

KENT CITY - KENT CITY SCHOOL DISTRICT MEMORANDUM OF UNDERSTANDING FOR THE SCHOOL RESOURCE OFFICER PROGRAM

This agreement made and entered into between the City of Kent, a municipal corporation, organized and existing by virtue of the laws of the State of Ohio and the Kent City Board of Education by its duly acting and qualified Superintendent, George Joseph.

Whereas the City and the Board are interested in entering into a contract for the establishment of a school resource officer to provide a more complete liaison between the City of Kent Police Department and the Kent City School System in a cooperative effort to prevent crime and crisis and provide safety and a law enforcement presence.

Therefore the parties, each in consideration for the mutual promises and obligations assumed by the other, agree as follows:

1. The Primary Function of the School Resource Officer (SRO) is to act as a liaison between the City's Police Department and the Kent City School District, residents and businesses impacted by the educational institutions through development and implementation of Public Education and Awareness Program: and to maintain a healthy and productive working rapport with intermediate and secondary level students, parents, and school administrators in the capacity of law enforcement education.
2. The Objective of the School Resource Officer (SRO) is to provide and instill a sense of safety through officer presence. The School Resource Officer (SRO) will focus on developing a rapport with students primarily at the Roosevelt High School and Stanton Middle school to create and maintain a safe educational environment for the students, faculty and staff.
3. The Duties of the School Resource Officer shall be assigned to one full time officer of the Kent Police Department. The officer's assignment will be to fulfill the outlined objectives and functions outlined above, to carry out his duties as further outlined in the School Resource Officer Program Manual and carry out the duties governed by the City of Kent and State of Ohio as a certified peace officer.
4. The position of the SRO is being funded 100% by the Kent Board of Education during the regular school year (approximately August through May). The City of Kent will fund 100% of the position during the non-school summer quarter when the officer is not performing SRO duties.

If unique circumstances require extending the SRO presence in the schools beyond the regular academic year, the Kent BOE will assume those costs on a pro rata basis. If unique circumstances result in an extended absence (greater than 3 weeks in succession) of the SRO during the regular academic year, the City and Kent City School staff have the authority to negotiate an adjusted pro rata share of funding.

The funding includes base pay, overtime (as requested by the schools) and benefits as listed below and as applicable based on the FOP collective bargaining agreement:

- Longevity Pay (if applicable to the officer)
- Pension and retirement contributions
- Merit pay (if applicable to the officer)
- Medical examinations
- Holiday pay (for holidays worked by the officer not recognized by the BOE)
- Uniforms and equipment
- Group insurance
- Training specific to this position or as requested by the BOE

The City and Kent BOE agree to collaborate to pursue grant opportunities to offset the funding requirements of the position. Grant funds received specifically for SRO function will be used to reduce the Kent BOE contribution during the regular academic year. Any local match required for SRO grants will be paid by the Kent BOE.

The City of Kent agrees to fund the cost of the officer's regular time or overtime on behalf of the City during emergencies, departmental requested trainings or voluntary overtime shifts the officer chooses to work."

5. The Kent City School's share of expenses for the SRO shall be paid quarterly. At the end of each calendar year quarter (March 31, June 30, September 30 and December 31st.) the City shall send the KCS's an invoice for the costs of the SRO attributable to the KCS's. The invoices shall be payable within thirty (30) days of the date of the invoice. Should the invoice not be paid within the thirty (30) day time period, interest will accrue at five percent (5%) per annum on the balance due beginning on the 31st day after the date of the invoice.

6. The Term of Agreement shall be for one year commencing on the 16th day of August, 2017 and terminating on the 23rd day of May, 2018. Negotiations for a new agreement shall commence no sooner than three (3) months prior to the expiration date of this agreement and no later than two (2) months before the agreement's expiration date.

This agreement may be terminated by either of the Parties upon one hundred twenty days (120) written notice to the other party.

It is understood that the contents of the Kent School Resource Officer Manual shall be agreed upon and made a part of the Agreement as if fully rewritten herein.

 City Manager Dave Ruller
 City of Kent

 George Joseph
 Kent City Board of Education

**CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING**

MEMO

TO: Dave Ruller
Tara Grimm
David Coffee

FROM: Jim Bowling *JB*

DATE: July 17, 2017

RE: ODOT POR- 261 - 0.00; PID 98381
Final Legislation, Contract Approval and Appropriations Requests

The Ohio Department of Transportation (ODOT) has requested final legislation and approval to execute a contract for the resurfacing of SR 261 (attached). The project, which previously received Kent City Council approval under resolution 2016-76 has increased its project limits. The current project includes the resurfacing of SR 261 in Kent starting at the county line and continuing east for 3.51 miles. ODOT will be milling the existing pavement approximately 1 ½" thick, performing pavement repairs, adding a single chip seal layer and then paving with a fine graded asphalt polymer overlay (1 ¼" thick). They also will be revising the cross walk striping on SR 261 at Franklin and SR 43 to be more visible by using the ladder style cross walk design. This was done at our request as we have discussed the pedestrian crossings of SR 261 recently.

The project is scheduled to be sold in 2017 with construction to be completed in 2018, which is a year sooner than the original schedule presented to council in 2016. Therefore, the City's funding that was programmed to be paid in 2018 will need to be revised. ODOT currently estimates the City's share to be \$195,750. Therefore, we are requesting the following appropriation revisions so that the project can be accelerated:

- Appropriate \$195,750 for the ODOT POR- 261 Resurfacing (PID 98381)
- Appropriation Reduction of \$195,750 from the Annual Street and Sidewalk Program (2017CIP001)

The appropriation reduction from this year's street program will be put back into the street program in 2018 as part of the upcoming Capital Plan update.

The Service Department recommends approval to participate with ODOT on this project.

c: Melanie Baker
Pat Homan
file



James Bowling <bowlingj@kent-ohio.org>

PID 98381 POR-SR 261-0.00 Final Legislation - City of Kent

8 messages

Jim.Bruner@dot.ohio.gov <Jim.Bruner@dot.ohio.gov>

Thu, Jul 13, 2017 at 11:37 AM

To: "James Bowling (bowlingj@kent-ohio.org)" <bowlingj@kent-ohio.org>

Cc: "Steve.Rebillot@dot.ohio.gov" <Steve.Rebillot@dot.ohio.gov>, "Donna.Hansford@dot.ohio.gov" <Donna.Hansford@dot.ohio.gov>

Hi Jim,

We are finally going electronic with our legislations.

See Kathy Barthen's e-mail below for the detailed instructions and the attachment (at the very bottom) with the appropriate forms. After everything is passed and signed, it can be scanned and e-mailed directly to her, please copy Steve Rebillot and myself. If the city is paying by check, that can be mailed directly to her before the August 25th deadline.

If you have any questions, please let me know.

Take care and thanks,

Jim

James R Bruner, PE, GISP*Capital Planning/GIS Manager*

ODOT District 4 – Planning & Engineering

2088 S. Arlington Road, Akron, Ohio 44306

330.786.4924

transportation.ohio.gov**OHIO DEPARTMENT OF
TRANSPORTATION**

From: Barthen, Kathy**Sent:** Thursday, July 13, 2017 10:51 AM**To:** Rebillot, Steven <Steve.Rebillot@dot.ohio.gov>; Bruner, James <Jim.Bruner@dot.ohio.gov>**Subject:** 98381-kentFL

**Subject: Portage County - City of Kent – State Route 261 –
Section 0.00 – Federal Project No. E140(553) - PID No. 98381**

This office is transmitting herewith the following suggested final legislation documents for the City of Kent, relating to the above subject project:

a - Sample Final Resolution

- b - Fiscal Officer's Certificate
- c - Contract
- d - Official Highway Invoice No. 10842
- e - Escrow Agreement for Highway Improvement

For Specification book please go to:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/2016-Online-Spec-Book.aspx>

Items a, b, and c are required to be executed in this chronological order to comply with Section 5705.41 and Chapter 5521, Ohio Revised Code. Also, it should be noted that no changes can be made to these documents, except the Final Resolution is a sample. This sample form may be utilized by the Local Public Agency or submit a copy of their Final Resolution.

When the legislation has been properly executed, one of item a (or an LPA's Final Resolution), one item b, one of item c, one item d, one item e (if used) with deposit confirmation must be scanned and returned by email to **Kathy Barthen**.

In addition, if the escrow is not used, a check for the invoiced amount with a copy of the invoice (item d) must be returned by U.S. mail or ODOT pony to the **Office of Estimating, Attn. Kathy Barthen, mail stop #4160**.

The original items may be retained by you for the District files.

Since it is contemplated to schedule this project for the Letting of **September 7, 2017**, these documents must reach the Office of Estimating no later than **August 25, 2017**.

ESCROW AGREEMENTS ARE NOT APPLICABLE ON PROJECTS REQUIRING A LOCAL DEPOSIT OF \$25,000.00 OR LESS.

Please let me know if you need anything else.

Thank You,

Kathy Barthen
Senior Financial Analyst
ODOT Central Office, Office of Estimating
1980.W. Broad Street, Mail Stop #4160, Columbus, Ohio 43223
(614)466-3117
transportation.ohio.gov



From: 10.115.111.223@dot.state.oh.us [mailto:10.115.111.223@dot.state.oh.us]
Sent: Thursday, July 13, 2017 10:55 AM
To: Barthen, Kathy <Kathy.Barthen@dot.ohio.gov>
Subject:

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$195,750.00** required for the payment of the cost other than that thereof assumed by the Federal Government, for the improvement of that portion of **State Route 261**, lying within the corporate limits of the City of Kent, more particularly described as follows:

The project consists of resurfacing SR 261 with minor bridge work, lying within the City of Kent; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of Kent, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 2017.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
Kent, Ohio

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Jeffrey M. Hisem, Administrator
Attn: Kathy Barthen
Ohio Department of Transportation
Office of Estimating - #4160
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

Division of Construction
PID No. 98381
Project No. _____ (2017)
Invoice No. 10842

To: David Coffee
Finance Director
930 Overholt Drive
Kent, Ohio
44240

Federal Project No. E140(553)
Portage County
City of Kent
State Route 261
Section 0.00

PLEASE ENCLOSE ONE COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

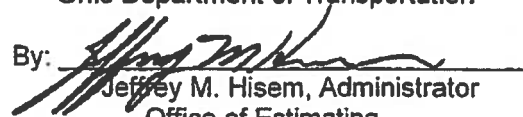
Proposal of Participation	Type of Agreement	Amount
		\$195,750.00

Contract amount \$190,047.61
 ODOT Engineering amount. \$ 5,702.39

For the improvement of that portion of State Route 261, more particularly described as follows:

The project consists of resurfacing SR 261 with minor bridge work, lying within the City of Kent.

Total Amount Due	\$195,750.00
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Ohio Department of Transportation
 By: 
 Jeffrey M. Hisem, Administrator
 Office of Estimating

ESCROW AGREEMENT FOR HIGHWAY IMPROVEMENT

This agreement made and entered at _____, Ohio, this ____ day
of _____, 2017, by and between the Legislative Authority of
_____, Ohio, The Ohio Department of Transportation (ODOT)
and _____ (FINANCIAL INSTITUTION)
_____, Ohio,
(address) (city)
(zip code) (telephone no.)

WITNESSETH

That for and in consideration of the covenants and agreements of the parties herein contained. The ODOT hereby expressly authorizes the City to deposit the pre-bid estimate (or some larger amount) of said City's participation share of project cost in the amount of **One Hundred Ninety Five Thousand Seven Hundred Fifty and - - - - 00/100 Dollars, (\$195,750.00)**, as required by the ODOT's Invoice No. 10842, on project described as: **Portage County - City of Kent - State Route 261 - Section 0.00 – Federal Project No. E140(553)**, in an interest bearing account, repurchase agreement or certificate of deposit with the FINANCIAL INSTITUTION. The City hereby agrees to deposit into the aforementioned account funds in the amount of \$_____.
. The Financial Institution shall fax confirmation of this act (ex: deposit slip - not escrow agreement) to Kathy Barthen, Office of Estimating, within 24 hours of deposit. Such funds shall thereupon remain on deposit for the credit of the ODOT and said City, until such time as payment of the City's estimated participation share, as determined after receipt of bids, is ordered to be paid by the Administrator of the Office of Estimating or the Director of ODOT. Upon receipt of such order for payment, IN THE FORM OF A REVISED INVOICE, the FINANCIAL INSTITUTION hereby agrees to deliver and pay over to The ODOT, by return mail within Twenty-four (24) hours, the funds so requested (but in no event more than the amount of the pre-bid estimate), and to deliver and pay over to the City the accrued interest thereon and any balance that may remain. (The City's ultimate share of the cost shall be determined in accordance with the FINAL RESOLUTION and the CONTRACT).

It is understood and agreed that funds on deposit pursuant to this agreement may be invested by the FINANCIAL INSTITUTION as provided herein and in accordance with applicable law and regulations. It is also expressly understood that the Local Public Agency shall not withdraw any funds.

Legislative Authority of the City of
Kent, Ohio

Attest

Clerk of City Council

Attest

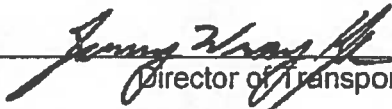
City Manager

Attest

Presiding Office of
Legislative Authority

The Ohio Department of Transportation

(Financial Institution)



Director of Transportation

(Address)

7-13-17
(Date)

(City)

(Zip Code)

by:

(Signed by officer of Financial Institution)

(Please print bank officer's name)

(Title)

(Date)

(Resolution No. 2016-76)

PID No. 98381
ODOT Project No. _____ (2017)

FINAL RESOLUTION

The following Final Resolution enacted by the City of Kent, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on 20th day of July, 2016, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of resurfacing SR 261 with minor bridge work, lying within the City of Kent; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

And further, the City agrees to assume and bear one hundred percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

The share of the cost of the LPA is now estimated in the amount of **One Hundred Ninety Five Thousand Seven Hundred Fifty and - - - - 00/100 Dollars, (\$195,750.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **One Hundred Ninety Five Thousand Seven Hundred Fifty and - - - - 00/100 Dollars (\$195,750.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **City Manager** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 2 _____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 2 _____.

Legislative Authority of the
City of Kent, Ohio

City Manager

SEAL
(If Applicable)

Clerk (Secretary Ex-Officio)

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Kent, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of resurfacing SR 261 with minor bridge work, lying within the City of Kent.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred Ninety Five Thousand Seven Hundred Fifty and - - - - 00/100 Dollars, (\$195,750.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
And further, the City agrees to assume and bear one hundred percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Kent
930 Overholt Drive
Kent, Ohio
44240

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF
TRANSPORTATION

LOCAL PUBLIC AGENCY
City of Kent

Director of Transportation

City Manager

Date

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

Approved as to form:

James R. Silver, Law Director
City of Kent

Date



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT JUNE 2017

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2017	2016	2015	2017	2016	2015
City of Kent	44	50	52	257	295	288
Kent State University	5	3	4	44	28	25
Franklin Township	10	12	12	88	64	64
Sugar Bush Knolls	0	1	0	0	1	0
Brady Lake Village	1	2	0	4	7	3
Mutual Aid Given	3	6	6	13	15	22
Total Fire Incident Alarms	63	74	74	406	410	402

Summary of Mutual Aid Received by Location

	CURRENT PERIOD			YEAR TO DATE		
	2017	2016	2015	2017	2016	2015
City of Kent	1	2	0	6	3	3
Kent State University	0	0	0	0	0	0
Franklin Township	0	1	0	0	1	2
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	0	0	0	1	0
Total Mutual Aid	1	3	0	6	5	5

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2017	2016	2015	2017	2016	2015
City of Kent	212	206	175	1262	1118	1127
Kent State University	13	8	8	128	164	151
Franklin Township	24	48	34	237	222	198
Sugar Bush Knolls	0	0	0	1	4	6
Brady Lake Village	1	2	1	22	12	12
Mutual Aid Given	5	1	1	21	10	14
Total Emergency Medical Service Responses	255	265	219	1671	1530	1508

Summary of Mutual Aid Received by Location

	CURRENT PERIOD			YEAR TO DATE		
	2017	2016	2015	2017	2016	2015
City of Kent	1	0	1	6	6	7
Kent State University	0	0	0	1	1	1
Franklin Township	0	0	0	1	3	0
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	0	0	0	2	0
Total Mutual Aid	1	0	1	8	12	8

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

	2017	2016	2015	2017	2016	2015
	318	339	293	2077	1940	1910

TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

	2017	2016	2015	2017	2016	2015
	320	342	294	2091	1957	1923



Kent Compassionate Services Referral Guide

The referral guide was developed by the City of Kent to assist in connecting those in need to the services available in Kent and Portage County. Please understand this is not an exhaustive list of services, but hopefully it will get people pointed in the right direction.

IMPORTANT LOCAL RESOURCES AND HOTLINES



Kent Social Services, 1066 S. Water Street, Kent, OH Hot meal site and food pantry. (http://fcsserves.org/program/kent-social-services/)	330-673-6963
Family & Community Services Inc., 143 Gougler Avenue, Kent, OH Nonprofit providing a wide range of basic need services. (www.fcsserves.org)	330-677-4124
United Way of Portage County, 218 W. Main St, Ravenna, OH Nonprofit providing a wide range of basic need services. (www.uwportage.org)	Dial 211
Safer Futures Domestic Violence Shelter	24-hour hotline 330-673-2500 (www.domesticshelters.org)
Townhall II, 155 N. Water Street, Kent, OH Addiction crisis intervention and treatment. (www.townhall2.com)	24-hour hotline 330-678-HELP
Mental Health & Recovery Board of Portage County Services for mental illness, depression, and suicide (www.mental-health-recovery.org)	24-hour hotline 330-296-3555

FAMILY, WELLNESS, AND MENTAL HEALTH SERVICES



Place of Peace, 705 Oakwood St, Suite 122, Ravenna, OH Supervised visitations & safe exchanges for families impacted by domestic violence.	330-296-4522
CAC of Portage County (Summer Food Service Program) Program ensures that low-income children continue to receive nutritious meals when school is not in session. (www.cacportage.net)	330-297-1456
Family & Community Services (Behavioral Health Programs) Offering behavioral health treatments and outpatient services.	330-677-4124
Coleman Professional Services, 5982 Rhodes Rd, Kent, OH Provides behavioral health & rehabilitation programs. (www.colemanservices.org)	330-673-1347
Portage County Health Dist, 705 Oakwood St #208, Ravenna, OH Immunizations, HIV testing, health screenings (www.co.portage.oh.us/PCHD/)	330-296-9919

YOUTH SERVICES



CAC of Portage County (After School Programs) Program that engages youth and encourages community involvement. Summer camp available to youth ages 5-15. (www.cacportage.net/after-school-center.html)	330-297-1456
St. Jo's Early Learning Center, 2617 Waterloo Rd, Mogadore, OH Provides quality care and education for children six weeks through five years old.	330-628-9550
Family & Community Services (Early Intervention Services) Support program for families of infants and toddlers with developmental disabilities.	330-298-4545 Ext. 300
Help Me Grow Home Visiting Program Family support program promoting healthy development for young children.	330-298-4545 Ext. 300



HOUSING SERVICES

Portage Area Transitional Housing (PATH) program 5650 S. Prospect St, Suite 101, Ravenna, OH Assists families and individuals with difficulty maintaining stable housing.	330-296-0024
Housing & Emergency Support Services (H.E.S.S.) Assists families who are experiencing a crisis.	330-296-1111
Portage Metro Housing Authority (www.portagehousing.org) Provides housing assistance for families, disabled persons, and senior citizens.	330-297-1489
CAC of Portage County (HOPE Home Repair Program) Program provides home repairs to low-income homeowners. (www.cacportage.net)	330-297-1456



WORKFORCE DEVELOPMENT, FINANCIAL AND LEGAL SERVICES

CAC of Portage County (Community Tech Learning Center) Center provides information technology programs. (www.cacportage.net)	330-297-1456
Community Legal Aid, 50 S. Main St, Suite 800, Akron, OH Nonprofit law firm serving low-income families. (www.communitylegalaid.org)	330-535-4191
Consumer Credit Counseling Services (CCCS) Provides financial education, budgeting assistance, and debt management plans.	330-297-0080 Ext.362



KENT CITY SERVICES

Emergency Services (24 Hrs.)	Dial 911
Police Non-Emergency Dispatch	330-673-7732
Fire Non-Emergency Dispatch	330-676-7393
Health Department Immunizations, HIV testing, health screenings (www.kentpublichealth.org)	330-678-8109



KENT STATE UNIVERSITY SERVICES

University Health Services (www.kent.edu/uhs)	330-672-2322
Student Legal Services (www.kent.edu/sls)	330-672-9550
Sexual & Relationship Violence Support Serv (www.kent.edu/srvss)	330-672-8016
Campus Police Non-Emergency Dispatch	330-672-3070
International Student & Scholar Services (www.kent.edu/iss)	330-672-7980



DOWNTOWN PUBLIC RESTROOMS

PARTA Parking Deck, Erie Street Entrance (24 Hrs.)
Kent Free Library, 312 W. Main Street, During Hours of Operation
Wells Sherman House, 247 N. Water Street, During Hours of Operation
Kent Main Fire Station, 320 S. Depeyster Street (24 Hrs.)