CITY COMMISSION MEETING AGENDA

CITY COMMISSION	DAYTON, OHIO	JANUARY 6, 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 Hearing: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission
   (Non - Calendar items)  sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

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

1. RevTech Plus LLC – Service Agreement – first renewal for
   management of online tee times at Community Golf – Dept. of
   Recreation and Youth Services.
   $13,500.00
   (Thru 12/31/21)
2. The Forensic Psychiatry Center for Women – Service Agreement –
first forensic evaluation services – The Municipal Court.
$28,000.00
(Thru 12/31/21)

IV. LEGISLATION:

Emergency Resolutions – First and Second Reading:

3. No. 6559-21 Approving the Joint Submission with Five Rivers
MetroParks for a Grant Application and Authorizing
the Acceptance of Grant Awards from the Ohio
Department of Transportation under the Transportation
Improvement Program for State Fiscal Year 2026, and,
Declaring an Emergency.

4. No. 6560-21 Authorizing the Acceptance of a Cooperative
Agreement with the U.S. Department of State, U.S.
Embassy Bosnia and Herzegovina, in the amount of
One Hundred Twenty Thousand Dollars and Zero
Cents ($120,000.00) on Behalf of the City of Dayton,
and Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31860-21

RESOLUTION NO. 6561-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 985-21
City Manager’s Report

From 6550 - RYS/Golf
Supplier, Vendor, Company, Individual
Name RevTech Plus LLC
Address 8401 Claude Thomas Road Suite 59
Franklin, Ohio 45005

Date January 6, 2021
Expense Type Service Agreement
Total Amount $ 13,500.00 thru 12/31/2021

Fund Source(s) Fund Code(s) Fund Amount(s)
Community Golf & Recreation Fund 13000-6550-1158-56 $13,500.00

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

Description

SERVICE AGREEMENT - FIRST RENEWAL

Recreation and Youth Services is requesting approval to amend and renew the existing agreement with RevTech Plus LLC for Daily Revenue Management of Online Tee Times at Community Golf Club. The amendment reduces the monthly installment payments from $2,500.00 to $1,500.00 per month for the months of March through November due to the reduced number of golf courses. These services include:

1. Daily web check, synching and rate adjustments utilizing dynamic pricing for underutilized tee times.
2. Mass email creation and distribution of promotions to maximize awareness of online tee times.
3. Constant monitoring of tee time sales on golf course website, mobile site, phone apps and third party websites.

This is the first of four renewals. The service agreement renewal shall commence on January 1, 2021 and expire on December 31, 2021. The City shall make monthly installment payments of $1,500.00 for the months of March through November ($13,500.00 annually). No payments are due for the months of December, January or February; however, Contractor will continue to provide all contractual services. In the event the City feels services are not performing in the best interest of the Golf Courses this agreement may be terminated with at least a thirty-day notice.

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

A Certificate of Funds in the amount of $13,500.00 is attached.

Signatures/Approval

Approved by City Commission

Division
Robin Leigh Williams
Date: 2020-12-29 12:56:52 -06'00'

Department
City Manager
FORM NO. MS-16

Clerk

Date

Updated 10/2019
Digital Version Updated 04/2020
**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:** RevTechPlus LLC

**Vendor Address:** 8401 Claude Thomas Rd Suite 59 Franklin OH 45005

**Federal ID:** 81-1620361

**Commodity Code:** 91528

**Purpose:** Golf Professional payments per contract at Community Golf Course for FY21

**Contact Person:** Meredith Weber x1735

**RYS/Director's Office:** 12/8/2020

**Department/Division:** 12/8/2020

**Date:** 12/8/2020

**Originating Department Director's Signature:** Kelly Russell For RW 12/28/2020

**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:** 12/29/2020

**CF/CT Number:** CT21-2241

**CF Prepared by:** [Signature]

**Date:** 12/29/2020
FIRST RENEWAL AND AMENDMENT OF AGREEMENT
FOR DAILY REVENUE MANAGEMENT
OF THE CITY OF DAYTON GOLF COURSES ONLINE TEE TIMES

This FIRST RENEWAL AND AMENDMENT OF AGREEMENT FOR DAILY REVENUE MANAGEMENT OF THE CITY OF DAYTON GOLF COURSES ONLINE TEE TIMES (“Renewal and Amendment”) is entered into this ________ day of __________, 2020 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as the “City”) and RevTechPlus, Inc, an Pennsylvania limited liability company, created and existing under the laws of the State of Ohio (hereinafter referred to as “Contractor”).

WITNESSETH THAT:

WHEREAS, the City and Contractor executed the Agreement for daily revenue management of the City of Dayton golf courses online tee times (“Agreement”) on March 8, 2019; and,

WHEREAS, the City and Contractor both wish to renew this Agreement, which expires December 31, 2020; and,

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, the parties hereto agree as follows:

1. Article III – Payment for Services of the Agreement shall be deleted in its entirety and replaced with the following:

The total remuneration of this Agreement shall not exceed Thirty Six Thousand Dollars and Zero Cents ($36,000.00). The total remuneration for the first renewal term shall not exceed Thirteen Thousand Five Hundred Dollars and Zero Cents ($13,500.00). The City will pay compensation to Contractor in nine (9) equal monthly payment(s), from March through November of the relevant term, of One Thousand Five Hundred Dollars and Zero Cents ($1,500.00). **The City shall not make payments for the months of January ’21, February ’21, and, December ’21; however, Contractor shall continue to provide all Services during these months.**

Contractor shall submit to the City monthly invoices for the Services provided. Unless disputed by the City, the City will tender payment within 30 days of receiving the invoice. If the City fails to make payment then the Contractor may immediately terminate its Services and this Agreement.

2. Pursuant to Article II of the Agreement, both City and Contractor hereby mutually agree to renew the Agreement for one additional one year term. This renewal term shall begin on January 1, 2021 and shall expire on December 31, 2021, unless terminated or renewed in accordance with the terms of the Agreement.

3. Except as modified by this Renewal and Amendment, the Agreement between the City and Contractor remains unchanged and in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

CITY OF DAYTON, OHIO

________________________________________

City Manager

REVTECH PLUS, INC, of Pennsylvania Limited Liability Company

Thomas H H
By: Barnhart III

Signature

Date: 2020/12/09 09:52:53 -05'00'

Its: CEO

Title

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

________________________________________, 2020

Min. / Bk. _______ Pg. __________

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

12/8/2020

Χ  Amelia N. Blankenship for

City Attorney

Signed by: Blankenship, Amelia
AGREEMENT FOR DAILY REVENUE MANAGEMENT OF THE CITY OF DAYTON GOLF COURSES ONLINE TEE TIMES

This AGREEMENT FOR DAILY REVENUE MANAGEMENT OF THE CITY OF DAYTON GOLF COURSES ONLINE TEE TIMES ("Agreement") is entered into this 8th day of March, 2019, between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City") and RevTechPlus LLC, an Ohio limited liability company ("Contractor").

WITNESSETH THAT:

WHEREAS, the City seeks an experienced and qualified contractor to provide revenue management for online tee times to maximize revenue and sales opportunities; and,

WHEREAS, Contractor represented to the City that it is engaged in the business of providing daily revenue management of online tee times, and is willing to provide such services to the City at the Golf Courses.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I – DESCRIPTION OF SERVICES TO BE PERFORMED

Contractor will provide all revenue management services for City’s Golf Courses, to include the following courses: Kittyhawk: Eagle, Hawk, and Falcon; Community: Hills and Dales; and, Madden ("Golf Courses"), as described in Exhibit A, Exhibit of Services ("Services"), which is attached hereto and incorporated herein by reference.

ARTICLE II – TERM

This Agreement shall commence as of the date first set forth above, and it shall expire on December 31, 2020, unless terminated earlier in accordance with Article V. The City may renew this Agreement for four (4) consecutive one (1) year terms; provided, however, that any such renewal is reduced to writing, making specific reference to this Agreement, and is executed by a duly authorized representative for each party, and if required or applicable, approved by the Commission of the City of Dayton.

ARTICLE III – PAYMENT FOR SERVICES

The total remuneration of this Agreement shall not exceed Twenty-Two Thousand Five Hundred Dollars and Zero Cents ($22,500.00). The City will pay compensation to Contractor in nine (9) equal monthly payment(s), from March through November of the relevant term, of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00). The City shall not make monthly payments for the months of December, January, and February; however, Contractor shall continue to provide all Services during these months. Contractor shall submit to the City monthly invoices for the Services provided. Unless disputed by the City, the City will tender payment within 30 days of receiving the invoice. If the City fails to make payment then the Contractor may immediately terminate its Services and this Agreement.
ARTICLE IV – CONFIDENTIALITY

Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to the City. The City must also keep all information, pricing methods, reports, trade secrets, and all other information received by Contractor confidential. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. However, Contractor acknowledges that the City is a municipal corporation subject to the Ohio Public Records Act and any disclosure pursuant to valid public records request shall not be considered a breach of this Article.

Upon termination of this Agreement, Contractor shall return to the City all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Agreement.

Upon termination of this Agreement, City will return any and all equipment belonging to Contractor within 3 days of Agreement termination.

ARTICLE V – TERMINATION

A. This Agreement may be terminated by either party upon giving at least thirty (30) days written notice of termination to the other party. The City may immediately terminate this Agreement, without notice, in the event of any unethical conduct or violation or alleged violation of federal, state, or local law, rule, regulation, or order by the Contractor.

B. Contractor may terminate this Agreement in the event the City defaults in the performance of its duties, responsibilities or obligations hereunder, but only if the City fails to cure or undertake reasonable actions to cure the default within thirty (30) days from Contractor’s written notice to the City explaining such default.

C. In the event this Agreement is terminated, the City shall be relieved of any obligation to pay for any work or Services performed subsequent to the effective date of termination.

ARTICLE VI – INDEMNIFICATION AND INSURANCE

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

B. Contractor shall procure and maintain, at its sole cost and expense, with an insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best, Comprehensive General Liability Insurance, with a combined single limit of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in
the aggregate. Such policy shall also contain a provision covering any and all property damage to City-owned property, including the Golf Courses and facilities thereon. Such insurance required hereby shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insured(s) and contain the requirement that the City is notified at least thirty (30) days in advance of any termination or diminution of coverage.

**ARTICLE VII – NON-DISCRIMINATION**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, 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 this Agreement as fully and as if specifically rewritten herein and that failure of Contractor to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement.

**ARTICLE VIII – GENERAL PROVISIONS**

A. The term City, as used in this Agreement, means the City of Dayton, Ohio, and where this Agreement speaks of approval and consent by the City, such approval is understood to be manifested by act of the City’s Director of Recreation and Youth Services, except as otherwise expressly stated in this Agreement.

B. This Agreement represents the entire and integrated agreement between City and 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. 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.

C. 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.

D. Contractor shall meet with the City and its designees at such reasonable times designated by the City to review and discuss performance of this Agreement. Contractor shall allow the City to conduct inspections or monitoring, and shall cooperate with the City in all respects concerning the review and monitoring of Contractor’s performance pursuant to this Agreement.

E. 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 mail or first class U.S. mail, postage pre-paid, to the address specified herein. Such written communication or notice shall be addressed to:
Contractor: RevTechPlus LLC  
Attn: Tom Barnhart  
8401 Claude Thomas Road  
Suite 59  
Franklin, Ohio 45005

City: City of Dayton Division of Golf  
Attn: Golf Division Manager  
3383 Chuck Wagner Road  
Dayton, Ohio 45414

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

F. Contractor shall not assign any rights or duties under this Agreement without the prior written consent to the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Agreement. Notwithstanding the foregoing, all promises, covenants, stipulations, and agreements set forth in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

G. Contractor represents that it has carefully reviewed the terms and conditions of this Agreement, is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

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

Contractor understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement, are not City employees and are not entitled to any of the emoluments of City employment. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all local, state, and federal taxes. The Contractor understands and agrees that he is not a “public employee” for the purpose of OPERS membership.

I. The City may amend this Agreement, provided no such amendment shall be effective unless it is reduced to writing, executed by each party and, if required, approved by the Commission of the City of Dayton, Ohio.

J. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or the performance of this Agreement by either party must be brought in a court of competent jurisdiction in Montgomery
County, Ohio. By execution of this Agreement, Contractor irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way this Agreement.

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

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

CITY OF DAYTON, OHIO

[Signature]
City Manager

RevTech Plus LLC

By: [Signature]
Its: [Signature]

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

[Signature]
February 27, 2019

Min. / Bk. I-5 Pg. 05114

[Signature]
Clerk of the Commission
Exhibit A

RevtTechPlus

Exhibit of Services
City of Dayton Golf Courses

Services Included

- Daily Revenue Management of Online Tee Times
  - Revenue Management Services Include
    - Web check and rate adjustments utilizing proprietary pricing system
    - Constant monitoring and adjustments of online tee time rates posting on golf course website, mobile site, phone app, third party distributors
    - Golf18network booking engine supplied at no cost
- Daily Report Weather/Tee Time Rate report from RevTechPlus
- Full access to RTP Reporting
- Marketing implementation services including website edits, email marketing creation, graphic design and collateral creation
- Website including all features within the EZ Engage system (email marketing system, online store, DIME engine)
City Manager’s Report

Date January 6, 2021
Expense Type Service Agreement
Total Amount $28,000.00 thru 12/31/21

From 2510 - Municipal Court
Supplier, Vendor, Company, Individual
Name The Forensic Psychiatry Center for Western Ohio
(A Component of Eastway Behavioral Healthcare)
Address 600 Wayne Avenue
Dayton, Ohio 45410

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Includes Revenue to the City: Yes \(\checkmark\) No \(\_\) Affirmative Action Program: Yes \(\checkmark\) No \(\_\) N/A

Description

Agreement for Forensic Evaluation Services

The Dayton Municipal Court requests permission to enter into a Service Agreement with the Forensic Psychiatry Center for Western Ohio, a component of Eastway Behavioral Healthcare, in the amount of $28,000.00 to provide forensic and competency evaluations for defendants charged with criminal offenses.

The requested amount for this Agreement is an increase of $10,000.00 from the previous year's agreement due to a raise in Eastway's fee schedule and an uptick in necessary evaluations. Eastway increased their fee schedule by 55%, which is their first increase in several years. Previously, each evaluation was billed at $400.00 - $500.00. With the increase in fees, evaluations will now range between $600.00 and $700.00.

The term of this Service Agreement is one year from January 1, 2021 through December 31, 2021.

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

A Certificate of Funds in the amount of $28,000.00 and a copy of the Service Agreement 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>Contract Start Date</th>
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Expiration Date 12/31/21

Original Commission Approval $28,000.00

Initial Encumbrance $28,000.00

Remaining Commission Approval

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Amount: $28,000.00

Fund Code 10000 - 2510 - 1159 - 74 - XXXX - XXXX

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

Vendor Name: EASTWAY BEHAVIORAL HEALTHCARE

Vendor Address: 600 Wayne Avenue Dayton OH 45410

Federal ID: 31-0626223

Commodity Code: 95221

Purpose: Provide forensic/competency evaluations for defendants charged with criminal offenses.

Contact Person: Ann Marie Murray

Municipal Court/Court Administration

18-Dec-20

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: 12/8/2020

CF Prepared by: [Signature] Date: 12/8/2020

CF/ICT Number: CT21-1352

October 18, 2011
AGREEMENT FOR FORENSIC EVALUATION SERVICES

This Agreement is made and entered into on this ____ day of __________, 2021 by the City of Dayton ("CITY"), located at 301 W. Third St., Dayton, Ohio 45402 AND The Forensic Psychiatry Center for Western Ohio, a component of Eastway Behavioral Healthcare ("FORENSIC CENTER") located at 600 Wayne Ave., Dayton, Ohio 45410.

WHEREAS the CITY has the need for psychological evaluations of defendants’ Competency to Stand Trial and/or Sanity at the time of alleged offenses; and

WHEREAS the FORENSIC CENTER is a Certified Community Forensic Center, employing Licensed Psychologists experienced in conducting forensic psychological evaluations and is willing to provide such services for the CITY;

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

Section 1. Term

The term of the agreement is from January 1, 2021 through December 31, 2021.

Section 2. Scope of Services

In response to a Court Order, the Forensic Center shall evaluate defendants before Dayton Municipal Court ("COURT") in accordance with ORC 2945.371(G) and ORC 2945.371(H) or any other psychological/psychiatric evaluation authorized in ORC Section 2945.

The Forensic Center shall provide a written report to the COURT in accordance with the referral statute within 14 to 21 days from receipt of a Court referral for incarcerated defendants or 21 to 30 days for defendants free on bond, which includes an opinion consistent with the ORC, stated with reasonable psychological certainty regarding the specific forensic issue(s) cited in the referring Court order (e.g. Competency to Stand Trial or Sanity at the time of the alleged offense).

Section 3. Testimony

The Forensic Center shall provide testimony in court regarding the opinion contained in the written report if subpoenaed to do so.

Section 4. Payment

Total payment by the City to the Forensic Center pursuant to this Agreement shall not exceed $28,000.00. The City will pay the Forensic Center upon receipt of an invoice from the Forensic Center for forensic evaluations performed at the service rates specified in the fee schedule attached hereto as Exhibit A. All invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.
Section 5. Termination

Either party may terminate this Agreement by providing thirty (30) days written notice to the other in the event that the other has materially breached any of the obligations or agreements contained therein.

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Forensic Center to perform in accordance with the terms of this Agreement. Forensic Center 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 Forensic Center. In the event of termination by the City hereunder, the City will pay Forensic Center for Services actually provided up to the date of termination.

Section 6. Indemnity

The Forensic Center shall defend, indemnify, and hold harmless the Court, its elected officials, officers, agents, and employees from and against liability for all claims, damages, and expenses (including reasonable attorney’s fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this agreement, and/or the act, errors or omissions of the Forensic Center, its employees, agents, or contractors.

Section 7. Insurance

During the term of this Agreement, Forensic Center 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 $1,000,000.00 for each occurrence and $1,000,000.00 in the aggregate.
2. Automobile liability insurance, having a combined single limit of $1,000,000.00 for each person and $1,000,000.00 for each accident.
3. Employers’ liability insurance, having a limit of $500,000 for each occurrence.
4. Professional liability insurance, having a limit of $1,000,000.00 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Forensic Center pursuant to this Section 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 Forensic Center’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, Forensic Center shall make copies of applicable insurance policies available for review by the city. Forensic Center, however, shall retain its right to restrict disclosure of Forensic Center’s proprietary
information contained in such policies in accordance with Article 8.

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

Section 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 Forensic Center’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.

Section 9. Equal Employment Opportunity

The Forensic Center shall not discriminate 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 compensation, or selection for training, including apprenticeship.

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

Section 10. Independent Contractor

By executing this Agreement for professional services, Forensic Center acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, Forensic Center shall be prohibited from representing or allowing others to construe the
parties’ relationship in a manner inconsistent with this Article. Forensic Center 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.

Forensic Center, its employees, and any persons retained or hired by Forensic Center to perform the duties and responsibilities under this Agreement, are not City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Forensic Center acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership. Further, Forensic Center 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.

Section 11. Governing Law

This Agreement shall be governed 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. By extension of this Agreement, the Forensic Center irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio with regard to performance of this Agreement.

Section 12. 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.

Section 13. 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.

Section 14. Integration

This Agreement represents the entire and integrated agreement between the city and Forensic Center. This Agreement supersedes all prior and contemporaneous communications. Representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
THE CITY OF DAYTON, OHIO

City Manager

THE FORENSIC PSYCHIATRY CENTER FOR WESTERN OHIO

John Strahm, President/CEO
Eastway Behavioral Healthcare

Kara E.A. Marciani, Psy.D., ABPP/Dir.
Forensic Psychiatry Center for Western Ohio

APPROVED AS TO FORM AND CORRECTNESS:
12/11/2020

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
EXHIBIT A

FORENSIC PSYCHIATRY CENTER FOR WESTERN OHIO

FEE SCHEDULE

_Provided at no cost to the Common Pleas Courts, Criminal Division:_

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<tr>
<th>Code</th>
<th>Description</th>
<th>Fee</th>
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<tr>
<td>2945.371(G)(3)</td>
<td>Competency to Stand Trial (CST)</td>
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<tr>
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<td>Competency to Stand Trial (CST)(Juvenile)</td>
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<td>2945.371(G)(4)</td>
<td>Not Guilty by Reason of Insanity (NGRI)</td>
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<tr>
<td>2945.371(G)(3) and 2945.371(G)(4)</td>
<td>CST and NGRI (Ordered at same time)</td>
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<tr>
<td>2945.39(A)(2)</td>
<td>Incompetency to Stand Trial-Unrestorable - Criminal Jurisdiction (IST-U-CJ)</td>
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<tr>
<td>2945.40*</td>
<td>Hospitalization Upon Acquittal by Reason of Insanity</td>
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*If referral occurred within 90 days of completion of 2945.371(G)(4) evaluation.*

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_Invoiced as listed to all referring Courts:_

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<td>2929.51</td>
<td>Mitigation of Penalty</td>
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<td>2947.06</td>
<td>Modification of Sentence</td>
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<td>2951.03</td>
<td>Violation of Anti-Stalking Protection Order</td>
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<td>2951.041</td>
<td>Candidate for Probation</td>
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<td>2951.401 and .402</td>
<td>Drug Treatment in Lieu of Conviction</td>
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<td>2951.401 and .402</td>
<td>IST-U-CJ and NGRI on Conditional Release</td>
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</tr>
<tr>
<td>2151.26</td>
<td>Rule 30</td>
<td>$650</td>
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A RESOLUTION

Approving the Joint Submission with Five Rivers MetroParks of a Grant Application and Authorizing the Acceptance of Grant Awards from the Ohio Department of Transportation under the Transportation Improvement Program for State Fiscal Year 2026, and Declaring an Emergency.

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

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

WHEREAS, MVRPC solicited member jurisdictions to submit a listing of additional transportation projects for funding in consideration under TIP for State Fiscal Year 2026; and,

WHEREAS, The City of Dayton and Five Rivers MetroParks, MVRPC member jurisdictions, identified additional transportation improvement projects that may qualify for funding under TIP for State Fiscal Year 2026; and,

WHEREAS, For the immediate preservation of the public peace, property, health, and safety that this Resolution take effect immediately upon its passage; now therefore,

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

SECTION 1. That the City Manager is authorized to submit the joint application for the Great Miami Bikeway Connector to West Riverview Avenue project.

SECTION 2. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant award from the Miami Valley Regional Planning Commission under the Transportation Improvement Program for State Fiscal Year 2026.
SECTION 3. That for the reasons stated in the preamble hereof, this resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

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

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

________________________
Mayor of the City of Dayton, Ohio

ATTEST:

________________________
Clerk of the Commission

APPROVED AS TO FORM:

________________________
City Attorney
December 21, 2020

To: Shelley Dickstein  
    City Manager

FROM: Joseph Weinel, Chief Engineer  
      Division of Civil Engineering

SUBJECT: Grant Application Resolution

Attached is the Resolution authorizing the Joint Submission with Five Rivers MetroParks of a Grant Application and Authorizing the Acceptance of Grant Awards from the Ohio Department of Transportation under the Transportation Improvement Program for State Fiscal Year 2026. Please present the Resolution to the City Commission as an Emergency. The Department of Law has reviewed and approved this document as to form.

The grant application is for a joint project with the Five Rivers MetroParks to extend the Great Miami Bikeway Connector from Monument Avenue to Forest Avenue. This will extend the Rivewalk to the Monument Avenue Bridge. The Transportation Policy Committee approved the joint submission.

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

JRW

Attachments

Copy: Mr. Stovall
A RESOLUTION

Approving the Joint Submission with Five Rivers MetroParks of a Grant Application and Authorizing the Acceptance of Grant Awards from the Ohio Department of Transportation under the Transportation Improvement Program for State Fiscal Year 2026, and Declaring an Emergency.

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

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

WHEREAS, MVRPC solicited member jurisdictions to submit a listing of additional transportation projects for funding in consideration under TIP for State Fiscal Year 2026; and,

WHEREAS, The City of Dayton and Five Rivers MetroParks, MVRPC member jurisdictions, identified additional transportation improvement projects that may qualify for funding under TIP for State Fiscal Year 2026; and,

WHEREAS, For the immediate preservation of the public peace, property, health, and safety that this Resolution take effect immediately upon its passage; now therefore,

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

SECTION 1. That the City Manager is authorized to submit the joint application for the Great Miami Bikeway Connector to West Riverview Avenue project.

SECTION 2. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant award from the Miami Valley Regional Planning Commission under the Transportation Improvement Program for State Fiscal Year 2026.
A RESOLUTION

Authorizing the Acceptance of a Cooperative Agreement with the U.S. Department of State, U.S. Embassy Bosnia and Herzegovina, in the amount of One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The City of Dayton has a long-standing Sister City Relationship with Sarajevo, Bosnia and Herzegovina, which has been in effect since 1999; and,

WHEREAS, The Mayors of the Cities of Dayton, Sarajevo, Banja Luka, and Mostar signed a Municipal Cooperation Agreement in 2015, resulting in multiple student and adult exchanges between our four cities; and,

WHEREAS, The Dayton Mediation Center, in an effort to support the City of Dayton’s Municipal Cooperation Agreement, applied for and received a Federal Assistance Award from the U.S. Department of State in the amount of One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) through a Cooperative Agreement with the U.S. Embassy in Bosnia and Herzegovina; and,

WHEREAS, The proposal submitted by the Dayton Mediation Center will bring 18 students and three teachers to the City of Dayton from Sarajevo, Banja Luka, and Mostar in 2022 to participate in the “Four Cities Young Leader Academy” programming as described in the awarded project proposal; and,

WHEREAS, The Dayton Sister City Committee has agreed to provide in-kind support of this exchange program as befits its mission to help coordinate exchange programs of friendship and goodwill; and,

WHEREAS, This exchange will be supported and coordinated by the staff of the Dayton Mediation Center and volunteers serving on the Dayton Sister City Committee, who, together, will provide Twenty-Five Thousand Eighty-Six Dollars and Zero Cents ($25,086.00) worth of in-kind support; and,

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

WHEREAS, To provide for the timely development and implementation of the program and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at an early date; now, therefore,
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager, or her designee, is authorized to accept and distribute the Federal Assistance Award in the amount of One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) 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 Award from the U.S. Department of State.

Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total Project cost of One Hundred and Twenty Thousand Dollars and Zero Cents ($120,000.00).

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

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

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

______________________________
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

______________________________
Clerk of Commission

APPROVED AS TO FORM:

______________________________
City Attorney
December 23, 2020

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

FROM: Michelle Zaremba, Division Manager—Mediation Center
Department of Planning and Community Development

SUBJECT: Emergency Resolution Authorizing the Acceptance of a Cooperative Agreement with the U.S. Department of State, U.S. Embassy Bosnia and Herzegovina

Attached for your review and placement on the January 6, 2021, City Commission Calendar is an Emergency Resolution authorizing the acceptance of a Cooperative Agreement with the U.S. Department of State, U.S. Embassy Bosnia and Herzegovina.

The Mayors of the Cities of Dayton, Sarajevo, Banja Luka, and Mostar signed a Municipal Cooperation Agreement in 2015, resulting in multiple student and adult exchanges between our four cities.

The Dayton Mediation Center, in an effort to support the City of Dayton’s Municipal Cooperation Agreement, applied for and received a Federal Assistance Award from the U.S. Department of State in the amount of One Hundred and Twenty Thousand Dollars and Zero Cents ($120,000.00) through a Cooperative Agreement with the U.S. Embassy in Bosnia and Herzegovina.

The proposal submitted by the Dayton Mediation Center will bring 18 students and three teachers to the City of Dayton from Sarajevo, Banja Luka, and Mostar in 2022 to participate in the “Four Cities Young Leader Academy” programming as described in the awarded project proposal.

This exchange will be supported and coordinated by the staff of the Dayton Mediation Center and volunteers serving on the Dayton Sister City Committee, who, together, will provide Twenty-Five Thousand and Eighty-Six Dollars and Zero Cents ($25,086.00) worth of in-kind support.

This resolution has been reviewed and approved as to form by the Law Department. The resolution should be passed as an emergency measure with two readings at one meeting.

Please contact Michelle Zaremba at extension 2352 with any questions. Thank you.

APPROVED:

Steven C. Gondol, Deputy Director
Department of Planning and Community Development

MLZ/aag
Attachments

C: Project File
CMO Memo — Emergency Resolution (Mediation)
Final Audit Report

Created: 2020-12-23
By: Miranda Brooks (miranda.brooks@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAABAAYR_fOhsmVibAMvjrPGyxUyuMk4ntLJ2th

"CMO Memo — Emergency Resolution (Mediation)" History

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Document emailed to Steven Gondol (steven.gondol@daytonohio.gov) for signature
2020-12-23 - 3:59:17 PM GMT

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2020-12-23 - 4:07:26 PM GMT - IP address: 104.230.81.188

Document e-signed by Steven Gondol (steven.gondol@daytonohio.gov)
Signature Date: 2020-12-23 - 4:08:11 PM GMT - Time Source: server - IP address: 104.230.81.188

Agreement completed.
2020-12-23 - 4:08:11 PM GMT

Adobe Sign
A RESOLUTION

Authorizing the Acceptance of a Cooperative Agreement with the U.S. Department of State, U.S. Embassy Bosnia and Herzegovina, in the amount of One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

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