
Beavercreek, OH 45440  
Attn: Beth Whelley

F. **Assignment**

The Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge the Consultant from any obligation under this Agreement. Notwithstanding, nothing contained in this Subsection shall prevent the Consultant from employing or subcontracting with independent consultants, associates, and subcontractors to assist in the performance of the professional services to be provided under the terms of this Agreement.

G. **Independent Contractor**

The Consultant acknowledges and agrees that it will be providing services to the City as an “independent contractor”. As an independent contractor for the City, the Consultant shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Subsection. The Consultant and its employees, agents, contractors and consultants 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.

The Consultant and its employees, agents, contractors and consultants performing the services, duties and/or 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.
The Consultant shall be responsible to withhold and pay, or cause such contractors, agents, and consultants to withhold and pay, all applicable local, state, and federal taxes.

The Consultant and its employees, agents, contractors, and consultants acknowledge and agree that it and they are not a “public employee” for the purpose of OPERS membership.

H. Termination of Prior Agreement

The parties agree that the prior written agreement between the parties titled “Professional Services Agreement” and dated October 9, 2019 shall terminate on the Termination Date.

I. Political Contributions

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

IN WITNESS WHEREOF, the City and the Consultant, each by a duly authorized representative, have executed this Agreement as of the Effective Date.

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

E-SIGNED by John Musto on 2021-11-03 14:07:55 GMT

City Attorney

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

, 2021

Min./Bk. Pg.

Clerk of the Commission

FAHLGREN INC

By: Beth Whelley

Its: Managing Director, Dayton

Page 7
Group Life & Accidental Dismemberment Insurance

The Department of Human Resources requests permission to renew the contract between the City of Dayton ("City") and Hartford Life and Accident Insurance Co. ("Hartford") for the employee Group Life and Accidental Death and Dismemberment Insurance for current and retired employees. Hartford agreed to renew our contract with no increase for two (2) additional years. The total projected cost for this two (2) year renewal is $250,000.00.

The contract will be for the period 1/1/22 through 1/1/24.

We are requesting authority for: 1/1/22 – 12/31/22 $125,000.00
                                    1/1/23 – 12/31/23 $125,000.00

The Department of Law has reviewed and approved the amendment/extension as to form and correctness.

Certificate of Funds are not required for payments made out of the Payroll Withholding and Benefits account.
October 22, 2021

TO:       Barbara J. Doseck
          Law Director

FROM:     Kenneth R. Couch, Director
          Department of Human Resources

SUBJECT:  Review of Rate Guarantee Letter/Contract – Hartford Life & Accident
          Insurance Company

Attached is a letter from Hartford Life and Accident Insurance Company for your review and
approval. I also attached a copy of the previous contract. Please review and return so that we can
get this contract on the Commission calendar as soon as possible.

Approved:

                                      10/29/21

Barbara J. Doseck, Director

KRC/rc

Attachments
2/2/2021

Teresa Hanson
City Of Dayton
101 West Third St
Dayton, OH 45401

Re: 1/1/2022 Renewal Information for Your Group Insurance Benefits with The Hartford

Dear Teresa:

For more than 200 years, companies like yours have trusted us to help them protect and grow their businesses. We are committed to delivering an industry-leading Group Benefits experience – with solutions that meet your insurance challenges and employee benefits that help make your company an attractive and motivating place to work.

Thank you for giving The Hartford the opportunity to provide benefits to the employees of City Of Dayton. We are committed to enhancing your employees’ financial security and helping you provide attractive benefits. We look forward to renewing the Basic Life, AD&D, and Supplemental Life benefits at this time.

To determine the renewal rate, The Hartford analyzes a variety of factors to ensure that you receive excellent benefits and valuable service at a competitive and affordable price. A careful review is conducted of your demographic information, industry classifications, experience results, and overall benefit package.

**Good news: a rate extension.** We’re happy to report that we will extend your current rates for Basic Life, AD&D and Supplemental Life until 1/1/2024. No further action is necessary at this time.

We appreciate your business and look forward to being your group benefits carrier of choice for many years to come.

Sincerely,

Carr, Ryan A
Telephone: 800-697-5222
Group Benefits Sales
8044 Montgomery Road Suite 500
Cincinnati, OH 45236

cc: Mcgohan/Brabender Agency Inc

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing company Hartford Life and Accident Insurance Company. Home Office is Hartford, CT. The Hartford is the administrator and reinsurer for Group Benefits business written on Hartford Life Insurance Corporation (HLIC) paper. HLIC is in the process of changing its name to Talcott Resolution Life Insurance Company. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This document explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this document and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

This proposal includes a quote(s) for one or more products, which are issued on the following forms: Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accidental Death and Dismemberment Form Series for all states except PR, WA and CA includes GBD-1000 and GBD-1300, or state equivalent, and in PR, WA and CA Form 7582 and Form PA-5427, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life
Hartford Life & Accident - Renewal FY2021

APPROVED AS TO FORM
AND CORRECTNESS:

_________________________
City Attorney

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

_________________________, 2021

Min. Bk. ___ Pg. ___

_________________________
Clerk of the Commission
Form Series includes GBD-1000, GBD-1100, Z-PORT, or state equivalent. Hospital Indemnity Form Series includes GBD-2800, GBD-2900, or state equivalent.
City Manager's Report

From 3210 - Aviation/AP Admin & Finance
Supplier, Vendor, Company, Individual
Name JYG Innovations
Address 6450 Poe Avenue, Suite 103
Dayton, OH 45414

Date November 17, 2021
Expense Type Contract Modification
Total Amount $208,060.00 thru 11/30/23

Fund Source(s)  Fund Code(s)  Fund Amount(s)
Aviation Operating  51000-3210-1151-43  $208,060.00

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

Description
First Amendment to Professional Services Agreement

The Department of Aviation requests permission to enter into a First Amendment ("Amendment") to the Professional Services Agreement with JYG Innovations ("JYG"), in the amount of $208,060.00. Under this Amendment, JYG will continue to provide information technology ("IT") services and support needed at the Department of Aviation on an as needed basis, up to a maximum of twenty (20) hours a week, under the direction and approval of the Director of Aviation.

On December 14, 2016, Commission approved a Professional Services Agreement ("Agreement") for $505,000.00 with JYG to provide IT Support Services to the Department of Aviation, which will expire November 30, 2021. This Amendment will extend the Agreement for two additional years and will be effective upon execution and expire on November 30, 2023, with an option to renew for an additional two years. The total amount payable under this Amendment is not to exceed $713,060.00. Payment is based on the hourly rates for the category of personnel involved in providing the services for the Department of Aviation.

The Amendment was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds in the amount of $98,919.60 for 2022 is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 10/2019
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

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

## Amount: $98,919.60

### Fund Code
- **51000**
- **3210**
- **1151**
- **43**

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

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

**Finance Director Signature**

Date: 11/9/21

**CF Prepared by**

Date: 11/9/21

**CF/CT Number**

CT22-1590

October 18, 2011
FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT FOR IT SUPPORT SERVICES AT THE
DAYTON INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
FOR IT SUPPORT SERVICES AT THE DAYTON INTERNATIONAL AIRPORT
(“First Amendment”), is made and entered into this ___ day of ____________, 2021,
between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio
and JYG Innovations, a corporation authorized to conduct business in the State of Ohio
(“Consultant”).

WHEREAS, On December 19, 2016, City and Consultant entered into a Professional
Services Agreement (“Agreement”) for IT support services at the Dayton International Airport;
and,

WHEREAS, City and Consultant wish to extend the Agreement for an additional two
years and to adjust the compensation provided thereunder; and,

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the
mutual benefits to be derived, IT IS AGREED AS FOLLOWS:

1. Article Two - Compensation shall be amended as follows:

   A. The first paragraph of Article Two shall be deleted and replaced with the following:

      The total amount of remuneration in this Agreement shall not exceed the sum of SEVEN
      HUNDRED THIRTEEN THOUSAND SIXTY DOLLARS AND ZERO CENTS ($713,060.00)
      for the Professional Services provided by Consultant pursuant to the terms of this Agreement,
      inclusive of reimbursable expenses.

   B. Article II, Section A – Compensation for Professional Services shall be deleted in its entirety
      and replaced with the following:

      Payment for the Professional Services provided by Consultant is at the following hourly rates for
      the specific categories of personnel involved in providing the professional services hereunder:

      Applications Engineer..................$103.04
      Senior System Engineer.................$103.04
      Systems Engineer........................$94.04
      Network Engineer......................$100.04
Hourly time charges shall be determined on a portal-to-portal basis, with partial hourly billings based on ten (10) minute minimum increments.

2. Except as modified by this First Amendment, the Agreement between City and Consultant remains unchanged and in full force and effect.

IN WITNESS WHEREOF, City and Consultant, by duly authorized representatives, have executed this First Amendment as of the day and year first above written.

CITY OF DAYTON, OHIO

__________________________
City Manager

JYG INNOVATIONS

__________________________
By:

Title: 9/30/21

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

__________________________
Min./Bk.: Page:

2021

Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS

__________________________
City Attorney

2
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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

| Amount: | $ 82,000.00 |
| Fund Code | 51000 - 3210 - 1151 - 43 - |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: JYG Innovations
Vendor Address: 6450 Poe Avenue, Suite 103 Dayton OH 45414
Federal ID: 271356468
Commodity Code: 95285
Previous: CT20-1590

Purpose:
This contract will provide IT support services to the Dayton International Airport. The contract provides for 20 hours per week of IT support services to include IT system engineering, design and implementation, monitoring of security system and final tier problem resolution services for 2021. (Comm Approval $505,000 - $0 (2016), leaving $505,000 - $106,542.60 (2017) = $398,457.40 - $99,320.00 encumbered for 2018 + $1,280.80 unused = $300,418.20 - $120,000 + $21,960.80 (2019) = $202,379.00 - 120,000.00 (2020) = $82,379.00 - $92,000 (2021) = $379.00 remaining commission approval amount)

Contact Person: Debbie Tipton 454-8402
Aviation/Administration & Finance
Department/Division
11/30/2020 (dt)

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

CF Prepared by

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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

Original CT/CF: CT16-1590
- X - Copy of City Manager's Report
- X - Copy of Original Certificate of Funds

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Attach additional pages for more FOAPALs

Vendor Name: JYG Innovations
Vendor Address: 6450 Poe Avenue, Suite 103, Dayton, OH 45414
Street City State Zipcode + 4
Federal ID: 271356468
Commodity Code: 95285
Previous: CT19-1590

Purpose: This contract will provide IT support services to the Dayton International Airport. The contract provides for 20 hours per week of IT support services to include IT system engineering, design and implementation, monitoring of security system and final tier problem resolution services for 2020. (Comm Approval $505,000 - $0 (2016), leaving $505,000 - $106,542.60 (2017) = $398,457.40 - $99,320.00 encumbered for 2018 + $1,280.80 unused = $300,418.20 - $120,000 (2019) =$180,418.20 - 120,000.00 (2020) = $60,418.20 remaining commission approval amount)

Contact Person: Debbie Tipton 454-8402
Aviation/Administration & Finance 11/19/2019 (dt)
Department/Division Date

Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 

Date: 12/19/19

CF Prepared by: 

Date: 12/19/19

CF/CT Number: CT19-1590

Finance Department

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<td>New Contract</td>
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<td>Contract Start Date</td>
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Amount: $ 120,000.00

Fund Code: 51000 - 3210 - 1151 - 43 - -

Vendor Name: JYG Innovations
Vendor Address: 6450 Poe Avenue, Suite 103 Dayton OH 45414
Federal ID: 271356468
Commodity Code: 95285

Amount: 

Fund Code: 

Purpose: This contract will provide IT support services to the Dayton International Airport. The contract provides for 20 hours per week of IT support services to include IT system engineering, design and implementation, monitoring of security system and final tier problem resolution services for 2019. (Comm Approval $505,000 - 90 (2016), leaving $505,000 - $106,542.60 (2017) = $398,457.40 - $99,320.00 encumbered for 2018 = $299,137.40 - $120,000 (2019) = $179,137.40 remaining commission approval amount.

Contact Person: Pamela Hixon/Debbie Tipton 937-264-3594 454-8402
Aviation/Administration & Finance Department/Division 12/3/18 (dt)
Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

Finance Director Signature 12-14-18

CF Prepared by 12-13-2018 CF/CT Number 12/13/18

Finance Department
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Required Documentation

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

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Attach additional pages for more FOAPALs

Vendor Name: JYG Innovations

Vendor Address: 6450 Poe Avenue, Suite 103 Dayton OH 45414

Federal ID: 271356468

Commodity Code: 95285

Previous: CT17-1590

Purpose: This contract will provide IT support services to the Dayton International Airport. The contract provides for 20 hours per week of IT support services to include IT system engineering, design and implementation, monitoring of security system and final tier problem resolution services for 2018. (Comm Approval $505,000 - $8,417 (2016), leaving $496,583 comm approval for 2017-2021. Since nothing used off C16-1590, $8,471 added back to Comm Approval amount for a beginning total of $505,000 - $99,316-increase $5400 (2017), $99,320.00 for (2018) leaving $297,964 for 2019-2021.

Contact Person: Pamela Hixon/Debbie Tipton

Aviation/Administration & Finance Department/Division 1/18/2018 Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

Melissa Bryan

Finance Department

CF Prepared by

1/29/18

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Attach additional pages for more FOAPALs

Vendor Name: JYG Innovations
Vendor Address: 6450 Poe Avenue, Suite 103 Dayton OH 45414
Federal ID: 271356468
Commodity Code: 95285
Previous: CT16-1590/CT171590
Purpose: Increase encumbrance to cover charges for the remainder of 2017.

Contact Person: Pamela Hixson/Debbie Tipton 937-264-3594 454-8408

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 

Date: 12-6-17

CF Prepared by: Melissa Hysath

Date: 11/30/17

CF/CT Number: CT17-1590

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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**Required Documentation**
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Attach additional pages for more FOAPALs

**Vendor Name:** JYG Innovations

**Vendor Address:** 6450 Poe Avenue, Suite 103 Dayton OH 45414

<table>
<thead>
<tr>
<th>Street</th>
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**Federal ID:** 271356468

**Commodity Code:** 95285

**Previous:** CT16-1590

**Purpose:** This contract will provide IT support services to the Dayton International Airport. The contract provides for 20 hours per week of IT support services to include IT system engineering, design and implementation, monitoring of security system and final tier problem resolution services for 2017. (Comm Approval $505,000 - $8,471 (2016), leaving $496,529 comm approval for 2017-2021. Since nothing used off CT16-1590, $8,471 added back to Comm Approval amount for a beginning total of $505,000 - $99,316 (2017), leaving $405,684 for 2018-2021.

**Contact Person:** Pamela Hixson/Debbie Tipton 937-264-3594 454-8402

**Aviation/Administration & Finance Department/Division:** 2/7/2017 Date

**Originating Department Director’s Signature:**

SECTION II - to be completed by the Finance Department

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**Finance Director Signature:**

**CF Prepared by:**

**Date:** 2/13/17

**CF/CT Number:** CT17-1590

**Date:** 2/19/17

Finance Department

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date

Expiration Date

Original Commission Approval

$ 505,000.00

Initial Encumbrance

$ 8,417.00

Remaining Commission Approval

$ 496,583.00

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<td>X Copy of City Manager's Report</td>
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<td>Copy of Original Certificate of Funds</td>
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| Amount: | $ 8,417.00 |
| Fund Code: | 51000 - 3210 - 1151 - 43 - |
| Fund | Org | Acct | Prog | Act | Loc |
| Amount: | |
| Fund Code: | |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: JYG Innovations

Vendor Address: 6450 Poe Avenue, Suite 103 Dayton OH 45414

Federal ID: 271356468

Commodity Code: 95285

Previous: CT15-0251

Purpose: This contract will provide IT support services to the Dayton International Airport. The contract provides for 20 hours per week of IT support services to include IT system engineering, design and implementation, monitoring of security system and final tier problem resolution services for 2016. (Comm Approval $505,000 - $8,417 (12/2016), leaving $496,583 comm approval for 2017-2021).

Contact Person: Pamela Hixson/dt

Aviation/Administration & Finance Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature Date

CF Prepared Date CF/CT Number

Finance Department

October 18, 2011
Professional Services Agreement

The Department of Aviation requests permission to enter into a Professional Services Agreement with JYG Innovations ("JYG"). Under this Agreement, JYG will provide information technology ("IT") services and support needed at the Dayton International Airport, including IT systems engineering, design and implementation, monitoring of system security and final tier problem resolution services. JYG will designate one of its programmers to provide services up to a maximum of twenty (20) hours per week, and will provide the services of application engineers, network engineers, database engineers, senior systems engineers and/or system engineers on an as needed basis at the direction and approval of the Director of Aviation.

RFP No. 16050N- IT Support Services received three (3) responses: Devcare Solutions, JYG Innovations (SBE, WBE, MBE), and RDI Intuitive. JYG was selected by the Airport's RFP Evaluation Team.

This Agreement is effective on the date of execution by the City and shall expire on November 30, 2021, with an option to renew for two additional years. The total amount payable under this Agreement is an amount not to exceed $505,000.00. Payment is based on the hourly rates for the category of personnel involved in providing the services for the Dayton International Airport.

The Agreement was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds in the amount of $8,417.00 for the remainder of 2016 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
PROFESSIONAL SERVICES AGREEMENT
FOR IT SUPPORT SERVICES
AT THE DAYTON INTERNATIONAL AIRPORT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made this 19 day of December, 2016, between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City") and JYG Innovations, a corporation authorized to conduct business in the State of Ohio, ("Consultant").

WITNESSETH THAT:

WHEREAS, The City finds it advantageous to engage a firm to provide information technology ("IT") services and support, including engineering and final tier problem resolution services, for the City's Department of Aviation IT network and related systems; and

WHEREAS, Consultant represents that it is an experienced and qualified technology business solutions provider, which is able to provide the professional services requested; and

WHEREAS, The parties enter into this Agreement to set forth the terms and conditions for the performance of IT professional services by Consultant for the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, the City and Consultant agree as follows:

ARTICLE I
PROFESSIONAL SERVICES

A. Representations

Consultant warrants and represents that: (1) it is qualified and permitted by law to perform all the professional services to be furnished pursuant to the terms of this Agreement; and (2) all personnel engaged in the performance of the professional services to be provided hereunder are qualified, experienced, capable and, as applicable, licensed to perform the work and services they are designated to perform.
B. Professional Services

Consultant shall provide technical support, including IT engineering and final tier IT problem resolution services, for the computer network and systems, including all related data and systems, within the City’s Department of Aviation. Specifically, Consultant will perform the technical IT work and services as described in Exhibit A, attached hereto and incorporated herein by reference. For purposes of this Agreement, all work, services and deliverables to be provided by Consultant under this Agreement is referred to hereinafter as the “Professional Services.” In the performance of the Professional Services on-site at Department of Aviation facilities at the James M. Cox Dayton International Airport (“Airport”), Consultant and its employees, agents, and contractors shall comply with all applicable federal, state and local laws, rules, regulations, orders and procedures governing the Airport, including access to and use of the Airport and aeronautical facilities.

C. Representations, Covenants and Warranties

The Professional Services performed under this Agreement shall comply with all applicable federal, state, and local laws, regulations or orders, and agency association standards or other standards governing the performance of the particular professional service.

Consultant acknowledges that it is fully responsible for the Professional Services provided to the City, whether directly with its own staff or indirectly with contractors/agents. Consultant represents and warrants to the City that: (1) the Professional Services will be performed with professional care and skill standard in the industry for IT technical and support services; (2) none of the Professional Services or any tangible deliverables associated with the Professional Services will violate the intellectual property rights or any other proprietary, privacy, contractual or legal rights of any third party; (3) no tangible deliverable provided by Consultant as part of the Professional Services will be subject to any lien or encumbrance; and (4) all tangible deliverables provided as part of the Professional Services will be free from defects in design and workmanship and fit for their intended purposes and use by the City.

Consultant further represents and warrants to the City that: (1) it will not access the City’s Department of Aviation or any other City network, system or application (hereinafter collectively the “network”) other than solely for the purpose of performing the professional services; and (2) Consultant will access the network with equipment provided by the City or, if Consultant uses remote access with its own devices and computers to perform the professional services, Consultant shall use only devices and computers that have up to date virus protection software, encryption, security and privacy features, and disaster recovery solutions.

Consultant represents, guarantees and warrants to the City that all Professional Services performed hereunder: (1) shall be free of known viruses, worms, Trojan horses and the like; and (2) shall be free from any code, trap door, time bomb, or other third party code designed to restrict, remove or disable intellectual property because of the passage of time, alleged failure to make payments due or otherwise, but excepting therefrom documented security measures such as password expiration functions.
D. Personnel

The City reserves the right to conduct, for security reasons and compliance with federal laws, rules, regulations and procedures governing access to airports and aeronautical facilities, a background investigation on any person assigned by Consultant to perform any of the Professional Services required hereunder. Consultant agrees to fully cooperate with the City in this endeavor and to provide any information, to the extent allowed by law, which is reasonably necessary to perform such background investigation. Dependent upon the results of the background check, City may request that Consultant immediately remove any person from performance of the professional services. It is Consultant’s responsibility for advising all personnel providing the Professional Services required hereunder of the City’s business policies, procedures and security requirements.

E. Access to Airport Property

As directed by the City, Consultant shall insure that its employees, contractors and agents requiring access in connection with performance of the Professional Services to the City’s Department of Aviation facilities located in the “sterile areas” at the Airport are properly identified with a City-issued security access badge (or such other media) and that said badge is prominently displayed at all times while such persons are in the sterile areas. For purposes of this Agreement, “sterile areas” include all non-public areas of the Airport, including the designated “Security Identification Display Area” (“SIDA”) and the Airport Operations Area (“AOA”), as these terms are defined by Title 49 Code of Federal Regulations, Part 1542, as may be amended or replaced, and the City’s approved Airport security program, and those areas of the Airport located beyond security checkpoint. For Consultant’s employees, agents and contractors not issued a security access badge; Contractor shall comply with and enforce the federal and City policies, procedures and requirements related to the escort of such persons within sterile areas of the Airport. Consultant shall comply with all City policies, procedures and requirements for the issuance of the security access badge, and waives any claim against the City resulting from the City’s refusal to issue or revocation of a security access badge pursuant to applicable laws, rules, regulations, policies and procedures.

Airport Security Badges- Contractor must obtain from the airport badging office Airport Security Badges for any person working at the airport on Contractor’s behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge or a badged escort. The fee to obtain an Airport Security Badge is $100 per person. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver’s Licenses and Vehicle Permits. The application forms will solicit such information as the Airport Police Chief/Security Coordinator may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver’s license and appropriate stickers). Contractor is responsible for requesting and completing the form for each person who will be working at the Airport on Contractor’s behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Airport Police Chief/Security Coordinator or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Airport Police Chief/Security Coordinator may grant or deny the application in his sole discretion. In
B. Reimbursable Expenses

In addition to the compensation for professional services, the City agrees to reimburse Consultant for its expenses reasonably incurred in completion of the Professional Services provided under this Agreement. However, payment for such reimbursable expenses is subject to the following limitations:

1. Reimbursable expenses are limited to those out-of-pocket expenses paid by Consultant to some third party, excluding itself, and its employees, excluding any other consultant and sub-consultants and excluding any third party in which Consultant has an ownership interest or Consultant receives payments or benefits in consideration for service or product orders given to that third party.

2. Amounts billed as reimbursable expenses are limited to direct costs incurred by Consultant and shall not include any multiple or additional percentage of those costs.

3. In order to be reimbursable, expenses must have been reasonably appropriate or must have been necessary, when evaluated in the light of the services to be performed. The cost of alcoholic beverages or entertainment shall not be reimbursed.

4. Signed, legible and explanatory receipts must be submitted for all reimbursable expenses, if requested by the City.

C. Billing Frequency

Consultant shall submit invoices, not more frequently than monthly or in such frequency as the parties may agree, for payment of the Professional Services actually provided and reimbursable expenses. Invoices shall detail the Professional Services provided during the invoice period and number of hours devoted to performance of the services (by labor category), list the total amount requested together with itemized hourly billings (by labor rate) and amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. All invoices shall be accompanied by supporting documentation and information that substantiates the invoiced amount and expenses incurred. The City agrees to tender payment of all invoices within thirty (30) days from the City’s receipt of an invoice, unless the City disputes the invoice.

ARTICLE III
RECORDS AND RETENTION

Consultant shall use Generally Accepted Accounting Principles (“GAAP”) in recording and documenting all costs and expenditures related in whole or part to the performance of this Agreement. Such costs and expenditures for the Professional Services provided under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts,
vouchers or other accounting documents and other evidence (collectively, "records"). All records shall be clearly identified and readily accessible. At any time during normal business hours and as often as the City may request, Consultant shall make available to the City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its records related to this Agreement and performance of the professional services. Consultant shall also permit the City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contract(s), invoices(s), materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All records relating to the Professional Services provided under this Agreement, including any and all supporting documentation for invoices submitted to the City, shall be retained by Consultant and made available for review by the City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of four (4) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the records pertaining to this Agreement, which commences prior to the expiration of the four-year period, Consultant shall retain such records until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

**ARTICLE IV**

**TERM AND RENEWAL**

This Agreement shall commence on the Effective Date or December 1, 2016, whichever is later, and expire on November 30, 2021, with an option to renew for two additional years, unless earlier terminated.

**ARTICLE V**

**INSURANCE AND INDEMNITY**

**A. Indemnification**

Consultant shall indemnify and hold harmless the City and its elected officials, officers, employees, and representatives from and against all expenses, damages, claims, suits, or liabilities (including reasonable attorney's fees) arising out of the performance or non-performance of this Agreement and/or infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right, privacy or similar right of any third party and/or the acts, omissions or conduct of Consultant or its employees and agents; excepting such claims, losses, damages and expenses or liabilities that are solely caused by or arise out of the negligence or intentional acts of the City, its officers, employees and agents.

Notwithstanding Paragraph A, Article V above, whatever the legal basis for any claim, Consultant’s total liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount the City has paid in the prior 12 months under the applicable
statement of services for the services giving rise to the claims. The limitation contained in this paragraph will not apply with respect to the following: defense of infringement and misappropriation claims; liability for damages for gross negligence or willful misconduct, to the extent caused by Consultant or its agents and awarded by a court of final adjudication; and Consultant’s obligations under Article 8 (Confidentiality).

NO LIABILITY FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS CONTRACT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY’S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS.

Application. Except as specified expressly in this Section, the limitations and exclusions of liability for damages in this Contract apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

B. Insurance Requirements

During the term of this Agreement, Consultant shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an “A” rating from A.M. Best, Professional Liability Insurance, having a minimum one million dollar ($1,000,000) annual aggregate and General Liability Insurance, having a minimum one million dollar ($1,000,000) annual aggregate. Said policy shall name the City, Ohio, its elected officials, officers, agents, and employees as additional insureds. Consultant shall also maintain Workers’ Compensation Insurance in such amounts as prescribed by law for each of its employees involved in the performance of this Agreement, and shall require all contractors, subcontractors and other engaged by Consultant to perform any of the Professional Services hereunder to maintain same.

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. Upon execution of this Agreement, Consultant shall furnish the City with a copy of such certificate(s) of insurance demonstrating compliance with this Article and, at the City’s request, shall permit the inspection of a complete copy of the policy or policies of insurance. It is agreed that all premiums and costs of the insurance required hereunder is not reimbursable or
otherwise chargeable to the City. The insurance required hereunder shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. The City maintains the right to modify, delete, alter or change the insurance requirements contained in this Article upon advance reasonable notice to Consultant.

ARTICLE VI
TERMINATION

This Agreement may be terminated by either party upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. In addition, this Agreement may be immediately terminated in the event or under any of the following circumstances:

1. If a receiver for Consultant’s assets is appointed by a court of competent jurisdiction.

2. Consultant is divested of its rights, powers and privileges under this Agreement by operation of law.

3. Consultant’s breach of any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Consultant to remedy such breach within thirty (30) days from the date of written notice from the City specifying the nature of the breach.

4. The City’s breach of any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of the City to remedy such breach within thirty (30) days from the date of written notice from the Consultant specifying the nature of the breach.

In the event of termination, the City is not obligated to pay for any Professional Services performed or expenses incurred subsequent to the effective date of termination, and, upon such payment, Consultant shall provide to the City copies of all data, reports, summaries, and such other information and materials, whether completed or in process.

ARTICLE VII
EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

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 (RCGO) of the City of Dayton constitutes a material condition of this Agreement as
fully and as if specifically written herein and that failure to comply therewith shall constitute a breach thereof entitling City to terminate this Agreement at its option.

ARTICLE VIII
CONFIDENTIALITY

Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information shall be information, which, 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 shall be information that, under the laws of the State of Ohio, is classified as being "private" or "confidential". Such information, to the fullest extent possible, shall be marked "confidential" and/or "proprietary" by the party providing it within ten (10) days after disclosure.

To the extent permitted by law and recognizing that the City is a political subdivision of the State of Ohio and subject to the Ohio Public Records Act (Ohio Revised Code § 149.43 et seq.), the parties agree that for a period of two (2) years following the date of disclosure of confidential or proprietary information, it will not disclose such information 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 received by it 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 services contracted for under this Agreement.

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

ARTICLE IX
DELIVERABLES AND OWNERSHIP

All non-commercial documents, software, hardware, databases, scripts and/or routines provided to or made available to Consultant by the City for performance of the Professional Services shall remain the sole and exclusive property of the City (or the third party authorizing/licensing the City's use thereof), and shall not be reproduced or used by Consultant for any purpose other than completing the professional services. Consultant is responsible for any and all liability resulting from its breach of the aforementioned sentence.

Except as otherwise provided in this Article IX, all materials developed, modified, changed, generated, and/or produced by Consultant, its employees and/or contractors, in the performance of the Professional Services including, but not limited to, computer
software, computer software programming code(s), documentation, databases, scripts, routines, flow charts, diagrams, specifications, reports and data (collectively, the "Work Product") shall, upon payment, become the sole and exclusive property of the City. Any other invention, product, computer program or specifications, whether patentable or unpatentable, which is made, conceived, or first actually or constructively reduced to practice by Consultant as a result of Professional Services provided hereunder (individually, an "Invention" and collectively, the "Inventions") also shall, upon payment, become the City's sole and exclusive property.

If the Work Product, or any portion of it, is not considered work-made-for-hire, or if Consultant is entitled to claim any other ownership interest in the Work Product or Inventions, then, Consultant shall transfer, grant, convey, assign, and relinquish to City all of its worldwide right, title, and interest in and to such Work Product and Inventions, under patent, copyright, trade secret, and trademark law, in perpetuity or for the longest period otherwise permitted by law. Consultant agrees to perform any and all acts that may be deemed reasonably necessary or desirable by City to evidence the transfer of ownership to the City of the Work Product and Inventions.

It is understood that certain pre-existing intellectual property previously developed and owned by Consultant and provided to the City may be provided hereunder. In such instance, Consultant shall advise the City that it is providing its pre-existing intellectual property and shall grant the City an irrevocable, perpetual, exclusive, worldwide, royalty-free right and license to use such intellectual property and to make copies of same for (i) development and testing for governmental purposes; (ii) Y2K or such other compliance testing; (iii) disaster recovery, backup, archive and restore testing and implementation purposes; and (iv) for any other governmental purposes contemplated by this Agreement.

Any license or property right to intellectual property, which Consultant does not own, that is procured by Consultant as part of the Professional Services shall be issued and/or secured in the name of the City of Dayton, Ohio.

ARTICLE X
GENERAL PROVISIONS

A. Entire Agreement and Invalid Provisions

This Agreement represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations and agreements, whether oral or written. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

B. Independent Contractor

By executing this Agreement, Consultant acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties'
relationship in a manner inconsistent with this subsection. Consultant and its employees, agents, contractors and consultants 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 and all employees and any other persons retained or hired by Consultant to perform the Professional Services or assume any duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to any of the emoluments of employment with the City of Dayton and Consultant shall indemnify the City against any such claims by its employees, agents, contractors and consultants for such City employee benefits. Consultant is not a City employee for purposes of Ohio Public Employees Retirement System ("OPERS") membership. Consultant is responsible to withhold and pay or, if such persons are contractors, require its contractors to pay, all applicable local, state and federal taxes.

C. Amendments

This Agreement may be amended by mutual agreement between the City and Consultant, provided that no amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

D. Applicable Law and Venue

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

E. Notices and Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified U.S. mail, postage pre-paid, to the respective party at the following address:

If to the City:
City of Dayton, Ohio - Department of Aviation
James M. Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attn: Director of Aviation

If to Consultant:
JYG Innovations
6450 Poe Avenue, Suite 103
Dayton, OH 45414
Attn: Jacqueline Y. Gamblin, CEO
Nothing contained in this Subsection shall be construed to restrict the transmission of routine communications between the parties.

F. Assignment and Subcontracting

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Notwithstanding, nothing contained in this Subsection shall prevent Consultant from employing or subcontracting with independent consultants, associates, and subcontractors to assist in the performance of the Professional Services required; provided, that the City is satisfied with the independent consultants, associates and/or subcontractors’ performance of such services.

G. Meetings and Evaluation of Performance

Consultant shall meet with the City and its designees at such times designated by the City to review and discuss performance of this Agreement and/or the professional services. Consultant shall allow the City to conduct inspections or monitoring, and shall cooperate with the City, its employees, agents and other independent contractors, in all respects concerning the performance of the Professional Services and the review and monitoring of Consultant’s performance under this Agreement.

H. Ohio Revised Code § 3517.13 Compliance

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

City Manager

JYS INNOVATIONS

By:

ITS:

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

December 14, 2016
Min. / Bk. I-14 Pg.

Clerk of the Commission
EXHIBIT A

Contractor will perform the following work and services for the City’s Department of Aviation:

- IT project management and consulting services (management, planning, design, development, installation, implementation, integration, testing, cutover, documentation, training, system administration and operations services) for special airport projects.
- Design, development, and/or ongoing operations for the following IT airport systems/environments:

  - Access Control and Monitoring Systems (ACAMS)
  - Closed Circuit Television Surveillance (CCTV)
  - Computer Aided Dispatch (CAD)
  - Badging System
  - Radio/Wireless Communications
  - Antenna Systems
  - Alarm Systems
  - Local/Wide Area Networks
  - Telephone Systems
  - IP Voice and Video Networks
  - Audio/Visual
  - Paging systems
  - Video Conferencing
  - Backbone/Horizontal Conduit/Cable Systems
  - Server Head-end Equipment
  - Local/Remote Digital Storage (SAN)
  - Electronic Message/Display
  - Community Antenna Television (CATV)
  - Airport Operations Database (AODB)
  - Client, Server, and Systems Software and Hardware (Servers, Workstations, Monitors, Printers, Peripherals)
  - Baggage systems
  - Fire Alarm/Life Safety
  - Building Control Systems
  - Document Management
  - Web Portals and Content Management
  - Enterprise Systems Integration
  - Software Testing and Quality Assurance
  - Network, Servers, Systems and Application Security
  - Specialized Applications
  - Cable Management (CMS)
  - Computerized Maintenance Management (CMMS)

- Perform server system administration and operations.
- Monitor data backup processes.
- Maintain desktop computer systems.
- Assist users with problem resolution.
- Perform network management functions including switch and router configuration.
- Phone technical support as needed.
- On-site technical support as needed.
- Remote assistance and network monitoring as needed.
- Maintain high levels of network availability and operational status in support of FAA and TSA critical applications.
- Manage network services in support of supervisory control and data acquisition ("SCADA") systems critical to airport operations.
- Manage network boundary security including firewalls, content filtering, and intrusion prevention.
- Monitor overall system security posture including antivirus signatures and system patches.
- Manage user add, remove, and changes in Active Directory.
- Communicate status of project activities and actions with the Airport IT staff.
- Infuse new technologies into the environment as requested.
- Provide final-tier problem resolution services as requested.
- Coordinate on Capital Projects as necessary.

Contractor shall assign one of its staff to provide on-site (at the Airport) support and off-site (remote) monitoring support to provide the Professional Services up to a maximum of twenty (20) hours per week during the term of this Agreement. Request for assistance on special airport projects may be needed; a scope of services and quote for services will be requested at that time. In addition, Contractor shall provide Application Engineer, Senior Systems Engineer, Network Engineer and Systems Engineer labor categories to provide Professional Services on an as needed basis and upon the verbal or written pre-approval from the City’s Director of Aviation or his/her designee.

Contractor should have extensive knowledge of airport networks, systems and security requirements. Contractor will provide guidance on improving existing and implementing new airport IT systems, as well as providing technical support for airport IT problem resolution. Contractor will provide the analytical and technical skills necessary to provide insight into architectural, design, integration, operational and problem identification; to assist in resolving issues in airport networks, systems, and applications.

This will include expert-level problem determination and resolution; engineering design, implementation planning, and problem resolution of network equipment (routers, switches, access points, and firewalls), planning for implementation and upgrades of server operating systems, COTS applications, IT security, and provide expert-level analysis of operational problems in an airport environment. Contractor will assist in performing periodic security assessments to verify security posture and implement appropriate remedies and changes as needed to remediate security vulnerabilities.

Contractor will support the mission of the City, as owner and operator of the Dayton International Airport, by participating as team members with the City’s IT staff, (and specifically those responsible for the Department of Aviation’s network, systems and applications), and other
contractor personnel engaged by the City. Maintaining an understanding of the City’s Department of Aviation IT environment is critical to Contractor’s goal of minimizing the time from alert to problem resolution. It also allows Contractor to recommend, design, and implement solutions that better meet the City’s IT needs in the Department of Aviation.

With this foreknowledge, final-tier problem resolution calls are minimized, and those that do occur are resolved more quickly. The Contractor’s personnel take the extra step of becoming familiar with the customer’s environment and the specific vendor products so that we can short-circuit the initial diagnosis and move directly to problem identification and resolution. Contractor’s personnel will stay involved in problem diagnosis even when the problem needs to be handed off to the application developer or vendor.
November 10, 2016

TO: Joseph Homan
   Department of Aviation

FROM: Desa Foster, Manager
       Department of Central Services Division of IT

SUBJECT: ITSR 20161027164656

This is to inform you that the Information Technology Governance Board (ITGB) has approved your request dated 27-OCT-2016 to secure supplemental IT support services.

This staff augmentation will provide 24/7 hardware, software and network support. The request went through the competitive bidding process and was awarded to JYG Innovations for past proven comprehensive, reliable, proactive service. The contract amount will be $101,000 per year for a 5-year term.

Thank you.

C: Ms. Dickstein
   Ms. Clements
   Mr. Parlette
   Ms. LaBrier
   Mr. Hager
   Mr. Slaybaugh
City Manager’s Report

From 6210 - Police Director
Supplier, Vendor, Company, Individual
Name Michelle Moser
Address 1360 E. Siebenthaler Avenue
Dayton, OH 45414

Date November 17, 2021
Expense Type Service Agreement
Total Amount $15,600.00 (thru 9/30/22)

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

Description

Professional Services Agreement
Montgomery County Operating a Vehicle While Impaired (OVI) Task Force Coordination

The Department of Police requests permission to enter into an Agreement with Michelle Moser to provide coordination services for the county-wide OVI task force grant program. The Coordinator is necessary to schedule activity, communicated directly with all participating jurisdictions, oversee checkpoints and enter data for the OVI program. The OVI task force is a cooperative effort of 16 jurisdictions, including Dayton. Ms. Moser has over 25 years of law enforcement experience in the Dayton community. The Agreement will begin upon execution and will expire on September 30, 2022.

The Agreement is funded from the OVI Task Force grant award number OVI-2022-Dayton Police Dept.-00006 from the Ohio Department of Public Safety. The Dayton City Commission accepted the $224,999.19 grant on October 6, 2021 by Resolution No. 6613-21.

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

This Agreement is being funded by the 2022 OVI Grant.

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

E-SIGNED by Paul Saunders on 2021-11-08 18:46:13 GMT

Signatures/Approval

Approved by City Commission

Division E-SIGNED by Eric Henderson on 2021-11-08 20:36:03 GMT

Department

City Manager

FORM NO. MS-16

Updated 8/2016
### SECTION I - to be completed by User Department

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### Attach additional pages for more FOAPALs

- **Vendor Name:** Michelle A. Moser
- **Vendor Address:** 1360 E. Sibenthaler Avenue, Dayton, Ohio 45414
- **Federal ID:** 18726
- **Commodity Code:** 91899

- **Purpose:** For coordinator services for the Montgomery County Operating a Vehicle While Impaired task force.

Paid under a grant from the OH Department of Public Safety No. OVI-2022-Dayton Police Dept.-00006. The grant was accepted in Resolution 6613-21 on October 6, 2021.

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

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

**Finance Director Signature:**

**Date:** 11/9/21

**CF Prepared by:**

**Date:** 11/9/21

**CF/CT Number:** CT21-3114

---

**Finance Department**

October 18, 2011
November 4, 2021

TO: Shelley Dickstein
    City Manager

FROM: Matt Carper
      Interim Director and Chief of Police

SUBJECT: 2022 Traffic Safety Grants – OVI

Attached are two City Manager Reports (CMR) to award contracts to jurisdictions participating in the county-wide Operating a Vehicle while Intoxicated (OVI) task force grant from the Ohio Department of Public Safety. The first CMR is with Michelle Moser as the OVI Coordinator who schedules activity, directly communicates with all participating jurisdictions, oversees checkpoints and enters data associated with the grant. The second CMR will award OVI contracts for Agreements over $10,000 to Centerville, Huber Heights, Kettering, Montgomery County, Trotwood, and Vandalia. All 15 participating jurisdictions are listed on the CMR, but only 6 require formal approval by the Dayton City Commission.

The OVI grant award of $224,999.19 is a collaboration with multiple jurisdictions with a minimum of 16 sobriety checkpoints, impaired driving saturation patrols, public awareness and education. The grant period began on October 1, 2021 and will end on September 30, 2022.

Please contact Meredith Weber at ext. 1099 about the attached information.

Attachments

MC: ejj

c: Matt Carper (w/o Attachment)
   Lt. Col. Eric Henderson (w/o Attachment)
   Major Paul Saunders (w/o Attachment)
   Mrs. Meredith Weber (w/o Attachment)
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of ____________, 2021 between the City of Dayton, Ohio ("City") and Michelle Moser, residing at 1360 Siebenthaler Avenue, Dayton Ohio 45414 ("Contractor").

WITNESSETH THAT:

WHEREAS, The State of Ohio, Department of Public Safety ("ODPS") administers the Operating a Vehicle While Impaired Task Force ("OVI") Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from ODPS, Grant Number OVI-2022-Dayton Police Dept.-00006, for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to all grant terms and conditions; and

WHEREAS, The City requires the services of a Coordinator to direct and manage inter-jurisdictional activities of up to all participating jurisdictions according to all grant terms and conditions; and

WHEREAS, The City desires the services of a qualified and experienced professional, acting as an independent contractor, to provide coordination and management of grant activities between Montgomery County law enforcement agencies as part of the grant for the City’s Department of Police; and

WHEREAS, The Contractor represents that she is experienced, qualified and willing to perform such services for the City.

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

ARTICLE I – SCOPE OF SERVICES

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

1. The Contractor shall plan, assign, compile and maintain Task Force activity of Dayton and the participating 2022 OVI involved jurisdictions according to grant guidelines, which are attached and incorporated as “Exhibit A.”
2. The Contractor shall provide a monthly report to the City indicating the activities engaged in by the Contractor and by each participating jurisdiction in conformance of contractual obligations for the preceding month and such report shall be provided to the City not later than the first week of the following calendar month.
3. The Contractor shall attend monthly Task Force activities, as deemed necessary by the City’s Project Director, to verify work and support the needs of participating jurisdictions.

4. Such other services related to the grant as the City may request.

ARTICLE II – PAYMENT

Funding for this contract is contingent upon the receipt of funds from the State of Ohio, Department of Public Safety grant no. OVI-2022-Dayton Police Dept.-00006.

A. Funding. The City shall reimburse the Contractor an amount not to exceed Fifteen Thousand Six Hundred Dollars and Zero Cents ($15,600.00) with requests for reimbursement detailed in hourly increments at a rate not to exceed $30.00 per hour. Reimbursement requests will be detailed and invoiced for all services provided pursuant to this Agreement.

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

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

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

This Agreement shall commence upon execution by the City and shall terminate on September 30, 2022 or earlier in accordance with the termination provision set forth in Article VI. Upon application, award and approval of future OVI grant(s) the contract may be amended or renewed at the sole discretion of the City of Dayton.

ARTICLE IV – INDEMNIFICATION AND INSURANCE

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

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

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

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

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

ARTICLE V – INDEPENDENT CONTRACTOR

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

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

ARTICLE VII – GENERAL PROVISIONS

A. Amendment or Modification

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

B. Entire Agreement/Integration

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

C. Severability

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

D. Waiver

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

E. Non-Discrimination

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

F. Meetings and Evaluation

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

G. Notice/Communication

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally or certified mail or first class U.S. mail, postage pre-paid, to the Contractor and/or to the City at the following addresses:

Contractor:
  Michelle Moser
  1360 E. Siebenthaler Avenue
  Dayton, Ohio 45414

City:
  Chief of Police
  City of Dayton, Ohio
  335 West Third Street
  Dayton, Ohio 45402-1435

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

H. Assignment

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

I. Confidentiality

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

J. Ownership of Documents and Work Product

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

[Remainder of Page Left Intentionally Blank]
K. Political Contributions

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

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

CITY OF DAYTON, OHIO  CONTRACTOR

By: __________________________  By: __________________________
    City Manager  Michelle Moser

APPROVED AS TO FORM AND CORRECTNESS:

E-SIGNED by John Musto on 2021-09-27 16:01:22 GMT

City Attorney

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

______________________________, 2021

Min./Bk.________ Pg.________

_____________________________
Clerk of the Commission
OVI Task Force Proposal 2022
OVI-2022-Dayton Police Dept.-00006
Dayton Police Dept.

GRANT INFORMATION

Grant Number  OVI-2022-Dayton Police Dept.-00006
Grant Title  OVI Task Force Proposal 2022
Grant Term  10/01/2021 - 09/30/2022

ORGANIZATION CONTACTS

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

Project Director
Name:  Michelle Moser  Phone:  (937) 604-9339
Title:  OVI Coordinator  Email:  moser.michelle16@gmail.com

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

GRANT SERVICE AREA INFORMATION

Area Type  Urban
County or Counties served  Montgomery
Senate Legislative District(s) served  District 5
                                    District 6
House Legislative District(s) served  District 39
                                    District 40
                                    District 42
                                    District 43
US Congressional District(s) served  District 10

05/20/2021
**OVI Task Force Proposal 2022**

**OVI-2022-Dayton Police Dept-00006**

**Dayton Police Dept.**

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**FSRS FUNDING INFORMATION**

| No | In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the specific CCR records, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? |

---

**TERMS AND CONDITIONS**

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

---

**PROBLEM IDENTIFICATION**

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

---

**PROPOSAL GUIDELINE PRESENTATION**

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

---

**COUNTERMEASURES THAT WORK**

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

---

**DIVERSITY / INCLUSION TRAINING**

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

---

**SUB-RECIPIENT STAFF ACCESS**

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

---

**AUTHORIZATION**

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

05/20/2021
<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Fringe Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butler Township</td>
<td>19.5500</td>
</tr>
<tr>
<td>Centerville</td>
<td>20.9500</td>
</tr>
<tr>
<td>Clay Township</td>
<td>19.5500</td>
</tr>
<tr>
<td>Clayton</td>
<td>20.9500</td>
</tr>
<tr>
<td>Five Rivers Metro Parks</td>
<td>19.5500</td>
</tr>
<tr>
<td>Huber Heights</td>
<td>21.9500</td>
</tr>
<tr>
<td>Kettering</td>
<td>20.9500</td>
</tr>
<tr>
<td>Miamisburg</td>
<td>20.9500</td>
</tr>
<tr>
<td>Montgomery County Sheriffs Office</td>
<td>19.5500</td>
</tr>
<tr>
<td>Moraine</td>
<td>20.9500</td>
</tr>
<tr>
<td>Perry Township</td>
<td>19.5500</td>
</tr>
<tr>
<td>Riverside</td>
<td>20.9500</td>
</tr>
<tr>
<td>Trotwood</td>
<td>20.9500</td>
</tr>
<tr>
<td>West Carrollton</td>
<td>20.9500</td>
</tr>
<tr>
<td>Vandalis</td>
<td>20.9500</td>
</tr>
</tbody>
</table>
GOAL TITLE

Alcohol-Related Fatal Crash Goal

GOAL DESCRIPTION

Reduce the number of alcohol-related fatal crashes to no more than 12

BASELINE

Last year, there were 22 alcohol-related fatal crashes.

SCOPE

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

EVALUATION

Conduct monthly reviews comparing stats from the previous year.
<table>
<thead>
<tr>
<th><strong>GOAL TITLE</strong></th>
<th>Checkpoint Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GOAL DESCRIPTION</strong></td>
<td>Conduct 16 checkpoints (see the grant solicitation package for the minimum required number of checkpoints - number of checkpoints in goal must equal number of checkpoints submitted in the work plan.)</td>
</tr>
<tr>
<td><strong>BASELINE</strong></td>
<td>Last year, 16 checkpoints were conducted.</td>
</tr>
<tr>
<td><strong>SCOPE</strong></td>
<td>Through problem identification of traffic crash data, conduct checkpoints locations and at times that will have the greatest impact in reducing alcohol-related fatal/serious injury crashes.</td>
</tr>
<tr>
<td><strong>EVALUATION</strong></td>
<td>Number of checkpoints conducted.</td>
</tr>
<tr>
<td>MONTH</td>
<td>Media Events</td>
</tr>
<tr>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>1</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>1</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>0</td>
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<tr>
<td>JANUARY</td>
<td>0</td>
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<td>FEBRUARY</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>March</td>
</tr>
<tr>
<td>------------</td>
<td>-------</td>
</tr>
<tr>
<td>Media Events</td>
<td>1</td>
</tr>
<tr>
<td>Press Releases</td>
<td>4</td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td>Yes</td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>210</td>
</tr>
<tr>
<td># of Low Manpower Checkpoints</td>
<td>2</td>
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<tr>
<td>Low Manpower Hours</td>
<td>112</td>
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## AUGUST

<table>
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<th>Value</th>
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</thead>
<tbody>
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<td>Media Events</td>
<td>1</td>
</tr>
<tr>
<td>Press Releases</td>
<td>4</td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td></td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>Yes</td>
</tr>
<tr>
<td># of Low Manpower Checkpoints</td>
<td>190</td>
</tr>
<tr>
<td>Low Manpower Hours</td>
<td>2</td>
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</table>

## SEPTEMBER

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<tr>
<th>Event</th>
<th>Value</th>
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<tbody>
<tr>
<td>Media Events</td>
<td>0</td>
</tr>
<tr>
<td>Press Releases</td>
<td>3</td>
</tr>
<tr>
<td>Task Force Meeting</td>
<td></td>
</tr>
<tr>
<td>Saturation Patrol Hours</td>
<td>Yes</td>
</tr>
<tr>
<td># of Low Manpower Checkpoints</td>
<td>155</td>
</tr>
<tr>
<td>Low Manpower Hours</td>
<td>0</td>
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**Number of Checkpoints**

<table>
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<tr>
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<tbody>
<tr>
<td>16</td>
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**Number of Checkpoint Hours**

<table>
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<tr>
<th>Value</th>
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<tbody>
<tr>
<td>868</td>
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**Number of Saturation Patrol Hours**

<table>
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<tr>
<th>Value</th>
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<tbody>
<tr>
<td>2249</td>
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**Number of Media Events**

<table>
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<tr>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>6</td>
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</tbody>
</table>

### REGIONAL MEETINGS

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

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>1164</td>
<td>$53.2500</td>
<td>$61,983.00</td>
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### Participating Agencies (Contractual)

<table>
<thead>
<tr>
<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>1953</td>
<td>$49.5400</td>
<td>$96,751.62</td>
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### Lead Agency Coordination Hours

<table>
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<th>Number of Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$0</td>
<td>$0</td>
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### Contractual Coordination Hours

<table>
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<tr>
<td>520</td>
<td>$30.0000</td>
<td>$15,600.00</td>
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### Lead Agency Fringe

<table>
<thead>
<tr>
<th>Retirement</th>
<th>Medicare</th>
<th>Total Fringe Rate</th>
<th>Total Fringe Benefit</th>
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</thead>
<tbody>
<tr>
<td>19.5000%</td>
<td>1.45%</td>
<td>20.95%</td>
<td>$12,985.44</td>
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### Participating Agency (Contractual) Fringe

<table>
<thead>
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<th>Retirement</th>
<th>Medicare</th>
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<th>Total Fringe Benefit</th>
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<tbody>
<tr>
<td>18.9800%</td>
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<td>20.43%</td>
<td>$19,766.36</td>
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<td>Budget Category</td>
<td>Short Description of Budget Item</td>
<td>Quantity</td>
<td>Amount</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>Lead Agency Education</td>
<td></td>
<td></td>
<td>$1,859.49</td>
</tr>
<tr>
<td>Participating Agency Education</td>
<td></td>
<td></td>
<td>$2,902.55</td>
</tr>
<tr>
<td>Lead Agency Transportation Costs</td>
<td></td>
<td></td>
<td>$3,099.15</td>
</tr>
<tr>
<td>Participating Agency Transportation Costs</td>
<td></td>
<td></td>
<td>$4,837.56</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$3,214.00</strong></td>
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<tr>
<td>Travel Expense</td>
<td>Travel to approved safety conference</td>
<td>2</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Supplies/Materials/Other Direct Costs</td>
<td>Supplies and materials to help with OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
<td>$1,514.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>Purchase of equipment to aid in OVI saturation patrol and OVI checkpoints</td>
<td>4</td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>

05/20/2021
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Lead Agency Labor</td>
<td>$61,983.00</td>
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<tr>
<td>Contractual Labor</td>
<td>$96,751.62</td>
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<tr>
<td>Lead Agency Coordination</td>
<td>$0</td>
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<tr>
<td>Contractual Coordination</td>
<td>$15,600.00</td>
</tr>
<tr>
<td>Lead Agency Fringe Benefit</td>
<td>$12,985.44</td>
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<tr>
<td>Contractual Fringe Benefit</td>
<td>$19,766.36</td>
</tr>
<tr>
<td>Lead Agency Education</td>
<td>$1,859.49</td>
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<tr>
<td>Contractual Education</td>
<td>$2,902.55</td>
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<tr>
<td>Lead Agency Transportation Costs</td>
<td>$3,099.15</td>
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<td>Contractual Transportation Costs</td>
<td>$4,837.58</td>
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<tr>
<td>Additional Contractual</td>
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<tr>
<td>Equipment</td>
<td>$1,800.00</td>
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<tr>
<td>Supplies/Materials/Other Direct Costs</td>
<td>$1,514.00</td>
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<tr>
<td>Travel Expenses</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Totals:</td>
<td>$224,999.19</td>
</tr>
</tbody>
</table>
September 1, 2021

Shelley Dickstein
Dayton Police Dept.
335 W. Third Street
Dayton, Ohio 45402

Attention: OVI Coordinator Michelle Moser

Re: FFY 2022 Grant # OVI-2022-Dayton Police Dept.-00006

Dear Ms. Dickstein:

The Federal Fiscal Year (FFY) 2022 grant proposal referenced above is approved for $224,999.19. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is October 1, 2021. The "Agreement Termination Date" is September 30, 2022. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3170 or kdwilliams@dps.ohio.gov.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2021.

<table>
<thead>
<tr>
<th>Catalog of Federal Domestic Assistance (CFDA)</th>
<th>Description</th>
<th>Amount</th>
<th>FAIN Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.818</td>
<td>National Priority Safety Programs</td>
<td>$224,999.19</td>
<td>69A3752130000405DOHL</td>
</tr>
</tbody>
</table>

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2022. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Felice Moretti
Felice Moretti, Director
Ohio Traffic Safety Office

1570 West Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081
(614) 466-3383
www.publicsafety.ohio.gov
**Special Conditions**

In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Ohio Traffic Safety Office (OTSO) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of events/activities in the FFY2022 grant year. If the sub-recipient is unable to complete the approved work plans (e.g., events, enforcement hours, meetings, etc.) in any manner on this grant, the sub-recipient must contact the assigned planner immediately and discuss potential revision(s) to the FFY2022 grant. All Federal and State regulations will apply.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety Not To Exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety, Office of Traffic Safety, administers the Operating a Vehicle While Impaired Task Force (“OVI”) Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, The City of Dayton (City) submitted a federal fiscal year (FFY) 2022 grant application entitled “OVI Task Force” to implement area checkpoints and saturation patrols with approximately fifteen (15) jurisdictions and the Dayton Police Department; and

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

WHEREAS, The Ohio Department of Public Safety has awarded the City Grant Number OVI-2022-Dayton Police Dept.-00006 for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) subject to the City accepting all terms and conditions; and

WHEREAS, It is necessary to meet the grant terms for implementation to begin at the earliest possible date to conduct the required minimum enforcement efforts that will preserve public peace, property, health and safety that this resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the FFY 2022 grant allocation for Catalog of Domestic Assistance (CDFA) No. 20,616 National Priority Safety Programs known as the Montgomery County OVI Task Force grant in an amount not to exceed Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents ($224,999.19) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety.
Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION.....OCTOBER 6,......, 2021

SIGNED BY THE MAYOR.................OCTOBER 6......, 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to Form:

City Attorney
SUPPLEMENTAL STAFFING AGREEMENT FOR SCADA SERVICES

The Department of Water requests permission to enter into an Agreement with Tetra Tech, Inc. in the amount of $5,350,000.00 for the continuation of development and integration of Operational Technology (OT) and Supervisory Control and Data Acquisition (SCADA) systems. This consists of, but is not limited to: planning, programming, data migration, design, integration, implementation, and project management services as it pertains to the Department of Water’s SCADA systems.

This project is being funded using 2021, 2022, 2023, 2024 and 2025 Water, Sanitary and Storm Technology Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2026.

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

A Certificate of Funds in the amount of $1,070,000.00 is attached.

Division

Department

City Manager

FORM NO. MS-16

Digitally signed by Michael
Date: 2021.11.05 10:34:29 -06'00'

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract  

Renewal Contract  

Change Order:

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<th>Expiration Date</th>
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Required Documentation

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

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Attach additional pages for more FOAPALS

Vendor Name: Tetra Tech, Inc.
Vendor Address: 1560 Broadway, Suite 1400 Denver CO 80202
Federal ID: 95-4148514
Commodity Code: 96895
Purpose: Supplemental Staffing Services Agreement for SCADA.

Contact Person: Lisa Burton-Yates

Department/Division Water/Financial Services Date: 11/5/2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] Date: 11/9/21

CF Prepared by: [Signature] Date: 11/9/21

Finance Department

October 18, 2011
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is made this ___ day of ________________, 2021, between the City of Dayton, Ohio, ("City"), and Tetra Tech, Inc., a corporation authorized to conduct business in the State of Ohio, ("Consultant").

WITNESSETH THAT:

WHEREAS, The City desires certain professional services in connection with Professional Services for Staff Supplementation of SCADA/Operational Technology (OT) Support for the City of Dayton, Ohio; and,

WHEREAS, Consultant is willing to perform such professional services and has provided such services to the City over the past six (6) years and therefore uniquely 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, 2026. 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 FIVE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($5,350,000.00) for all services to be provided by Consultant pursuant to this Agreement. All services will be paid according to Attachment B, which is incorporated herein by reference. 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 forty-five (45) 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 at the time the services are performed. 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 proportionate 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 combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Automobile liability insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
(3) Employers’ liability insurance, having a limit of $500,000 for each occurrence.
(4) Professional liability insurance, having a limit of $1,000,000 annual aggregate.
(5) Consultant shall maintain errors and omissions insurance in the amount of $1,000,000.

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

Consultant also shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.
ARTICLE 8. CONFIDENTIALITY
Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being “private.” Such information shall be marked “confidential” and/or “proprietary” by the party providing it.

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

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

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

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

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

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

ARTICLE 11. STANDARD TERMS

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

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

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

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

Consultant: Tetra Tech, Inc.
1560 Broadway, Suite 1400
Denver, CO 80202
Attn: Vicki Scharnhorst, P.E

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

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

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

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

E. WAIVER
A waiver by the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.
F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

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

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

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

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

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

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

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Department of Water is authorized to extend the term of this Agreement for the City.
K. POLITICAL CONTRIBUTIONS
Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

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

M. INTERPRETATION
The parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.

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

CITY OF DAYTON, OHIO

________________________
City Manager

TETRA TECH, INC.

By: _______________________

Title: Division President, RSI

APPROVED AS TO FORM
AND CORRECTNESS:

X John Musto for

City Attorney

Signed by: Musto, John

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

__________________________, 2021

Min./Bk.: _______ Page:__________

________________________
Clerk of the Commission
ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Professional Services for Staff Supplementation of SCADA/Operational Technology (OT) Support for City of Dayton Department of Water
Consultant: Tetra Tech, INC.

SCOPE OF SERVICES

Tetra Tech shall assist the City of Dayton, Department of Water staff by providing SCADA/Operational Technology (OT) staff supplementation services as needed.

I. Consultant agrees to provide the following professional Water SCADA/OT services, which are requested by the City in the manner set forth in Subsection A below, for the Projects at WATER:

a. Instrumentation and control systems engineering for comprehensive SCADA system(s)

b. Design of remote system monitoring and control

c. Data management and trending analysis

d. Coordination with City staff to develop process control strategies

e. Systems programming and integration services

f. Provide Computer Aided Drafting and Design (CADD) as it pertains to any of the work designed or performed

g. Design-Build and installation of complete control solutions utilizing a wide variety of communication media (e.g. copper, fiber optic, and wireless systems) and protocols

h. Design-Build and/or update station monitoring and archiving to:
   1. Provide better data analysis,
   2. Improve efficiency,
   3. Minimize the need for reactive maintenance,
   4. Better target routine maintenance, and
   5. Develop Emergency Alarms

i. Assist in the development of a comprehensive flow monitoring system based on rain events by tracking the following:
   1. Station Flows,
   2. Valve Positions,
   3. Wet Well & Dry Well Sump Pit levels,
   4. Motor operations, and
   5. Rain Gauges

City of Dayton Dept of Water
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j. Design-Build and installation/implementation of security systems/services which include but are not limited to:
   1. Video surveillance,
   2. Intrusion Detection,
   3. Access control, and
   4. Automated force protection measures

k. Provide, test and execute all tools, scripts, and procedures for routine SCADA system functions as it pertains to any of the work designed or performed

l. Provide user documentation and user training materials as it pertains to any of the work designed or performed

m. Provide detailed technical documentation as it pertains to any of the work designed or performed

n. Provide hands-on detailed technical training as part any work performed

o. Provide afterhours and emergency support

p. Perform field acceptance testing jointly with City staff

q. Attend routine project meetings and/or conference calls during active project assignments

r. Submit monthly executive report summaries documenting all work performed in the previous month and providing a look ahead for the coming month

1. Other tasks as requested by the City of Dayton, Department of Water

Consultant will perform SCADA control logic programming in a manner that promotes safety, reliability, and facilitates data acquisition for regulatory, operational, or maintenance metrics.

Consultant will furnish own development keys/licenses for all software utilized, as well as all tools and personal protective equipment (“PPE”). Consultant will comply at all times with all OSHA and Water safety requirements including Lockout/Tag Out and use appropriate PPE in electrical and process areas.

Consultant will provide the City with copies of all code and documentation of all SCADA programming changes.

A. Work Authorizations

All professional SCADA services provided by Consultant hereunder shall be procured by execution of a “Work Authorization.” Once the City identifies a need for professional SCADA service(s) for a Project, it shall notify Consultant’s designated project manager. Such City notification, to be provided by the City’s Director of Water or designee, shall identify a particular Project and provide a general description of the professional SCADA services requested by the City. Thereafter, Consultant shall prepare a Work
Authorization, which shall be in a format substantially similar to the attached and incorporated Exhibit A. Each Work Authorization shall set forth a detailed scope of services, a proposed schedule for performance and estimated completion date, and the compensation at hourly labor rates set forth in Attachment B for the professional services to be provided. Not later than ten (10) business days from receipt thereof, the City shall review the Work Authorization and provide comment and as may be necessary, revisions to Consultant. Once the parties mutually agree to the terms, conditions, and compensation set forth in a Work Authorization, Consultant shall execute it and submit it to the City’s Director of Water (or designees) for approval and execution on behalf of the City. Unless the City requests and engages Consultant to provide professional SCADA services in the manner described in this Subsection C, no expenditure(s) under this Agreement is authorized and Consultant shall be ineligible for payment for that particular service(s).
Exhibit A

CITY OF DAYTON
DEPARTMENT OF WATER

Professional Services for Staff Supplementation of SCADA/Operational Technology (OT) Support

Work Authorization Number: ___________ Date: ___________

WATER - PSA Existing

(Project Title / Identification No.)

This Work Authorization is entered into pursuant to the terms of Staff Supplementation of SCADA/Operational Technology (OT) Support dated _______[Month, Day, Year] (“Agreement”) between the City of Dayton, Ohio (hereinafter referred to as “City”) and Tetra Tech, Inc. (hereinafter referred to as “Consultant”). It is understood that performance of this Work Authorization is subject to the terms and conditions of the above referenced Agreement.

I. SCOPE OF PROFESSIONAL SCADA SERVICES:
   [Description of Professional Services to be performed]

II. TIME OF PERFORMANCE:
   The proposed schedule is as follows:
   [Proposed Project Schedule]

III. COMPENSATION:
   [Detailed Hourly Listing by Support Role / Discipline of Proposed Compensation Based on Agreed Upon Rates]
   Total Compensation not to Exceed: $

IV. ADDITIONAL TERMS AND CONDITIONS:
   [Other terms or conditions]

THIS WORK AUTHORIZATION AGREED TO BY THE PARTIES THIS _____ DAY OF ________, 2021.

Tetra Tech, Inc. CITY OF DAYTON, OHIO

By: ____________________________  (Authorized Signature)  (Authorized Signature)
ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Professional Services for Staff Supplementation of SCADA/Operational Technology (OT) Support for City of Dayton Department of Water
Consultant: Tetra Tech, INC.

Hourly Rate Table

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City Manager’s Report

From: 6340 - Fire/Strategic Prog & Safety
Supplier, Vendor, Company, Individual: Greater Dayton Area Health Information Network (GDAHIN)
Name: Greater Dayton Area Health Information Network (GDAHIN)
Address: 124 E. Third St. Suite 400
Dayton, OH 45402

Date: November 17, 2021
Expense Type: Service Agreement
Total Amount: $65,000.00 (thru 6/30/2022)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>State - Regional Medical Response System</td>
<td>22210-6340-22606-71</td>
<td>$65,000.00</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: Yes
Affirmative Action Program: N/A

Description

Service Agreement for the Greater Dayton Area Health Information Network (GDAHIN)

The Dayton Fire Department ("DFD") requests the attached contract be approved for the purpose of funding the Dayton area Regional Medical Response System.

A Regional Medical Response System assists with coordinating the response to a major biological disaster or similar event that could occur in the city and the region. The funds are used to assist the City of Dayton in providing services and performing work that aids efforts of regional Metropolitan Medical Response System ("MMRS") partners, regional hospitals, local health departments, and the county offices of emergency management. Such work includes the creation of a regional planning concept, refining the Regional Response Plan, and performing exercises which test the efficiency and effectiveness of said plan.

This plan works in conjunction with MMRS. Both plans are developed and managed by DFD's Office of Domestic Preparedness.

This contract is for the period of July 1, 2021 through June 30, 2022. This is an ongoing cooperative arrangement between the DFD and the Greater Dayton Area Health Information Network ("GDAHIN") supported by annual contracts.

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

Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Thomas M Rice
Division
Lykins, Jeff
Department
City Manager
FORM NO. MS-16

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

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name   Greater Dayton Area Health Information Network (GDAHIN)
Address   241 Taylor Street, Suite 130
City   Dayton       State   Ohio     Zip+4   45402
Customer #   31-1438763      Address Location #  
Federal ID#   31-1438763

Revenue Information: Fund   22210       Organization   6340      Revenue   22606       Program   71

Contract Information: Contract Start Date   July 1, 2021      Contract Expiration Date   June 30, 2022

Billing Information: Rate: $65,000.00   Arrears   x      Pre-bill
Monthly (1st month of billing)  
Quarterly (1st month of quarter)   $16,250.00
Semi-annual (1st month of half)   
Annual (1st month of billing)   
Other (explain)   
Rate Change Date   
Rate Change Amount   

Description of Services (wording on invoice): The Dayton Fire Department has been chosen by the State of Ohio to develop, implement and manage a Regional Medical Response System (RMRS). RMRS is a plan that coordinates responses to biological disasters or similar events for the City of Dayton and the region. The City of Dayton contracts with the Greater Dayton Area Health Information Network (GDAHIN) to provide these services.

Departmental Approval  
Lykins, Jeff
Date: 2021-11-05
09:27:28 -04'00'

TO BE COMPLETED BY FINANCE

City Reference Number   13-8763       Auditor   D. Billy      Date   11-5-2021

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance   

(Rev 4/30/2008)
PERSONAL SERVICE CONTRACT
BY AND BETWEEN
GREATER DAYTON AREA HEALTH INFORMATION NETWORK
A SUBSIDIARY OF THE
GREATER DAYTON AREA HOSPITAL ASSOCIATION
AND
THE CITY OF DAYTON, OHIO

PREAMBLE

Greater Dayton Area Health Information Network (hereinafter referred to as "GDAHIN"), a 501(c)3 subsidiary of the Greater Dayton Area Hospital Association ("GDAHA"), whose address is 124 E. Third St. Suite 400 Dayton, OH 45402, and the City of Dayton, Ohio (hereinafter referred to as the "CONTRACTOR"), whose address is 300 North Main Street, Dayton, OH 45402, hereby enter into this contract. For the purposes of this contract, the term "party" means GDAHIN and the CONTRACTOR collectively.

WHEREAS, CONTRACTOR is engaged in the provision of domestic preparedness in the West Central Planning Region;

WHEREAS, GDAHIN has received grant monies from the Regional Healthcare System Coordination for Disaster Preparedness (RHISCDP) Grant (Project#0576052RP1622) provided by The Ohio Department of Health (ODH), Office of Health Preparedness (OHP), to act as a regional disaster preparedness coordinating organization for the hospitals in the region, to assist these hospitals with preparedness planning, and to fund their preparedness efforts according to state and federal guidelines;

WHEREAS, GDAHIN desires to work with CONTRACTOR to develop, implement and enhance disaster preparedness plans, protocols and capabilities of first responders; and,

NOW, THEREFORE, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

ARTICLE I
SCOPE OF WORK AND DELIVERABLES

A. The CONTRACTOR shall:

1. Designate a regional 24-hour 7-day-a-week point of contact for the Regional Medical Response System coordination in order to receive notification for information purposes.
2. Designate a staff person to function as the Regional Medical Response System Coordinator.
PERSONAL SERVICE CONTRACT
BY AND BETWEEN
GREATER DAYTON AREA HEALTH INFORMATION NETWORK
A SUBSIDIARY OF THE
GREATER DAYTON AREA HOSPITAL ASSOCIATION
AND
THE CITY OF DAYTON, OHIO

PREAMBLE

Greater Dayton Area Health Information Network (hereinafter referred to as "GDAHN"), a 501(c)3 subsidiary of the Greater Dayton Area Hospital Association ("GDAHA"), whose address is 124 E. Third St. Suite 400 Dayton, OH 45402, and the City of Dayton, Ohio (hereinafter referred to as the "CONTRACTOR"), whose address is 300 North Main Street, Dayton, OH 45402, hereby enter into this contract. For the purposes of this contract, the term "party" means GDAHN and the CONTRACTOR collectively.

WHEREAS, CONTRACTOR is engaged in the provision of domestic preparedness in the West Central Planning Region;

WHEREAS, GDAHN has received grant monies from the Regional Healthcare System Coordination for Disaster Preparedness (RHSCDP) Grant (Project#05760052RP1622) provided by The Ohio Department of Health (ODH), Office of Health Preparedness (OHP), to act as a regional disaster preparedness coordinating organization for the hospitals in the region, to assist these hospitals with preparedness planning, and to fund their preparedness efforts according to state and federal guidelines;

WHEREAS, GDAHN desires to work with CONTRACTOR to develop, implement and enhance disaster preparedness plans, protocols and capabilities of first responders; and,

NOW, THEREFORE, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

ARTICLE I
SCOPE OF WORK AND DELIVERABLES

A. The CONTRACTOR shall:

1. Designate a regional 24-hour 7-day-a-week point of contact for the Regional Medical Response System coordination in order to receive notification for information purposes.
2. Designate a staff person to function as the Regional Medical Response System Coordinator.
B. The CONTRACTOR shall provide the services and perform the work for Regional Medical Response System ("RMRS") coordination as specified in the following:

1. Instill a regional coalition planning concept cultivating a culture of relationships and responsibilities necessary to insure continued regional planning and encourage appropriate regional response.

2. Coordinate regional coalition planning with the Regional Healthcare Coordinator (GDAHIN) and the Regional Public Health Coordinator.

3. Serve as one of three individuals fulfilling the role of the West Central Ohio Health Care Coalition (HCC) Readiness and Response Coordinator, facilitating planning, training, exercising, operational readiness, evaluation, and ongoing development of the HCC as well as to lead, participate in, or support response activities of the coalition and identify and engage leaders in health care preparedness planning and exercises to promote the resilience of the entire community.

4. Collaborate with the Metropolitan Medical Response System (MMRS) partner agencies/organizations, public safety agencies, Local Health Departments (LHD’s), county Emergency Management Agencies (EMA), hospitals and other coalition partners across the region to reinforce the objectives underlying regional planning and in the development, refinement, and implementation of plans including special pathogens and mass casualty incident (MCI) response. Assist with MCI planning and training to include OHTrac and Surgenet.

5. Continue coordination of the Regional Steering Committee and the RMRS Planning Committee.

6. Attend or provide representation for conference calls, planning/coordination meetings, and trainings as determined by GDAHA to include attendance and participation in not less than 75% of meetings of the following GDAHA Committees, Subcommittees, and other organizations:
   - GDAHA West Central Ohio Healthcare Preparedness Coalition (Domestic Preparedness Coalition)
   - GDAHA Ethics Consortium
   - GDAHA Communications Committee
   - Greater Montgomery County Fire Chiefs Association
   - Miami Valley Fire/FMS Alliance Communications Committee
   - OHTrac Statewide Implementation Committee
   - Greater Miami Valley EMS Council
   - FBI Joint Terrorism Task Force Squad 10
   - West Central Ohio Medical Reserve Corps Coordinators Meetings
   - Hospital & Healthcare Security during Terrorist Events Committee

7. Test, maintain, and improve the Regional Hospital Notification System (RHNS) for Mass Casualty Incidents (MCI).

8. If the leader or coordinator of any committee, ensure completion of an agenda, sign in sheet that includes name, organization and contact information (or other
appropriate documentation of virtual attendance), and meeting minutes, and provide those completed documents to the GDAHIN Regional Healthcare Coordinator (RHC).

9. Develop or assist with planning and implementation of exercises, as requested, for regional and hospital-based exercises.

10. Assist with healthcare coordination during actual incidents, such as Emergency Support Function 8 and other Emergency Operation Center assistance, on-site or other support for hospital fires or evacuations, etc., as required.

11. Continue to monitor and report on worldwide natural and man-made threats against hospitals and the regional healthcare system.

12. Continue to explore potential for direct tie-in of EMS electronic run documentation with area hospital electronic health records (EHR) for both disaster and normal use, and direct an active committee working with a vendor, after research into vendor capabilities.

13. Continue to collaborate with efforts to maintain and improve regional communication systems.

14. Work with hospitals and healthcare organizations (including EMS) on preparations and planning for active shooter hostile events and special pathogens issues.

15. Assist with planning for functional needs populations.

C. GDAHIN may, from time to time as it deems appropriate, communicate specific instructions and requests to the CONTRACTOR concerning the performance of the work and services described in this contract. Upon such notice and within approximately ten (10) days after receipt of instructions, the CONTRACTOR shall comply with such instructions and fulfill such requests to the satisfaction of GDAHIN. It is expressly understood by the parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work and services described in this contract. They are not intended to amend or alter this contract or any part thereof.

E. The CONTRACTOR shall consult with the GDAHIN contract manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion thereof.

ARTICLE II
TIME OF PERFORMANCE

A. Upon approval by the Director of GDAHIN and other appropriate agencies, this contract shall be in effect from July 1, 2021, or upon execution by both parties, whichever is later, through June 30, 2022, unless this contract is suspended or terminated pursuant to ARTICLE VI prior to the termination date.

B. The CONTRACTOR shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in ARTICLE II, Section A, above.
ARTICLE III
COMPENSATION FOR SERVICES

A. In consideration of the services provided pursuant to ARTICLE I of this contract, GDAHIN agrees to pay maximum compensation at the rate of Sixty-Five Thousand Dollars and Zero Cents ($65,000.00) for services rendered under this contract by the CONTRACTOR for the period of July 1, 2021 through June 30, 2022. It is expressly understood by GDAHIN and the CONTRACTOR that the terms of this contract limit the total compensation for services, travel and miscellaneous expenses to a maximum of Sixty-Five Thousand Dollars and Zero Cents ($65,000.00) for the contract period set forth in ARTICLE II. Payments will be made quarterly.

B. The CONTRACTOR shall invoice GDAHIN for services the CONTRACTOR provides. The CONTRACTOR will submit invoicing on a quarterly basis. GDAHIN will reimburse the CONTRACTOR within forty-five (45) days of receipt of a valid invoice for the amount of payment due.

C. GDAHIN represents (1) that it has adequate funds to meet its obligations under this contract; (2) that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this contract. However, it is understood by the CONTRACTOR that the availability of funds is contingent on availability of grant funds through the Department of Health and Human Service Assistant Secretary of Preparedness and Response (ASPR) as administered by the Ohio Department of Health (ODH). If ASPR/ODH fails at any time to continue funding GDAHIN for the payments due hereunder, this contract is terminated as of the date funding expires without further obligation of GDAHIN.

ARTICLE IV
INDEPENDENT CONTRACTOR

A. No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as GDAHIN is interested in the CONTRACTOR’s end product, GDAHIN does not control the manner in which the CONTRACTOR performs this contract. GDAHIN is not liable for the workers’ compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code, respectively. In addition, the CONTRACTOR assumes responsibility for any tax liabilities that result from compensation paid to the CONTRACTOR by GDAHIN.

B. The CONTRACTOR certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any
time during the contractual period the CONTRACTOR becomes disqualified from conducting business in Ohio, for whatever reason, the CONTRACTOR shall immediately notify GDAHIN of the disqualification.

ARTICLE V
RECORDS, DOCUMENTS AND INFORMATION

All records, documents, writings or other information produced or used by the CONTRACTOR in the performance of this contract shall be treated according to the following terms:

A. All GDAHIN information which, under the laws of the State of Ohio is classified as public or private, will be treated as such by CONTRACTOR. Where there is a question as to whether information is public or private, GDAHIN shall make the final determination. The CONTRACTOR shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. The CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of GDAHIN and the State of Ohio. The terms of this section shall be included in any subcontracts executed by the CONTRACTOR for work under this contract.

B. Notwithstanding anything in the foregoing, the parties recognize that the CONTRACTOR is a public entity and is subject to the Ohio Public Records Act, R.C. 143.49. Further, CONTRACTOR agrees, to the extent permitted under Ohio law, to the terms of this Agreement. However, CONTRACTOR’S proper compliance with the Ohio Public Records Act shall not be considered a breach of this Agreement.

ARTICLE VI
SUSPENSION AND TERMINATION

A. Either Party may suspend or terminate this contract for any reason thirty (30) days after delivery of written notice to the non-terminating party.

B. GDAHIN may suspend or terminate this contract immediately after delivery of written notice to the CONTRACTOR if GDAHIN:

1. Discovers any illegal conduct on the part of the CONTRACTOR;

2. Is subject to a loss of funding as set forth in ARTICLE III, Section C.

C. The CONTRACTOR, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract.
D. In the event of suspension or termination under this Article, the CONTRACTOR shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension. GDAHIN shall not be liable for any further claims, and the claims submitted by the CONTRACTOR shall not exceed the total amount of compensation allowed by this contract.

ARTICLE VII
AMENDMENTS

This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. Any written amendments to this contract shall be prospective in nature and shall not be effective unless executed by a duly authorized representative for each party. When a new or different term or condition is added, additional consideration is not necessary to bind the parties.

ARTICLE VIII
LIMITATION OF LIABILITY

A. The CONTRACTOR hereby assumes responsibility for the acts and conduct of its employees and agents in the performance of the services, duties and responsibilities set forth herein. Notwithstanding, the CONTRACTOR does not waive any available immunities under the law.

B. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

ARTICLE IX
SEPARABILITY

This contract shall be governed, construed and enforced in accordance with the laws of the State of Ohio. The parties irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution, performance, or interruption of this contract. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this contract shall not be affected thereby; provided that the absence of the unenforceable provision does not render the performance of the remainder of the contract impossible.

ARTICLE X
INTEGRATION CLAUSE
This contract represents the entire integrated agreement between the parties. This contract supersedes any prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this contract.

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, have executed this contract to indicate their agreement to the above.

CITY OF DAYTON, OHIO

Date

City Manager
(Fed. Tax I.D. #: 316000165)

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

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

, 2020

Min. Bk. Pg.

Clerk of the Commission

GREATER DAYTON AREA
HEALTH INFORMATION NETWORK

Date

Sarah Hackenbracht
President and CEO
Service Agreement for the Public Health - Dayton Montgomery County

The Dayton Fire Department ("DFD") requests permission to enter into an Agreement with Public Health-Dayton & Montgomery County to provide assistance in planning emergency services.

DFD will serve as a planner for assisting Public Health-Dayton & Montgomery County in the emergency response as it related to COVID-19. In consideration for performing the Statement of Work within the agreement, Public Health-Dayton & Montgomery County shall reimburse DFD a total not-to-exceed $15,000.00.

The term of the agreement will run through May 31, 2022

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

Certificate of Revenue is attached.
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name: Public Health-Dayton & Montgomery County
Address: 117 South Main Street
City: Dayton State: Ohio Zip+4: 45422
Customer #: 31-6000172 Address Location #: BI 22
Federal ID#: 31-6000172

Revenue Information: Fund: 22210 Organization: 6340 Revenue: 22606 Program: 71

Contract Information: Contract Start Date: June 1, 2021 Contract Expiration Date: May 31, 2022

Billing Information: Rate: Not to exceed $15,000.00 Arrears: X Pre-bill

Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain): Upon Request

Rate Change Date: N/A Rate Change Amount: N/A

Description of Services (wording on invoice): The Dayton Fire Department has contracted with Public Health-Dayton Montgomery County to serve as a planner for assisting Public Health in the emergency response as it relates to COVID-19.

Departmental Approval: Lykins, Jeff
Digitally signed by Lykins, Jeff
Date: 2021.11.05
10:10:10-04'00"

TO BE COMPLETED BY FINANCE

City Reference Number: 13-0172 Auditor: D. Reilly Date: 11-5-2021

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: 11/5/21

(Rev 4/30/2008)
AGREEMENT

This Agreement is made and entered into the 6th day of October 2021, by and between Public Health-Dayton & Montgomery County, 117 South Main Street, Dayton, Ohio 45422-1280, hereafter called “Public Health” and City of Dayton, 1010 West Third Street, Dayton, Ohio 45402 hereinafter called the “Contractor.”

WITNESSETH:

WHEREAS, Public Health desires to engage the Contractor to provide services in accordance with the Statement of Work set forth below in paragraph 2; and,

WHEREAS, the Contractor has been identified as an entity having the requisite qualifications and expertise to provide such services, and the Contractor represents that she has the requisite qualifications and expertise to provide these services.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Term. The term of this Agreement will begin June 1, 2021 and extend through May 31, 2022. The Contractor shall proceed diligently and expeditiously with the rendition of said services and devote sufficient time to the obligations herein undertaken.

2. Statement of Work. The Contractor shall serve as a planner for assisting Public Health in the emergency response as it relates to COVID-19. No changes to the Statement of Work requirements will be accepted without prior written approval of Public Health.

The Contractor shall perform the following duties in performance of this Agreement:

a) Facilitate and promote collaboration and cooperation among response partners in the eight counties within the West Central Ohio (WCO) region regarding all phases of the COVID-19 response.

b) Attend and actively participate in Incident Management Teams meetings either virtually or in-person and work directly with the Incident Commander and Incident Management Team members.

c) Provide direct involvement with decision making as it relates to the COVID-19 response and response activities.

d) Schedule and coordinate communications, training and meetings for EMS and law enforcement agencies and other preparedness entities.

e) Assist in the development and dissemination of policies and protocols for EMS, and guidance for law enforcement, other preparedness entities, and dispatch centers.

3. Consideration. In consideration for performing the Statement of Work, Public Health shall reimburse the Contractor a not to exceed amount of FIFTEEN THOUSAND DOLLARS ($15,000.00)

4. Invoicing and Payment. The Contractor shall submit invoices which shall include written, signed reports, itemizing in reasonable detail the time and dates spent performing the services indicated above, and a description of the services rendered to the following:

    Public Health – Dayton & Montgomery County
    Attn: Accounting
    117 South Main Street
    Dayton, Ohio 45422

Electronic invoices and supporting documentation may be sent to accts掌able@phdmc.org

The Contractor shall invoice per completed deliverable as described and in the manner set forth above and as indicated in item #2.
5. **Consideration** In consideration of this Agreement, the Contractor shall not bill for any other expenses. Public Health shall pay the Contractor the amounts due pursuant to submitted invoices approximately twenty (20) working days after approval at a regularly scheduled Board of Health meeting, which usually occurs on the first Wednesday of each month.

6. **Audit**. As required, the books, records, documents, and accounting procedures and practices of the Contractor relevant to this Agreement shall be subject to examination by appropriate local and state agencies.

7. **Amendments**. This Agreement shall not be varied except by an instrument in writing properly executed subsequently to the execution of the Agreement by both parties.

8. **Insurance**. The Contractor hereby certifies that it is self-insured in a sum not less than $1,000,000.00 for bodily and personal injury to any person; and in a sum not less than $2,000,000.00 for bodily and personal injury for each accident; and in a sum not less than $500,000.00 for property damage for each accident. A certificate of self-insurance, in a form satisfactory to Public Health, shall be furnished by the Contractor to Public Health upon written request. Such certificate shall provide notice of cancellation and/or change in coverage.

9. **Relationship of Parties**. Nothing herein shall be construed to create an employer-employee relationship between Public Health and the Contractor. It is expressly understood and agreed that Public Health shall not be construed or held out to be an employer, principal, partner, associate, or joint venture of the Contractor. At all times, the Contractor and its employees, agents or contractors shall have the status of an independent contractor. No benefits are extended, and no taxes shall be withheld. The Contractor shall be responsible for the payment of its own tax liabilities including, but not limited to, Federal Withholding Tax, Social Security Tax, City Income Tax and State Income Tax.

10. **Confidentiality**. In the course of performing services pursuant to this Agreement, the parties recognize that the Contractor may come in contact with confidential information. This information may include, but is not limited to, information pertaining to Public Health business operations or its patients/clients, which information may not be disclosed or divulged to anyone other than appropriate Public Health staff or their designees. The Contractor will maintain the confidentiality of Public Health confidential information and shall not disclose it to anyone or use it for any purpose whatsoever other than this Agreement, provided that in the event that the Contractor is legally compelled to disclose such information, the Contractor shall provide Public Health with prompt written notice so that Public Health may seek a protective remedy, if available.

11. **Assignment**. Neither Public Health nor the Contractor shall assign, or in any way transfer, either party's interest in this Agreement without the written consent of the other.

12. **Waiver**. No waiver by Public Health of any terms of this Agreement to be kept, performed and observed by Contractor shall be construed to be or act as a waiver by Public Health of any subsequent default on the part of Contractor.

13. **Liability**. All loss, costs, or damages which may occur to be claimed with respect to any person, or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure.
14. **Notices and Points of Contact.** All notices required or permitted under this Agreement and points of contact shall be given to the following individuals:

**Public Health:**
Larry Cleek  
Public Health-Dayton & Montgomery County  
117 S. Main Street  
Dayton, Ohio 45422-1280  
(937) 224-4483  
lcleek@phdmc.org

**Contractor:**
Kevin Kuntz  
Dayton MMR  
300 North Main Street  
Dayton, Ohio 45402

15. **Termination.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other without any further obligation.

16. **Governing Law.** All matters related to the validity, performance, interpretation or construction of this Agreement shall be governed by the laws of the State of Ohio.

17. **Severability.** If any provision of this Agreement shall prove to be invalid, void or unenforceable, it shall in no way affect, impair or invalidate any other provision, and all other provisions of this Agreement shall remain in full force and effect.

18. **Entire Agreement.** This Agreement is the entire Agreement between the parties and cannot be altered or amended, except by a written amendment signed by each party as described in Section 7 of this Agreement. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written relating to the subject matter herein.

19. **Authority to Bind Principal.** Signatures herein shall 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.

IN WITNESSEES WHEREOF, the parties hereto on the day and year first above mentioned, have executed this Agreement.

**Witness**  

**PUBLIC HEALTH-DAYTON & MONTGOMERY COUNTY**

Jeffrey A. Crowe, MS  
Health Commissioner

CITY OF DAYTON OHIO

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APPROVED AS TO FORM AND CORRECTNESS  
City Manager  
(Fed. Tax ID #316000165)

CITY ATTORNEY
City Manager’s Report

From 2720 – Procurement, Management & Budget
Supplier, Vendor, Company, Individual
Name National League of Cities
Address Membership Lockbox 4047
PO Box 17425
Baltimore, MD 21298-8240

Date November 17, 2021
Expense Type Other, (See Description Below)
Total Amount $10,418.00

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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>General Fund</td>
<td>10000-9880-1221-99</td>
<td>$10,418.00</td>
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Includes Revenue to the City [ ] Yes [x] No
Affirmative Action Program [ ] Yes [ ] No [x] N/A

Description

National League of Cities Membership Dues for 2021

The National League of Cities (NLC) is an advocacy organization in the United States that represents the country’s 19,000 cities, towns and villages along with 49 state municipal leagues. Created in 1924, it has evolved into a leading membership organization providing education, research, support, and advocacy to city leaders across America. Based in Washington, D.C., it is considered part of the ‘Big Seven’, a group of organizations that represent local and state governments in the United States. The NLC provides training to municipal officials, holds conferences, lobbies and provides assistance to cities with educational needs. Membership dues are based on each municipality’s census population data. Today, the NLC represents over 2,000 member cities as a convening organization, support network and representative in federal affairs. Leading priorities for the group include the economy, infrastructure, public safety, technology, education and families.

It is recommended that the City of Dayton renew its membership (for the period November 1, 2021 through October 31, 2022) with The National League of Cities to provide advocacy and related services.

A Certificate of Funds in the amount of $10,418.00 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<th>X</th>
<th>New Contract</th>
<th>☐</th>
<th>Renewal Contract</th>
<th>☐</th>
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<td>Initial Certificate of Funds</td>
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<td>Initial Agreement/Contract</td>
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<tr>
<td>Initial Encumbrance</td>
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| Original CT/CF | $ - |   |
| Increase Encumbrance | $ - |   |
| Decrease Encumbrance | $ - |   |
| Remaining Commission Approval | $ - |   |

| Amount: | $ 10,418.00 |
| Fund Code | 10000 - 9980 - 1221 - 99 - XXXX - XXXX |
| Fund | 10000 |
| Org | 9980 |
| Acct | 1221 |
| Prog | 99 |
| Act | XXXX |
| Loc | XXXX |

| Amount: |   |
| Fund Code |   |
| Fund |   |
| Org |   |
| Acct |   |
| Prog |   |
| Act |   |
| Loc |   |

Attach additional pages for more FOAPALS

Vendor Name: National League of Cities
Vendor Address: Membership Lockbox 4047, PO Box 17425, Baltimore, MD 21298-8240
Street City State Zipcode + 4
Federal ID: 53-0226780
Commodity Code: 961-02
Purpose: membership dues for the period November 1, 2021 through October 31, 2022

Contact Person: Shonda Bryant

DPMB/M&B | 10/26/2021
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 appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature: [Signature]
Date: 11/9/21

CF Prepared by: [Signature]
Date: 11/21/2021
CF/ICT Number: CFA-0169

Finance Department
October 18, 2021
Rashella Lavender
City Clerk
City of Dayton
PO BOX 22
Dayton, OH 45401-0022

Date: 10/07/2021
Invoice #: 175601
Member #: 000003403O
Member Since: 11/01/1957
Membership Expiration: 10/31/2021

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<tr>
<td>11/01/2021 - 10/31/2022</td>
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</tbody>
</table>

NLC thanks you and your fellow municipal officials who work daily to ensure a better government alongside NLC’s 2,500 member cities. YOU strengthen NLC’s political clout and make it possible for us to fulfill our commitment to Helping City Leaders Build Better Communities. Don’t delay; renew your municipality’s membership today!

Beginning October 1, 2021, NLC’s Fiscal Year 2022, NLC member dues will be adjusted per the annual Consumer Price Index (CPI). The annual membership dues adjustment will be a 2.6% increase of current membership dues. If you have any questions, please get in touch with your Member Services and Engagement team at membership@nlc.org or toll-free 877-827-2385.

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Invoice #: 175601
Member #: 000003403O

Rashella Lavender
City Clerk
City of Dayton
PO BOX 22
Dayton, OH 45401-0022

For online payments, visit us at:
https://my.nlc.org/eweb

If paying by check, please make check payable and mail to:

National League of Cities
PO Box 70511, Philadelphia, PA 19176-0511

Total Due: $10,418.00
Amt Remitted: ____________________________
We Value Your Membership!

Rashella Lavender
City Clerk
City of Dayton
PO BOX 22
Dayton, OH 45401-0022

Dear Rashella,

Thank you for being part of the NLC community of 19,000 cities, towns and villages. NLC is committed to working with your municipality to push innovative ideas and strengthen local leaders, especially in these challenging and uncertain times.

NLC is here to support your municipality and its leaders. In the wake of the novel coronavirus, NLC created a trove of resources to help local leaders respond effectively.

This is a reminder that your NLC membership is expiring on 10/31/2021. We offer flexibility to our municipalities for your dues.

Our records indicate that you are the billing contact. However, if this has changed or if you have any questions, please contact our membership team at membership@nlc.org or call 877-827-2385.

Sincerely,

Katrina Loraine Amos Washington
Director, Member Services and Engagement
washington@nlc.org

2021 OFFICERS
President
Kathy Maness
Councilmember
Lexington, South Carolina

First Vice President
Vince Williams
Mayor
Union City, Georgia

Second Vice President
Victoria Woodards
Mayor
Tacoma, Washington

Immediate Past President
Joe Buscaino
Councilmember
Los Angeles, California

Chief Executive Officer/
Executive Director
Clarence E. Anthony

Regional Membership Representatives
KATRINA AMOS
WASHINGTON
Director, Member Services & Engagement
(202) 626-3151
washington@nlc.org

TIMOTHY EVANS
Northeast/Mid-Atlantic Region
(202) 626-3014
evans@nlc.org

ALEJANDRA PIERS-TORRES
Midwest Region
(202) 626-3058
Piers-Torres@nlc.org

KIRK ROSS
West Region
(501) 317-0177
ross@nlc.org

KATIE COLTEN
South Region
(202) 626-3160
kcolten@nlc.org
Dear Member:

Thank you for your continued membership with the National League of Cities. Please note that the National League of Cities has changed its billing address effective October 1, 2021. We ask that you continue to send any membership renewal payments and all correspondence to the address listed below:

National League of Cities
Membership Lockbox-4047
PO Box 70511
Philadelphia, PA 19176-0511

Please kindly update your records to reflect this change. If you have any questions about this change, contact us at 877-827-2385 or via email at membership@nlc.org.

As a reminder, NLC offers a few convenient payments options including:

- **ACH transfer**
  
  Account Name: National League of Cities
  Account Number: 2000033034119
  Routing/ Transit Number: 12100028
  Bank Name: Wells Fargo Bank, N.A.
  Bank Address: 1300 I Street, NW 12th Floor, Washington, D.C. 20005

- **Credit card** at [https://my.nlc.org/eweb](https://my.nlc.org/eweb).

Thank you for your continued membership.

Sincerely,

Katrina Loraine Amos Washington
Director, Member Services and Engagement
washington@nlc.org
FY2021 – FY2022 Membership Dues

In 2017 the National League of Cities Board of Directors adopted a policy to implement an annual dues adjustment based on the Consumer Price Index (CPI). The maximum dues adjustment is capped at three percent (3%), regardless of CPI. Current NLC dues population categories are based on the most recent decennial U.S Census (2010). The membership dues adjustment for FY2022 is 2.6%, effective October 1, 2021. For questions, please call us at 877-827-2385 or email at membership@nlc.org.

Three methods to remit membership dues:

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AN ORDINANCE

Accepting a Proposed Collective Bargaining Agreement with the International Association of Firefighters, Local 136, A.F.L.-C.I.O., Authorizing the City Manager to Execute Said Agreement, and Declaring an Emergency.

WHEREAS, The City of Dayton and the International Association of Firefighters, Local 136, A.F.L.-C.I.O. 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 International Association of Firefighters, Local 136, A.F.L.-C.I.O.; and

WHEREAS, In order to provide for the usual daily operations of the City of Dayton departments affected by the modification of 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 International Association of Firefighters, Local 136, A.F.L.-C.I.O., 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 proposed collective bargaining 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 agreement.

Section 3. For the reasons set forth in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION..........................................., 2021

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

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

City Attorney
AN ORDINANCE

Approving Proposed Amended Civil Service Rules 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; Repealing Existing Civil Service Rules 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; and Declaring an Emergency.

WHEREAS, The City of Dayton Charter provides that the Civil Service Board, subject to the approval of the Commission, shall adopt, amend and enforce a code of rules and regulations, providing for types of appointments in all positions in the classified service; and

WHEREAS, Amendments to Civil Service Rules 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 were proposed by the Civil Service Board on September 23, 2021 and adopted by the Board on October 28, 2021; and

WHEREAS, In order to provide for the usual daily operations of the City of Dayton departments affected by the modification to the Civil Service Rule, and for its timely approval 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 approves proposed amended Civil Service Rules 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, which proposed rules are attached hereto and incorporated herein by reference.

Section 2. That existing Civil Service Rules 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 are hereby repealed.

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.............................., 2021

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

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

City Attorney
November 1, 2021

Mayor Nan Whaley
Commissioner Matt Joseph
Commissioner Jeffrey J. Mims, Jr.
Commissioner Christopher Shaw
Commissioner Darryl A. Fairchild

RE: AMENDMENTS TO CIVIL SERVICE RULES

Mayor and Commissioners:

The Civil Service Board has adopted, and recommends to you for approval, the attached amendments to Civil Service Rules and Regulations.

These amendments were presented at the September 23, 2021 Civil Service Board meeting for review and subsequently approved at their October 28, 2021 meeting. Such amendments are necessary to clear up language in the policies and to ensure that they reflect current practices of the Department and Board.

Upon Commission approval of the Ordinance, the amended Rule will be forwarded to all Directors, Division Managers and Executive Secretaries.

FOR THE CIVIL SERVICE BOARD

Ken Thomas
Secretary and Chief Examiner

KET/smc
AMENDMENTS TO CIVIL SERVICE RULE
Page 2 of 2
November 1, 2021

c:  Torey Hollingsworth, Director, City Commission Office
   Regina Blackshear, Clerk of Commission
   Shelley Dickstein, City Manager
   C. LaShea Lofton, Deputy City Manager
   Joseph Parlette, Deputy City Manager
   Barbara J. Doseck, Director - Law
   Kenneth Couch, Director - Human Resources
   Marcia Knox, Director Field Services, AFSCME, DPSU
   Jerome Dix, President, FOP, Lodge #44
   Kraig Robinson, President, IAFF, Local 136
   Grady Mullins, Dayton Building and Construction Trades Council
SUMMARY CHANGES OF RULES AND REGULATIONS
Presented at September 23, 2021 CSB Meeting

➤ Rule 5: Recruitment and Application for Original Appointment;
   • Section 1, Notice – eliminating newspaper and adding electronic and social media platforms

➤ Rule 6: Open Competitive Examinations;
   • Section 7, Inspection of Papers – Adding email as form of communications

➤ Rule 7: Promotional Examinations;
   • Section 6, Seniority – Clarification regarding computation of seniority

➤ Rule 8: Eligible Lists and Certifications;
   • Section 3, Certification - Addition of NEW language in the Charter 2/17/21 for Police Recruit and Firefighter Recruit selection;
   • Section 5, Removal from Eligible List – (E) Added electronic communications; (F) Added for Police Recruit and Airport Police Officer “City Psychologist”; (I) DELETED the one year look back for marijuana usage regarding safety forces

➤ Rule 10: Probation; - Gender elimination

➤ Rule 11: Transfers and Assignments;
   • Section 3, Voluntary Transfer – Clarification regarding paperwork completion

➤ Rule 12: Demotion; – Gender elimination

➤ Rule 13: Disciplinary or Dismissal Action; – Gender elimination

➤ Rule 14: Procedure on Appeal; – Gender elimination and clarification on legal counsel representation

➤ Rule 15: Layoff Procedure; – Gender elimination

➤ Rule 16: Performance Appraisal; – Gender elimination

➤ Rule 17: Military Service Rule; – Gender elimination

➤ Rule 18: Prohibited Practices; – Gender elimination

➤ Rule 19: Reports and Records;
   • Section 1, (H) – eliminated
RULES AND REGULATIONS OF THE CIVIL SERVICE BOARD FOR THE CITY OF DAYTON, OHIO

RULE 5: RECRUITMENT AND APPLICATION FOR ORIGINAL APPOINTMENT
Approved by Commission December 14, 2016 (Supersedes Issue Date August 20, 2009)

Section 1. NOTICE.
   A. Notice of open competitive examinations for original appointment to the classified service shall be given at least two (2) weeks prior to the date set for an assembled examination. The minimum advertising shall be: (1) by posting notices of examinations in the Civil Service Board Office and (2) by advertisement in at least one newspaper of general circulation in the City of Dayton, on the City of Dayton social media platforms and (3) when and where possible, on other available electronic platforms that promote employment services.
   B. Notice of noncompetitive appointment opportunities and the advertisement of such opportunities, shall be made in such manner as determined by the Secretary and Chief Examiner.

Additional advertising shall be at the discretion of the Secretary and Chief Examiner in conjunction with the Department.

Section 2. APPLICATION FORMS. The Secretary and Chief Examiner shall devise one or more application forms which shall be the exclusive method of applying for entrance into the classified service. This form shall require the applicant to state their name, address, education, training and experience, employment record and such other information as the Secretary and Chief Examiner shall require; and require the applicant to sign the application by hand or acknowledge electronically, provided that the form shall not require the inclusion of any discriminatory information.

Section 3. SUPPORTING DATA. The applicant may be required to submit to the Secretary and Chief Examiner and/or Department, adequate proof to verify any statement made on their application form.

Section 4. FILING DATE. Any applicant wishing to compete for a position must file their application with the Civil Service Board Office no later than the closing date and time set forth in the announcement. The closing date and time will be determined by the Secretary and Chief Examiner.

Section 5. REJECTION OF APPLICATIONS. The Secretary and Chief Examiner may refuse to accept an application for any of the following reasons:
   A. It was not filed within the prescribed time period;
   B. The applicant does not meet the requirements as set forth in the position description and announcement;
   C. The application contains a false statement of a material fact.
If information comes to the attention of the Secretary and Chief Examiner, following acceptance of the application and prior to the examination or the promulgation of an eligible list, which would have resulted in rejection of the application, the applicant may be disqualified.

Section 6. EQUAL EMPLOYMENT OPPORTUNITY. Applications will be accepted without regard to race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, marital status, familial status, or disability except for those classifications for which the Board determines that a bona fide occupational qualification exists.

Section 7. LABORER POSITIONS. Applicants for positions in the labor class may be recruited, examined, certified and appointed in the same manner as applicants in the competitive class.
RULE 6: OPEN COMPETITIVE EXAMINATIONS
Approved by Commission October 19, 2016 (Supersedes Issue Date November 5, 2010)

Section 1. **CONDUCT OF EXAMINATIONS.** All examinations shall be conducted under the supervision of the Secretary and Chief Examiner subject to the policy direction of the Civil Service Board.

Section 2. **EXAMINATIONS TO BE JOB-RELATED.** All examinations shall be designed to test the relative qualifications of applicants to discharge the duties of the particular position(s) which they seek to fill. All examinations shall deal with the knowledge, skills and abilities necessary for satisfactory work performance. No question shall relate to the race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, place of birth, age, marital status, disability, political affiliation or opinion of any applicant.

Section 3. **CONTENTS OF EXAMINATIONS.** Examinations may consist of any one or more of the following types of tests:

A. **Written Test.** This part, when required, shall include a written demonstration designed to show the familiarity of the competitors’ skills, knowledge and abilities involved in the class of positions to which they seek appointment and to ascertain special aptitudes, when required.

B. **Performance Test.** This part, when required, shall include such tests of performance as would determine the ability of candidates to perform the work involved.

C. **Oral Test.** This part, when required, may include a personal interview with competitors for classes of positions where the ability to deal with others, meet the public, make an oral presentation or other similar qualifications are to be determined. This part may also be designed to elicit a demonstration of the criteria enumerated in subsection (A) or (B) above.

Section 4. **TRAINING AND EXPERIENCE REQUIREMENTS.** Training and experience may be assessed from the statements of education and experience contained in the application form or from supplemental data that may be required. Results of reference checks may be part of the evaluation of training and experience.

Section 5. **SCORING EXAMINATIONS.** Examination grades shall be computed in a manner consistent with professional psychometric standards. Parts of an examination, or a combination of parts, may disqualify an applicant from further consideration in the examination process. The Secretary and Chief Examiner shall have the authority to establish pass/fail cutting scores for each examination or part thereof.

Section 6. **BREAKING TIES.** If, after adding all appropriate credits, two (2) or more candidates have the same scores on an examination, the tie will be broken by a random selection method or by such other methods as may be determined by the Secretary and Chief Examiner in advance of an examination.
Section 7. **INSPECTION OF PAPERS.** Examinees, or their authorized representative, will be permitted to review their individual examination papers one (1) time during a designated three (3) day review period.

A. The examinees may review only those questions which were graded as incorrect on their examination papers.

B. Examinees will not be permitted to review copyrighted, standardized tests which have been purchased by Civil Service from test publishing agencies, nor will they be permitted to review test questions on exams which have been developed by outside consultants.

C. **Appeal of Examination Questions.**
   1) If an examinee believes that a question has been improperly graded, they may appeal such question using the appropriate form provided by the Civil Service office.
   2) Following the review period, any appealed items will be presented to selected experts for ruling. Such experts will be chosen by the Secretary and Chief Examiner. The experts’ ruling, with the Secretary and Chief Examiner’s approval, shall be final.
   3) Subsequent to the experts’ decision, exam papers will be regraded if necessary, scores computed, and an eligible list promulgated. Each complainant shall be notified by mail and/or email of the result of their appeal.

Section 8. **CONCEALMENT OF IDENTITY.** The Secretary and Chief Examiner shall adopt procedures to assure that the identity of candidates is properly concealed and that each candidate is credited with their own exam results.

Section 9. **NOTIFICATION OF EXAMINATION RESULTS.** Each person who takes an examination shall be notified of their grade and/or rank on the eligible list.

Section 10. **CANCELLATION OF EXAMINATION.** The Secretary and Chief Examiner may cancel, postpone, reschedule or re-announce any examination for any good and sufficient reason deemed in the best interest of the service.

Section 11. **FIREFIGHTER RECRUIT OR POLICE RECRUIT EXAMINATION.** A person obtaining a passing grade on an open competitive examination for the position of Firefighter Recruit or Police Recruit is eligible to receive preference points as set forth below. Five (5) preference points are the maximum preference points that a person may receive.

A. A person who prior to the date of examination has been honorably discharged from service with any branch of the United States military; or
B. A person who prior to the date of examination is employed by the City and has satisfactorily completed six (6) or more months of full-time employment with the City, as documented by City performance evaluations.
RULE 7: PROMOTIONAL EXAMINATIONS
Approved by Commission January 31, 2018 (Supersedes Issue Date December 30, 2016)

Section 1. GENERAL. Except when inconsistent with any section of this Rule, the provisions of Rule 6 regarding the conduct of open competitive examinations shall apply to promotional examinations. A promotion means moving from a classification of lower maximum pay range into a classification which has a higher maximum pay range, exclusive of fringe benefits. {For Firefighter Recruit and Police Recruit promotional criteria see Section 9.}

Section 2. POLICY. Whenever practicable, vacancies in positions above the lowest rank or grade within a series of similar classifications shall be filled by promotion.

Section 3. ELIGIBILITY FOR PROMOTIONAL EXAMINATION. No person shall be eligible for any promotional examination who:

A. does not meet the criteria of Section 1 above;
B. has not satisfactorily completed their initial probationary period;
C. has been rated as less than proficient in their last two (2) performance appraisals or efficiency reports. (Exception: Where the person has not been in the service for a sufficient length of time to have received two (2) appraisals or reports, they must have been rated at least proficient in one (1) appraisal or report);
D. is no longer employed at the time of examination;
E. was demoted as a result of disciplinary action during the twelve (12) month period preceding the promotional examination.

Section 4. NOTICE OF PROMOTIONAL EXAMINATION. Notice of promotional examination shall be posted in the Civil Service Board Office at least two (2) weeks prior to the date set for the examination.

Section 5. PERFORMANCE APPRAISAL CREDITS. In all promotional examinations, credits shall be added to an individual's passing grade, based upon the rating of their most recent performance appraisal(s).

This credit shall be applied by policy established by the Civil Service Board.

Section 6. SENIORITY. After the final examination grade is computed in a promotional examination, there shall be added to any passing grade a credit for seniority, based upon the employee's length of service from the closing date of the application period. In determining seniority or service time, no service shall be included prior to a period of absence which exceeded one (1) year, except for military leave. If, within a year, an individual who resigned from City service is reinstated by the Board, or obtains reemployment by selection from an eligible list, the calendar days from date of resignation until date of reemployment shall be deducted from their seniority. If the individual is not reappointed within one year from the date of their resignation from City service,
their seniority will be computed from the date of reappointment. The amount of credit shall be one-fourth (1/4) of a percentage point for each year of service, for a maximum of two and one-half (2-1/2) points.

Section 7. BREAKING TIES. If two or more candidates receive the same total grade, including seniority and efficiency points, the tie shall be broken in favor of the candidate with the longest total City service. If a tie still exists, the tie shall be broken by a random selection method, or by such other methods as may be determined by the Secretary and Chief Examiner in advance of an examination.

Section 8. INSPECTION OF PAPERS. Candidates for promotional examination may review their test papers under the criteria outlined in Rule 6, Section 7.

Section 9. FIREFIGHTER RECRUIT OR POLICE RECRUIT EXAMINATION. Promotional qualifications for Firefighter Recruit and Police Recruit examinations are based on the current maximum pay range for Firefighter (Grade 301) and Police Officer (Grade 401) respectfully, exclusive of fringe benefits.

A. Promotional candidates will adhere to the criteria outlined in Rule 7, Sections 1 through 8.

B. A person who prior to the date of examination has been honorably discharged from service with any branch of the United States military and obtaining a passing grade on a promotional exam for the position of Firefighter Recruit or Police Recruit is eligible to receive five (5) preference points.
RULE 8: ELIGIBLE LISTS AND CERTIFICATIONS
Approved by Commission April 7, 2021 (Supersedes Issue Date October 20, 2016)

Section 1. ELIGIBLE LISTS. The Secretary and Chief Examiner will establish and maintain such eligible lists for the various classes of positions as they deem necessary to meet the needs of the service.

A. Open Competitive Lists. Such lists contain the names and final grades in order of rank for those applicants attaining a minimum passing score on open competitive examinations.

B. Promotional Lists. Such lists contain the names and final grades in order of rank for those applicants attaining a minimum passing score for promotional examinations, which are limited to persons already in City Service.

C. Recall Lists. Such lists contain the names of permanent employees who were separated or demoted from their positions because of lack of work or funds, or whose positions were abolished as a result of departmental reorganization. The names of such employees shall be placed on the recall list in the inverse order of their layoff or demotion, and each name shall remain on the list for three (3) years, unless the employee is reappointed earlier. At the discretion of the Board, this period may be extended.

1) Employees in their initial probationary status at the time of layoff are not entitled to have their names placed on the recall list, but instead, shall have their names restored to the top of the appropriate eligible list for a period of one (1) year from the date of layoff.

2) Professional - Technical - Supervisor and Management employees in their initial probationary status at the time of layoff or involuntary conversion to a part-time appointment shall have their names placed on a noncompetitive certification list, for consideration, for a period of one (1) year from the date of layoff or change in type of appointment.

Section 2. REQUISITION. Whenever a department director desires to fill an authorized vacancy in the classified service, they shall submit a requisition, approved by the City Manager, specifying the title of the position to be filled, the date they desire to make the appointment, and such other information as the Secretary and Chief Examiner requires.

The Secretary and Chief Examiner is authorized to investigate any requisition in order to assure that the position is properly classified.

No requisition shall specify the sex of the desired employee, unless sex is a bona fide occupational qualification.
Section 3. CERTIFICATION. On receipt of an approved requisition, the Secretary and Chief Examiner shall certify and refer to the department director the names of eligibles from the appropriate eligible list in the order in which they have placed, including credit for efficiency and seniority when applicable. Positions will be filled in accordance with such ranking.

Eligibles will be selected from lists in the following designated order:

1. Recall – Per Rule 15
2. Voluntary Demotion
3. Promotional
4. Reinstatement after Resignation and/or Medical Separation
5. Open Competitive

If a department director decides not to fill the vacancy, the requisition shall be cancelled by the City Manager, and written justification of such action shall be submitted to the Secretary and Chief Examiner.

A. For the appointment of Police Recruits or Firefighter Recruits, the Secretary and Chief Examiner is authorized to establish and implement a selection process based on merit, efficiency, character, industry and conduct which is not limited to a Rule of One, but may use any lawful process for selection as established per City Charter Article X, Section 97, amended February 17, 2021.

Section 4. CORRECTIONS TO ELIGIBLE LISTS. No eligible list may be changed without approval of the Secretary and Chief Examiner; such action shall be ratified by the Board in a subsequent meeting. Whenever in its judgment the interests of the public so require, the Board may correct or amend any candidate’s score when it appears that an error has been committed.

In case of substantial errors or other irregularities in an examination, the Board shall have the power to rescind an eligible list and to order a new examination. Any appointment made prior to such action shall not be invalidated, and any referral in progress shall be continued to its conclusion.

Section 5. REMOVAL FROM ELIGIBLE LIST. The name of any person on an eligible list may be removed under the following conditions:

A. where good cause exists, the City Manager or their designee, or the Secretary and Chief Examiner may request that a person’s name be removed from the eligible list. The Board shall consider the reason(s) for each request, and if the reason(s) clearly relates to the suitability of the person for the position, the Board may cause their name to be removed;
B. if the person declines the position;
C. if the person fails to respond to an employment notice from the Board;
D. if the person fails to report for interview or background check within five (5) workdays;
E. if the person cannot be located by postal authorities, email and/or other electronic communications provided;

F. upon recommendation from the City Physician and/or in the cases for Police Recruit and Airport Police Officer the City Psychologist;

G. if the eligible list results from a promotional examination, a resignation or other termination from the City service shall be cause for removal of a person from the eligible list;

H. any applicant for the safety forces, who, three (3) years or less prior to the date of the written exam, has ever illegally possessed, knowingly used, sold or distributed any “controlled substance” or abused, sold or distributed a “dangerous drug” as defined by State of Ohio law, may be disqualified;

I. any applicant for the safety forces, who has personally used marijuana one (1) year or less prior to the date of the written exam will be disqualified;

J. any person convicted of an offense that disqualifies the applicant for the position under State or Federal Law.

The appropriate use of legally prescribed medications to the applicant and non-prescription (over-the-counter) medications will not disqualify an applicant.

Written requests for reconsideration of removal from an eligible list must be received within ten (10) calendar days of notification of removal. Upon submission of a satisfactory explanation, the Board may restore an applicant to the list. Any appointment made prior to such action shall not be invalidated and any referral in process shall be continued to its conclusion.

Section 6. REINSTATEMENT TO ELIGIBLE LIST AFTER RESIGNATION AND/OR MEDICAL SEPARATION. A former full-time employee in the competitive class with permanent status for a minimum of one (1) year, who has resigned or medically separated from the classified service in good standing may, within one (1) year following their resignation or medical separation, be reinstated to a special eligible list which shall have a duration of one (1) year, for the classification in which they had served at the time of separation, and shall have first priority to appointment after appointment of any persons on an existing promotional eligible list for that classification. Reinstatement requests must be made in writing to the Board, and it may request a recommendation from the head of the department or agency in which the employee last served.

A. A medical separation may occur when an employee is unable to perform the essential functions of their duties or classification with or without a reasonable accommodation due to mental, sensory, or physical incapacity. Medical separation is not disciplinary action, and does not apply for probationary employees.
Section 7. **DURATION OF ELIGIBLE LISTS.** The term of an eligible list is fixed at one (1) year from the date of promulgation, provided that;

A. The Board may, at its discretion, prior to the date of expiration of eligibility, extend the period of eligibility for any competitive position, provided the total period of eligibility shall not exceed two (2) years.

B. When the Board anticipates that a current eligible list will not supply the needed number of job candidates, or when it is desirable to ensure that there is no delay between the expiration of one list and the establishment of a new list, it may schedule an examination and publish a consecutive eligible list which shall become effective after the current list is exhausted of candidates, or expires due to the time limitations stated in subsection A above.

C. Safety Forces – As it pertains to competitive examinations for safety forces positions, the Board, at its discretion and prior to the date of expiration of eligibility, may extend the period of eligibility on a year for year basis, provided the total period of eligibility shall not exceed four (4) years.

Section 8. **REFERRAL FROM EXPIRED ELIGIBLE LIST.** Employment referrals shall continue to be made from an eligible list that was active on the date that a Personnel Requisition was authenticated by the City Manager and received in Civil Service until:

A. the position is filled, or;

B. the eligible list is exhausted.

Section 9. **WAIVER OF APPOINTMENT.** An applicant may request a waiver of a referral due to temporary physical incapacity, active military duty, or other temporary inability. A request for waiver must be submitted in writing to the Board within five (5) work days of referral. The applicant requesting a waiver cannot withdraw such request. Upon receipt of a waiver request, referral to the vacant position(s) will be made from the remaining eligibles in accordance with their rank on the eligible list. The Board may grant or deny such waiver and shall enter upon its minutes the reasons for its action in each case. When a waiver is denied the applicant's name shall be stricken from the appropriate list. Unless the Board limits the duration of the waiver, a waiver once granted remains in effect until 1) the applicant notifies the Board in writing that the basis for waiver has ended, or 2) except for military waivers, the eligible list has expired.
RULE 10: PROBATION
Approved by Commission May 25, 2011 (Supersedes Issue Date August 13, 1984)

Section 1. INITIAL APPOINTMENT. All persons initially appointed in the competitive or noncompetitive class shall be subject to a probationary period. This period is regarded as an integral part of the examination process and may be used to remove any employee who does not meet the required standards of professional and personal performance, with no right of appeal.

Section 2. LENGTH. The initial probationary period shall be for six (6) months following appointment. The probationary period shall be extended by the number of days during which the employee was absent without pay within his/her their probationary period. A probationary employee may be discharged at any time within said period of six (6) months upon the recommendation of the director of the department or agency in which said probationer is employed, with the approval of the City Manager and the majority of the Board.

Section 3. PROBATIONARY REPORT. A performance appraisal must be submitted by the department director to the Secretary and Chief Examiner before the end of the probationary period, or at the time of probationary separation. If the employee's services are unsatisfactory and he/she they are is to be discharged, the performance appraisal must include reasons in support of removal. Additionally, the department director will provide the probationer with copies of any recommendation for discharge from service.

Section 4. STATUS OF SEPARATED PROBATIONARY EMPLOYEE. An employee separated prior to the end of his/her their initial probationary period, or resigning in lieu of dismissal, has no right of appeal. The employee will also be ineligible for any appointment to the classified service for a period of two (2) years, unless, in the judgment of the Board, the cause of his/her their removal would not affect the employee's usefulness in some other type of employment.

Section 5. PERMANENT EMPLOYEE. An employee who has served an initial probationary period is subject to an additional six (6) month probationary period upon promotion or appointment to a new classification under the competitive or noncompetitive process. An employee whose position is being changed to part-time status, voluntarily or involuntarily, will not serve an additional six (6) month probationary period. In the case of unsatisfactory performance of such an employee, the department director may submit to the Board a recommendation for his/her their removal from the position under the following procedures:

A. An employee who fails to qualify during his/her their probationary period following promotion has the right to return to his/her their last previous classification, or to an equal or lower position for which qualified. Such action will not cause the displacement or reduction of any other City employee.
B. A department director's recommendation for a change in a permanent employee's status due to failure to satisfactorily complete the probationary period must clearly address those aspects of direct job performance which were unsatisfactory (such as the inability to operate new equipment, or the inability to learn and apply new job techniques, etc.). Incidents which would normally give rise to Charges and Specifications being brought against the employee because of misconduct should be administered through the Employee Discipline process, and should not serve as the basis for the reduction of an employee's status during the probationary period.
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RULE 11: TRANSFERS AND ASSIGNMENTS
Approved by Commission July 25, 1984 (Supersedes Issue Date N/A)

Section 1. TRANSFER. Upon prior written notification to the Board, the City Manager may transfer an employee from one department, agency, or division to another provided that:
   A. no change in classification is involved;
   B. the employee has already served the probationary period;
   C. no disciplinary action is pending before the Civil Service Board;
   D. no displacement of another employee occurs;
   E. no promotional eligible list exists.

Section 2. ASSIGNMENT. An employee in the classified service may be assigned duties of a different, but substantially equal, classification. Such assignments shall not exceed thirty (30) days without prior approval of the Secretary and Chief Examiner.

Section 3. VOLUNTARY TRANSFER. The City Manager may transfer an employee from one department to another, and a department director may transfer an employee from one division to another within the same department, at an employee's request, provided no change in classification is involved, and no displacement of another employee occurs. and upon completion of approved forms submitted to Civil Service. No voluntary transfer from one department to another can be made unless the employee has served at least six (6) months in the department from which transfer is being made.

No transfer will be made if a promotional eligible list exists for the position to which transfer is recommended, unless the same promotional eligible list can be used to replace the transferring employee.

All interdepartmental transfers must be approved by the Civil Service Board.

Section 4. TRANSFER - GENERAL. A transferred employee is not subject to a new probationary period.
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RULE 12: DEMOTION
Approved by Commission May 25, 2011 (Supersedes Issue Date August 13, 1984)

Section 1. VOLUNTARY DEMOTION. An employee may request demotion to a position that he/she
they held previously by permanent appointment. Such request will be granted only if a vacancy exists in the
classification to which his/her they seeks demotion. Approval of the City Manager and the Secretary and Chief
Examiner is required. If a demotion is requested when no vacancy exists, the employee may be placed at the top
of a promotional and/or open eligible list for the title to which the employee seeks demotion.

Section 2. VOLUNTARY DEMOTION – CHANGE IN TYPE OF APPOINTMENT. A Professional
– Technical – Supervisor and Management employee, upon prior written notification, may request a voluntary
change in type of appointment of thirty-five (35) or less hours per week. Such request shall be granted with the
approval of the City Manager and Secretary and Chief Examiner. Employee may request to return to his/her their
last previous full-time classification with the approval of the City Manager and Secretary and Chief Examiner.

Section 3. DEMOTION BECAUSE OF PHYSICAL INCAPACITY. When an employee becomes
temporarily or permanently incapacitated for the performance of his/her their duties due to their physical or
mental condition, as medically documented by the Department of Human Resources, the department director,
with the approval of the City Manager, may demote the employee to a position in a lower grade for which his/her
is they are qualified, and which is within his/her their physical capabilities. Such a demotion may be temporary
or permanent. Such a demotion can be made only if a vacancy exists, and the Board shall be notified of such
action.

If the employee objects to demotion for disability reasons, he/she they shall have the right of appeal to the
Board.
RULE 13: DISCIPLINARY OR DISMISSAL ACTION
Approved by Commission July 25, 1984 (Supersedes Issue Date N/A)

Section 1. DISCIPLINARY/DISMISSAL POLICY. The tenure of every employee in the classified service shall be conditioned on the satisfactory conduct of the employee and continued, efficient performance of assigned duties and responsibilities. A permanent employee may be dismissed, demoted, or suspended for cause.

Section 2. CAUSES FOR DISCIPLINARY OR DISMISSAL ACTION. The following are among the non-exclusive causes which shall be sufficient for dismissal, demotion or suspension:

A. Absence without leave or failure to return from leave;
B. Conduct unbecoming an employee in the public service;
C. Inability to perform job duties due to mental or physical disability of a permanent or temporary nature;
D. Incompetency, inefficiency, or neglect of duty;
E. Insubordination;
F. Under influence of drugs or alcohol while on duty;
G. Negligent or willful or wanton damage to public property or waste or unauthorized use of public supplies or equipment;
H. Violation of any lawful or reasonable regulations or orders made and given by a superior;
I. Violation of any enacted or promulgated statute, ordinance, rule, policy, regulation, or other law;
J. Conviction of a felony or misdemeanor which adversely bears on the employee's suitability for continued employment;
K. Violation of any provision of the City Charter.

Section 3. ABSENCE WITHOUT LEAVE. No employee shall absent him/herself themselves from duty without permission of his/her their supervisor or other appropriate official.

After twenty-four (24) scheduled work hours of absence without reporting, the department director may declare the position vacant and report the employee as having resigned. Such a resignation may be set aside, upon the recommendation of the City Manager, with the approval of the Board, if the employee submits a reasonable explanation for his/her their failure to report the absence.

Section 4. DISCIPLINARY DEMOTION. Any employee who is demoted as the result of disciplinary action shall not displace any permanent employee or probationary employee in good standing.
RULE 14: PROCEDURE ON APPEAL
Approved by Commission December 14, 2011 (Supersedes Issue Date August 13, 1984)

Section 1. DEFINITIONS.
A. "Disciplinary Authority" means the officer, commission, board, or body having the power to dismiss, suspend, or reduce in rank any employee in the classified service.
B. "Disciplinary Action" means the dismissal, reduction, or suspension of any employee in the classified service.
C. "Appellant" means any employee in the classified service appealing a disciplinary action to the Civil Service Board.

Section 2. NOTICE OF APPEAL.
A. Any employee in the classified service against whom disciplinary action is taken by the Disciplinary Authority may appeal therefrom to the Civil Service Board no later than ten calendar (10) days from the effective date of such disciplinary action.
B. An Appeal Request form, (which is written notice of appeal), shall be filed with the Civil Service Board office. Such notice of appeal shall contain the name and current mailing address of the Appellant, the disciplinary action appealed, and the effective date of the disciplinary action.
C. When any employee of the City of Dayton in the classified service who has been suspended, reduced in rank, or dismissed from the service, appeals to the Civil Service Board, the Board shall schedule a hearing no later than forty-five (45) calendar days from the date of receipt of the appeal, or at such other time as may be agreed to by the Appellant and the Civil Service Board.
D. Such hearing shall be open to the public unless otherwise requested by the Appellant and approved by the Board.
E. The appeal may be heard by the Board or a Hearing Officer appointed by the Board, either by direct employment or by contract. The Hearing Officer shall be an Attorney at Law. Appeals of disciplinary actions resulting in dismissals may be heard by a Hearing Officer only with the express consent of the Appellant.

Section 3. CONTINUANCES. The Board, or its Hearing Officer conducting the hearing, may grant continuances for good cause shown.

Section 4. CHARGES AND SPECIFICATIONS. The Board or its Hearing Officer shall hear the evidence upon the Charges and Specifications as filed with it by the Disciplinary Authority. No material
amendment of or addition thereto will be considered. Charges that have been dismissed by the Disciplinary Authority shall not be considered.

Section 5. PROCEDURE AT HEARINGS.

A. The Disciplinary Authority shall be represented by the City Attorney or other counsel appointed by the City Attorney. The Appellant may represent himself or herself or may be represented by any person legal counsel of his/her own choosing.

B. The order of proof shall be as follows:

1) The Disciplinary Authority shall present its evidence in support of the Charges and Specifications and disciplinary action taken.

2) The Appellant may then present such evidence as his/her they may wish to offer in his/her their defense to the Charges and Specifications and disciplinary-action taken.

3) The Disciplinary Authority shall then present rebuttal evidence to issues raised by the Appellant in the presentation of his/her their defense.

4) The Board or its Hearing Officer may, in its or his/her discretion hear arguments.

C. The Board or Hearing Officer conducting a hearing shall have full authority to control the procedure of the hearing, including the authority to admit or exclude testimony or other evidence and to rule upon all objections. In so doing, the Board or Hearing Officer shall not be bound by the Rules of Evidence. The Board or Hearing Officer conducting the hearing shall have the authority to take any actions that it deems necessary and proper for the conduct of such hearing. In cases heard by the Board, the Board shall designate one of its members as the presiding member.

D. All testimony shall be taken under oath or affirmation, and shall be recorded by a certified stenographic reporter. All testimony shall be subject to cross-examination by the party against whom it is offered.

E. Where an appeal is heard by a Hearing officer, said Officer shall, upon due consideration of the evidence adduced at the hearing, oral argument, and/or briefs of the parties, submit to the Board within thirty (30) days of the completion of the hearing or the submission of written arguments or briefs whichever occurs later, a written report setting forth his/her their findings of fact and conclusions of law, and a recommendation of action to be taken by the Board.

Section 6. DECISION OF THE BOARD.

A. A majority of the Board, after due consideration of the record and, when applicable, the report of the Hearing Officer, shall, within thirty (30) days after the hearing or filing of the
Hearing Officer's report, whichever is later, issue a decision on the appeal in writing, which decision may be to affirm, disaffirm, or modify the disciplinary action of the Disciplinary Authority. In such decision, the Board shall state its findings of fact found separately from its conclusions of law.

B. The decision of the Board shall be filed with the Secretary and Chief Examiner, who shall forthwith serve copies thereof upon the Appellant and his/her representative and the Disciplinary Authority. The decision of the Board shall be a final order, and may be appealed by either the Appellant or by the Disciplinary Authority, as provided by general law.
RULE 15: LAYOFF PROCEDURE
Approved by Commission August 14, 1996 (Supersedes Issue Date August 13, 1984)

Section 1. LAYOFF PROCEDURE. (Except Sworn Police & Fire Personnel) Whenever a position is abolished, the employee with least City-wide seniority in the classification or, in a classification subsequently affected, shall be removed if no vacancy exists. If two employees so affected have identical City-wide seniority, the employee with the least service time in the classification shall be removed. In determining seniority or service time, no service shall be included prior to a period of absence which exceeded one (1) year, except for military leave, and no time served in the unclassified service shall be included. If, within a year, an individual who resigned from City service is reinstated by the Board or obtains reemployment by selection from an eligible list, the calendar days from date of resignation until date of reemployment shall be deducted from his/her seniority. If the individual is not reappointed within one year from the date of his/her resignation from City service, his/her seniority will be computed from the date of reappointment. Other deductions of service credit will be defined by a Civil Service Board published policy. The continued tenure of any employee so removed from a position shall be determined in the following manner:

A. The employee shall be transferred to any other classification in the same grade previously held by permanent appointment.

B. If not entitled to a position under the above, the employee shall be demoted to a lower grade position within the series in descending order, whether or not said employee has previously held such a position.

C. If not entitled to a position under the above, the employee shall be demoted to a lower grade position previously held by permanent appointment in descending order, commencing with the last previously held position.

D. If not entitled to a position under the above, the employee shall be demoted to a lower grade position in the labor group. An employee who is demoted into the labor group shall displace the employee in the group with the least City-wide seniority.

E. If the employee is not entitled to a position under the above, or waives his/her rights to a position under either A, B, or C above, said person may be appointed to a vacancy in the "labor group" as determined by the Secretary and Chief Examiner.

F. In the event the employee is not entitled to any position, or waives his/her rights to all positions under the above, said person shall be laid off.

Any employee appointed or demoted to the labor group shall meet the minimum literacy and physical requirements, and any special qualification (e.g., driver's license) for such position.
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Section 2. LABOR CLASS. Persons in the labor service shall be laid off consistent with the provisions affecting other groups of services; namely, that employees with least total time of actual employment shall be laid off first. The positions designated for inclusion in the labor group shall be determined by the Board and published as a policy.

Section 3. LAYOFF PROCEDURE. (Sworn Police and Fire Personnel) Whenever positions are abolished in Police and Fire, displacement will proceed from the highest position affected to successively lower positions. The employee with the least in-grade seniority shall be displaced.

Said employee shall be included with all other employees in the next lower grade. In-grade seniority will then be computed for this group and the person with the least in-grade seniority shall be displaced. Such computations will be made for each successively lower grade with the employee having the least seniority in the lowest grade subject to layoff.

Sworn Police and Fire personnel cannot displace persons in any other employee group. However, they may be appointed to a vacancy in the labor group as determined by the Secretary and Chief Examiner.

Section 4. REINSTALLMENT. Any employee in the classified service laid off under "Layoff" provisions may be reinstated, in accordance with Rule 8. An employee recalled from layoff shall be credited with his/her full seniority for all of his/her active service, for purposes of determining eligibility for promotional examinations. His/her shall not be subject to a new probationary period; but if he/she was they were laid off from a position in which original appointment is dependent in part upon passage of a physical examination, another physical examination will be required at the time of recall if such separation exceeded ninety (90) days.
RULE 16: PERFORMANCE APPRAISAL
Approved by Commission July 25, 1984 (Supersedes Issue Date N/A)

Section 1. APPRAISAL SYSTEMS. The City Manager will develop one or more systems for the appraisal of employee performance and will provide necessary training for each appraiser in the use of the system of which they are a part. To the extent possible, any system so devised will include provision for consultation between appraiser and subordinate as a part of the appraisal process. The Civil Service Board will determine the minimum acceptable standards for continued employment with the City.

Section 2. USE OF APPRAISAL SYSTEMS. Any system so adopted will include the overall appraisal of performance representing the judgment of the rater on the employee's total performance during the rating period. The appraisal system may be used for any of the following purposes:

A. To counsel employees, so that they have a clear understanding of their duties and responsibilities, the work of their department, and the objectives toward which they should strive.

B. To improve performance by describing strengths and weaknesses of employee performance, and suggesting means for improvement of any weaknesses.

C. To evaluate employees for merit increases in salary within the salary range.

D. As a step in the process of corrective disciplinary action.

E. As an element in any competitive promotional examination in accordance with Rule 7.

Section 3. EMPLOYEE PARTICIPATION. Each employee rated in accordance with the Rule has the right to receive a copy of the rating, and to discuss it with the evaluator.
RULE 17: MILITARY SERVICE RULE

Approved by Commission July 25, 1984 (Supersedes Issue Date N/A)

Section 1. POLICY. No City employee or person on an eligible list for City employment will be made to suffer any loss of job rights as a result of his/her them being called into military service.

Section 2. RESTORATION TO POSITION. A classified employee called into active duty in any of the United States armed forces shall be returned to his/her their City position if he/she makes they make application within ninety (90) days following discharge from active duty. If he/she was they were called into such duty during his/her their City probationary period, the probationary period shall be extended by the number of calendar days absent in that period as a result of such duty.

Section 3. ELIGIBLES CALLED INTO MILITARY DUTY. If a person whose name is on an eligible list for City employment is called into military service, his/her they may make application to the Board, within ninety (90) days following termination of his/her their active duty, to have his/her their name restored to the eligible list.

Section 4. LIMITATIONS. The foregoing does not apply to a person who holds only a temporary, seasonal, part-time, or emergency appointment in City service.

Section 5. VOLUNTARY ENLISTMENT INTO MILITARY DUTY.
A. An employee who voluntarily enlists for military duty must request Board approval of an extended leave of absence, and the length of approved leave of absence shall be consistent with the limitations set forth in the Veterans' Reemployment Rights Statute in effect at that time. Application for return to his/her their City position must be made within ninety (90) days following discharge from active duty. If he/she they enlisted during his/her their City probationary period, the probationary period shall be extended by the number of calendar days absent in that period due to said military service.
B. A person whose name appears on an eligible list(s) for City employment, who voluntarily enlists for military duty, may, within ninety (90) days following termination of his/her their active duty, make application to the Board to have his/her their name restored to the eligible list(s).
RULE 18: PROHIBITED PRACTICES
Approved by Commission July 25, 1984 (Supersedes Issue Date N/A)

Section 1. FRAUD IN EXAMINATIONS. If a candidate, during an examination, is found to be
using, without permission, any extraneous information such as other candidates' papers, memoranda, crib notes,
pamphlets and/or books of any kind or otherwise is found to have cheated, his/her their exam papers shall be
taken and the Secretary and Chief Examiner shall have them graded with a zero (0) and note on the exam papers
the reason for such marking. Such applicant may be barred from taking any future examination as determined by
the Civil Service Board.

Section 2. FRAUD BY EXAMINERS. No examiner, including special examiners either from other
City departments or from outside the City service, shall willfully or corruptly make a false mark, grade, estimate,
or report on an examination with respect to the proper standing of any person examined; or furnish to anyone
special or secret information for the purpose of improving or injuring the prospects or chances for the
appointment, employment, or promotion of any person examined or to be examined. If such person is in the
employ of the City, he/she they shall be subject to dismissal. If he/she is they are not a City employee, his/her
their contract for services to be provided with regard to this or any other civil service examination shall be
cancelled, and no payment made thereunder for any services previously rendered.

Section 3. PARTICIPATION BY RELATIVES. No Civil Service Board staff member shall take any
part in the preparation, administration, or grading of any examination in which a relative is a candidate. It shall be
the obligation of the staff member to notify the Secretary and Chief Examiner whenever he/she learns they learn
that a relative is expected to be a candidate. Thereupon, the Secretary and Chief Examiner shall take all necessary
steps to assure the integrity of the examination.

In case of willful failure to so notify the Secretary and Chief Examiner, the staff member shall be subject
to disciplinary action, and if privileged information was transmitted from the staff member to the candidate, the
candidate shall be disqualified from the examination, or if the examination has already been held, his/her their
name shall be removed from the eligible list, or if he/she has they have received an appointment, he/she they shall
be subject to discharge.

Inasmuch as it is the intent of this section to maintain the integrity of the examination process, it shall not
be necessary to establish that privileged information was actually transferred from staff member to candidate, in
order to apply the penalty to the staff member.
RULES AND REGULATIONS OF THE
CIVIL SERVICE BOARD
FOR THE CITY OF DAYTON, OHIO

RULE 19: REPORTS AND RECORDS
Approved by Commission July 25, 1984 (Supersedes Issue Date N/A)

Section 1. REPORTS TO THE BOARD. Appointing officers shall make prompt and complete reports to the Board on the following matters, on forms prescribed or by letter where no forms are prescribed:

A. Appointments of any type.
B. Reinstatements, promotions, transfers, or any other change of employee status.
C. Declination of appointments by persons certified for consideration of appointment.
D. Disciplinary actions, including suspension, demotion, or dismissal.
E. Salary changes.
F. Creation of new positions, or material changes in duties of any positions.
G. Changes of address of any employees.
H. Copy of each payroll as submitted to the Director of Finance.

Section 2. PAPERS PROPERTY OF THE BOARD. All original papers, applications, examinations, certificates, legal documents, etc., are the property of the Civil Service Board and will be filed in the Civil Service Board Office and kept for not less than one (1) year, except that examination papers of those failing to qualify may be destroyed after sixty (60) days. The Secretary and Chief Examiner, with Board approval, will develop a retention schedule for all other records maintained under the supervision of the Board.
RULE 5: RECRUITMENT AND APPLICATION FOR ORIGINAL APPOINTMENT
Approved by Commission _______________ (Supersedes Issue Date December 30, 2016)

Section 1. NOTICE.

A. Notice of open competitive examinations for original appointment to the classified service shall be given at least two (2) weeks prior to the date set for an assembled examination. The minimum advertising shall be: (1) by posting notices of examinations in the Civil Service Board Office (2) by advertisement on the City of Dayton social media platforms and (3) when and where possible, on other available electronic platforms that promote employment services.

B. Notice of noncompetitive appointment opportunities and the advertisement of such opportunities, shall be made in such manner as determined by the Secretary and Chief Examiner.

Additional advertising shall be at the discretion of the Secretary and Chief Examiner in conjunction with the Department.

Section 2. APPLICATION FORMS. The Secretary and Chief Examiner shall devise one or more application forms which shall be the exclusive method of applying for entrance into the classified service. This form shall require the applicant to state their name, address, education, training and experience, employment record and such other information as the Secretary and Chief Examiner shall require; and require the applicant to sign the application by hand or acknowledge electronically, provided that the form shall not require the inclusion of any discriminatory information.

Section 3. SUPPORTING DATA. The applicant may be required to submit to the Secretary and Chief Examiner and/or Department, adequate proof to verify any statement made on their application form.

Section 4. FILING DATE. Any applicant wishing to compete for a position must file their application with the Civil Service Board Office no later than the closing date and time set forth in the announcement. The closing date and time will be determined by the Secretary and Chief Examiner.

Section 5. REJECTION OF APPLICATIONS. The Secretary and Chief Examiner may refuse to accept an application for any of the following reasons:

A. It was not filed within the prescribed time period;

B. The applicant does not meet the requirements as set forth in the position description and announcement;

C. The application contains a false statement of a material fact.

If information comes to the attention of the Secretary and Chief Examiner, following acceptance of the application and prior to the examination or the promulgation of an eligible list, which would have resulted in rejection of the application, the applicant may be disqualified.
Section 6. **EQUAL EMPLOYMENT OPPORTUNITY.** Applications will be accepted without regard to race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, marital status, familial status, or disability except for those classifications for which the Board determines that a bona fide occupational qualification exists.

Section 7. **LABORER POSITIONS.** Applicants for positions in the labor class may be recruited, examined, certified and appointed in the same manner as applicants in the competitive class.
RULE 6: OPEN COMPETITIVE EXAMINATIONS
Approved by Commission ______________ (Supersedes Issue Date October 20, 2016)

Section 1. CONDUCT OF EXAMINATIONS. All examinations shall be conducted under the supervision of the Secretary and Chief Examiner subject to the policy direction of the Civil Service Board.

Section 2. EXAMINATIONS TO BE JOB-RELATED. All examinations shall be designed to test the relative qualifications of applicants to discharge the duties of the particular position(s) which they seek to fill. All examinations shall deal with the knowledge, skills and abilities necessary for satisfactory work performance. No question shall relate to the race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, place of birth, age, marital status, disability, political affiliation or opinion of any applicant.

Section 3. CONTENTS OF EXAMINATIONS. Examinations may consist of any one or more of the following types of tests:

A. Written Test. This part, when required, shall include a written demonstration designed to show the familiarity of the competitors' skills, knowledge and abilities involved in the class of positions to which they seek appointment and to ascertain special aptitudes, when required.

B. Performance Test. This part, when required, shall include such tests of performance as would determine the ability of candidates to perform the work involved.

C. Oral Test. This part, when required, may include a personal interview with competitors for classes of positions where the ability to deal with others, meet the public, make an oral presentation or other similar qualifications are to be determined. This part may also be designed to elicit a demonstration of the criteria enumerated in subsection (A) or (B) above.

Section 4. TRAINING AND EXPERIENCE REQUIREMENTS. Training and experience may be assessed from the statements of education and experience contained in the application form or from supplemental data that may be required. Results of reference checks may be part of the evaluation of training and experience.

Section 5. SCORING EXAMINATIONS. Examination grades shall be computed in a manner consistent with professional psychometric standards. Parts of an examination, or a combination of parts, may disqualify an applicant from further consideration in the examination process. The Secretary and Chief Examiner shall have the authority to establish pass/fail cutting scores for each examination or part thereof.

Section 6. BREAKING TIES. If, after adding all appropriate credits, two (2) or more candidates have the same scores on an examination, the tie will be broken by a random selection method or by such other methods as may be determined by the Secretary and Chief Examiner in advance of an examination.
Section 7. INSPECTION OF PAPERS. Examinees, or their authorized representative, will be permitted to review their individual examination papers one (1) time during a designated three (3) day review period.

A. The examinees may review only those questions which were graded as incorrect on their examination papers.

B. Examinees will not be permitted to review copyrighted, standardized tests which have been purchased by Civil Service from test publishing agencies, nor will they be permitted to review test questions on exams which have been developed by outside consultants.

C. Appeal of Examination Questions.
   1) If an examinee believes that a question has been improperly graded, they may appeal such question using the appropriate form provided by the Civil Service office.
   2) Following the review period, any appealed items will be presented to selected experts for ruling. Such experts will be chosen by the Secretary and Chief Examiner. The experts’ ruling, with the Secretary and Chief Examiner’s approval, shall be final.
   3) Subsequent to the experts’ decision, exam papers will be regraded if necessary, scores computed, and an eligible list promulgated. Each complainant shall be notified by mail and/or email of the result of their appeal.

Section 8. CONCEALMENT OF IDENTITY. The Secretary and Chief Examiner shall adopt procedures to assure that the identity of candidates is properly concealed and that each candidate is credited with their own exam results.

Section 9. NOTIFICATION OF EXAMINATION RESULTS. Each person who takes an examination shall be notified of their grade and/or rank on the eligible list.

Section 10. CANCELLATION OF EXAMINATION. The Secretary and Chief Examiner may cancel, postpone, reschedule or re-announce any examination for any good and sufficient reason deemed in the best interest of the service.

Section 11. FIREFIGHTER RECRUIT OR POLICE RECRUIT EXAMINATION. A person obtaining a passing grade on an open competitive examination for the position of Firefighter Recruit or Police Recruit is eligible to receive preference points as set forth below. Five (5) preference points are the maximum preference points that a person may receive.

A. A person who prior to the date of examination has been honorably discharged from service with any branch of the United States military; or
B. A person who prior to the date of examination is employed by the City and has satisfactorily completed six (6) or more months of full-time employment with the City, as documented by City performance evaluations.
RULE 7: PROMOTIONAL EXAMINATIONS
Approved by Commission __________________________ (Supersedes Issue Date February 1, 2018)

Section 1. GENERAL. Except when inconsistent with any section of this Rule, the provisions of Rule 6 regarding the conduct of open competitive examinations shall apply to promotional examinations. A promotion means moving from a classification of lower maximum pay range into a classification which has a higher maximum pay range, exclusive of fringe benefits. (For Firefighter Recruit and Police Recruit promotional criteria see Section 9.)

Section 2. POLICY. Whenever practicable, vacancies in positions above the lowest rank or grade within a series of similar classifications shall be filled by promotion.

Section 3. ELIGIBILITY FOR PROMOTIONAL EXAMINATION. No person shall be eligible for any promotional examination who:

A. does not meet the criteria of Section 1 above;
B. has not satisfactorily completed their initial probationary period;
C. has been rated as less than proficient in their last two (2) performance appraisals or efficiency reports. (Exception: Where the person has not been in the service for a sufficient length of time to have received two (2) appraisals or reports, they must have been rated at least proficient in one (1) appraisal or report);
D. is no longer employed at the time of examination;
E. was demoted as a result of disciplinary action during the twelve (12) month period preceding the promotional examination.

Section 4. NOTICE OF PROMOTIONAL EXAMINATION. Notice of promotional examination shall be posted in the Civil Service Board Office at least two (2) weeks prior to the date set for the examination.

Section 5. PERFORMANCE APPRAISAL CREDITS. In all promotional examinations, credits shall be added to an individual's passing grade, based upon the rating of their most recent performance appraisal(s). This credit shall be applied by policy established by the Civil Service Board.

Section 6. SENIORITY. After the final examination grade is computed in a promotional examination, there shall be added to any passing grade a credit for seniority, based upon the employee's length of service from the closing date of the application period. In determining seniority or service time, no service shall be included prior to a period of absence which exceeded one (1) year, except for military leave. If, within a year, an individual who resigned from City service is reinstated by the Board, or obtains reemployment by selection from an eligible list, the calendar days from date of resignation until date of reemployment shall be deducted from their seniority. If the individual is not reappointed within one year from the date of their resignation from City service,
their seniority will be computed from the date of reappointment. The amount of credit shall be one-fourth (1/4) of a percentage point for each year of service, for a maximum of two and one-half (2½) points.

Section 7. BREAKING TIES. If two or more candidates receive the same total grade, including seniority and efficiency points, the tie shall be broken in favor of the candidate with the longest total City service. If a tie still exists, the tie shall be broken by a random selection method, or by such other methods as may be determined by the Secretary and Chief Examiner in advance of an examination.

Section 8. INSPECTION OF PAPERS. Candidates for promotional examination may review their test papers under the criteria outlined in Rule 6, Section 7.

Section 9. FIREFIGHTER RECRUIT OR POLICE RECRUIT EXAMINATION. Promotional qualifications for Firefighter Recruit and Police Recruit examinations are based on the current maximum pay range for Firefighter (Grade 301) and Police Officer (Grade 401) respectfully, exclusive of fringe benefits.

A. Promotional candidates will adhere to the criteria outlined in Rule 7, Sections 1 through 8.

B. A person who prior to the date of examination has been honorably discharged from service with any branch of the United States military and obtaining a passing grade on a promotional exam for the position of Firefighter Recruit or Police Recruit is eligible to receive five (5) preference points.
RULE 8: ELIGIBLE LISTS AND CERTIFICATIONS
Approved by Commission ______________________ (Supersedes Issue Date April 27, 2021)

Section 1. ELIGIBLE LISTS. The Secretary and Chief Examiner will establish and maintain such eligible lists for the various classes of positions as they deem necessary to meet the needs of the service.

A. Open Competitive Lists. Such lists contain the names and final grades in order of rank for those applicants attaining a minimum passing score on open competitive examinations.

B. Promotional Lists. Such lists contain the names and final grades in order of rank for those applicants attaining a minimum passing score for promotional examinations, which are limited to persons already in City Service.

C. Recall Lists. Such lists contain the names of permanent employees who were separated or demoted from their positions because of lack of work or funds, or whose positions were abolished as a result of departmental reorganization. The names of such employees shall be placed on the recall list in the inverse order of their layoff or demotion, and each name shall remain on the list for three (3) years, unless the employee is reappointed earlier. At the discretion of the Board, this period may be extended.

1) Employees in their initial probationary status at the time of layoff are not entitled to have their names placed on the recall list, but instead, shall have their names restored to the top of the appropriate eligible list for a period of one (1) year from the date of layoff.

2) Professional - Technical - Supervisor and Management employees in their initial probationary status at the time of layoff or involuntary conversion to a part-time appointment shall have their names placed on a noncompetitive certification list, for consideration, for a period of one (1) year from the date of layoff or change in type of appointment.

Section 2. REQUISITION. Whenever a department director desires to fill an authorized vacancy in the classified service, they shall submit a requisition, approved by the City Manager, specifying the title of the position to be filled, the date they desire to make the appointment, and such other information as the Secretary and Chief Examiner requires.

The Secretary and Chief Examiner is authorized to investigate any requisition in order to assure that the position is properly classified.

No requisition shall specify the sex of the desired employee, unless sex is a bona fide occupational qualification.
Section 3. **CERTIFICATION.** On receipt of an approved requisition, the Secretary and Chief Examiner shall certify and refer to the department director the names of eligibles from the appropriate eligible list in the order in which they have placed, including credit for efficiency and seniority when applicable. Positions will be filled in accordance with such ranking.

Eligibles will be selected from lists in the following designated order:

1. Recall – Per Rule 15
2. Voluntary Demotion
3. Promotional
4. Reinstatement after Resignation and/or Medical Separation
5. Open Competitive

If a department director decides not to fill the vacancy, the requisition shall be cancelled by the City Manager, and written justification of such action shall be submitted to the Secretary and Chief Examiner.

A. For the appointment of Police Recruits or Firefighter Recruits, the Secretary and Chief Examiner is authorized to establish and implement a selection process based on merit, efficiency, character, industry and conduct which is not limited to a Rule of One, but may use any lawful process for selection as established per City Charter Article X, Section 97, amended February 17, 2021.

Section 4. **CORRECTIONS TO ELIGIBLE LISTS.** No eligible list may be changed without approval of the Secretary and Chief Examiner; such action shall be ratified by the Board in a subsequent meeting. Whenever in its judgment the interests of the public so require, the Board may correct or amend any candidate's score when it appears that an error has been committed.

In case of substantial errors or other irregularities in an examination, the Board shall have the power to rescind an eligible list and to order a new examination. Any appointment made prior to such action shall not be invalidated, and any referral in progress shall be continued to its conclusion.

Section 5. **REMOVAL FROM ELIGIBLE LIST.** The name of any person on an eligible list may be removed under the following conditions:

A. where good cause exists, the City Manager or their designee, or the Secretary and Chief Examiner may request that a person's name be removed from the eligible list. The Board shall consider the reason(s) for each request, and if the reason(s) clearly relates to the suitability of the person for the position, the Board may cause their name to be removed;
B. if the person declines the position;
C. if the person fails to respond to an employment notice from the Board;
D. if the person fails to report for interview or background check within five (5) workdays;
E. if the person cannot be located by postal authorities, email and/or other electronic communications provided;

F. upon recommendation from the City Physician and/or in the cases for Police Recruit and Airport Police Officer the City Psychologist;

G. if the eligible list results from a promotional examination, a resignation or other termination from the City service shall be cause for removal of a person from the eligible list;

H. any applicant for the safety forces, who, three (3) years or less prior to the date of the written exam, has ever illegally possessed, knowingly used, sold or distributed any "controlled substance" or abused, sold or distributed a "dangerous drug" as defined by State of Ohio law, may be disqualified;

I. Any person convicted of an offense that disqualifies the applicant for the position under State or Federal Law.

The appropriate use of legally prescribed medications to the applicant and non-prescription (over the counter) medications will not disqualify an applicant.

Written requests for reconsideration of removal from an eligible list must be received within ten (10) calendar days of notification of removal. Upon submission of a satisfactory explanation, the Board may restore an applicant to the list. Any appointment made prior to such action shall not be invalidated and any referral in process shall be continued to its conclusion.

Section 6. REINSTATEMENT TO ELIGIBLE LIST AFTER RESIGNATION AND/OR MEDICAL SEPARATION. A former full-time employee in the competitive class with permanent status for a minimum of one (1) year, who has resigned or medically separated from the classified service in good standing may, within one (1) year following their resignation or medical separation, be reinstated to a special eligible list which shall have a duration of one (1) year, for the classification in which they had served at the time of separation, and shall have first priority to appointment after appointment of any persons on an existing promotional eligible list for that classification. Reinstatement requests must be made in writing to the Board, and it may request a recommendation from the head of the department or agency in which the employee last served.

A. A medical separation may occur when an employee is unable to perform the essential functions of their duties or classification with or without a reasonable accommodation due to mental, sensory, or physical incapacity. Medical separation is not disciplinary action and does not apply for probationary employees.

Section 7. DURATION OF ELIGIBLE LISTS. The term of an eligible list is fixed at one (1) year from the date of promulgation, provided that;
A. The Board may, at its discretion, prior to the date of expiration of eligibility, extend the period of eligibility for any competitive position, provided the total period of eligibility shall not exceed two (2) years.

B. When the Board anticipates that a current eligible list will not supply the needed number of job candidates, or when it is desirable to ensure that there is no delay between the expiration of one list and the establishment of a new list, it may schedule an examination and publish a consecutive eligible list which shall become effective after the current list is exhausted of candidates, or expires due to the time limitations stated in subsection A above.

C. Safety Forces – As it pertains to competitive examinations for safety forces positions, the Board, at its discretion and prior to the date of expiration of eligibility, may extend the period of eligibility on a year for year basis, provided the total period of eligibility shall not exceed four (4) years.

Section 8. REFERRAL FROM EXPIRED ELIGIBLE LIST. Employment referrals shall continue to be made from an eligible list that was active on the date that a Personnel Requisition was authenticated by the City Manager and received in Civil Service until:

A. the position is filled, or;

B. the eligible list is exhausted.

Section 9. WAIVER OF APPOINTMENT. An applicant may request a waiver of a referral due to temporary physical incapacity, active military duty, or other temporary inability. A request for waiver must be submitted in writing to the Board within five (5) workdays of referral. The applicant requesting a waiver cannot withdraw such request. Upon receipt of a waiver request, referral to the vacant position(s) will be made from the remaining eligibles in accordance with their rank on the eligible list. The Board may grant or deny such waiver and shall enter upon its minutes the reasons for its action in each case. When a waiver is denied the applicant's name shall be stricken from the appropriate list. Unless the Board limits the duration of the waiver, a waiver once granted remains in effect until 1) the applicant notifies the Board in writing that the basis for waiver has ended, or 2) except for military waivers, the eligible list has expired.
RULE 10: PROBATION
Approved by Commission (Supersedes Issue Date June 13, 2011)

Section 1. INITIAL APPOINTMENT. All persons initially appointed in the competitive or noncompetitive class shall be subject to a probationary period. This period is regarded as an integral part of the examination process and may be used to remove any employee who does not meet the required standards of professional and personal performance, with no right of appeal.

Section 2. LENGTH. The initial probationary period shall be for six (6) months following appointment. The probationary period shall be extended by the number of days during which the employee was absent without pay within their probationary period. A probationary employee may be discharged at any time within said period of six (6) months upon the recommendation of the director of the department or agency in which said probationer is employed, with the approval of the City Manager and the majority of the Board.

Section 3. PROBATIONARY REPORT. A performance appraisal must be submitted by the department director to the Secretary and Chief Examiner before the end of the probationary period, or at the time of probationary separation. If the employee's services are unsatisfactory and they are is to be discharged, the performance appraisal must include reasons in support of removal. Additionally, the department director will provide the probationer with copies of any recommendation for discharge from service.

Section 4. STATUS OF SEPARATED PROBATIONARY EMPLOYEE. An employee separated prior to the end of their initial probationary period, or resigning in lieu of dismissal, has no right of appeal. The employee will also be ineligible for any appointment to the classified service for a period of two (2) years, unless, in the judgment of the Board, the cause of their removal would not affect the employee's usefulness in some other type of employment.

Section 5. PERMANENT EMPLOYEE. An employee who has served an initial probationary period is subject to an additional six (6) month probationary period upon promotion or appointment to a new classification under the competitive or noncompetitive process. An employee whose position is being changed to part-time status, voluntarily or involuntarily, will not serve an additional six (6) month probationary period. In the case of unsatisfactory performance of such an employee, the department director may submit to the Board a recommendation for their removal from the position under the following procedures:

A. An employee who fails to qualify during their probationary period following promotion has the right to return to their last previous classification, or to an equal or lower position for which qualified. Such action will not cause the displacement or reduction of any other City employee.
B. A department director's recommendation for a change in a permanent employee's status due to failure to satisfactorily complete the probationary period must clearly address those aspects of direct job performance which were unsatisfactory (such as the inability to operate new equipment, or the inability to learn and apply new job techniques, etc.). Incidents which would normally give rise to Charges and Specifications being brought against the employee because of misconduct should be administered through the Employee Discipline process and should not serve as the basis for the reduction of an employee's status during the probationary period.
RULE 11: TRANSFERS AND ASSIGNMENTS
Approved by Commission ________________ (Supersedes Issue Date August 13, 1984)

Section 1. TRANSFER. Upon prior written notification to the Board, the City Manager may transfer an employee from one department, agency, or division to another provided that:

A. no change in classification is involved;
B. the employee has already served the probationary period;
C. no disciplinary action is pending before the Civil Service Board;
D. no displacement of another employee occurs;
E. no promotional eligible list exists.

Section 2. ASSIGNMENT. An employee in the classified service may be assigned duties of a different, but substantially equal, classification. Such assignments shall not exceed thirty (30) days without prior approval of the Secretary and Chief Examiner.

Section 3. VOLUNTARY TRANSFER. The City Manager may transfer an employee from one department to another, and a department director may transfer an employee from one division to another within the same department, at an employee's request, provided no change in classification is involved, no displacement of another employee occurs, and upon completion of approved forms submitted to Civil Service. No voluntary transfer from one department to another can be made unless the employee has served at least six (6) months in the department from which transfer is being made.

No transfer will be made if a promotional eligible list exists for the position to which transfer is recommended, unless the same promotional eligible list can be used to replace the transferring employee.

All interdepartmental transfers must be approved by the Civil Service Board.

Section 4. TRANSFER - GENERAL. A transferred employee is not subject to a new probationary period.
RULE 12: DEMOTION
Approved by Commission ______________ (Supersedes Issue Date June 13, 2011)

Section 1. VOLUNTARY DEMOTION. An employee may request demotion to a position that they
held previously by permanent appointment. Such request will be granted only if a vacancy exists in the
classification to which they seek demotion. Approval of the City Manager and the Secretary and Chief Examiner
is required. If a demotion is requested when no vacancy exists, the employee may be placed at the top of a
promotional and/or open eligible list for the title to which the employee seeks demotion.

Section 2. VOLUNTARY DEMOTION – CHANGE IN TYPE OF APPOINTMENT. A Professional
– Technical – Supervisor and Management employee, upon prior written notification, may request a voluntary
change in type of appointment of thirty-five (35) or less hours per week. Such request shall be granted with the
approval of the City Manager and Secretary and Chief Examiner. Employee may request to return to their last
previous full-time classification with the approval of the City Manager and Secretary and Chief Examiner.

Section 3. DEMOTION BECAUSE OF PHYSICAL INCAPACITY. When an employee becomes
temporarily or permanently incapacitated for the performance of their duties due to their physical or mental
condition, as medically documented by the Department of Human Resources, the department director, with the
approval of the City Manager, may demote the employee to a position in a lower grade for which they are
qualified, and which is within their physical capabilities. Such a demotion may be temporary or permanent. Such
a demotion can be made only if a vacancy exists, and the Board shall be notified of such action.

If the employee objects to demotion for disability reasons, they shall have the right of appeal to the Board.
RULES AND REGULATIONS OF THE
CIVIL SERVICE BOARD
FOR THE CITY OF DAYTON, OHIO

RULE 13: DISCIPLINARY OR DISMISSAL ACTION
Approved by Commission __________________________ (Supersedes Issue Date August 13, 1984)

Section 1. DISCIPLINARY/DISMISSAL POLICY. The tenure of every employee in the classified service shall be conditioned on the satisfactory conduct of the employee and continued, efficient performance of assigned duties and responsibilities. A permanent employee may be dismissed, demoted, or suspended for cause.

Section 2. CAUSES FOR DISCIPLINARY OR DISMISSAL ACTION. The following are among the non-exclusive causes which shall be sufficient for dismissal, demotion or suspension:

A. Absence without leave or failure to return from leave;
B. Conduct unbefitting an employee in the public service;
C. Inability to perform job duties due to mental or physical disability of a permanent or temporary nature;
D. Incompetency, inefficiency, or neglect of duty;
E. Insubordination;
F. Under influence of drugs or alcohol while on duty;
G. Negligent or willful or wanton damage to public property or waste or unauthorized use of public supplies or equipment;
H. Violation of any lawful or reasonable regulations or orders made and given by a superior;
I. Violation of any enacted or promulgated statute, ordinance, rule, policy, regulation, or other law;
J. Conviction of a felony or misdemeanor which adversely bears on the employee's suitability for continued employment;
K. Violation of any provision of the City Charter.

Section 3. ABSENCE WITHOUT LEAVE. No employee shall absent themselves from duty without permission of their supervisor or other appropriate official.

After twenty-four (24) scheduled work hours of absence without reporting, the department director may declare the position vacant and report the employee as having resigned. Such a resignation may be set aside, upon the recommendation of the City Manager, with the approval of the Board, if the employee submits a reasonable explanation for their failure to report the absence.

Section 4. DISCIPLINARY DEMOTION. Any employee who is demoted as the result of disciplinary action shall not displace any permanent employee or probationary employee in good standing.
RULE 14: PROCEDURE ON APPEAL
Approved by Commission (Supersedes Issue Date December 19, 2011)

Section 1. DEFINITIONS.
A. "Disciplinary Authority" means the officer, commission, board, or body having the power to dismiss, suspend, or reduce in rank any employee in the classified service.
B. "Disciplinary Action" means the dismissal, reduction, or suspension of any employee in the classified service.
C. "Appellant" means any employee in the classified service appealing a disciplinary action to the Civil Service Board.

Section 2. NOTICE OF APPEAL.
A. Any employee in the classified service against whom disciplinary action is taken by the Disciplinary Authority may appeal therefrom to the Civil Service Board no later than ten calendar (10) days from the effective date of such disciplinary action.
B. An Appeal Request form, (which is written notice of appeal), shall be filed with the Civil Service Board office. Such notice of appeal shall contain the name and current mailing address of the Appellant, the disciplinary action appealed, and the effective date of the disciplinary action.
C. When any employee of the City of Dayton in the classified service who has been suspended, reduced in rank, or dismissed from the service, appeals to the Civil Service Board, the Board shall schedule a hearing no later than forty-five (45) calendar days from the date of receipt of the appeal, or at such other time as may be agreed to by the Appellant and the Civil Service Board.
D. Such hearing shall be open to the public unless otherwise requested by the Appellant and approved by the Board.
E. The appeal may be heard by the Board or a Hearing Officer appointed by the Board, either by direct employment or by contract. The Hearing Officer shall be an Attorney at Law. Appeals of disciplinary actions resulting in dismissals may be heard by a Hearing Officer only with the express consent of the Appellant.

Section 3. CONTINUANCES. The Board, or its Hearing Officer conducting the hearing, may grant continuances for good cause shown.

Section 4. CHARGES AND SPECIFICATIONS. The Board or its Hearing Officer shall hear the evidence upon the Charges and Specifications as filed with it by the Disciplinary Authority. No material
amendment of or addition thereto will be considered. Charges that have been dismissed by the Disciplinary Authority shall not be considered.

Section 5. PROCEDURE AT HEARINGS.

A. The Disciplinary Authority shall be represented by the City Attorney or other counsel appointed by the City Attorney. The Appellant may represent themselves or may be represented by legal counsel of their own choosing.

B. The order of proof shall be as follows:
   1) The Disciplinary Authority shall present its evidence in support of the Charges and Specifications and disciplinary action taken.
   2) The Appellant may then present such evidence as they may wish to offer in their defense to the Charges and Specifications and disciplinary action taken.
   3) The Disciplinary Authority shall then present rebuttal evidence to issues raised by the Appellant in the presentation of their defense.
   4) The Board or its Hearing Officer may, in its discretion hear arguments.

C. The Board or Hearing Officer conducting a hearing shall have full authority to control the procedure of the hearing, including the authority to admit or exclude testimony or other evidence and to rule upon all objections. In so doing, the Board or Hearing Officer shall not be bound by the Rules of Evidence. The Board or Hearing Officer conducting the hearing shall have the authority to take any actions that it deems necessary and proper for the conduct of such hearing. In cases heard by the Board, the Board shall designate one of its members as the presiding member.

D. All testimony shall be taken under oath or affirmation, and shall be recorded by a certified stenographic reporter. All testimony shall be subject to cross-examination by the party against whom it is offered.

E. Where an appeal is heard by a Hearing officer, said Officer shall, upon due consideration of the evidence adduced at the hearing, oral argument, and/or briefs of the parties, submit to the Board within thirty (30) days of the completion of the hearing or the submission of written arguments or briefs whichever occurs later, a written report setting forth their findings of fact and conclusions of law, and a recommendation of action to be taken by the Board.

Section 6. DECISION OF THE BOARD.

A. A majority of the Board, after due consideration of the record and, when applicable, the report of the Hearing Officer, shall, within thirty (30) days after the hearing or filing of the
Hearing Officer's report, whichever is later, issue a decision on the appeal in writing, which
decision may be to affirm, disaffirm, or modify the disciplinary action of the Disciplinary
Authority. In such decision, the Board shall state its findings of fact found separately from
its conclusions of law.

B. The decision of the Board shall be filed with the Secretary and Chief Examiner, who shall
forthwith serve copies thereof upon the Appellant and their representative and the
Disciplinary Authority. The decision of the Board shall be a final order and may be
appealed by either the Appellant or by the Disciplinary Authority, as provided by general
law.
RULE 15: LAYOFF PROCEDURE
Approved by Commission ____________ (Supersedes Issue Date August 22, 1996)

Section 1. LAYOFF PROCEDURE. (Except Sworn Police & Fire Personnel) Whenever a position is abolished, the employee with least City-wide seniority in the classification or, in a classification subsequently affected, shall be removed if no vacancy exists. If two employees so affected have identical City-wide seniority, the employee with the least service time in the classification shall be removed. In determining seniority or service time, no service shall be included prior to a period of absence which exceeded one (1) year, except for military leave, and no time served in the unclassified service shall be included. If, within a year, an individual who resigned from City service is reinstated by the Board or obtains reemployment by selection from an eligible list, the calendar days from date of resignation until date of reemployment shall be deducted from their seniority. If the individual is not reappointed within one year from the date of their resignation from City service, their seniority will be computed from the date of reappointment. Other deductions of service credit will be defined by a Civil Service Board published policy. The continued tenure of any employee so removed from a position shall be determined in the following manner:

A. The employee shall be transferred to any other classification in the same grade previously held by permanent appointment.

B. If not entitled to a position under the above, the employee shall be demoted to a lower grade position within the series in descending order, whether or not said employee has previously held such a position.

C. If not entitled to a position under the above, the employee shall be demoted to a lower grade position previously held by permanent appointment in descending order, commencing with the last previously held position.

D. If not entitled to a position under the above, the employee shall be demoted to a lower grade position in the labor group. An employee who is demoted into the labor group shall displace the employee in the group with the least City-wide seniority.

E. If the employee is not entitled to a position under the above, or waives their rights to a position under either A, B, or C above, said person may be appointed to a vacancy in the "labor group" as determined by the Secretary and Chief Examiner.

F. In the event the employee is not entitled to any position, or waives their rights to all positions under the above, said person shall be laid off.

Any employee appointed or demoted to the labor group shall meet the minimum literacy and physical requirements, and any special qualification (e.g., driver's license) for such position.
Section 2. **LABOR CLASS.** Persons in the labor service shall be laid off consistent with the provisions affecting other groups of services; namely, that employees with least total time of actual employment shall be laid off first. The positions designated for inclusion in the labor group shall be determined by the Board and published as a policy.

Section 3. **LAYOFF PROCEDURE.** (Sworn Police and Fire Personnel) Whenever positions are abolished in Police and Fire, displacement will proceed from the highest position affected to successively lower positions. The employee with the least in-grade seniority shall be displaced.

Said employee shall be included with all other employees in the next lower grade. In-grade seniority will then be computed for this group and the person with the least in-grade seniority shall be displaced. Such computations will be made for each successively lower grade with the employee having the least seniority in the lowest grade subject to layoff.

Sworn Police and Fire personnel cannot displace persons in any other employee group. However, they may be appointed to a vacancy in the labor group as determined by the Secretary and Chief Examiner.

Section 4. **REINSTATEMENT.** Any employee in the classified service laid off under "Layoff" provisions may be reinstated, in accordance with Rule 8. An employee recalled from layoff shall be credited with their full seniority for all of their active service, for purposes of determining eligibility for promotional examinations. They shall not be subject to a new probationary period; but if they were laid off from a position in which original appointment is dependent in part upon passage of a physical examination, another physical examination will be required at the time of recall if such separation exceeded ninety (90) days.
RULE 16: PERFORMANCE APPRAISAL
Approved by Commission (Supersedes Issue Date August 13, 1984)

Section 1. APPRAISAL SYSTEMS. The City Manager will develop one or more systems for the appraisal of employee performance and will provide necessary training for each appraiser in the use of the system of which they are a part. To the extent possible, any system so devised will include provision for consultation between appraiser and subordinate as a part of the appraisal process. The Civil Service Board will determine the minimum acceptable standards for continued employment with the City.

Section 2. USE OF APPRAISAL SYSTEMS. Any system so adopted will include the overall appraisal of performance representing the judgment of the rater on the employee's total performance during the rating period. The appraisal system may be used for any of the following purposes:

A. To counsel employees, so that they have a clear understanding of their duties and responsibilities, the work of their department, and the objectives toward which they should strive.

B. To improve performance by describing strengths and weaknesses of employee performance, and suggesting means for improvement of any weaknesses.

C. To evaluate employees for merit increases in salary within the salary range.

D. As a step in the process of corrective disciplinary action.

E. As an element in any competitive promotional examination in accordance with Rule 7.

Section 3. EMPLOYEE PARTICIPATION. Each employee rated in accordance with the Rule has the right to receive a copy of the rating, and to discuss it with the evaluator.
RULE 17: MILITARY SERVICE RULE
Approved by Commission (Supersedes Issue Date August 13, 1984)

Section 1.  POLICY.  No City employee or person on an eligible list for City employment will be made to suffer any loss of job rights as a result of them being called into military service.

Section 2.  RESTORATION TO POSITION.  A classified employee called into active duty in any of the United States armed forces shall be returned to their City position if they make application within ninety (90) days following discharge from active duty.  If they were called into such duty during their City probationary period, the probationary period shall be extended by the number of calendar days absent in that period as a result of such duty.

Section 3.  ELIGIBLES CALLED INTO MILITARY DUTY.  If a person whose name is on an eligible list for City employment is called into military service, they may make application to the Board, within ninety (90) days following termination of their active duty, to have their name restored to the eligible list.

Section 4.  LIMITATIONS.  The foregoing does not apply to a person who holds only a temporary, seasonal, part-time, or emergency appointment in City service.

Section 5.  VOLUNTARY ENLISTMENT INTO MILITARY DUTY.
A.  An employee who voluntarily enlists for military duty must request Board approval of an extended leave of absence, and the length of approved leave of absence shall be consistent with the limitations set forth in the Veterans' Reemployment Rights Statute in effect at that time.  Application for return to their City position must be made within ninety (90) days following discharge from active duty.  If they enlisted during their City probationary period, the probationary period shall be extended by the number of calendar days absent in that period due to said military service.

B.  A person whose name appears on an eligible list(s) for City employment, who voluntarily enlists for military duty, may, within ninety (90) days following termination of their active duty, make application to the Board to have their name restored to the eligible list(s).
Section 1. FRAUD IN EXAMINATIONS. If a candidate, during an examination, is found to be using, without permission, any extraneous information such as other candidates' papers, memoranda, crib notes, pamphlets and/or books of any kind or otherwise is found to have cheated, their exam papers shall be taken and the Secretary and Chief Examiner shall have them graded with a zero (0) and note on the exam papers the reason for such marking. Such applicant may be barred from taking any future examination as determined by the Civil Service Board.

Section 2. FRAUD BY EXAMINERS. No examiner, including special examiners either from other City departments or from outside the City service, shall willfully or corruptly make a false mark, grade, estimate, or report on an examination with respect to the proper standing of any person examined; or furnish to anyone special or secret information for the purpose of improving or injuring the prospects or chances for the appointment, employment, or promotion of any person examined or to be examined. If such person is in the employ of the City, they shall be subject to dismissal. If they are not a City employee, their contract for services to be provided with regard to this or any other civil service examination shall be cancelled, and no payment made thereunder for any services previously rendered.

Section 3. PARTICIPATION BY RELATIVES. No Civil Service Board staff member shall take any part in the preparation, administration, or grading of any examination in which a relative is a candidate. It shall be the obligation of the staff member to notify the Secretary and Chief Examiner whenever they learn that a relative is expected to be a candidate. Thereupon, the Secretary and Chief Examiner shall take all necessary steps to assure the integrity of the examination.

In case of willful failure to so notify the Secretary and Chief Examiner, the staff member shall be subject to disciplinary action, and if privileged information was transmitted from the staff member to the candidate, the candidate shall be disqualified from the examination, or if the examination has already been held, their name shall be removed from the eligible list, or if they have received an appointment, they shall be subject to discharge.

Inasmuch as it is the intent of this section to maintain the integrity of the examination process, it shall not be necessary to establish that privileged information was actually transferred from staff member to candidate, in order to apply the penalty to the staff member.
RULE 19: REPORTS AND RECORDS
Approved by Commission ______________ (Supersedes Issue Date August 13, 1984)

Section 1. REPORTS TO THE BOARD. Appointing officers shall make prompt and complete reports to the Board on the following matters, on forms prescribed or by letter where no forms are prescribed:

A. Appointments of any type.
B. Reinstatements, promotions, transfers, or any other change of employee status.
C. Declination of appointments by persons certified for consideration of appointment.
D. Disciplinary actions, including suspension, demotion, or dismissal.
E. Salary changes.
F. Creation of new positions, or material changes in duties of any positions.
G. Changes of address of any employees.

Section 2. PAPERS PROPERTY OF THE BOARD. All original papers, applications, examinations, certificates, legal documents, etc., are the property of the Civil Service Board and will be filed in the Civil Service Board Office and kept for not less than one (1) year, except that examination papers of those failing to qualify may be destroyed after sixty (60) days. The Secretary and Chief Examiner, with Board approval, will develop a retention schedule for all other records maintained under the supervision of the Board.
AN ORDINANCE

Amending Section 95.24 of the Revised Code of General Ordinances.

WHEREAS, The City Commission of the City of Dayton ("Commission") passed Ordinance No. 27559 ("Ordinance") on June 10, 1987 which prohibits the riding of a skateboard on any sidewalk, street, alley or public ground in the Central Business District; and,

WHEREAS, The Ordinance defines "Central Business District" as the area defined in Section 112.103 of the Revised Code of General Ordinances ("R.C.G.O."); and,

WHEREAS, Section 112.103 of the R.C.G.O. has been previously amended, removing the definition of "Central Business District," making Section 95.24 inconsistent from its original language; and,

WHEREAS, The Commission wishes to amend the Ordinance to clarify the region specified in Section 95.24 and include the central area of the city and the commercial area of the Oregon District Neighborhood in the prohibited boundaries; and,

WHEREAS, This Commission finds it in the best interest of the City to amend Section 95.24 of the R.C.G.O.; now, therefore,

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

Section 1. That Section 95.24 of the R.C.G.O. be, and hereby is, amended to read as follows:

Sec. 95.24. – Skateboard use regulations.

(A) No person shall ride a skateboard on any sidewalk, street, alley, or a public place within the central area of the city or within the commercial area of the Oregon District Neighborhood.

(B) For purposes of this section, "the central area of the city" is located within an area inclusive of and bounded by the Miami and Mad Rivers to the north; Keowee Street to the east until it transverses the Railroad; the Railroad line as the southern boundary; with the western boundary being the Miami River.

(C) For purposes of this section, “the commercial area of the Oregon District Neighborhood” is located within an area inclusive of and bounded by the southern sidewalk along E. Fifth Street; the Railroad line to the west and north; with the eastern boundary being Keowee Street.
Section 2. That Section 95.24 of the R.C.G.O. as previously enacted is hereby repealed.

PASSED BY THE COMMISSION................................, 2021
SIGNED BY THE MAYOR........................................, 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
November 8, 2021

TO:  Shelley Dickstein  
     City Manager

FROM: Matt M. Carper  
      Interim Director and Chief of Police

SUBJECT: Request for Commission Calendar - Skateboarding Ordinance

The Police Department is requesting the attached skateboarding ordinance be placed on the City Commission calendar for first reading on November 24, 2021. This update to the existing ordinance codifies the boundaries of the Central Business District (CBD) for police enforcement of skateboarding violations detrimental to vehicle traffic, foot traffic and property.

If you have any questions, please contact Lieutenant James Mullins at extension 1333.

MMC:jar

Attachment (1): Skateboard Ordinance

cc: Mr. Parlette  
    Ms. Lofton  
    Ms. Doseck  
    Mr. Musto
AN ORDINANCE

To Vacate Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and Associated Alleys within the Grounds of Carillon Historical Park.

WHEREAS, The City Commission did on the 22nd day of September, 2021, by Resolution No. 6607-21, declare its intention to vacate Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and associated alleys within the grounds of Carillon Historical Park; and

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and associated alleys within the grounds of Carillon Historical Park; vacated; and

WHEREAS, The City Plan Board has approved said vacation; and

WHEREAS, The vacation of Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and associated alleys within the grounds of Carillon Historical Park; described herein will enable the abutting property owner to develop this property; and

WHEREAS, The Commission is satisfied that there is good cause for said vacation and that it will serve the public interest and welfare and should be made; now, therefore,

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

Section 1. That Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and associated alleys within the grounds of Carillon Historical Park; being more particularly bounded and described in as follows:

Being all of the Jackson Blvd (60' ROW), Milwaukee Ave (50' ROW), Windsor St (50' ROW), Leeland St (50' ROW), Florida Ave (50' ROW), St. Clair Ave (50' ROW), Island Park Ave (60' ROW), Boden St (50' ROW) and associated alleys within the grounds of Carillon Historical Park

is hereby vacated.
Passed by the Commission, 2021

Signed by the Mayor, 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
November 8, 2021

TO: Shelley Dickstein
    City Manager

FROM: Joseph Weinl, Chief Engineer
      Division of Civil Engineering

SUBJECT: The Vacation Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and associated alleys within the grounds of Carillon Historical Park

Attached is the ordinance to vacate the subject property. Please present this legislation to the City Commission for their action at the November 17, 2021 meeting.

Petition No. 21590 requesting the vacation was received from Dayton History Inc. on August 19, 2021. Resolution No. 6607-21 declaring the Commission’s intention to vacate was adopted on September 21, 2021. The Board of Revision of Assessments recommended the vacation on October 18, 2021. The vacation will clean up property no longer used as public right of way.

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

JRW

Attachments

cc: Mr. Parlette
    Ms. Lofton
    Mr. Stovall
    Department of Planning
    Department of Law
    Clerk of Commission
    Secretary / Board of Revision of Assessments