

RESOLUTION NO. 48-10  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE 15<sup>th</sup> DAY OF November, 2010.

**A RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, IN COOPERATING WITH THE CITY OF DAYTON AND IN SIGNING AN AGREEMENT TO PROVIDE TARGETED ENFORCEMENT ACCORDING TO THE TERMS OF A MONTGOMERY COUNTY OVI TASK FORCE GRANT.**

WHEREAS, the City of Dayton, as the "Lead Agency" received a Montgomery County OVI Task Force Grant from the Ohio Department of Public Safety (ODPS), Governor's Highway Safety Office (GHSO) and was desirous of engaging the City of Centerville as a contract agency to provide targeted enforcement activity in completion of the aforementioned grant; and

WHEREAS, it is in the best interests of the City of Centerville to provide targeted enforcement activity in completion of the grant; and

WHEREAS, the City Manager signed the OVI Countywide Task Force Agreement so that approval could be given by the Commission of the City of Dayton in a timely manner to procure and administer the grant.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Council hereby ratifies the action of the City Manager in signing the agreement with the City of Dayton in connection with a grant from Ohio Department of Public Safety to the OVI Countywide Task Force, a copy which is attached as Exhibit "A" and incorporated herein.

Section 2. This resolution becomes effective on the earliest date allowed by law.

PASSED THIS 15<sup>th</sup> day of November, 2010.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

*Assistant* Julia M. Weaver  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 48-10, passed by the Council of the City of Centerville, Ohio on the 15<sup>th</sup> day of November, 2010.

*Assistant* Julia M. Weaver  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the Charter  
and Constitutional Provisions.  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**OVI COUNTYWIDE TASK FORCE  
AGREEMENT**

THIS AGREEMENT, entered into as of this 15<sup>th</sup> day of October, 2010, by and between: City of Dayton, Ohio (hereinafter referred to as the "Lead Agency") and the City of Centerville, Ohio (hereinafter referred to as the "Sub-grantee"),

WITNESSETH:

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from the Ohio Department of Public Safety (ODPS), Governor's Highway Safety Office (GHSO) and is desirous of engaging the Sub-grantee to provide targeted enforcement activity in completion of the aforementioned grant.

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

**I. SERVICE RENDERED BY SUBGRANTEE**

Targeted enforcement by sworn law enforcement officers will take place at approved problem sites determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Montgomery County OVI Task Force goals, which are to decrease the incidence of OVI violations, decreasing OVI crash fatalities and increase seat belt usage, use the low manpower OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Montgomery County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition:

- a. Law Enforcement Reports: The Sub-grantee will report enforcement activity on GHSO Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the 10<sup>th</sup> calendar day of the following month to the Lead Agency. 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. 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.
- c. 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 is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.

- d. 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.
- e. Required Activity: All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the "Over the Limit, Under Arrest" (OTLUA) mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 19, 2011 through September 5, 2011.
- f. The Lead Agency will fund overtime enforcement during the "What's Holding You Back? – Click it or Ticket" (WHYB/CIOT) mobilizations. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 23, 2011 through June 5, 2011.

## II. **COMPENSATION AND PAYMENT**

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed Ten Thousand Dollars (\$10,000).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the 10<sup>th</sup> calendar day of the following month to the Lead Agency. The Sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity, dates and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

## III. **DELIVERY OF SERVICES**

The Sub-grantee will complete all work no later than September 30, 2011.

## IV. **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 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 contract for a minimum of three (3) 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 worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment.

**VI. ASSURANCES REGARDING PARENT CONTRACT**

The provisions of the agreement include all of the conditions and assurances of the parent agreement GR-1 GRANT OVITF-2011-57-00-00-00380-00 OVI Task Force grant, dated October 1, 2010 between the Ohio Department of Public Safety and the Lead Agency and the additional Sub-grantee provisions. This agreement shall be predicated upon the receipt of the parent agreement from the Ohio Department of Public Safety and the approval of the Dayton City Manager and the Commission of the City of Dayton, if required.

**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.

**VIII. OTHER REQUIREMENTS**

The following are Provisions that shall be used by the Sub-grantee (lead agency) when entering into an agreement (contract) where funds administered by the Office of the Governor's Highway Safety Office (GHSO) that total Five Thousand Dollars (\$5,000) or more are used. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work 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 Lead Agency, 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 advanced notice of its election to do so. If the contract is canceled under this provision, the Lead Agency shall reimburse the Sub-grantee for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the Sub-grantee shall become the property of the Lead Agency.

**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 Intellectual Property**

Neither the Sub-grantee nor any of its 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 are approved in writing by the Lead Agency prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Sub-grantee shall provide the Lead Agency 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 said intellectual property without payment.

**PROVISION 4 Audit Practices**

The Sub-grantee agrees to provide access to the Lead Agency, Montgomery County OVI Task Force, the Ohio Department of Public Safety (ODPS), Governor's Highway Safety Office (GHSO), 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 audits, examinations, excerpts, or transcriptions.

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

The Sub-grantee and Lead Agency 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.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith will constitute a breach thereof.

**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 Lead Agency 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 Energy Policy**

The Sub-grantee must apply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163).

**PROVISION 9 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.

**PROVISION 10 Record Retention**

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

**PROVISION 11 Negligence Disclaimer**

The Sub-grantee shall save the Governor's Highway Safety Office, Ohio Department of Public Safety, and the Federal Government (e.g. National Highway Traffic Safety Administration, Federal Highway Administration) from

harm from suits, actions, or claims resulting from negligence, acts or omissions by the Sub-grantee and/or contractor or their employees.

**PROVISION 12 Liability Disclaimer**

The parties agree that the Ohio Department of Public Safety, Governor's Highway 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 13 Disclosure Disclaimer**

Sub-grantee shall include language 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  
Governor's Highway 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 Governor's Highway Safety Office."

**IN WITNESS WHEREOF**, the Lead Agency and Sub-grantee, each by a duly authorized Representative, have executed this Agreement on the date first written above.

**CITY OF DAYTON, OHIO**

**CITY OF CENTERVILLE, OHIO**

\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
City Manager

**APPROVED AS TO FORM  
AND CORRECTNESS:**

  
\_\_\_\_\_  
City Attorney

**NO COMMISSION APPROVAL NEEDED**