



# ROSS TOWNSHIP RESOLUTION NUMBER 2016-045

## 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, 2016 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.

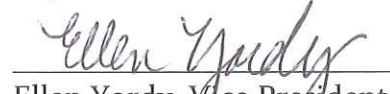
**INTRODUCTION AND VOTE RECORD:**

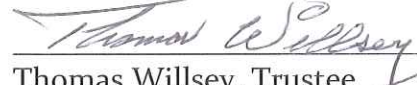
Trustee Wurzelbacher introduced the foregoing Resolution and moved its adoption, Trustee Yordy seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

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


  
\_\_\_\_\_  
Raymond Wurzelbacher, President

  
\_\_\_\_\_  
Ellen Yordy, Vice President

  
\_\_\_\_\_  
Thomas Willsey, 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 1<sup>st</sup> day of October, 2015.

  
\_\_\_\_\_  
Judy Huffman  
Ross Township Fiscal Officer

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Revised 10-9-2009

OVI COUNTYWIDE TASK FORCE  
CONTRACT

THIS AGREEMENT, entered into as of this 1st day of October, 2016, by and between The City of Oxford (hereinafter referred to as the "Lead Agency") and The Ross Township Police Department (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), Ohio Traffic Safety Office (OTSO) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

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 expenses.

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

I. **SERVICE RENDERED BY SUBGRANTEE**

Targeted enforcement by sworn law enforcement officers done at approved problem sites determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Butler County OVI 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 OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Butler County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition, the sub-grantee shall comply with the following:

- a. Law Enforcement Reports: The sub-grantee will report monthly enforcement activity on OTSO Law Enforcement Activity (GR-24A, GR-24B) forms to the Lead Agency agent, Peter M. Reising ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)) by the 10<sup>th</sup> calendar day of the following month. Justification for sites selected for enforcement activity should 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 arrest data. This data is to be submitted by the 28<sup>th</sup> calendar day of the following month to the Lead Agency agent, Peter M. Reising ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)) 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 to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate:
  - i. Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training: training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.
- d. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. Enforcement overtime must be between 18:00 hours (6 p.m.) and 06:00 hours (6 a.m.)
- 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 occupant restraint laws.
- 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" (DSOGPO) mobilization.  
Tentative schedule dates for the mobilizations are:  
CIOT- May 22, 2017 thru June 5, 2017  
DSOGPO- August 16 thru September 4, 2017
- g. Attendance at Monthly Meetings: Sub-grantee agrees to have a representative participate in the monthly meeting, which is held the 2<sup>nd</sup> 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 the basis of direct costs based on actual activity completed, not to exceed \$5,000.00. This amount may be revised by the contracting parties. Reimbursement will be made for the 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 10<sup>th</sup> calendar day of the following month to the

Lead Agency agent ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)) and I(B) by the 28<sup>th</sup> calendar day of the following month to the Lead Agency agent ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)).

The sub-grantee shall complete and submit a monthly invoice by the 10<sup>th</sup> calendar day of the following month to the Lead Agency agent ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)), detailing name and rank of the police officers working the overtime activity, date and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment, unless electronically transferred or direct deposit, then fill with "EFT or DD"

**III. DELIVERY OF SERVICES**

The sub-grantee will complete all work no later than September 30, 2017.

**IV. SUBCONTRACTORS**

The 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 OVI 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.

**V. MAINTENANCE OF RECORDS**

Sub-grantee shall maintain all records pertaining to this agreement for a minimum of three years, pursuant to the requirements of the OTSO/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.

The sub-grantee shall maintain worker's 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 agreement, if requested.

**VI. ASSURANCE REGARDING PARENT CONTRACT**

The provisions of the agreement include all of the conditions and assurances of the parent agreement GRANT # 2017-OVITF-0191-00, dated October 1, 2016 between the Ohio Department of Public Safety and the Lead Agency and the additional sub-grantee provisions both of which are attached hereto as an appendix.

**VII. 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.

"The opinion, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the State of Ohio, the National Highway Traffic Safety Administration, the Federal Highway Administration, or the Lead Agency."

VIII. SIGNATURES

  
\_\_\_\_\_  
Signature

Chief John Jones  
Oxford Police Department

9/12/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Chief Darryl Haussler  
Ross Twp. Police Department

\_\_\_\_\_  
Date

**State of Ohio Traffic Safety Office**  
**Provisions for Sub-Grantee**

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

**Note:** For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

**PROVISION 1 Security Agreement Disclaimer**

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

**PROVISION 2 Reporting Requirements**

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

**PROVISION 3 Patent Rights/Copyrights**

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

**PROVISION 4 Audit Practices**

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**PROVISION 5 Equal Employment Opportunity (E.E.O.)**

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

**PROVISION 6 Certification Regarding Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.



**PROVISION 7 Labor Relations**

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

**PROVISION 8 Assurances Regarding the Parent Agreement**

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

**PROVISION 9 Record Retention**

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

**PROVISION 10 Liability Disclaimer**

The parties agree that the Ohio Department of Public Safety, Ohio Traffic Safety Office, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

**PROVISION 11 Line of Credit**

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:  
National Highway Traffic Safety Administration  
Federal Highway Administration  
Ohio Department of Public Safety  
Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."