

AGREEMENT

THIS AGREEMENT is made this 29th day of October 2015, between the City of Dayton, Ohio ("City") and Oregon District Business Association, 251 Green St., Dayton, Ohio 45402, ("Contractor").

WITNESSETH THAT:

WHEREAS, the City, upon request by a private person, firm, corporation, or institution, may detail off-duty police officers to perform police-related functions pursuant to the authority of Section 35.27 of the Revised Code of General Ordinances of the City of Dayton; and

WHEREAS, because public safety requires the use of off-duty police personnel to perform police-related functions, Contractor requests the services of off-duty police officers, police supervisors, and/or parking enforcement aides (hereinafter collectively referred to as "police personnel"); and

WHEREAS, the City can provide off-duty police personnel and Contractor agrees to remit payment to the City for the total cost of providing such police personnel.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits to be derived hereby, the City and Contractor hereby agree as follows:

Section 1. Subject to Sections 2 and 3, the City agrees to make available certain police personnel to perform the police-related functions which are further explained in Exhibit A attached hereto and incorporated herein, beginning Saturday October 31, 2015.

Contractor understands and agrees that no further use of police personnel provided hereunder will be made without the express written authorization of the City's Chief of Police or authorized representative.

Section 2. Unless waived by the City, Contractor shall notify the City at least fourteen (14) days in advance of the date(s) for which the police services are requested. The notice shall be given to the City's Chief of Police or his authorized representative, and shall specify the number and rank of police personnel requested and the hours and specific location(s) where the police services are needed.

The City's Chief of Police or authorized representative shall have final authority for determining the availability of off-duty police personnel and the number and rank of such police personnel needed to provide an adequate level of security, traffic control and/or crowd control for the specified date(s) and location(s).

Section 3. All police personnel assigned pursuant to this Agreement shall remain subject to the authority of the City's Chief of Police, and shall act and respond in accordance with established City police procedures, rules and regulations. The duties and responsibilities of the police personnel assigned pursuant to this Agreement, including chain of command duties and responsibilities, shall be determined in accordance with the City's established police procedures, rules and regulations.

Contractor understands that the police services to be provided hereunder shall be subject to Executive Order Number 4-2002, which restricts police personnel from providing police services inside any establishment or event perimeter having the primary source of business from the sale and serving of alcoholic beverages (i.e.; nightclubs, bars), except under limited circumstances.

Off-duty police personnel assigned pursuant to this Agreement may be reassigned, without notice to Contractor, to other locations and/or to perform other police services, functions or duties as required by the City's established police procedures, rules and regulations or by exigent circumstances requiring a police response.

Section 4. Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as follows: \$60.53 per hour for each police officer; \$70.19 per hour for each police sergeant; and \$81.41 per hour for each police lieutenant; and \$1.10 per hour additional for night differential when applicable.

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates necessitated by negotiation of a new labor agreement or regulation, order or law binding upon the City. "Fringe benefits", as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

Section 5. Contractor understands and agrees that all police personnel assigned pursuant to this Agreement shall be billed for a minimum of two (2) hours of services, even though the hour(s) of service requested by Contractor and performed by the police personnel is less than two (2) hours.

Section 6. In the event that Contractor cancels the requested police services less than twenty-four (24) hours prior to the specific date(s) for the rendering of such police services, Contractor shall be billed and shall remit payment for two (2) hours of services for each off-duty police personnel assigned to report on that date to perform the requested police services.

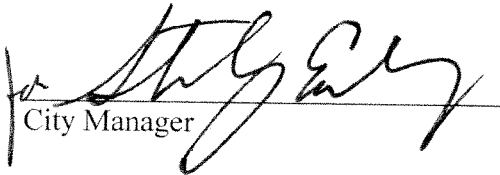
Section 7. Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney's fees), damages, claims, suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual's right of privacy; assault and battery; discrimination; violation of civil rights; improper service of process; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided hereunder.

Section 8. In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set first forth above or such other address as may be specified by Contractor; or (ii) if Contractor shall default in or fail to make payment(s) for the police services at the times and in the amounts as required of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.


Section 9. This Agreement shall be for the period of **Saturday October 31, 2015** through **Sunday November 1, 2015**.

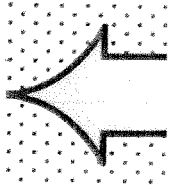
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement as of the day and date set forth above.

CITY OF DAYTON, OHIO


City Manager

OREGON DISTRICT BUSINESS ASSOCIATION


Michael Martin
President



APPROVED BY

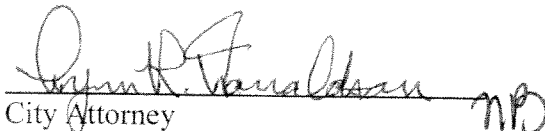

Director and Chief of Police

Phone: 937-974-2494

E-Mail: DeightnMik@aol.com

Federal I.D. Number: 74-2722883

APPROVED AS TO FORM AND CORRECTNESS:


City Attorney

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


October 26, 2015

Min. / Bk. 7-14 Pg. _____


Clerk of the Commission

Exhibit A

1. Scope of Services/Event Information

- A. Provide security and traffic control for Oregon District Halloween Party in Oregon District, a location that is within the municipal corporation limits of the city of Dayton, Ohio, beginning October 31, 2015 through November 1, 2015.

2. Payment/Cost/Method of Payment

A. PAYMENT

Contractor shall pay \$60.53 per hour for each police officer; \$70.19 per hour for each police sergeant; \$38.16 per hour for PEA and \$81.41 per hour for each police lieutenant and \$1.10 per hour additional for night differential when applicable.

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

The City will bill Contractor for payment of the actual services provided. Contractor shall tender payment upon receipt of the bill.

B. COST: \$18,146.60

8 Lt hrs @ 82.51, 22.5 Sgt hrs @ \$71.29, 233.50 Officer hrs @ \$61.63, 38 PEA hrs @ \$39.26

C. METHOD OF PAYMENT: To be invoiced.

3. Contractor's Authorized Representative/Contact:

NAME: Michael Martin

TITLE: President

ADDRESS: 251 Green St., Dayton, Ohio 45402

EMAIL: DeightnMik@aol.com

PHONE/FAX: 937-974-2494/535-0695