



**FINANCE COMMITTEE - BARTH COTNER
MONDAY JANUARY 23, 2017**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE SERVICE
COMMITTEE MEETING**

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

President: DOUG JOSEPH

Ward Members: Ward I – Stephen M. Cicak
Ward II – Brett Luzader
Ward III – Marshall Spalding
Ward IV - Mel Clemens

At Large Members: Barth R. Cotner
Chris Long
Dan Skinner, Esq.

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Luzader
Safety: Chmn Long, Cicak, Luzader, Spalding
Service: Chmn Clemens, Luzader, Spalding, Cicak
Finance: Chmn Cotner, Long, Clemens, Skinner

* * * * *

Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a “Speaker Form” and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

*April Beggerow
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. Finance Committee – Committee Meeting – January 10, 2017
4. Discussion
 - a. MOTION THAT THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE BE AND IS HEREBY AUTHORIZED AND DIRECTED TO ADVERTISE FOR STATEMENTS OF QUALIFICATIONS FOR THE REYNOLDSBURG COMMUNITY CENTER PROJECT.
 - b. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "MASTER AGREEMENT" WITH CONSTELLATION NEWENERGY INC., TO PROVIDE FULL REQUIREMENTS RETAIL ELECTRIC ENERGY SUPPLY AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY.
 - c. A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS.
 - d. ORDINANCE AUTHORIZING THE REYNOLDSBURG DIVISION OF POLICE TO APPLY FOR AND ACCEPT THE US DEPARTMENT OF JUSTICE; OFFICE OF JUSTICE PROGRAMS; BUREAU OF JUSTICE ASSISTANCE GRANT AND DECLARING AN EMERGENCY.
 - e. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE LBRANDS FOUNDATION.
 - f. ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AN DECLARING AN EMERGENCY. (First Reading 1/10/2017 ~ Emergency Adoption Upon Second Reading).



**FINANCE COMMITTEE - BARTH COTNER
TUESDAY JANUARY 10, 2017**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS
MEETING**

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

1. Call to Order

PRESENT: Clemens, Cotner, Long, Skinner, Joseph
ABSENT:

2. Approval of Agenda

Removal of item 4g. from tonight's agenda, it will be held.
Motion to amend by Mr. Cotner, Second by Mr. Long
All voted "aye" by voice vote, motion carried, agenda is amended.

3. Approval of Minutes

- a. Finance Committee – Committee Meeting – December 19, 2016
Minutes stand approved.

4. Discussion

- a. Election of Chairman; Vice Chairman

Mr. Cotner: I would like to ask Mr. Long to serve as Vice Chair
Mr. Long: Thank you for the opportunity.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Cotner, Long, Skinner

- b. Motion that the Council of the City of Reynoldsburg Does Hereby Appoint Chris Long to Serve on the Reynoldsburg Police Community Advisory Panel with a Term of 1 (One) Year Beginning January 10, 2017.

Chief O'Neill: Thank you Chairman Cotner, yes this is a new group, something we've developed over the past 7 or 8 months but we really started to gain momentum on it in the fall. It's designed to allow for 2 way communication and public outreach and engagement involving a large cross section of the community. When we started to look at who we wanted to include in this panel, probably one of the first groups that we wanted to have

Minutes Acceptance: Minutes of Jan 10, 2017 7:45 PM (Approval of Minutes)

involved was Council and I spoke to you and Mr. Long not all that long ago and we're hoping that this is the first step in really kind of providing an open forum for members of the community, in the event that things go wrong out there whether it's in the City of Reynoldsburg or just across the boundaries in Columbus or anywhere else, obviously we are susceptible to some overflow if things kind of go wrong and this is put in place to address that. The Committee itself is hopefully going to be made up of myself and 2 members of the department that I'm going to appoint, the appointment that comes from Council, a representative appointed by the school superintendent, a representative of the business community appointed by the Chamber of Commerce, 2 members of the religious community that the board itself will appoint and last is an 11th grade high school student from Reynoldsburg Schools that is going to be appointed upon recommendation of our school resource officer and one of the faculty members. So there will be 9 people total. The purpose is to not only provide us a way to take in the concerns and expectations of the community, but also as a way for us to reach out to a larger cross section and address these concerns and to get information out to people who we're trying reach.

Mr. Cotner: I think its great and I look forward to seeing what you can do and I appreciate all of the efforts that you've been making to connect in the community. That's very important.

Chief O'Neill: That's good to hear and we're glad to have Council's backing and involvement.

RESULT:	REFERRED [UNANIMOUS]	Next: 1/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Mel Clemens, Ward IV	
AYES:	Clemens, Cotner, Long, Skinner	

- c. Motion that the Council of the City of Reynoldsburg Does Hereby Re-Appoint Councilman Stephen Cicak and City Attorney Jed Hood to Serve on the Volunteer Peace Officers' Dependents' Fund.

RESULT:	REFERRED [UNANIMOUS]	Next: 1/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

- d. Motion to Appoint D'Juan L. Armstead to the Board of Zoning and Building Appeals for a Term of Three Years, Commencing Upon Adoption of Motion, and Expiring December 31, 2019.

Mr. Joseph: I don't have any problem with that, I'm just not familiar with this individual, I never saw any material on who he was and whether anyone else applied. How was the decision come to appoint him? Because I have now hear anything about him.

Mr. Cicak: I think his resume was in the packet.

Mr. Joseph: I didn't see that.

Mr. Snowden: Chairman Cotner, other members of Council, Mr. Amistead and several other applicants were solicited when this position came open and it's Council's decision on who to appoint. We provided the resumes of 2 individuals which should have been in your packet. Mr. Amistead was the individual that Mr. Havener and I interviewed that we thought was the best fit, but ultimately the decision is yours given the provisions of the Charter. It would be completely appropriate and it would be the choice of the committee in this case, if the committee wanted to table the motion for several weeks and look for other applicants or solicit other applications that would be completely appropriate, but these are the ones that came to us and like I said per the Charter it's completely Council's decision.

Mr. Joseph: How many applied?

Mr. Snowden: I had 2 Mr. President.

Mr. Joseph: I don't want to hold it up, if you and others saw the resumes and are happy with them that's fine. If you could just send me a copy I would appreciate it.

Mr. Clemens: I have no problem with the appointment, although I think it would be appropriate if the person would show up to Council so we could be introduced to this person since we have a lot of interaction with them. That's all.

Mr. Snowden: Absolutely we can make that happen. The way that the Charter is set up currently is that the appointing authority rotates between the Mayor and the Council and so Council can do this appointment process any way that they wish. If you would like to work with me to establish a more defined process in the future, I'd be happy to do that, I think it would smooth that whole process over, but the way that it is set up, is it's completely up to Council. We would be happy to ask Mr. Amistead to attend and meeting if you will tell me which one you'd like him to attend.

Mr. Cotner: I know we have trouble finding people and every time that we start looking, it takes awhile and we put pleas out there and we don't want to turn folks away if we can get them to come to a Council meeting that'd be great. I saw his resume and I think, again...

Mr. Clemens: I have no problem with that I just think it would be nice to meet the guy.

Mr. Cotner: I agree and we can show up at their meetings too and support them and try to get attention to what goes on at their meetings as well so. I think that's a good thing.

Mr. Snowden: I get a-hold of him and we'll see where to proceed to from there.

Mr. Cotner: Any other questions/comments on Mr. Amistead?

RESULT:	REFERRED [UNANIMOUS]	Next: 1/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

- e. Motion to Re-Appoint Richard Hudson to the Design Review Board for a Term of Three Years, Commencing Upon Adoption of Motion, and Expiring December 31, 2019.

RESULT:	REFERRED [UNANIMOUS]	Next: 1/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

- f. Motion to Re-Appoint Pat Zollars to the Design Review Board for a Term of Three Years, Commencing Upon Adoption of Motion, and Expiring December 31, 2019.

RESULT:	REFERRED [UNANIMOUS]	Next: 1/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Mel Clemens, Ward IV	
AYES:	Clemens, Cotner, Long, Skinner	

- g. Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds and Declaring an Emergency - Keytel Systems

Mayor McCloud: This is obviously a Then and Now, our departed IT director did not open up a purchase order prior to the receipt of the invoice. You have the Auditor's certification that the funds had been properly appropriated and were on deposit at the time this incurred but that is simply in a nut shell what happened.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****MOTION REQUEST**

DATE: **January 23, 2017****TO:** **Finance Committee****RE:** MOTION THAT THE REYNOLDSBURG DEPARTMENT OF PUBLIC
SERVICE BE AND IS HEREBY AUTHORIZED AND DIRECTED TO
ADVERTISE FOR STATEMENTS OF QUALIFICATIONS FOR THE
REYNOLDSBURG COMMUNITY CENTER PROJECT.

The City of Reynoldsburg intends to construct a new Community Center, which will be owned by the City and operated by the YMCA, on the north end of Huber Park in Reynoldsburg, Ohio. This new facility will be approximately 52,000 square feet and consist of a two-story facility to include administrative offices and space, community rooms, a fitness center, a full gymnasium, an indoor and outdoor aquatic center (outdoor center approximately 22,000 square feet), a large parking area (approximate 300 parking spaces); as well as an additional space for potential tenant partners (8,000 square feet). The Architect will also be responsible for developing the site (approximately 10 acres).

A preliminary concept plan has been developed by *gro Development*, a national consultant to the YMCA. **Project funding is contingent upon the City passing a May 2017 ballot issue.**

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **January 23, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
"MASTER AGREEMENT" WITH CONSTELLATION NEWENERGY,
INC., TO PROVIDE FULL REQUIREMENTS RETAIL ELECTRIC
ENERGY SUPPLY AND RELATED ADMINISTRATIVE SERVICES
TO AN AGGREGATED GROUP AND DECLARING AN
EMERGENCY.

Emergency/Suspension: **Emergency****Reason For Emergency:** **Financial needs of the City's government**

Statement of necessity: Passing this as an emergency will allow us to begin the program and realize financial savings as soon as possible in 2017.

The City's electric aggregation program expires in March of this year. American Municipal Power (or AMP) is under contract with the City to administer this program. AMP solicited preliminary or "indicative" pricing last week for a 24-month period. Constellation came in at the lowest indicative rate of 5.5 cents/KWH. This rate includes a \$100,000 civic grant. Our current aggregation rate is approximately 7.1 cents. It is very important to remember that this is indicative pricing as the rates change daily. Final pricing will reflect any market changes between now and when the final pricing is established after Council adopts legislation.

Aggregation Program Agreement Between Constellation NewEnergy, Inc. and , Ohio

This Aggregation Program Agreement, is entered into as of this day of , 20 (“Agreement”), by and between , OH (“Municipality”), a political subdivision of the State of Ohio, and Constellation NewEnergy, Inc. (“Constellation”), a Wisconsin corporation with its principal place of business at 1716 Lawrence Drive, DePere, Wisconsin 54115, hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WITNESSETH

WHEREAS, pursuant to 4928.20 of the Ohio Revised Code, the Municipality desires to aggregate non-mercantile retail electrical loads located within its jurisdictional boundaries (“Jurisdiction”) and arrange for competitive retail electric supply for eligible participants on an opt-out basis (the “Aggregation”); and

WHEREAS, the Municipality’s electorate will vote or has voted to authorize the Municipality to create an Aggregation under 4928.20 of Ohio Revised Code and the legislative authority of a municipal corporation, the board of township trustees of a township, or the board of county commissioners of a county (as appropriate, the “Governing Body”) will adopt or has adopted an ordinance regarding the Aggregation;

WHEREAS, Constellation has been selected as the supplier for the Aggregation; and

WHEREAS, the Parties desire to establish the rights and obligations of the Parties with respect to aggregating the electric load located within the Jurisdiction (the “Program”).

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: TERM

A. Term of Agreement. This Agreement shall be effective upon execution by the Parties and shall continue in effect through the last meter read date in a Delivery Period agreed upon on a fully executed Confirmation identifying a Price and Delivery Period for the Program. The Parties can agree to extend the terms of this Agreement by agreeing to a Price(s) for a subsequent Delivery Period(s).

ARTICLE 2: DUTIES

A. Municipality’s Duties

1. Governmental Aggregator Status. The Municipality will register as a governmental aggregator in accordance with 4901:1-24 of the Ohio Administrative Code (“Administrative Code”) and will maintain the requisite authority under 4928.20 of the Ohio Revised Code (“Revised Code”) as a governmental aggregator for the provision of competitive retail electric service for the term of this Agreement.
2. Logo. The Municipality will provide its logo for informational materials.
3. Exclusive Supplier. The Municipality will identify Constellation as the exclusive supplier for the Aggregation and facilitate the provision of electric supply to the Aggregation.
4. Negotiation. The Municipality will negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties.
5. Enrollment Process. The Municipality will oversee the opt-out process and enrollments detailed in 4901:1-21-17 of the Administrative Code, including providing timely feedback to Constellation on the contents.
6. Customer Data. The Municipality will assist Constellation in obtaining all available customer data and historical usage information regarding the eligible Program participants, as that group and the data may change from time to time, including executing any applicable documentation to enable (the “Utility”) to

release such information directly to Constellation from time to time during the term of this Agreement (which shall include without limitation the Municipality's filing of the Aggregator Registration Application with the Utility). "Eligible Program participants" include all nonmercantile customers except those that are not eligible pursuant to 4901:1-21-17 of the Administrative Code.

7. Employee Preparation. The Municipality will prepare its employees to direct residents to Constellation's customer service telephone number or website.

B. Constellation's Duties

1. Toll-free telephone. Constellation will establish a toll-free telephone number staffed with customer service representatives to address questions of Program participants.
2. Website. Constellation will establish a website for the Aggregation Program.
3. Opt-Out Process. Constellation will draft, obtain feedback from the Municipality on, and mail informational materials, including opt-out notices and customer terms and conditions, to the potential Program participants consistent with 4901:1-21-17 of the Administrative Code.
4. Website. Constellation will develop and activate landing page on Constellation's website for the Aggregation.
5. Data. Constellation will assist the Municipality with the requests for the delivery of data from the Utility and the completion and filing of any Utility-required forms (including the Aggregator Registration Application). Constellation will "scrub" the Utility-provided data as appropriate to eliminate ineligible accounts.
6. Negotiation. Constellation will negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties.
7. List. Constellation will maintain a list of potential Program participants who elect to opt-out of the Aggregation and maintain a list of Aggregation participants.
8. Enrollment. Constellation shall enroll the Aggregation.
9. Governmental Aggregator Assistance. Constellation will respond to questions the Municipality may have, as appropriate, regarding the completion of any forms required for the Municipality to maintain its Governmental Aggregator status during a Delivery Period.

ARTICLE 3: TERMS OF SERVICE, PRICE, AND ADDITIONS

A. Terms of Service. The terms of service between each Aggregation participant and Constellation shall be set forth in the contract between them, in a form substantially similar to that set forth in Attachment 2 hereto, which shall survive any termination of this Agreement. The Price for specific Delivery Periods shall be mutually agreed upon by Constellation and the Municipality in writing on a fully executed Confirmation and included in the final terms of service distributed (which final terms of service shall be referred to as the "Terms and Conditions").

B. Establishing a Price. To establish a Price, Constellation will submit a Price for a specific Delivery Period to the ("Municipality Designee") in the form of a confirmation, substantially similar to Attachment 1 hereto. The Price for the Delivery Period submitted to the Municipality in this form is *not* an offer. This submittal will contain market sensitive pricing, which pricing is subject to change until the document is executed by both the Municipality Designee on behalf of the Municipality, and Constellation. If the Price and Delivery Period submitted to the Municipality meets with the Municipality's approval, then the Municipality Designee shall promptly execute the document and return it via fax or .pdf or tif. attachment to electronic mail transmission to Constellation. Upon receipt by Constellation, Constellation will verify that the Price for the Delivery Period is still available, and if so, will execute the document (creating a fully executed Confirmation) and return the Confirmation by fax or by .pdf or .tif attachment to electronic mail transmission to the Municipality for its records. Only a fully executed

Confirmation shall be binding, form a part of this Agreement, and evidence an agreement between Constellation and the Municipality with respect to the Price for a specific Delivery Period for the Aggregation.

C. Market Information. When discussing pricing alternatives, Constellation may provide information and/or analyses of alternatives available to the Aggregation regarding energy commodities, related transactions for supply, and other energy market information. Constellation shall be deemed to have provided only information, and/or analyses of potential alternatives available to the Aggregation, and the Municipality shall make all decisions independently. Constellation has not and shall not be deemed to have made or given any representations, warranties, guarantees or assurances as to the actual or perceived outcomes and/or any other effects, adverse or beneficial, relating to this Agreement, the Terms and Conditions, or any Confirmation. Constellation has not acted and shall not be deemed to have acted, in any capacity as an agent or fiduciary for the Municipality in connection with this Agreement or any Confirmation

D. Adding to the Aggregation after planned Program enrollments. After the initial enrollment of the Aggregation (or after subsequent planned Program enrollments for a specific Delivery Period and Price agreed upon by Municipality and Constellation) Constellation may allow other potential participants to enroll with Constellation through various methods, including without limitation direct contact between an individual potential participant and Constellation via telephone or Constellation's website, and/or en masse through a special offering. For potential, eligible Program participants who enroll with Constellation other than during a planned Program enrollment that corresponds to a specific Delivery Period and Confirmation between the Municipality and Constellation, may pay a different rate than those who join during a planned Program enrollment.

E. Service Inquiries. Constellation shall establish a toll free telephone number to answer general information requests, billing questions and other customer service inquiries for the Aggregation participants. All emergency or other service disruption concerns should continue to be directed to the Utility.

ARTICLE 4: PUBLICITY AND TERMINATION

A. Press Releases. The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.

B. Program Endorsement. The Municipality and Constellation shall cooperate in disseminating information to all potential Aggregation participants concerning the Program and the Municipality's endorsement of the Program. Information related to pricing and other contractual terms related to participation in the Aggregation is subject to review and approval by Constellation. Similarly, any use of the Municipality's official seal for advertising or promotional purposes is subject to review and approval by the Municipality. Upon mutual agreement of the Parties, the Parties may utilize Municipality resources for advertising, promotion and consumer communications of the Municipality's selection of Constellation as the Municipality's sole preferred supplier for the Aggregation. The Municipality warrants that it will not take any action (written, verbal, or otherwise) to advise and/or encourage participants to exit the Aggregation, provided however, nothing in the preceding clause shall prohibit the Municipality from making factual statements in response to inquiries about the Aggregation or the Program.

C. Default and Termination. This Agreement may be terminated early: (1) if either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure thirty (30) days after written Notice of such failure is provided by one Party to the other, or (2) upon the occurrence of a Regulatory Event, as provided for in 4(D). Upon termination for any reason this Agreement shall be of no further force and effect, except for those obligations that survive termination (including without limitation those set forth in Article 5). The obligations of Constellation and each Aggregation participant set forth in the Terms and Conditions shall survive termination.

D. Regulatory Event. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties will enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for

the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. The following will constitute a "Regulatory Event":

1. **Illegality:** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
2. **Adverse Government Action:** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure.

ARTICLE 5: DISCLAIMER AND LIMITATION OF LIABILITY

A. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSTELLATION MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

ARTICLE 6: MISCELLANEOUS

A. Entire Agreement. This Agreement including all Attachments, fully executed Confirmations, and fully executed amendments, constitute the entire Agreement and understanding between the Parties with respect to the services, which are included herein. Any conflict between the terms and conditions of this Agreement and any Confirmation shall be resolved in favor of the Confirmation. All prior written and verbal agreements and representations with respect to these services are merged into and superseded by this agreement.

B. Amendment. All amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.

C. Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided however, with notice to the Municipality, Constellation may assign this Agreement to an affiliate.

D. Method of Notification. Any notices, requests or demands regarding the services provided under this Agreement shall be properly given or made upon receipt, if delivered by overnight or next day mailing/courier service to the address shown below. If delivered by facsimile, any such document shall be considered delivered on the business day the facsimile is sent, provided the sender has evidence of a successful transmission on that day, and provided further that the successful transmission occurred prior to 5:00 pm eastern prevailing time. If the facsimile is successfully transmitted after 5:00 pm eastern prevailing time, then the notice shall be deemed received on the next business day. Each Party shall direct notices, requests or demands to the other Party using the following address:

Notices to Constellation:	Notices to the Municipality:
----------------------------------	-------------------------------------

Attention: Contracts Administration Constellation NewEnergy, Inc. , 1221 Lamar St., Suite 750 Houston, Texas 77010 Telephone: 888-635-0827 Facsimile: 888-829-8738	, OH Attn: , OH Telephone: Facsimile:
With a copy to: Contract Administration Attn: Government Aggregation Constellation NewEnergy, Inc. 1716 Lawrence Drive DePere, WI 54115 Telephone: 920-617-6067 Facsimile: 920-617-6070	With a copy to: , Telephone: Facsimile:

E. Waivers. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

F. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflict of laws.

G. No Third Party Beneficiaries. The Parties do not intend for this Agreement to have, nor are there, any third party beneficiaries. Nothing herein shall be construed to create a private right of enforcement in any person or entity, it being the Parties' intent for this Agreement to only be enforceable by the Parties themselves.

H. Reports, Analysis, and Products. All reports, data aggregations and analysis, pricing products, templates for communications with eligible Program participants and/or the Aggregation and ideas, and other information generated by Constellation as part of this Agreement remain the sole and exclusive property of Constellation. The Municipality may use all such information furnished by Constellation for its internal use, but only in furtherance of the Program.

I. Plan of Operation and Governance. The Parties agree to perform consistent with the Plan of Operation and governance, provided however if there is a conflict between this Agreement and the Plan, this Agreement shall control. The Municipality agrees to provide notice of any changes the Municipality plans to make to the Plan in a manner that allows Constellation to adjust the administration or operation of the Program accordingly.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement; and
5. It will comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.

B. Additional Representations of the Municipality. The Municipality hereby further represents to Constellation, as of the date of this Agreement, that:

1. The Municipality's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Municipality is organized pursuant to its authorizing statutes and regulations;
2. This Agreement does not constitute any kind of investment by the Municipality that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which the Municipality (or any of its officials in their respective capacities as such) or its property is subject;
3. The Municipality has all regulatory authorizations necessary for it to legally perform its obligations under the Agreement and no consents of any other party and no act of any other governmental authority is required in connection with the execution, delivery and performance of the Agreement;
4. With respect to the Agreement, all acts necessary to the valid execution, delivery and performance of the Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Municipality is obligated to comply. Municipality Designee is duly authorized to execute Confirmations on behalf of the Municipality with respect to the Aggregation;
5. The Municipality is not relying on any representations, other than those set forth in Article 7(A), in entering into this Agreement; and
6. The Municipality is capable of assessing the merits and understanding the terms, conditions and risks of each energy, energy services, and/or related contracts that it enters into or chooses not to enter into, and prior to deciding whether to enter into any such arrangement and/or agreement, and in making such decision, the Municipality independently assesses the merits of such decision, and understands the terms, conditions and risks of such arrangement and/or agreement.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

, OH By: _____ Name: Title: Date: APPROVED AS TO FORM (if required): By: _____ Name: Title: Date:	Constellation NewEnergy, Inc. By: _____ Name: Title: Date:
---	--

ATTACHMENT 1**CONFIRMATION**

This Confirmation dated _____, once fully executed, is an agreement entered into pursuant to the terms of the Aggregation Program Agreement between Constellation NewEnergy, Inc. ("Constellation") and the _____, OH (the "Municipality"), and forms a part thereof.

Constellation and the Municipality agree that the Aggregation participants shall receive the Fixed Rate set forth below for the Delivery Period set forth below:

Delivery Period:

Fixed Rate: \$ _____ per kWh. The Fixed Rate does not include Utility distribution charges or applicable taxes.

ACKNOWLEDGED AND AGREED:

SAMPLE

_____, OH

By: _____

Name: _____

Title: _____

Date: _____

Constellation NewEnergy, Inc.

By: _____

Name: _____

Title: _____

Date: _____

This is not an offer. This Confirmation requires a signature from each Party to be effective.

Attachment: Reynoldsburg CNE OH Agg Program Agmt - electric - w.o preagg 06-2016 ... (1640 : Electric Aggregation Agreement with

ATTACHMENT 2

Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

The _____, Ohio ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on _____ and ordinance establishing the program, selected Constellation NewEnergy, Inc. ("Seller") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of _____ (the "Effective Date").

1. Opt-Out Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN _____, (2) BY CALLING _____ BY _____ OR (3) BY OPTING-OUT ON SELLER'S WEBSITE AT _____.** If you choose to opt-out, you will be served by the standard service offer of _____ (the "Utility") or until you choose an alternative supplier of electric service.

2. Eligibility: To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio ("PUCO") "do not aggregate" list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).

3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in _____ and shall remain in effect through the _____ meter read ("Initial Term"), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

4. Rescission Period: The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer's enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, ("Rescission Period") by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

5. Price: For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0. _____ per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary ("Broker") for this transaction and a per kWh Broker fee has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

6. Billing and Payment: Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget billing for Seller's charges.

7. Taxes: Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE AMOUNT OF BUYER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

9. Environmental Disclosure: Seller's environmental disclosure label, which will be updated from time to time, is available on Seller's

website.

10. Termination; Remedies: Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.

11. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

12. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at . Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

13. Miscellaneous: Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.

Development Department**Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****RESOLUTION REQUEST**

DATE: **January 23, 2017****TO:** **Finance Committee****RE:** A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE
SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF
REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS; AND
DECLARING AN EMERGENCY.

Emergency/Suspension: **Emergency****Reason For Emergency:** **Financial needs of the City's government**

That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and that a response is needed within 60 days of receiving the recommendation; wherefore upon adoption by council this ordinance shall be in effect immediately upon signature by the mayor.

A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF THE BRICE AND MAIN TIF, TAYLOR SQUARE TIF, TAYLOR ROAD TIF #1, TAYLOR ROAD TIF #2, KROGER TIF, AND SUMMIT ROAD TIF TAX INCENTIVE REVIEW COUNCILS.



MINUTES

**2016 FAIRFIELD COUNTY; TAYLOR SQ. TIRC
WEDNESDAY, JULY 29, 2016**

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Ed Laramée, Fairfield County Deputy Auditor

Mr. Laramée called the meeting to order at 3:05 p.m.

Present: Ed Laramée, Tina Thomas-Manning, Rick Szabrak, Richard Harris, Dan Havener and Rochelle Menningen

2. Approval of 2015 Minutes

Mr. Harris made a motion to approve the Minutes, seconded by Ms. Tina Thomas-Manning; five affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Square TIF

Mr. Harris: This is the Taylor Sq. Tax Increment. The infrastructure has been built, the debt service has been paid, and the schools are getting their money regularly. Everything seems to be working as scheduled. This was part of a debt refinancing that we did. The debt service is going to be reduced by about \$700,000. We are down to eight years left on the bonds. The debt service has been paid to date.

Mr. Laramée: *(Inaudible)*

Mr. Harris: It was put there in case one of the major retailers decided not to come, and the schools and developer would have then been on the hook for making up the shortfall. That was the reason for that. It took off and was very successful. It is all built out.

Mr. Laramée: *(Inaudible)*

Mr. Harris: parking for the IHOP and Olive Garden is terrible. Anything that does not include a major parking lot there is going to be a problem. No other tax incentives, just

the debt service on Phase One. Noble properties, even when the old hotel was there, had owned that for forty years.

Mr. Laramée: *(Inaudible)*

Mr. Harris: The bond issuance was between seven and a half, and eight million. There was even enough to put the snub road in on the west side. Most of it was sidewalks, sewers, water streets, that sort of thing.

Mr. Laramée: *(Inaudible)*

Mr. Harris: I get about a dozen calls a year about the tax rate at the Walmart, and I have to explain that it is not in Franklin County, and it is in Fairfield.

Mr. Harris made a motion to accept the reports and to continue the TIF, seconded by Mr. Havener; five affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Laramée adjourned the meeting at 3:17 p.m.

TAYLOR SQUARE TAX INCREMENT FINANCING

4.c.b

Phase I and II	1st Half 2015	2nd half 2015
Total Phase I Collected	702,113.06	658,615.57
Total Phase II Collected	268,447.09	278,224.98
TOTAL COLLECTED	970,560.15	936,840.55

Effective Class II % to School 71.00% 71.00%

Subaccounts	1st Half 2015	2nd half 2015
Phase I Reserve		
Phase I Debt Service	702,113.06	658,615.57
Phase II School Revenue	190,597.43	197,539.74
Phase II Debt Service	77,849.66	80,685.24
	970,560.15	936,840.55

Fund 970 (TIF)	1st Half 2015	2nd half 2015
Fund 970 Beginning Balance	459,388.50	1,165,942.80
Total Collected	970,560.15	936,840.55
Paid To Schools	-264,005.84	-388,137.17
Transferred to Debt Service		-601,348.00
Debt Payments paid from Tax Revenues	0.00	
Fund 970 Ending Balance	1,165,942.80	1,113,298.18
Fund 970 reserve		195,382.65

Payments to School District	1st Half 2015	2nd half 2015
Phase II School Revenue (30 days after receipt)	190,597.43	197,539.74
Annual Balance (30 days after calendar year)		917,915.53

Service Payment Deficiencies	2015	2015
Phase I Owner's Parcel (i)		832,949.65
Phase I Property (ii)		1,360,728.63
Credited Payments (iii)		1,519,263.53
Debt Payment Required		601,348.00
Debt Service Deficiency		0.00
Target Deficiency		0.00
Amount Due From Owner		0.00

Attachment: Taylor Sq TIF Reports (1616 : Resolution Accepting Recommendations of Several City of Reynoldsburg Tax Incentive Review

Taylor Square
1st half

2015 Tax Year 2014

Phase		Total Collected	Fees	Net Amount
I - Other	044-73792-00 BP Exploration	14,307.62	306.57	14,001.05
I - Other	044-73793-00 Bills Sunoco	23,088.43	494.72	22,593.71
I - Other	044-73793-13 Noca (O'Charlies)	23,049.96	493.89	22,556.07
I - Other	044-73793-15 Noca (Fridays)	24,440.59	523.69	23,916.90
I - Other	044-73795-12 BP Exploration		0.00	0.00
I - Other	044-73795-50 Noca Ltd.	725.90	15.55	710.35
I - Other	044-73795-51 Smokey Bones	28,641.76	613.71	28,028.05
I - Other	044-73795-52 Sliver	1,036.74	22.21	1,014.53
I - Other	044-73795-70 Fifth Third Bank	23,173.07	496.53	22,676.54
I - Other	044-73795-80 P & S Hotel Group	109,808.07	2,352.86	107,455.21
I - Other	044-73795-90 First Hospitality	44,457.70	952.60	43,505.10
		<u>292,729.84</u>	<u>6,272.32</u>	<u>286,457.52</u>
I - Owner	044-73795-20 Noca (Walmart)	248,713.27	5,328.80	243,384.47
I - Owner	044-73795-30 Noca Retail Devel.	119,814.85	2,567.27	117,247.58
I - Owner	044-73795-40 Noca (West Strip)	56,228.30	1,204.80	55,023.50
		<u>424,756.42</u>	<u>9,100.88</u>	<u>415,655.54</u>
II	044-73790-10 Ardmore of Ohio		0.00	0.00
II	044-73790-11 Ardmore of Ohio		0.00	0.00
II	044-73791-00 Logans SH	41,038.31	879.33	40,158.98
II	044-73791-10 City of Reyn.		0.00	0.00
II	044-73791-11 Ardmore of Ohio	156.17	3.35	152.82
II	044-73791-20 UHA Corp.	15,479.36	331.68	15,147.68
II	044-73793-11 Noca Retail Devel.	21,246.56	455.25	20,791.31
II	044-73793-30 Drury Inns Inc	34,980.22	749.52	34,230.70
II	044-73794-10 Drury Inns Inc	-619.52	-13.27	-606.25
II	044-73794-20 Drury Inns Inc	4,852.93	103.98	4,748.95
II	044-73795-00 BP Gas Lease.	14,027.57	300.57	13,727.00
II	044-73795-01 Reynoldsburg LLC	-17,723.14	-379.75	-17,343.39
II	044-73795-13 Sams (17%).	53,970.20	1,156.42	52,813.78
II	044-73795-14 Parking lot	15,649.39	335.32	15,314.07
II	044-73795-10 Drury Inns Inc	23,117.69	495.34	22,622.35
II	044-73795-60 Noca Ltd.	68,149.31	1,460.24	66,689.07
		<u>274,325.05</u>	<u>5,877.96</u>	<u>268,447.09</u>
Total 2010 Collections estimated		991,811.31	21,251.16	970,560.15

Taylor Square
2nd half
2015 Tax Year 2014

Phase		Total Collected	Fees	Net Amount
I - Other	044-73792-00 BP Exploration	14,307.62	251.37	14,056.25
I - Other	044-73793-00 Bills Sunoco	23,088.43	405.64	22,682.79
I - Other	044-73793-13 Noca (O'Charlies)	23,049.96	404.96	22,645.00
I - Other	044-73793-15 Noca (Fridays)	24,440.59	429.40	24,011.19
I - Other	044-73795-12 BP Exploration		0.00	0.00
I - Other	044-73795-50 Noca Ltd.	725.90	12.75	713.15
I - Other	044-73795-51 Smokey Bones	9,676.78	170.01	9,506.77
I - Other	044-73795-52 Sliver	1,036.74	18.21	1,018.53
I - Other	044-73795-70 Fifth Third Bank	23,173.07	407.13	22,765.94
I - Other	044-73795-80 P & S Hotel Group	81,680.27	1,435.04	80,245.23
I - Other	044-73795-90 First Hospitality	44,457.70	781.08	43,676.62
		<u>245,637.06</u>	<u>4,315.60</u>	<u>241,321.46</u>
I - Owner	044-73795-20 Noca (Walmart)	248,713.27	4,369.41	244,343.86
I - Owner	044-73795-30 Noca Retail Devel.	119,814.85	2,105.03	117,709.82
I - Owner	044-73795-40 Noca (West Strip)	56,228.30	987.88	55,240.42
		<u>424,756.42</u>	<u>7,462.32</u>	<u>417,294.10</u>
II	044-73790-10 Ardmore of Ohio		0.00	0.00
II	044-73790-11 Ardmore of Ohio		0.00	0.00
II	044-73791-00 Logans SH	21,382.75	375.67	21,007.08
II	044-73791-10 City of Reyn.		0.00	0.00
II	044-73791-11 Ardmore of Ohio	156.17	2.74	153.43
II	044-73791-20 UHA Corp.	15,479.36	271.96	15,207.40
II	044-73793-11 Noca Retail Devel.	21,246.56	373.28	20,873.28
II	044-73793-30 Drury Inns Inc		0.00	0.00
II	044-73794-10 Drury Inns Inc	-2,994.48	-52.61	-2,941.87
II	044-73794-20 Drury Inns Inc	-4,891.55	-85.94	-4,805.61
II	044-73795-00 BP Gas Lease.	14,027.57	246.45	13,781.12
II	044-73795-01 Reynoldsburg LLC	55,466.36	974.49	54,491.87
II	044-73795-13 Sams (17%).	53,970.20	948.20	53,022.00
II	044-73795-14 Parking lot	18,090.59	317.83	17,772.76
II	044-73795-10 Drury Inns Inc	23,117.69	406.15	22,711.54
II	044-73795-60 Noca Ltd.	68,149.31	1,197.32	66,951.99
		<u>283,200.53</u>	<u>4,975.55</u>	<u>278,224.98</u>
Total 2010 Collections estimated		953,594.01	16,753.46	936,840.55



MINUTES

2016 FRANKLIN COUNTY; BRICE ROAD TIRC WEDNESDAY, JULY 29, 2016

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Brian Katz, Franklin County Auditor's Office

Mr. Katz called the meeting to order at 2:32 p.m.

Present: Brian Katz, Shelley May, Cindy Deloid, Tina Thomas-Manning, Richard Harris, Dan Havener and Rochelle Menningen

2. Approval of 2015 Minutes

Mr. Katz asked to have a correction on the 2015 Minutes. Under Ms. May it stated built and should have been billed.

Mr. Katz made a motion to approve the Minutes with the noted correction, seconded by Mr. Havener; six affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Brice Road TIF

Mr. Harris: I have given everybody a copy of the information. The Brice Rd. TIF debt service has been paid for the year and the school has gotten their money. So everything is as it should be.

Mr. Harris made a motion to accept the reports and to continue the TIF, seconded by Mr. Havener; six affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Katz adjourned the meeting at 2:35 p.m.

	1st Half	2nd Half
Total Net TIF Collections	2015	2015
Home Depot Settlement	73,582.98	73,582.98
Home Depot 10% Rollback	0.00	0.00
Walgreens Settlement	34,073.80	34,073.80
Walgreens 10% Rollback	0.00	0.00
Gross Collection	107,656.78	107,656.78
Less:		
Aud/Treas Fees	1,218.45	1,220.87
Delinquent Tax Collection (5%)		
Net Distribution	106,438.33	106,435.91

Effective Class II % to School	62.75%	62.75%
	1st Half	2nd Half
Subaccounts	2015	2015
School Revenue Account	66,790.05	66,788.53
Public Improvement Account	39,648.28	39,647.38
	106,438.33	106,435.91

	1st Half	2nd Half
Distribution to Schools	2015	2015
Beginning Balance Owed to Schools	5,278.82	66,790.05
Funds Deposited in School Revenue Account	66,790.05	66,788.53
Paid To Schools	5,278.82	124,721.18
Ending Balance Owed to Schools	66,790.05	8,857.41

Fund 971 (Brice - Main TIF)	1st Half	2nd Half
	2015	2015
Fund 971 Beginning Balance	9,021.92	109,425.25
Total Collected	106,438.33	106,435.91
Debt Service paid for 2003 Bonds	6,035.00	81,035.00
Paid To Schools		130,000.00
Fund 971 Ending Balance	109,425.25	14,826.16
	trf from GF	10,000.00
		24,826.16

2nd half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Home Depot 90-007	73,582.98	834.46	2072,748.52	0.00	72,748.52
Walgreen 90-28	34,073.80	386.41	33,687.39	0.00	33,687.39
Tax Year 2014	107,656.78	1,220.87	106,435.91	0.00	106,435.91

1st half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Home Depot 90-007	73,582.98	832.81	72,750.17	0.00	72,750.17
Walgreen 90-28	34,073.80	385.64	33,688.16	0.00	33,688.16
Tax Year 2014	107,656.78	1,218.45	106,438.33	0.00	106,438.33



MINUTES

2015 LICKING COUNTY TIRC WEDNESDAY, SEPTEMBER 30, 2015

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Michael Smith, Licking County Auditor

Mr. Smith called the meeting to order at 3:32 p.m.

Present: Michael Smith, Tina Thomas-Manning, Robert Platte, Brad Mercer, Walter Rogers, Atty. Jed Hood, Richard Harris, Dan Havener, and Rochelle Menningen

2. Approval of 2015 Minutes

Atty. Hood made a motion to approve the Minutes, seconded by Mr. Harris; eight affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Kroger TIF

Mr. Harris: This was to fund the improvements at Taylor Rd. and US 40. This was done through District 2 money. Money is still being collected. The bond on this is still being paid on. However, ODOT still has the authority to come in and demand improvements on that intersection. For those of you who were not around then, Kroger had thought about going north and putting in shops there. I do not know if they have any thoughts of doing that now. At some point in time we are probably going to have to put another lane going southbound on Taylor. At one point in time, McDonalds had thought about going in across the street. If something like that came in, we would have to do the infrastructure. Sanitary we already did up the street.

Mr. Havener: Sanitary was not done to the east.

Mr. Harris: No, and the reason it was done was to get our sewer lines in before the gas station.

Atty. Hood: There were other utilities to identify that were necessary.

Atty. Hood made a motion to accept the reports and to continue the TIF, seconded by Mr. Harris; eight affirmative votes, no negative votes; the Motion carried.

4. Taylor Road TIF #1

Mr. Harris: This is on a condominium complex that is on the west side of Taylor Rd., north of Main. We have some money coming in. The original intent was to use the income to put water and sewer under Taylor Rd.

Atty. Hood made a motion to accept the reports and to continue the TIF, seconded by Mr. Harris; eight affirmative votes, no negative votes; the Motion carried.

5. Taylor Road TIF #2

Mr. Harris: This is on a multi-family development south on Taylor Rd. This was also meant for infrastructure. After a number of years of not having anything, I do not know what the plans are.

Atty. Hood made a motion to accept the reports and to continue the TIF, seconded by Mr. Harris; eight affirmative votes, no negative votes; the Motion carried.

6. Summit Road TIF

Mr. Harris: This is for the west side of Summit Rd. Mr. McClain is building an assisted living which is going to be generating some money. Eventually the rest of that will probably all be residential.

Atty. Hood made a motion to accept the reports and to continue the TIF, seconded by Mr. Harris; eight affirmative votes, no negative votes; the Motion carried.

7. Comments and Closing

Mr. Smith adjourned the meeting at 3:42

Kroger TIF
Fund 972

	1st half	2nd half
Total Net TIF Collections	2015	2015
Kroger	39,009.58	39,009.58
Kroger 10% Rollback	0.00	0.00
	0.00	0.00
	0.00	0.00
Gross Collection	39,009.58	39,009.58
Less:		
Aud/Treas Fees	507.05	520.17
Delinquent Tax Collection (5%)		
Net Distribution	38,502.53	38,489.41

Fund 972 Kroger Tif	1st half	2nd half
	2015	2015
Fund 972 Beginning Balance	254,672.87	276,133.54
Total Collected	38,502.53	38,489.41
Debt Service -SIB Loan	17,041.86	17,041.86
Fund 972 Ending Balance	276,133.54	297,581.09

KROGER

2nd Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Kroger	39,009.58	520.17	38,489.41	0.00	38,489.41
			0.00	0.00	0.00
	39,009.58	520.17	38,489.41	0.00	38,489.41

1st Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Kroger	39,009.58	507.05	38,502.53	0.00	38,502.53
			0.00	0.00	0.00
	39,009.58	507.05	38,502.53	0.00	38,502.53

Summit Rd #1
Fund 973

	1st half 2015	2nd half 2015
Total Net TIF Collections		
Summit Rd #1	0.00	0.00
Summit Rd #1 10% Rollback	0.00	0.00
Maple Woods Farms	0.00	0.00
Maple Woods Farms-10% Rollback	0.00	0.00
Gross Collection	0.00	
Less:		
Aud/Treas Fees	0.00	0.00
Delinquent Tax Collection (5%)		
Net Distribution	0.00	0.00

Fund 973 Summit Rd #1 Tif	1st half 2015	2nd half 2015
Fund 973 Beginning Balance	5,105.61	5,105.61
Total Collected	0.00	0.00
Debt Service		
Fund 973 Ending Balance	5,105.61	5,105.61

Taylor Rd Tif #1
Fund 974

	1st half	2nd half
Total Net TIF Collections	2015	2015
Taylor Chase	10,252.31	7,393.04
	0.00	0.00
Gross Collection	10,252.31	7,393.04
Less:		
Aud/Treas Fees	149.48	98.44
Delinquent Tax Collection (5%)		
Net Distribution	10,102.83	7,294.60

Fund 974 Taylor Rd-1 Tif	1st half	2nd half
	2015	2015
Fund 974 Beginning Balance	116,576.52	126,679.35
Total Collected	10,102.83	7,294.60
Debt Service		
Fund 974 Ending Balance	126,679.35	133,973.95

Taylor Rd #1

2nd Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Taylor Chase	7,393.04	98.44	7,294.60	0.00	7,294.60
			0.00	0.00	0.00
Tax Year 2014	7,393.04	98.44	7,294.60	0.00	7,294.60

1st Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Taylor Chase	10,252.31	149.48	10,102.83		10,102.83
Tax Year 2014	10,252.31	149.48	10,102.83	0.00	10,102.83

Taylor Rd Tif #2
Fund 975

	1st half	2nd half
Total Net TIF Collections	2015	2015
Park National Bank	0.00	0.00
Glen O Bard	758.61	0.00
	0.00	0.00
Gross Collection	758.61	0.00
Less:		
Aud/Treas Fees	9.83	0.00
Delinquent Tax Collection (5%)		
Net Distribution	748.78	0.00

Fund 975 Taylor Rd-2 Tif	1st half	2nd half
	2015	2015
Fund 975 Beginning Balance	12,727.95	13,476.73
Total Collected	748.78	0.00
Debt Service		
Fund 975 Ending Balance	13,476.73	13,476.73

1st Half 2015 Collections

2nd Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Park National Bank	0.00		0.00	0.00	0.00
Glen O Bard	0.00	0.00	0.00	0.00	0.00
Tax Year 2014	0.00	0.00	0.00	0.00	0.00

1st Half 2015 Collections

1st Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Park National Bank	0.00	0.00	0.00		0.00
Glen O Bard	758.61	9.83	748.78		748.78
Tax Year 2014	758.61	9.83	748.78	0.00	748.78

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: **January 23, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING THE REYNOLDSBURG DIVISION OF
POLICE TO APPLY FOR AND ACCEPT THE US DEPARTMENT OF
JUSTICE; OFFICE OF JUSTICE PROGRAMS; BUREAU OF JUSTICE
ASSISTANCE GRANT AND DECLARING AN EMERGENCY.

Emergency/Suspension: **Emergency****Reason For Emergency:** **Financial needs of the City's government****Apply and Receive the Body Worn Camera Grant****Statement of Necessity: Permission to pass this request as an emergency due to the deadline for grant application being February 16, 2017.**

The Reynoldsburg Division of Police request permission to apply for the Body Worn Camera Policy and Implementation Grant, and request to receive the funding from the grant if approved.

Please see the attached support document detailing the implementation of this grant.

OMB No. 1121-0329
Approval Expires 12/31/2018

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the FY 2017 Body-Worn Camera Policy and Implementation Program. This program furthers the Department's mission by supporting the safe and fair administration of justice.

Body-Worn Camera Policy and Implementation Program FY 2017 Competitive Grant Announcement

Applications Due: February 16, 2017

Eligibility

Eligible applicants are limited to public agencies of state government, units of local government, and federally recognized Indian tribal governments that perform law enforcement functions (as determined by the Secretary of the Interior); or any department, agency, or instrumentality of the foregoing that performs criminal justice functions (including combinations of the preceding, one of which is designated as the primary applicant).

BJA welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients ("subgrantees").¹ The applicant must be the entity that would have primary responsibility for carrying out the award, including administering the funding and managing the entire Body-Worn Camera Policy and Implementation Program. Under this solicitation, only one application by any particular applicant entity will be considered. An entity may, however, be proposed as a subrecipient ("subgrantee") in more than one application.

BJA may elect to fund applications submitted under this FY 2017 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

If clarification as to an entity's eligibility is needed, applicants are encouraged to contact BJA to confirm their eligibility before developing a full application. BJA will consider supporting documentation relevant to a determination of eligibility.

¹ For additional information on subawards, see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

Deadline

Applicants must register with [Grants.gov](https://grants.gov) prior to submitting an application. All applications are due to be submitted and in receipt of a successful validation message in Grants.gov by 11:59 p.m. eastern time on February 16, 2017.

To be considered timely, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, in order to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

OJP encourages all applicants to read this [Important Notice: Applying for Grants in Grants.gov](#).

For additional information, see [How to Apply](#) in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, or via email to support@grants.gov. The [Grants.gov](https://grants.gov) Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the BJA contact identified below **within 24 hours after the application deadline** and request approval to submit its application. Additional information on reporting technical issues appears under "Experiencing Unforeseen Grants.gov Technical Issues" in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Grants.gov number assigned to this solicitation: BJA-2017-11221

Release date: December 13, 2016

Contents

A. Program Description	4
Overview	4
Program-Specific Information	4
Goals, Objectives, and Deliverables	5
Evidence-Based Programs or Practices	12
B. Federal Award Information.....	12
Type of Award	13
Financial Management and System of Internal Controls.....	13
Budget Information.....	14
Cost Sharing or Matching Requirement.....	14
Pre-Agreement Costs (also known as Pre-award Costs).....	14
Limitation on Use of Award Funds for Employee Compensation; Waiver	15
Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs	15
Costs Associated with Language Assistance (if applicable)	15
C. Eligibility Information.....	16
D. Application and Submission Information	16
What an Application Should Include	16
How to Apply	24
E. Application Review Information.....	28
Review Criteria.....	28
Review Process	30
F. Federal Award Administration Information	31
Federal Award Notices	31
Administrative, National Policy, and Other Legal Requirements	32
General Information about Post-Federal Award Reporting Requirements	32
G. Federal Awarding Agency Contact(s)	33
H. Other Information.....	33
Freedom of Information Act and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)	33
Provide Feedback to OJP	33
Application Checklist	35

Body-Worn Camera Policy and Implementation Program

(CFDA #16.835)

A. Program Description

Overview

Law enforcement agencies across the country and worldwide are using body-worn cameras (BWC) as a promising tool to improve law enforcement interactions with the public. BWCs can provide a visual and audio record of interactions. Some preliminary evidence indicates that the presence of BWCs helps strengthen accountability and transparency, and can assist in de-escalating conflicts, resulting in more constructive encounters between the police and members of the community. This competitive solicitation is for law enforcement agencies seeking to **establish or enhance** BWC Policy and Implementation Programs (PIP). Successful applicants will be responsible for a mandatory 50 percent in-kind or cash match.

The FY 2017 BWC PIP will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is to help agencies develop, implement, and evaluate a BWC program as one tool in a law enforcement agency's comprehensive problem-solving approach to enhance officer interactions with the public and build community trust.

Successful applicants will develop and implement policies and practices required for effective program adoption, and will address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. BJA expects the BWC programs to make a positive impact on the quality of policing in these jurisdictions and to inform national efforts to improve the use of BWCs more broadly. While BWC equipment may be purchased under this program, successful applicants must demonstrate a commitment and adherence to a strong BWC policy framework, including comprehensive policy adoption and requisite training.

Statutory Authority: Any awards under this solicitation would be made under statutory authority provided by a full-year appropriations act for FY 2017. As of the writing of this solicitation, the Department of Justice is operating under a short-term "Continuing Resolution;" no full-year appropriation for the Department has been enacted for FY 2017.

Program-Specific Information

Law enforcement agencies' use of BWC programs has shown these cameras to be a promising practice to improve law enforcement's interactions with the public. These cameras are an important tool that could be an integrated part of a jurisdiction's holistic problem-solving and community-engagement strategy, helping to increase both trust and communication between the police and the communities they serve. BWCs can be highly effective, providing an objective audio and visual record of interactions that can capture empirical evidence in the event of a crime, police-citizen interaction, or use-of-force incident. Preliminary research indicates that departments that have effectively implemented BWC programs have received fewer public

complaints, file fewer use-of-force reports, and show a reduction in adjudicated complaints resulting in a decrease of settlements.

While research relating to BWCs is promising, current implementation methods vary widely and BWC deployment is often a complex balance between the overarching public safety goals and the technological, logistical, and policy challenges. Leading police membership organizations like the Police Executive Research Forum (PERF) and the International Association of Chiefs of Police (IACP), and federal agencies such as DOJ's Office of Community Oriented Policing Services (COPS) and OJP's Diagnostic Center, BJA, and National Institute of Justice (NIJ) have produced helpful guidance related to the complex privacy, officer safety, and policy issues involved in implementing this rapidly evolving technology:

1. BJA Body-Worn Camera Toolkit: www.bja.gov/bwc
2. COPS/PERF Resource: www.justice.gov/iso/opa/resources/472014912134715246869.pdf
3. IACP Resources: www.theiacp.org (search "Body Worn Camera")
4. OJP Diagnostics Center Resource: www.ojpdiagnosticcenter.org/sites/default/files/spotlight/download/Police%20Officer%20Body-Worn%20Cameras.pdf
5. National Institute of Justice Resource: www.nij.gov/topics/law-enforcement/technology/Pages/body-worn-cameras.aspx

Goals, Objectives, and Deliverables

BJA is soliciting applications from law enforcement agencies to develop a comprehensive, problem-solving approach that incorporates BWCs into officer practice by implementing a first-time program or enhancing an existing BWC program that includes the following elements:

- Implementation of a BWC program developed in a planned and phased approach that first achieves broad stakeholder, local political leadership, and community engagement, and then leverages partnership input to address policy, training, deployment, and procurement requirements.
- Implementation of appropriate privacy policies that, at a minimum, address BWC program issues involving civil rights, domestic violence, juveniles, and victims' groups, and legal liabilities of release of information.
- Implementation of operational procedures and tracking mechanisms that address the use, review, access, storage, retention, redaction, and expungement of digital voice and audio evidence.
- Training of officers, administrators, and associated agencies requiring access to digital multimedia evidence (DME).

Program funds are expected to support necessary collaboration with other justice stakeholders, such as citizen and community groups, prosecution, defense counsel, labor organizations (e.g., police unions), and the courts, to help ensure that an effective program is implemented. BJA requires that applicants develop a communication strategy for engaging with privacy and civil liberty advocacy groups to promote understanding of the program and obtain buy-in. Program funds may be used to engage and inform the public and victim, privacy, and civil liberty advocacy groups about how the applicant will use its BWC project as a part of a larger initiative to improve transparency and accountability in encounters between police and the public. The successful applicant will demonstrate it has evaluated its agency's existing evidence and practices related to

increasing accountability and transparency and will set goals and develop strategies (to include the use of BWCs) that will improve outcomes during police–citizen encounters.

Policy and practices should at minimum address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability, and discipline. They must also consider the impact of data collection and use on public trust and police legitimacy. Public record laws, which allow public access to information held by government agencies, including law enforcement, should also be evaluated and, when practicable, modified to protect the privacy of the individuals whose records they hold and to maintain the trust of the community. These policies and practices should at a minimum increase transparency and accessibility, provide appropriate access to information, allow for public posting of policy and procedures, and encourage community interaction and relationship building.

Special Condition for Policy Development and Planning:

Award recipients shall be required to work with the BJA-funded BWC training and technical assistance (TTA) provider as part of the policy development process review prior to full funding being released for procurement and implementation. The agencies are also encouraged to utilize the services of the TTA provider to assist in any areas of BWC policy development and implementation.

Agencies shall only have access to 10 percent of federal award funds for preliminary policy development and planning efforts prior to this review. Match funds should only be encumbered after an approved budget has been processed by BJA and received by the grantee.

The primary tool for policy development review is the BWC Policy Scorecard, which can be found on BJA's website, <https://www.bja.gov/bwc/pdfs/BWC-Scorecard-Instructions-and-Template.pdf>. Agencies are required to complete the scorecard process through the TTA provider prior to release of funds for implementation.

Agencies are also encouraged to contact the TTA provider via the contact information found on the TTA website, at <http://www.bwctta.com>, prior to application submission to ensure the agency understands the potential impacts of a BWC program. This funding opportunity does not cover long-term program and storage costs and BJA wants to ensure agencies understand the potential impact on their agency and agency budget.

Successful applicants will identify the methods by which they plan to address the "Considerations for Implementation" referenced in the COPS "Implementing a Body-Worn Camera Program" (see "Considerations for Implementation" section below). Additionally, the applicant will describe the existing or intended methods of establishing and measuring the success of the BWC program and the policies and practices required for a sustainable BWC program, including the relationships with associated agencies, advocates, and other interested parties. Funds for the expansion of existing programs should be used to support represented police agencies with body-worn cameras, the associated hardware, software licenses, and contractual agreements directly related to program creation or expansion. These funds should not be used to extend maintenance and support services for existing resources.

The Goals, Objectives, and Deliverables are directly related to the performance measures set out in the table in [Section D. Application and Submission Information](#), under "Program Narrative."

Reimbursement for previously purchased cameras, other equipment, and contracts:

BJA only expects to fund new and expanding BWC programs; applications that seek reimbursement for previously purchased components are not being considered for this solicitation. See the **Pre-Agreement Cost Approvals** section on page 14.

Data Storage Costs: To ensure agencies establish program continuity this solicitation does not allow for federal reimbursement of data storage costs. BJA does recognize that BWC systems are often bundled or sold as software-as-a-service (SAAS) with no line-item distinction to data storage costs. Procurements with bundled costs, specifically no line-item storage costs, are permissible for reimbursement and the agency will not be asked to break out the costs.

CATEGORY 1: IMPLEMENTATION OR EXPANSION OF BWC PROGRAMS FOR SMALL AGENCIES.

Competition ID: BJA-2017-12240

This funding category seeks to establish new or expand existing BWC programs in police agencies with 25 or fewer sworn officers. Applicants may request no more than \$50,000 under this category. BJA estimates 40 awards will be made in this category for an estimated total amount of \$2,000,000.

Funding Metric:

There is a minimum request of \$10,000 for this category. If an agency does not require this level of funding they are encouraged to partner with other criminal justice agencies to combine projects and have one of the agencies act as the applicant while the partner agencies act as subrecipients.

This category is not restricted by the \$1,500 camera metric (see below), though peer reviewers and BJA will consider the cost ratio of requested funds to the number of body-worn cameras requested. All categories must follow the 50 percent funding match requirement.

CATEGORY 2: IMPLEMENTATION OR EXPANSION OF BWC PROGRAMS FOR MID-SIZED AGENCIES.

Competition ID: BJA-2017-12241

This funding category seeks to establish new or expand existing BWC programs in mid-sized police agencies with more than 25 sworn officers and up to 250 sworn officers. Applicants may request no more than \$400,000 under this category. BJA estimates 10 awards will be made in this category for an estimated total amount of \$4,000,000.

Funding Metric:

Applicants for this category may request no more than \$1,500.00 for each camera to be deployed in this phase of their BWC program, up to the agency size funding limitations (see below). Though funds are correlated to the number of cameras, **awarded funds may also be used for any part of the BWC program** other than line-item data storage costs, which can only be covered with matching funds. BWC systems that are bundled or sold as software-as-a-service (SAAS) with no line-item distinction to data storage costs are permissible for award funding.

CATEGORY 3: IMPLEMENTATION OR EXPANSION OF BWC PROGRAMS FOR LARGE AGENCIES.

Competition ID: BJA-2017-12242

This funding category seeks to establish new or expand existing BWC programs in large police agencies with more than 250 and up to 1,000 sworn officers. Eight awards are anticipated, and applicants may request no more than \$750,000 for an estimated total amount of \$6,000,000 under this category.

Funding Metric:

Applicants for this category may request no more than \$1,500.00 for each camera to be deployed in this phase of their BWC program, up to the agency size funding limitations (see below). Though funds are correlated to the number of cameras, **awarded funds may also be used for any part of the BWC program** other than line-item data storage costs, which can only be covered with matching funds. BWC systems that are bundled or sold as software-as-a-service (SAAS) with no line-item distinction to data storage costs are permissible for award funding.

CATEGORY 4: IMPLEMENTATION OR EXPANSION OF BWC PROGRAMS FOR EXTRA-LARGE AGENCIES.**Competition ID: BJA-2017-12243**

This funding category seeks to establish new or expand existing BWC programs in extra-large police agencies with more than 1,000 sworn officers. Five awards are anticipated, and applicants may request no more than \$1,000,000 for an estimated total of \$5,000,000 under this category.

Funding Metric:

Applicants for this category may request no more than \$1,500.00 for each camera to be deployed in this phase of their BWC program, up to the agency size funding limitations (see below). Though funds are correlated to the number of cameras, **awarded funds may also be used for any part of the BWC program** other than line-item data storage costs, which can only be covered with matching funds. BWC systems that are bundled or sold as software-as-a-service (SAAS) with no line-item distinction to data storage costs are permissible for award funding.

CAMERA-BASED FUNDING METRIC FORMULA FOR CATEGORIES 2, 3, and 4:

Number of Cameras in Project X \$1,500 = Max. Requested Funds

Max. Requested Funds + Matching Funds = Total Program Cost

- Note: \$1,500.00 is **not** the expected cost of a body-worn camera. Paired with the matching funds, it is the expected total program costs for one (1) camera system to include: Camera, Storage, Software, Licenses, Services, Policy Development, Training, etc.

Example 1:

An agency may request \$150,000 in funding for a 100-camera program (\$1,500 X 100), while actually only spending \$100,000 of awarded funds

on cameras; the other \$50,000 could be spent on planning and training staff. Additionally, the soft-match requirements could be met by line-item data storage and other agency costs and partner program expenses such as those incurred by prosecutors, defense bar, or community outreach.

Example 2:

Agencies could apply directly under a category based on the size of their agency, or they could partner with other agencies to bring the combined sworn officers count up to another category's minimum officer count.

Example 3:

An agency that applies for \$100,000 in federal funds will have to identify a minimum of \$100,000 of in-kind or cash matching funds. This means the total program cost is at least \$200,000 for this example.

Matching fund considerations are reviewed through the peer-review process and used in award determinations by BJA. If there are questions about the type or amount of matching funds being used, applicants are encouraged to contact the National Criminal Justice Reference Service (NCJRS) Response Center toll-free at 800-851-3420.

CONSIDERATIONS FOR IMPLEMENTATION:

Applicants are strongly encouraged to review the COPS "Implementing a Body-Worn Camera Program"² report. The successful applicant will demonstrate a thorough understanding and appreciation of the issues discussed and will incorporate the most important program design elements in their proposal.

All applicants must describe a detailed phased implementation plan for achieving the goals of the BWC PIP as part of their program narrative. The following elements, taken directly from the COPS report, must be included in this plan in order to receive funding consideration.

- Privacy considerations
- Impact on community relationships
- Addressing officer concerns (e.g., privacy, safety, administrative uses)
- Managing expectations of police agencies and the public
- Ensure partnerships with associated criminal justice agencies like prosecutors and the judiciary support effective implementation
- Financial considerations
- Technical specifications and considerations
- Use of data, training, and program evaluation

Prior to pursuing funding under this solicitation, evidence of cross-agency collaboration and a high level of commitment from participating agencies and entities should be received and documented (via memoranda of understanding or other appropriate mechanisms) because the primary focus of this program is implementation. Such commitment should be described in the

² Miller, Lindsay, Jessica Toliver, and Police Executive Research Forum. 2014. *Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned*. Washington, DC: Office of Community Oriented Policing Services. www.justice.gov/iso/opa/resources/472014912134715246869.pdf.

application and submitted as attachments with the application. Pre-implementation applicants are expected to focus on the planning of efforts and tasks to accomplish these goals, while applicants with existing implementations are expected to document how these goals were accomplished and/or plan to be improved.

CONSIDERATIONS FOR PROCUREMENT:

If awarded, grantees must ensure all funds, federal and match, expended through procurement processes are done using fair, competitive processes. Agencies shall not rely on informal testing of equipment (piloting) to determine equipment selection. Grantee testing and evaluation alone do not meet federal procurement standards. For more information on federal procurement please see <http://ojp.gov/financialguide/DOJ/index.htm>. BJA has developed a [BWC Request for Proposals template](#) that takes into account many of the primary considerations when procuring a BWC system. This requirement does not apply to funds that are for non-procurement based expenditures, such as officer training time.

CONFERENCE TRAVEL REQUIREMENTS:

All applicants must identify funding within their submitted budgets (requested federal funds or offered agency match) for two staff members to attend one mandatory national BWC PIP meeting in a location to be determined and one optional regional BWC PIP meeting. The applicants are also required to budget for staff to attend at least one of the regional BWC conferences with similar expected costs. There are expected to be one national BWC PIP Conference per year and two regional BWC PIP Conferences per year.

Conference travel costs will not be considered part of the \$1,500 camera metric that applies to categories 2, 3, and 4, though agencies must stay within their category's funding limit.

MANDATORY CATEGORY 1, 2, 3, AND 4 APPLICATION REQUIREMENTS:

Hint: Start this process early; previous applications have scored well but were rejected due to failure to produce these documents.

1) Prosecutor Involvement:

APPLICANTS MUST ATTACH DOCUMENT(S) THAT DEMONSTRATE significant involvement of the local and/or state prosecutor's office, meaning that the prosecutor's office has a direct role with law enforcement in establishing relevant policy, system requirements that effect prosecution, evidence management, redaction, and retention specifications. Documentation of the prosecutor's involvement and commitment to the applicant's program is a requirement that will be reviewed through peer review and by BJA. Demonstration of this involvement shall be documented by either of the following methods:

- a. Documented proof of established, active, and mutually attended governance boards or committees focused on BWC policy and implementation;
- b. Or, by production of executed (signed) memoranda of understanding, letters of intent, service-level agreements, or other mutually signed documents that clearly state the involvement and commitment between the relevant parties.

2) Use-of-Force Policy Review:

APPLICANTS MUST ATTACH DOCUMENT(S) THAT directly state that they have an existing, periodic use-of-force policy review or that their use-of-force policy and training will be reviewed and refined, as appropriate, as part of the development of BWC policies. Awarded applicants are required to have an implemented use-of-force policy prior to BJA

releasing implementation funding. This requirement will be evaluated by the BWC TTA provider and submitted to BJA as part of the special condition process. This affirmation should be written as a separate document and added as an attachment to the application submission. The agency is not required to submit their use-of-force policy as part of the application.

PRIORITY CONSIDERATIONS FOR APPLICATION SCORING:

1) **Partnerships:** Priority consideration will be given to applicants that demonstrate cost reductions through economies of scale.

- Projects that provide economies of scale by establishing or utilizing shared resources. Examples of shared resources could be:
 - State, county, or regionally managed BWC system with a shared repository or other BWC services.
 - Shared contracts that meet local, state, and federal procurement requirements and increase the buying power through combined purchases. Economies of scale should be designed to maximize cost savings and increase interoperability between agencies and jurisdictions.
 - Minimized duplication of effort and infrastructure, such as providing a prosecutor that works with multiple law enforcement agencies with a single process for evidence submission, review, and management.
 - Multiple law enforcement agencies collaborating together on a single application.

When combining applications, one agency should act as the designated applicant but the agency size should be the combined number of sworn officers between all represented agencies. Specifically, if agency A has 200 sworn officers and agency B has 100 sworn officers, the applicants could submit for as much as \$750,000, the same as a mid-sized agency with 300 officers.

Evidence of partnerships and commitment should be demonstrated in writing in the submitted application as attachments and will not be counted against the maximum page limitation.

2) **Technical Considerations:** For technical priority consideration the applicant should affirm that the [linked minimum technical requirements \(click here\)](#) will be used in order to maximize the usefulness of BWC technology. Priority consideration will be given to applicants that incorporate the 18 core operating characteristics found on the [National Institute of Justice website](#) in their procurement of BWC technology. These minimum operating characteristics and associated audio/video specifications are available in current commercial products and are based on technical resources about criminal justice use of video.^{3, 4}

It is not necessary for applicants to address each of these areas specifically in their proposal,

³ Home Office Centre for Applied Science and Technology, *Body-Worn Video Technical Guidance*, May 2014, www.bwvsq.com/wp-content/uploads/2013/07/body-worn-video-technical-guidance-1414.pdf.

⁴ Scientific Working Group on Imaging Technology, *Recommendations and Guidelines for Using Closed-Circuit Television Security Systems in Commercial Institutions*, Version 3.0, June 8, 2012, www.swgit.org/pdf/Section%204%20Recommendations%20and%20Guidelines%20for%20Using%20Closed-Circuit%20Television%20Security%20Systems%20in%20Commercial%20Institutions?docID=48.

but in order to receive priority consideration the applicant must discuss how they will be incorporated into the agency's purchasing or procurement procedures.

PROGRAM DEVELOPMENT EXPECTATIONS:

As a guideline, in months 1-9, the PIP grantees will be expected to review and develop policies and training programs. The results of these activities will be evaluated to ensure that the topics in chapter two of the COPS "Implementing a Body-Worn Camera Program" report have been reviewed, considered, and addressed in a submitted request for equipment purchase drawdown, to include relevant implemented policies, memoranda of understanding, correspondence, and other supporting documentation. As every agency faces different challenges and applicable laws, BJA will not set standards for policies and procedures. Policies must conform to applicable federal, state, local, and tribal laws.

The TTA provider will work with the agency to document and validate the policy development process. The TTA provider will make recommendations to BJA that an agency has met the policy development requirements before BJA releases any award funds to the agency prior to implementation.

After completion of the policy development process and evaluation, the PIP grantees will be expected to deploy BWCs, continue their training efforts, and collect outcome measures to assess their BWC implementation. Agencies prepared to demonstrate implemented BWC policies that address the requisite areas may request drawdown for non-planning expenses outside of the timeframes provided, but only within the grant period.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.
- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The OJP [CrimeSolutions.gov](https://www.crimesolutions.gov) website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

B. Federal Award Information

BJA estimates that it will make up to 63 awards, with an estimated total amount of \$17,000,000. All awards will be for a 24-month period of performance, beginning on October 1, 2017.

BJA may, in certain cases, provide additional funding in future years to awards under this solicitation, through supplemental awards. In making decisions regarding supplemental awards, OJP will consider, among other factors, the availability of appropriations, OJP's strategic priorities, and OJP's assessment of both the management of the award (for example, timeliness and quality of progress reports), and the progress of the work funded under the award.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award

BJA expects that any award under this solicitation will be made in the form of a grant. See [Administrative, National Policy, and Other Legal Requirements](#), under [Section F. Federal Award Administration Information](#), for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including any recipient or subrecipient funded in response to this solicitation that is a pass-through entity⁵) must, as described in the Part 200 Uniform Requirements⁶ set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or [the recipient (or any subrecipient)] considers

⁵ For purposes of this solicitation (or program announcement), "pass-through entity" includes any entity eligible to receive funding as a recipient or subrecipient under this solicitation (or program announcement) that, if funded, may make a subaward(s) to a subrecipient(s) to carry out part of the funded program.

⁶ The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

To help ensure that applicants understand applicable administrative requirements and cost principles, OJP encourages prospective applicants to enroll, at no charge, in the DOJ Grants Financial Management Online Training, available [here](#).

Budget Information

Cost Sharing or Matching Requirement (cash or in-kind)

Federal funds awarded under this solicitation may not cover more than 50 percent of the total costs of the project. Applicants must identify the source of the 50 percent non-federal portion⁷ of the total project costs and how they will use match funds. If a successful applicant's proposed match exceeds the required match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit. ("Match" funds may be used only for purposes that would be allowable for the federal funds.) Recipients may satisfy this match requirement with either cash or in-kind services. See the [DOJ Grants Financial Guide](#) for examples of "in-kind" services. The formula for calculating the match is:

$$\frac{\text{Federal Award Amount}}{\text{Federal Share Percentage}} = \text{Adjusted (Total) Project Costs}$$

$$\text{Required Recipient's Share Percentage} \times \text{Adjusted Project Cost} = \text{Required Match}$$

Match Formula Examples: 50% match requirement for a federal award amount of \$350,000, calculate match as follows:

$$\frac{\$350,000}{50\%} = \$700,000 \quad 50\% \times \$700,000 = \$350,000 \text{ Match}$$

Pre-Agreement Costs (also known as Pre-award Costs)

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the federal award.

OJP does **not** typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. All such costs incurred prior to award and prior to approval of the costs are incurred at the sole risk of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section on Costs Requiring Prior Approval in the [DOJ Grants Financial Guide](#) for more information.

⁷ Indian tribes and tribal organizations that otherwise are eligible for an award may be able to apply certain types of funds received from the federal government (for example, certain funds received under an Indian "self-determination contract") to satisfy all or part of a required "non-federal" match.

Limitation on Use of Award Funds for Employee Compensation; Waiver

With respect to any award of more than \$250,000 made under this solicitation, a recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year.⁸ The 2017 salary table for SES employees is available at the Office of Personnel Management [website](#). Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Non-federal funds used for any such additional compensation will not be considered matching funds, where match requirements apply.) If only a portion of an employee's time is charged to an OJP award, the maximum allowable compensation is equal to the percentage of time worked times the maximum salary limitation.

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, this limitation on compensation rates allowable under an award. An applicant that requests a waiver should include a detailed justification in the budget narrative of its application. An applicant that does not submit a waiver request and justification with its application should anticipate that OJP will require the applicant to adjust and resubmit the budget.

The justification should address—in the context of the work the individual would do under the award—the particular qualifications and expertise of the individual, the uniqueness of a service the individual will provide, the individual's specific knowledge of the proposed program or project, and a statement that explains whether and how the individual's salary under the award would be commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work he/she would do under the award.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events, available at www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients, as well as some conference, meeting, and training costs for grant recipients; and (3) set cost limits, which include a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Overview of Legal

⁸ OJP does not apply this limitation on the use of award funds to the nonprofit organizations listed in Appendix VIII to 2 C.F.R. Part 200.

Requirements Generally Applicable to OJP Grants and Cooperative Agreements” in the [OJP Funding Resource Center](#).

C. Eligibility Information

For eligibility information, see title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

This section describes in detail what an application should include. An applicant should anticipate that if it fails to submit an application that contains all of the specified elements, it may negatively affect the review of its application; and, should a decision be made to make an award, it may result in the inclusion of award conditions that preclude the recipient from accessing or using award funds until the recipient satisfies the conditions and OJP makes the funds available.

Moreover, an applicant should anticipate that an application that OJP determines is nonresponsive to the scope of the solicitation, or that OJP determines does not include the application elements that BJA has designated to be critical, will neither proceed to peer review, nor receive further consideration. For this solicitation, BJA has designated the following application elements as critical: Program Narrative, Budget Detail Worksheet, and Budget Narrative. An applicant may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the “Note on File Names and File Types” under [How to Apply](#) (below) to be sure applications are submitted in permitted formats.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Résumés”) for all attachments. Also, OJP recommends that applicants include résumés in a single file.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and the OJP Grants Management System (GMS) take information from the applicant’s profile to populate the fields on this form. When selecting “type of applicant,” if the applicant is a for-profit entity, select “For-Profit Organization” or “Small Business” (as applicable).

To avoid processing delays, applicants must include an accurate legal name on their SF-424. Current OJP award recipients, when completing the field for “Legal Name,” should use the same legal name that appears on the prior year award document, which is also the legal name stored in OJP’s financial system. On the SF-424, enter the Legal Name in box 5 and Employer Identification Number (EIN) in box 6 exactly as it appears on the prior year award document. Applicants with current awards must ensure that their GMS profile is current. If it isn’t, they

should submit a Grant Adjustment Notice updating the information on their GMS profile prior to applying under this solicitation.

New applicants should enter the Official Legal Name and address of the applicant entity in box 5 and the EIN in box 6 of the SF-424. Applicants must attach official legal documents to their applications (e.g., articles of incorporation, 501C3, etc.) to confirm the legal name, address, and EIN entered into the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: www.whitehouse.gov/omb/grants_spoc/. If the State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. Project Abstract

Applications should include a high-quality Project Abstract that summarizes the proposed project in 400 words or less. Project Abstracts should be—

- Written for a general public audience.
- Submitted as a separate attachment with "Project Abstract" as part of its file name.
- Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins.

As a separate attachment, the Project Abstract will **not** count against the page limit for the Program Narrative.

All project abstracts should follow the detailed template available at ojp.gov/funding/Apply/Resources/ProjectAbstractTemplate.pdf.

Permission to Share Project Abstract with the Public: It is unlikely that OJP will be able to fund all applications submitted under this solicitation, but it may have the opportunity to share information with the public regarding unfunded applications, for example, through a listing on a web page available to the public. The intent of this public posting would be to allow other possible funders to become aware of such applications.

In the project abstract template, each applicant is asked to indicate whether it gives OJP permission to share the applicant's project abstract (including contact information for individuals) with the public. Granting (or failing to grant) this permission will not affect OJP's funding decisions. Moreover, if the application is not funded, providing permission will not ensure that OJP will share the abstract information, nor will it assure funding from any other source.

Note: OJP may choose not to list a project that otherwise would have been included in a listing of unfunded applications, should the abstract fail to meet the format and content requirements noted above and outlined in the project abstract template.

3. Program Narrative

The Program Narrative should respond to the solicitation and the [Selection Criteria \(1-5\)](#) in the order given. The Program Narrative should be double-spaced, using a standard 12-point font (Times New Roman is preferred) with no less than 1-inch margins, and should not exceed 15 pages. Please number pages "1 of 15," "2 of 15," etc.

If the Program Narrative fails to comply with these length-related restrictions, BJA may consider such noncompliance in peer review and in final award decisions. BJA will instruct the peer reviewers to score applications based on content, not the length of the application. Applicants should focus on grant requirements, priority considerations, and addressing the purpose of this grant.

The following sections should be included as part of the program narrative⁹:

- a. Description of issues the applicant(s) intend to address
- b. Project design and implementation
- c. Capabilities and competencies
- d. Plans for continuity of the program after federal funds have been expended
- e. Plan for collecting the data required for this solicitation's performance measures

OJP will require each successful applicant to submit specific performance measures data as part of its reporting under the award (see "[General Information about Post-Federal Award Reporting Requirements](#)" in [Section F. Federal Award Administration Information](#)). The performance measures correlate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables" in [Section A. Program Description](#).

The application should describe the applicant's plan for collection of all of the performance measures data should it receive funding.

Award recipients will be required to provide the relevant data by submitting quarterly performance metrics through BJA's online Performance Measurement Tool (PMT) located at www.bjaperformancetools.org.

Applicants should review the complete list of BWC PIP program performance measures at: <https://www.bjaperformancetools.org/help/BWCPerformanceMeasures.pdf>.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are

⁹ For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

conducted only to meet OJP's performance measure data reporting requirements, likely do not constitute "research." Each applicant should provide sufficient information for OJP to determine whether the particular project it proposes would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ definition of research that appears at 28 C.F.R. Part 46 ("Protection of Human Subjects").

Research, for purposes of human subjects protection for OJP-funded programs, is defined as "a systematic investigation, including research development, testing, and evaluation designed to develop or contribute to generalizable knowledge." 28 C.F.R. 46.102(d).

For additional information on determining whether a proposed activity would constitute research for purposes of human subjects protection, applicants should consult the decision tree in the "Research and the protection of human subjects" section of the "[Requirements related to Research](#)" web page of the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements," available through the [OJP Funding Resource Center](#). Every prospective applicant whose application may propose a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. Budget and Associated Documentation

The budget documents should respond to the solicitation and the 6th [Selection Criteria](#) and address both federal requested funds and allotted in-kind and/or cash matching funds.

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. An applicant that submits its budget in a different format should use the budget categories listed in the sample budget worksheet. The Budget Detail Worksheet should break out costs by year.

The Budget Detail Worksheet should identify the number of cameras expected to be purchased with Federal Funds, the number of cameras to be purchased with Match Funds, and the estimated travel costs to attend the required conferences.

For questions pertaining to budget and examples of allowable and unallowable costs, see the [DOJ Grants Financial Guide](#).

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its budget narrative how it will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The budget narrative should be mathematically sound and correspond clearly with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes, but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the budget narrative should describe costs by year.

c. Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any)

Applicants for OJP awards typically may propose to make "subawards." Applicants also may propose to enter into procurement "contracts" under the award.

Whether—for purposes of federal grants administrative requirements—a particular agreement between a recipient and a third party will be considered a "subaward" or instead considered a procurement "contract" under the award is determined by federal rules and applicable OJP guidance. It is an important distinction, in part because the federal administrative rules and requirements that apply to "subawards" and to procurement "contracts" under awards differ markedly.

In general, the central question is the relationship between what the third-party will do under its agreement with the recipient and what the recipient has committed (to OJP) to do under its award to further a public purpose (e.g., services the recipient will provide, products it will develop or modify, research or evaluation it will conduct). If a third party will provide some of the services the recipient has committed (to OJP) to provide, will develop or modify all or part of a product the recipient has committed (to OJP) to develop or modify, or will conduct part of the research or evaluation the recipient has committed (to OJP) to conduct, OJP will consider the agreement with the third party a subaward for purposes of federal grants administrative requirements.

This will be true **even if** the recipient, for internal or other non-federal purposes, labels or treats its agreement as a procurement, a contract, or a procurement contract. Neither the title nor the structure of an agreement determines whether the agreement—for purposes of federal grants administrative requirements—is a "subaward" or is instead a procurement "contract" under an award.

Additional guidance on the circumstances under which (for purposes of federal grants administrative requirements) an agreement constitutes a subaward as opposed to a procurement contract under an award, is available (along with other resources) on the [OJP Part 200 Uniform Requirements](#) web page.

1. Information on proposed subawards

A recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) subawards, a recipient must have authorization from OJP before it may make a subaward.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the

application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, the applicant should (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative, but also in the Budget Detail Worksheet and budget narrative.

2. Information on proposed procurement contracts (with specific justification for proposed noncompetitive contracts over \$150,000)

Unlike a recipient contemplating a subaward, a recipient of an OJP award generally does not need specific prior federal authorization to enter into an agreement that—for purposes of federal grants administrative requirements—is considered a procurement contract, **provided that** (1) the recipient uses its own documented procurement procedures and (2) those procedures conform to applicable federal law, including the Procurement Standards of the (DOJ) Part 200 Uniform Requirements (as set out at 2 C.F.R. 200.317 - 200.326). The Budget Detail Worksheet and budget narrative should identify proposed procurement contracts. (As discussed above, subawards must be identified and described separately from procurement contracts.)

The Procurement Standards in the Part 200 Uniform Requirements, however, reflect a general expectation that agreements that (for purposes of federal grants administrative requirements) constitute procurement “contracts” under awards will be entered into on the basis of full and open competition. If a proposed procurement contract would exceed the simplified acquisition threshold—currently, \$150,000—a recipient of an OJP award may not proceed without competition unless and until the recipient receives specific advance authorization from OJP to use a non-competitive approach for the procurement.

An applicant that (at the time of its application) intends—without competition—to enter into a procurement “contract” that would exceed \$150,000 should include a detailed justification that explains to OJP why, in the particular circumstances, it is appropriate to proceed without competition. Various considerations that may be pertinent to the justification are outlined in the [DOJ Grants Financial Guide](#).

d. Pre-Agreement Costs

For information on pre-agreement costs, see [Section B. Federal Award Information](#).

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs may be charged to an award only if:

- (a) The recipient has a current (that is, unexpired), federally-approved indirect cost rate; or

- (b) The recipient is eligible to use, and elects to use, the “de minimis” indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 C.F.R. 200.414(f).

An applicant with a current (that is, unexpired) federally-approved indirect cost rate is to attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally-approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant’s accounting system permits, applicants may propose to allocate costs in the direct cost categories.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at <http://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf>.

Certain OJP recipients have the option of electing to use the “de minimis” indirect cost rate. An applicant that is eligible to use the “de minimis” rate that wishes to use the “de minimis” rate should attach written documentation to the application that advises OJP of both (1) the applicant’s eligibility to use the “de minimis” rate, and (2) its election to do so. If an eligible applicant elects the “de minimis” rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The “de minimis” rate may no longer be used once an approved federally-negotiated indirect cost rate is in place. (No entity that ever has had a federally-approved negotiated indirect cost rate is eligible to use the “de minimis” rate.)

6. Tribal Authorizing Resolution (if applicable)

A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Every applicant (other than an individual applying in his/her personal capacity) is to download, complete, and submit the [OJP Financial Management and System of Internal Controls Questionnaire](#), as part of its application.

Among other things, the form requires each applicant to disclose whether it currently is designated “high risk” by a federal grant-making agency outside of DOJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides

additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant. If an applicant is designated high risk by another federal awarding agency, the applicant must provide the following information:

- The federal awarding agency that currently designates the applicant high risk.
- The date the applicant was designated high risk.
- The high-risk point of contact at that federal awarding agency (name, phone number, and email address).
- The reasons for the high-risk status, as set out by the federal awarding agency.

OJP seeks this information to help ensure appropriate federal oversight of OJP awards. An applicant that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an OJP award. OJP may, however, consider the information in award decisions, and may impose additional OJP oversight of any award under this solicitation (including through the conditions that accompany the award document).

8. Disclosure of Lobbying Activities

Each applicant must complete and submit this information. An applicant that expends any funds for lobbying activities is to provide all of the information requested on the form Disclosure of Lobbying Activities (SF-LLL). An applicant that does not expend any funds for lobbying activities is to enter "N/A" in the text boxes for item 10 ("a. Name and Address of Lobbying Registrant" and "b. Individuals Performing Services").

9. Additional Attachments

a. Memorandum of Understanding/Letters of Intent/Documentation of Governance

Applicants should include evidence of cross-agency collaboration and a high level of commitment from participating agencies and entities via a memorandum of understanding or other appropriate mechanism.

b. Affirmation of Use-of-Force Processes and Policy Review

Applicants should include affirmation of existing, periodic use-of-force policy review processes, a commitment to review use-of-force policies as part of the BWC policy development process, and/or an affirmation that a use-of-force policy will be implemented, if not already, prior to BWC implementation.

c. Timeline

Include a timeline that identifies milestones, numerically lists deliverables, and identifies who is responsible for each activity.

d. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally-funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to State agencies that will subaward ("subgrant") federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or State funding agency.
- The solicitation name/project name.
- The point of contact information at the applicable federal or State funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Federal or State Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Each applicant should include the table as a separate attachment to its application. The file should be named "Disclosure of Pending Applications." The applicant Legal Name on the application must match the entity named on the disclosure of pending applications statement.

Any applicant that does not have any pending applications as described above is to submit, as a separate attachment, a statement to this effect: "[Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally-funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application."

How to Apply

Applicants must register in and submit applications through Grants.gov, a primary source to find federal funding opportunities and apply for funding. Find complete instructions on how to register and submit an application at www.Grants.gov. Applicants that experience technical difficulties during this process should call the Grants.gov Customer Support Hotline at **800-518-4726** or **606-545-5035**, which operates 24 hours a day, 7 days a week, except on federal holidays.

Registering with Grants.gov is a one-time process; however, **processing delays may occur, and it can take several weeks** for first-time registrants to receive confirmation of registration and a user password. OJP encourages applicants to **register several weeks before** the application submission deadline. In addition, OJP urges applicants to submit applications at least 72 hours prior to the application due date, in order to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

OJP strongly encourages all prospective applicants to sign up for Grants.gov email [notifications](#) regarding this solicitation. If this solicitation is cancelled or modified, individuals who sign up with Grants.gov for updates will be automatically notified.

Browser Information: Grants.gov was built to be compatible with Internet Explorer. For technical assistance with Google Chrome, or another browser, contact Grants.gov Customer Support.

Note on Attachments: Grants.gov has two categories of files for attachments: “mandatory” and “optional.” OJP receives all files attached in both categories. Please ensure that all required documents are attached in either Grants.gov category.

Note on File Names and File Types: Grants.gov only permits the use of certain specific characters in the file names of attachments. Valid file names may include only the characters shown in the table below. Grants.gov rejects any application that includes an attachment(s) with a file name that contains any characters not shown in the table below. Grants.gov forwards successfully submitted applications to the OJP Grants Management System (GMS).

Characters	Special Characters		
Upper case (A – Z)	Parenthesis ()	Curly braces { }	Square brackets []
Lower case (a – z)	Ampersand (&)	Tilde (~)	Exclamation point (!)
Underscore (_)	Comma (,)	Semicolon (;)	Apostrophe (')
Hyphen (-)	At sign (@)	Number sign (#)	Dollar sign (\$)
Space	Percent sign (%)	Plus sign (+)	Equal sign (=)
Period (.)	When using the ampersand (&) in XML, applicants must use the “&” format.		

GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.” GMS may reject applications with files that use these extensions. It is important to allow time to change the type of file(s) if the application is rejected.

All applicants are required to complete the following steps:

Every applicant entity must comply with all applicable System for Award Management (SAM) and unique entity identifier (currently, a Data Universal Numbering System [DUNS] number) requirements. If an applicant entity has not fully complied with applicable SAM and unique identifier requirements by the time OJP makes award decisions, OJP may determine that the applicant is not qualified to receive an award and may use that determination as a basis for making the award to a different applicant.

An individual who wishes to apply in his/her personal capacity should search Grants.gov for funding opportunities for which individuals are eligible to apply. Use the Funding Opportunity Number (FON) to register. (An applicant applying as an individual must comply with all applicable Grants.gov individual registration requirements.)

Complete the registration form at <https://apply07.grants.gov/apply/IndCPRegister> to create a username and password for Grants.gov. (An applicant applying as an individual should complete all steps except 1, 2, and 4.)

1. **Acquire a unique entity identifier (currently, a DUNS number).** In general, the Office of Management and Budget requires every applicant for a federal award (other than an individual) to include a "unique entity identifier" in each application, including an application for a supplemental award. Currently, a DUNS number is the required unique entity identifier.

A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants, recipients, and subrecipients. It will be used throughout the life cycle of an OJP award. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients. All applicants for OJP awards (other than individuals) must maintain current registrations in the SAM database. An applicant must be registered in SAM to successfully register in Grants.gov. Each applicant must **update or renew its SAM registration at least annually** to maintain an active status. SAM registration and renewal can take as long as 10 business days to complete.

An application cannot be successfully submitted in Grants.gov until Grants.gov receives the SAM registration information. Once the SAM registration/renewal is complete, **the information transfer from SAM to Grants.gov can take as long as 48 hours.** OJP recommends that the applicant register or renew registration with SAM as early as possible.

Information about SAM registration procedures can be accessed at www.sam.gov.

3. **Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.** Complete the AOR profile on Grants.gov and create a username and password. An applicant entity's "unique entity identifier" (DUNS number) must be used to complete this step. For more information about the registration process for organizations and other entities, go to www.grants.gov/web/grants/register.html. Individuals registering with Grants.gov should go to <http://www.grants.gov/web/grants/applicants/individual-registration.html>.
4. **Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).** The E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. The E-Biz POC will need the Marketing Partner Identification Number (MPIN) password obtained when registering with SAM to complete this step. Note that an organization can have more than one AOR.

5. **Search for the funding opportunity on Grants.gov.** Use the following identifying information when searching for the funding opportunity on Grants.gov. The Catalog of Federal Domestic Assistance ("CFDA") number for this solicitation is 16.835, titled "Body Worn Camera Policy and Implementation," and the funding opportunity number is BJA-2017-11221.
6. **Select the correct Competition ID.** Some OJP solicitations posted to Grants.gov contain multiple purpose areas, denoted by the individual Competition ID. If applying to a solicitation with multiple Competition IDs, select the appropriate Competition ID for the intended purpose area of the application.
7. **Submit a valid application consistent with this solicitation by following the directions in Grants.gov.** Within 24–48 hours after submitting the electronic application, the applicant should receive two notifications from Grants.gov. The first will confirm the receipt of the application. The second will state whether the application has been validated and successfully submitted, or whether it has been rejected due to errors, with an explanation. It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later. Submitting an application well ahead of the deadline provides time to correct the problem(s) that caused the rejection. **Important:** OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date, to allow time to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification. Applications must be successfully submitted through Grants.gov by 11:59 p.m. eastern time on February 16, 2017.

Click [here](#) for further details on DUNS numbers, SAM, and Grants.gov registration steps and timeframes.

Note: Application Versions

If an applicant submits multiple versions of the same application, OJP will review only the most recent system-validated version submitted.

Experiencing Unforeseen Grants.gov Technical Issues

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline may contact the Grants.gov [Customer Support Hotline](#) or the [SAM Help Desk](#) (Federal Service Desk) to report the technical issue and receive a tracking number. The applicant must email the BJA contact identified in the Contact Information section on the title page **within 24 hours after the application deadline** to request approval to submit its application after the deadline. The applicant's email must describe the technical difficulties, and must include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any Grants.gov Help Desk or SAM tracking number(s).

Note: OJP does not automatically approve requests to submit a late application. After OJP reviews the applicant's request, and contacts the Grants.gov or SAM Help Desks to verify the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the untimely application submission was due to the applicant's failure to follow all required procedures, OJP will deny the applicant's request to submit its application.

The following conditions generally are insufficient to justify late submissions:

- Failure to register in SAM or Grants.gov in sufficient time. (SAM registration and renewal can take as long as 10 business days to complete. The information transfer from SAM to Grants.gov can take up to 48 hours.)
- Failure to follow Grants.gov instructions on how to register and apply as posted on its website.
- Failure to follow each instruction in the OJP solicitation.
- Technical issues with the applicant's computer or information technology environment, such as issues with firewalls or browser incompatibility.

Notifications regarding known technical problems with Grants.gov, if any, are posted at the top of the OJP [Funding Resource Center](#) web page.

E. Application Review Information

Review Criteria

Applications that meet basic minimum requirements will be evaluated by peer reviewers using the following review criteria.

1. Description of the Issue (15 percent)

Describe the problems that the implementation of a body-worn camera program will seek to overcome:

- 1) Provide data in support of the need for a body-worn camera program.
- 2) Describe the demographics of your jurisdiction.
- 3) Demonstrate an understanding of how officer complaints and use-of-force practices can be addressed by BWCs.
- 4) Demonstrate a need to leverage DME (Digital Multimedia Evidence) to help inform adjudication of cases.
- 5) Provide metrics for agency sworn personnel:
 - a) Total number of sworn officers within your agency.
 - b) The number of sworn officers with patrol activities or with daily citizen interaction outside of the agency.
 - c) The number of sworn officers your project expects to deploy body-worn cameras to when your program is completely implemented.
- 6) Additionally, all applicants must identify and provide a status of any other BWC grant programs that have been applied for.

2. Project Design and Implementation (35 percent)

- 1) Describe specifically how the project will accomplish expected outcomes by providing the goals, objectives, and performance measures applicable to the project.
- 2) Include a comprehensive timeline (as an attachment) that identifies milestones, numerically lists deliverables, and identifies who is responsible for each activity.
- 3) Utilizing the COPS "Implementing a Body-Worn Camera Program"¹⁰ report, the applicant will demonstrate a thorough understanding and appreciation of the issues discussed, and

¹⁰ Miller, Lindsay, Jessica Toliver, and Police Executive Research Forum. 2014. *Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned*. Washington, DC: Office of Community Oriented Policing Services. www.justice.gov/iso/opa/resources/472014912134715246869.pdf.

will incorporate the most important program design elements in their proposal.

- 4) All applicants must describe an implementation plan for achieving the goals of the BWC PIP.
- 5) Demonstrate a partnership with associated agencies and advocacy groups necessary to effectively utilize DME and promote the program objectives.
- 6) Identify the expected number of BWCs to purchase with requested funds.
- 7) Address travel requirements for national and regional conference attendance see page 10.
- 8) Address Partnership and Technical Priority Considerations (if applicable) see page 11.
- 9) Identify methods to develop policies and tracking mechanisms that include legal liabilities of the Freedom of Information Act (FOIA) statutes and regulations pertaining to storage, retention, redaction, and expungement as well as privacy policies addressing BWC issues involving civil rights, domestic violence, juvenile, and other victims' groups.

3. Capabilities and Competencies (15 percent)

- 1) Categories 1, 2, 3, and 4: Reference to attached documentation of Prosecutor Support, see page 10.
- 2) Reference to attached affirmation of Use-Of-Force Policy Review, see page 10.
- 3) Fully describe the applicant's capabilities to implement the project and the competencies of the staff assigned to the project.
- 4) Describe and demonstrate effective policy development and implementation and describe program communications plans.
- 5) Describe the agency's technology capabilities including previous systems' implementation projects.
- 6) Describe previous law enforcement programs and initiatives that required broad community and stakeholder engagement and report the results of those efforts.
- 7) Describe previous mobile technology deployments and the results of those efforts (e.g., mobile: records management systems (RMS), computer aided dispatch (CAD), electronic citations and other reports, mobile computers and devices, in-car video, and mobile applications).
- 8) Provide evidence of broad community and stakeholder collaboration and a high level of commitment from participating agencies and entities via memoranda of understanding or other appropriate mechanisms. Such commitment for the BWC PIP should be described in the application and submitted as attachments with the application.

4. Program Continuity (5 percent)

- 1) Describe specifically how the jurisdiction will support the body-worn camera program after the end of the grant period.
- 2) Address budgetary, policy, and administrative management continuity.

5. Plan for Collecting the Data Required for this Solicitation's Performance Measures (10 percent).

- 1) Describe the process for measuring project performance.
- 2) Identify who will collect the data, who is responsible for performance measurement, and how the information will be used to guide and evaluate the impact of the program.
- 3) Describe commitment to working with BJA TTA provider to accurately report implementation findings.

6. Budget (20 percent)

- 1) Provide a proposed budget and budget narrative that are complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).
- 2) Identify the number of cameras to be purchased with federal and match funding sources.
- 3) Identify travel budgets for national and regional conference attendance.
- 4) Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures.
- 5) Budget Narratives should enhance the information provided in the Budget Detail Worksheet, providing details about how the line items impact the overall project.
- 6) Budget Narratives should demonstrate cost effectiveness in relation to potential alternatives and the goals of the project.¹¹

Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. For purposes of assessing whether an application meets basic minimum requirements and should proceed to further consideration, OJP screens applications for compliance with those requirements. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items designated as “critical elements.”
- The applicant must not be identified in SAM as excluded from receiving federal awards.

For a list of the critical elements for this solicitation, see “What an Application Should Include” under [Section D. Application and Submission Information](#).

Peer review panels will evaluate, score, and rate applications that meet basic minimum requirements. BJA may use internal peer reviewers, external peer reviewers, or a combination, to assess applications on technical merit using the solicitation's review criteria. An external peer reviewer is an expert in the subject matter of a given solicitation who is not a current DOJ employee. An internal reviewer is a current DOJ employee who is well-versed or has expertise in the subject matter of this solicitation. Peer reviewers' ratings and any resulting recommendations are advisory only, although reviewer views are considered carefully. Other important considerations for OJP include underserved populations, geographic diversity, strategic priorities, and available funding, as well as the extent to which the Budget Detail Worksheet and budget narrative accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

¹¹ Generally speaking, a reasonable cost is a cost that, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by applicants. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award. If OJP anticipates that an award will exceed \$150,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System; "FAPIIS").

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by applicants.

The evaluation of risks goes beyond information in SAM, however. OJP itself has in place a framework for evaluating risks posed by applicants for competitive awards. OJP takes into account information pertinent to matters such as:

1. Applicant financial stability and fiscal integrity.
2. Quality of the management systems of the applicant, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide.
3. Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies.
4. Reports and findings from audits of the applicant, including audits under the Part 200 Uniform Requirements.
5. Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

F. Federal Award Administration Information

Federal Award Notices

Award notifications will be made by September 30, 2017. OJP sends award notifications by email through GMS to the individuals listed in the application as the point of contact and the authorizing official (E-Biz POC and AOR). The email notification includes detailed instructions on how to access and view the award documents, and steps to take in GMS to start the award acceptance process. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.

For each successful applicant, an individual with the necessary authority to bind the applicant will be required to log in; execute a set of legal certifications and a set of legal assurances; designate a financial point of contact; thoroughly review the award, including all award conditions; and sign

and accept the award. The award acceptance process requires physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, as well as all applicable requirements of federal statutes, regulations, and executive orders (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

Applicants should consult the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements](#),” available in the [OJP Funding Resource Center](#). In addition, applicants should examine the following two legal documents, as each successful applicant must execute both documents before it may receive any award funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- [Standard Assurances](#)

Applicants may view these documents in the Apply section of the [OJP Funding Resource Center](#).

The web pages accessible through the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements](#)” are intended to give applicants for OJP awards a general overview of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants and cooperative agreements awarded in FY 2017. Individual OJP awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute or program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed \$500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal

government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP website at <http://ojp.gov/funding/FAPIS.htm>.

Data on performance measures. In addition to required reports, an award recipient also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, OJP will require any recipient, post award, to provide the data listed as "Data Recipient Provides" in the performance measures table in [Section D. Application and Submission Information](#), under "Program Narrative," so that OJP can calculate values for this solicitation's performance measures.

G. Federal Awarding Agency Contact(s)

For OJP Contact(s), see [title page](#).

For contact information for Grants.gov, see [title page](#).

H. Other Information

Freedom of Information Act and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request pursuant to FOIA if DOJ determines that the responsive information either is protected under the Privacy Act or falls within the scope of one of nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to FOIA not to release some or all portions of an application.

In its review of records that are responsive to a FOIA request, OJP will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets, and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, OJP will request the views of the applicant/recipient that submitted a responsive document.

For example, if OJP receives a request pursuant to FOIA for an application submitted by a nonprofit or for-profit organization or an institution of higher education, or for an application that involves research, OJP typically will contact the applicant/recipient that submitted the application and ask it to identify—quite precisely—any particular information in the application that applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, OJP makes an independent assessment regarding withholding information. OJP generally follows a similar process for requests pursuant to FOIA for applications that may contain law-enforcement sensitive information.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This email is for feedback and suggestions only. OJP does **not** reply from this mailbox to messages it receives in this mailbox. Any prospective applicant that has specific questions on any program or technical aspect of the solicitation **must** use the appropriate telephone number or email listed on the front of this document to obtain information. These contacts are provided to help ensure that prospective applicants can directly reach an individual who can address specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to ojppeerreview@lmsolas.com. (Do not send your résumé to the OJP Solicitation Feedback email account.) **Note:** Neither you nor anyone else from your organization or entity can be a peer reviewer in a competition in which you or your organization/entity has submitted an application.

Application Checklist

FY 2017 Body-Worn Camera Pilot Implementation Program

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in Grants.gov:

- _____ Acquire a DUNS Number (see page 26)
- _____ Acquire or renew registration with SAM (see page 26)

To Register with Grants.gov:

- _____ Acquire AOR and Grants.gov username/password (see page 26)
- _____ Acquire AOR confirmation from the E-Biz POC (see page 26)

To Find Funding Opportunity:

- _____ Search for the Funding Opportunity on Grants.gov (see page 27)
- _____ Select the correct Competition ID (see page 27)
- _____ Download Funding Opportunity and Application Package (see page 27)
- _____ Sign up for Grants.gov email [notifications](#) (optional) (see page 25)
- _____ Read [Important Notice: Applying for Grants in Grants.gov](#)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm

After Application Submission, Receive Grants.gov Email Notifications That:

- _____ (1) application has been received,
- _____ (2) application has either been successfully validated or rejected with errors (see page 27)

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- _____ contact BJA regarding experiencing technical difficulties (see page 27)

Overview of Post-Award Legal Requirements:

- _____ Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements](#)" in the OJP Funding Resource Center.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) described for each category (see pages 7-12).

Eligibility Requirement: Eligible applicants are limited to units of state government, units of local government, and federally recognized Indian tribal governments that perform law enforcement functions (as determined by the Secretary of the Interior), or any department, agency, or instrumentality of the foregoing that performs criminal justice functions (including combinations of the preceding, one of which is designated as the primary applicant.)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 16)
- _____ Intergovernmental Review *[insert if applicable]* (see page 17)
- _____ Project Abstract *[insert if applicable]* (see page 17)
- _____ *Program Narrative (see page 18)
- _____ *Budget Detail Worksheet (see page 19)
- _____ *Budget Narrative (see page 19)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 21)
- _____ Tribal Authorizing Resolution (if applicable) (see page 22)
- _____ Financial Management and System of Internal Controls Questionnaire (see page 22)
- _____ Disclosure of Lobbying Activities (SF-LLL) (see page 23)
- _____ Additional Attachments
 - _____ *Memoranda of Understanding/Letters of Intent/Governance (see page 23)
 - _____ *Affirmation of Use-of-Force Policy Development, Review, and Implementation (see page 23)
 - _____ Timeline (see page 23)
 - _____ Applicant Disclosure of Pending Applications (see page 23) *[insert page number]*
 - _____ Request and Justification for Employee Compensation Waiver (if applicable) (see page 15)

NOTE: Elements marked with an asterisk (*) are the basic minimum requirements for applications. Applications that do not include these elements shall neither proceed to peer review nor receive further consideration by BJA.

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: **January 23, 2017****TO:** **Finance Committee****RE:** ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE
LBRANDS FOUNDATION.

Please see the attached letter from the L Brands Foundation awarding \$1500.00 to the Reynoldsburg Police Department. The Department is requesting permission to accept this grant money and appropriate \$1,000.00 to the Community Resource Bureau and \$500.00 to the City's annual Heroes for Heroes 5K Event.

*** 1/18/2017 Per staff- \$1,500.00 shall be appropriated to the Community Resource Bureau and a line item will be created at a later date for the Heroes for Heroes 5K funds.

Lbrands

FOUNDATION

A Supporting Foundation of The Columbus Foundation

Board of Trustees
Abigail Wexner, Chair
Nancy J. Krainer, Vice Chair
Mary Beth Meuse, Vice Chair
Alex Shumate, Esq., Vice Chair
Timothy J. Haber, Secretary/Treasurer

Janelle N. Simmons, President

December 28, 2016

Chief Jim O'Neill
Chief of Police
Reynoldsburg Police Department
3240 East Main Street
Reynoldsburg, OH 43068

Dear Chief O'Neill:

The Board of Trustees of L Brands Foundation has approved a grant of \$1,500 to Reynoldsburg Police Department. This grant is to provide unrestricted support. Enclosed is a check in the full amount of the grant.

Grants from L Brands Foundation are made at the recommendation of L Brands' Contribution Committee. If you would like to express your appreciation for this grant, please address your correspondence to my attention at L Brands Foundation, 1234 East Broad Street, Columbus, OH 43205.

L Brands Foundation is proud to support the work of Reynoldsburg Police Department. Please contact LBrandsFoundation@columbusfoundation.org if you have any questions regarding this grant.

Sincerely,



Janelle N. Simmons
President

Enclosure: Check

cc: Gary M. Williams

P.S. By accepting this grant, your organization certifies that (1) no tangible benefit, goods or services were provided to the Board of Trustees of L Brands Foundation, and (2) this donation will not be used by you to satisfy the payment of any pledge or other financial obligation on behalf of the trustee(s) per Section 6115 of the Internal Revenue Code. Please do not use the formal substantiation language required by the 1993 Tax Reconciliation Act in your donor acknowledgment. L Brands Foundation is a charitable foundation.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: January 23, 2017

TO: Finance Committee

RE: Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds and Declaring an Emergency - Keytel Systems

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: ORC 5705.41 (D) requires that this ordinance be passed within thirty days of its presentation to City Council.

See attached Documentation in regards to this purchase.

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41(D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purchase. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 6,742.45 has been appropriated and was available in the treasury at the date of purchase 1/1/2016 and is still available as of 12/27/16 for the following purchase:

Purchase Order 2016-1983

Date of Invoice 11/30/16

Vendor Keytel Systems

Description 2016 Labtech Usage

Invoice No. 39429

Account 110.584.5366

Sharon L. Michael
 Deputy City Auditor
12/27/16
 Date

Attachment: Then and Now Keytel (1619 : Then and Now - IT Department)

Keytel Systems

Phone: 614-866-7700
 Fax: 614-866-7747
 1624 Brice Road
 Reynoldsburg, OH 43068

**Invoice**Number: **39429**

Date: 11/30/2016

Source: SO No. 35599

Bill-To

Attn: Scott Teeters
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068 U.S.A.

Ship-To

Attn: Scott Teeters
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068 U.S.A.
 Phone: (614) 322-6883

<u>Acct. No.</u>	<u>A/R Cust. No.</u>	<u>Customer PO</u>	<u>Reference</u>	<u>Sales Rep</u>	<u>Ship Via</u>	<u>Terms</u>
1032	City of Reynoldsburg	2015-1096	Vendor # 145	Kristopher V. Haley		Due Upon Receipt

Labtech, ESET, Mallware Bytes - January 1st - October 15th

143 Machines.

Qty.	Item ID	Description	UOM	Ea. Price	Total
143.00	LABTECH - CR-OH	LABTECH - CR-OH	EA	\$47.15	\$6,742.45 ^T
					Item Total: \$6,742.45
			PO 2016-1983	Total Amount Due:	\$6,742.45

(* denotes repair item)

invoice.rpt

Printed: 11/30/2016 1:35:42PM

Page 1

Packet Pg. 78

Attachment: Then and Now Keytel (1619 : Then and Now - IT Department)

Sandra Boller

From: Kristopher V. Haley <kris@keytelsystems.com>
Sent: Wednesday, November 30, 2016 1:48 PM
To: Sandra Boller
Subject: FW: Invoice 39429
Attachments: Invoice39429-01.pdf

For Labtech usage 2016

PO 2016-1983

Kristopher Haley
Vice President
Keytel Systems
614-866-7700

Attachment: Then and Now Keytel (1619 : Then and Now - IT Department)

Ship To

City of Reynoldsburg-Computer
7232 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Computer
7232 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order

No. 2016-00001983

DATE 11/28/2016

VENDOR 145 - KEYTEL SYSTEMS



Contact

KEYTEL SYSTEMS
1624 BRICE ROAD
REYNOLDSBURG, OH 43068

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY

SHIP VIA

FREIGHT TERMS

PAGE 1 of 1

ORIGINATOR: Sandra Boller

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Computer Maintenance - Software 110.584.5366 - Computer Maintenance 6,793.00 39429	6,793.0000	\$6,793.00
			TOTAL DUE	<i>Pay</i> \$6,742.75 \$6,793.00

AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been
appropriated and are in the treasury free from any obligation.

Richard E. Ham

Special Instructions

Attachment: Then and Now Keytel (1619 : Then and Now - IT Department)