



ROSS TOWNSHIP RESOLUTION

RESOLUTION NUMBER 2015-059

RESOLUTION ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF OXFORD, ACTING AS THE LEAD AGENCY FOR THE BUTLER COUNTY OVI TASK FORCE ON AN OHIO DEPARTMENT OF PUBLIC SAFETY GRANT FOR OVI TRAFFIC SAFETY WITHIN THE TOWNSHIP; AUTHORIZING THE POLICE CHIEF TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oxford, Ohio, acts as the lead agency for the Butler County OVI Task Force on said Ohio Department of Public Safety grant; and

WHEREAS, the Ross Township Police Department desires to act as a sub-grantee for a grant from the Ohio Department of Public Safety for OVI Traffic Safety within the Township; and

WHEREAS, the City of Oxford, Ohio, and Ross Township jointly desire to enter into an Intergovernmental Agreement for the above referenced Project.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Board hereby enters into an Intergovernmental Agreement with the City of Oxford, Ohio, acting as the lead agency for the Butler County OVI Task Force on said Ohio Department of Public Safety grant, substantially in the form of the agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 1-B:

That Police Chief Darryl Haussler serve as Project Manager and do hereby authorize the Chief to execute the Project Intergovernmental Agreement.

SECTION 2:

This resolution shall take effect on October 1, 2015 upon the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3:

It is hereby determined that all formal actions of the Board of Trustees relating to their adoption of this Resolution were taken in an open meeting of the Board of Trustees and that all deliberations of such Board of Trustees were in meetings open to

the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:

Trustee Wurzelbacher introduced the foregoing Resolution and moved its adoption, Trustee Yordy seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey Absent Wurzelbacher A4E Yordy A4E

Adopted at the meeting of the Ross Township Board of Trustees this 1st day of October, 2015.

Absent

Thomas Willsey, President

Raymond Wurzelbacher
Raymond Wurzelbacher, Vice President

Ellen Yordy
Ellen Yordy, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 1st day of October, 2015.

Judy Huffman
Judy Huffman
Ross Township Fiscal Officer

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AGREEMENT

THIS AGREEMENT entered into as this 1st day of September, 2015 by and between the CITY OF OXFORD (hereinafter referred to as the "Lead Agency") and Ross Township, Ohio (hereinafter referred to as the Sub-grantee).

WITNESSETH:

WHEREAS, the Lead Agency has received a Butler County OVI Task Force Grant from the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services- Traffic Safety (OCJS-TS) and is desirous of engaging the Sub-grantee to provide targeted enforcement activity in completion of the aforementioned grant, and

WHEREAS, the sub-grantee desires to participate in the Butler County OVI Task Force hereinafter referred to as "Task Force" and to be reimbursed for its allowable expenses incurred by virtue of said participation;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SERVICE RENDERED BY SUB-GRANTEE

Sub-grantee agrees to provide targeted law enforcement by sworn law enforcement officers completed at approved problem sites determined by the Task Force using its problem identification process. Targeted enforcement will be conducted in support of the Task Force goals, which are to decrease the incidence of OVI violations, decrease the number of alcohol-involved injury crashes and alcohol-involved fatal crashes, use the low manpower checkpoint model to conduct low-cost, high effective OVI checkpoints throughout Butler County, and zero tolerance enforcement of safety belt and child safety seat laws during the enforcement efforts in targeted communities. In addition, the sub-grantee shall comply with the following:

- A. Law Enforcement Activity Reports: The sub-grantee will report enforcement activity on OTSO Law Enforcement Activity (GR-24A, GR-24B) forms on a monthly basis. Monthly reporting must be submitted by the 10th calendar day of the following month to the Lead Agency agent, Peter M. Reising (preising@cityofoxford.org). Justification for sites selected for enforcement activity must be documented and maintained as a part of the sub-grantee's file for this agreement.
- B. Data Collection and Analysis for Enforcement Site Selection: All law enforcement agencies participating in the Butler County OVI Task Force grant agree to collect current traffic crash data and arrests data. This data is to be submitted by the 28th calendar day of the following month to the Lead Agency agent: Peter M. Reising (preising@cityofoxford.org) to compile monthly data reports for the site selection process and justification for OVI enforcement. The data that is required is the date, time and location of 1) OVI arrests, 2) OVI crashes with injuries only and 3) OVI crashes with fatalities. This is required every month whether or not there was any OVI grant overtime worked.
- C. Training Certification: The sub-grantee will assure that all enforcement personnel involved in approved overtime enforcement-related activities are certified in the following type(s) of training as appropriate: Alcohol-related Traffic Enforcement-Arresting Officers ONLY: Standard Field Sobriety Testing (SFST).
- D. Enforcement Hours Eligibility: Direct labor hours expended in traffic enforcement programs must be over and above the normal work week. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. All full time officers on the OTSO grant must be paid their actual overtime hourly rate.
- E. Safety Belt Policy: Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's seat belt and child restraint laws on all traffic stops.

- F. Required Activity: All agencies utilizing overtime enforcement funds from the OTSO are required to participate in the "Click It or Ticket" (CIOT) mobilization and the "Drive Sober or Get Pulled Over" enforcement activity.

Scheduled dates for the national enforcement campaigns are:

CIOT - May 18, 2016 thru May 31, 2016

Drive Sober or Get Pulled Over - August 21, 2016 thru September 7, 2016

- G. Attendance at Monthly meetings: Sub-grantee agrees to have a representative participate in the monthly meeting which is the 2nd Wednesday of every month at the Fairfield Township Police Department at 10:00 a.m., for the planning of Task Force Activities countywide and media involvement.

II. COMPENSATION AND PAYMENT

Compensation shall be on a reimbursement basis of direct costs based on actual activity completed, not to exceed \$4,000.00. This amount may be revised in writing by contracting parties. Reimbursement will be made for actual costs, pre-approved fringe rate and fuel cost calculated at five percent (5%) of direct labor costs incurred in support of the Task Force activities.

To be eligible for reimbursement, sub-grantee will complete and submit all reports described in I(A) by the 10th calendar day of the following month to the Lead Agency agent and I(B) by the 28th calendar day of the following month to the Lead Agency agents.

The sub-grantee shall complete and submit a 2016 invoice by the 10th calendar day of the following month to the Lead Agency agent (treising@cityofoxford.org), detailing name and rank of officer working the activity, date, and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment, unless electronically transferred, then just need EFT.

1. DELIVERY OF SERVICES

The sub-grantee will complete all work no later than September 30, 2016.

2. SUBCONTRACTORS

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

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

3. MAINTENANCE OF RECORDS

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

Sub-grantee shall obtain and retain in force workers compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of insurance will be provided to the Lead Agency before the start of this contract.

4. ASSURANCE REGARDING PARENT CONTRACT

The provisions of the agreement includes all of the conditions and assurances of the parent agreement #CVITF-2016-9-00-00-00404-00, between the Ohio Department of Public Safety and the Lead Agency and additional Lead Agency provisions of which are attached as Appendix 1.

5. SANCTIONS FOR NON-COMPLIANCE

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

6. TERM OF CONTRACT

This contract shall run from October 1, 2015 to September 30, 2016.

Now therefore, the parties by and through their authorized officers have executed this Agreement on the _____ day of _____, 2015.

Ross Township, Ohio

City of Oxford:

Darryl Hausstler
Chief of Police

Douglas R. Elliott Jr.
City Manager

Approved as to form:

Approved as to form:

Law Director

Stephen McHugh
Law Director

Approved as to Content:

Robert Holzworth
Chief of Police

CERTIFICATE

The undersigned Finance Director for the City of Oxford, Ohio, hereby certifies that funds to cover payment for services or supplies embodied in this contract are presently available or in the process of collection and that Council has appropriated money for this purpose, and it remains unencumbered.

Joe Newlin
Finance Director