

RESOLUTION NO. 104-21
CITY OF CENTERVILLE, OHIO

18th SPONSORED BY COUNCILMEMBER John Palcher ON THE
DAY OF October, 2021.

A RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY OF CENTERVILLE IN COOPERATION WITH THE CITY OF DAYTON TO EXECUTE 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 Operating While Impaired (OVI) Task Force Grant from the Ohio Department of Public Safety (ODPS), office of Criminal Justice Services – Traffic Safety (OCJS-TS); and

WHEREAS, the City of Centerville designated as the “Sub-grantee” provides law enforcement agency services to the city and is eligible to participate in OVI activities; and

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

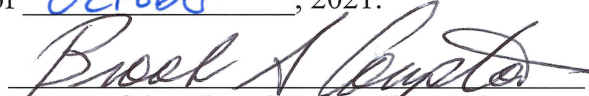
WHEREAS, the City desires to have the City Manager execute the agreement with the City of Dayton so that approval could be given by the Commission of the City of Dayton to procure and administer the grant.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager, on behalf of the City of Centerville, be and is hereby authorized to take all steps necessary to execute the OVI Countywide Task Force Agreement, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

Section 2. That this Resolution shall take effect at the earliest time allowed by law.

PASSED THIS 18th day of October, 2021.



Mayor of the City of Centerville, Ohio

ATTEST:



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. 104-21, passed by the Council of the City of Centerville, Ohio on the 18th day of October, 2021.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

**OPERATING A VEHICLE WHILE IMPAIRED
COUNTYWIDE TASK FORCE
AGREEMENT**

THIS AGREEMENT is entered into as of this _____ day of _____, 2021 by and between the 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 State of Ohio, Department of Public Safety ("ODPS") administers the Operating a Vehicle While Impaired Task Force ("OVI") Grant Program in an effort to increase alcohol-related traffic enforcement, reduce speeding violations, increase seat belt usage, and reduce fatal and injury accidents; and

WHEREAS, the Lead Agency has received a Montgomery County OVI Task Force grant from ODPS, Grant Number OVI-2022-Dayton Police Dept.-00006, for Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and Nineteen Cents (\$224,999.19) subject to all grant terms and conditions; and

WHEREAS, the Sub-grantee provides law enforcement agency services to its respective community and is eligible to participate in OVI activities; and

WHEREAS, the Lead Agency desires to engage 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 SUB-GRANTEE

Targeted enforcement by sworn law enforcement officers will take place at approved problem sites as 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 and crash fatalities and increase seat belt usage while using the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Montgomery County. Also, there will be zero tolerance enforcement with respect to violations of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition:

- a. Law Enforcement Reports: Sub-grantee will report enforcement activity on OCJS-TS Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the fifth (5th) calendar day of the following month to Lead Agency. Justification for sites selected for enforcement activity should be documented and maintained as a part of Sub-grantee's file for this agreement.

- b. Training Certification: 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: Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training, as well as training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.
- c. Diversity/Inclusion Training: Sub-grantee will assure that all personnel that participate in enforcement-related activity complete any sub-recipient agency required diversity/inclusion training.
- 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 is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. All enforcement hours must be reimbursed at the actual rate of pay.
- 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 National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: December 17, 2021 through January 1, 2022 and August 19, 2022, through September 5, 2022.
- g. Lead Agency will fund overtime enforcement during the "Click It or Ticket" (CIOT) mobilization. The scheduled dates for the mobilizations are as follows and are subject to change due to federal requirements: May 23, 2022 through June 5, 2022.

II. COMPENSATION AND PAYMENT

Funding for this Agreement is contingent on receipt of funds from the State of Ohio, Department of Public Safety for the OVI grant number OVI-2022-Dayton Police Department-00006 received by the Lead Agency.

Compensation shall be on the basis of direct costs based on actual activity completed in an amount not to exceed Thirteen Thousand and No Cents (\$13,000.00).

To be eligible for reimbursement, Sub-grantee will complete and submit a GR-24 progress report by the fifth (5th) calendar day of the following month to the Lead Agency. 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. Sub-grantee must provide documentation that the officer has been paid. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities.

Proof of payment documentation must include the officer's name, regular hourly rate of pay, overtime rate of pay, overtime hours for the pay period covering the requested reimbursement, the check or pay stub number, and detail for each fringe benefit being claimed for reimbursement under the grant. Failure to provide appropriate payment documentation may result in a demand for repayment of any previously reimbursed funds and the cancellation of this Agreement.

III. DELIVERY OF SERVICES

Sub-grantee will begin work after execution of this document and complete all work no later than September 30, 2022.

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.

Sub-grantee warrants that it has not employed or retained any company or person other than a bona-fide employee working solely for 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 ODPS. 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 at least three (3) years after the completion of this agreement.

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.

VI. ASSURANCES AND INCORPORATION OF PARENT CONTRACT

The provisions of this Agreement include all of the terms, conditions and assurances of the parent agreement for OVI Task Force Grant OVI-2022-Dayton Police Department-00006, dated October 1, 2021 between the ODPS and Lead Agency and

the additional Sub-grantee provisions. This Agreement shall be predicated upon the receipt of the parent agreement from the ODPS and the approval of the Dayton City Manager and the Commission of the City of Dayton, if required. The "Terms and Conditions for All Grants" from ODPS is incorporated into this document and attached as "Exhibit A."

VII. SANCTIONS FOR NON-COMPLIANCE

Should Sub-grantee fail to fulfill any of its contractual duties in a timely manner, 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 from the date of the transmitted letter to resolve such deficiencies, unless otherwise stated by Lead Agency.

VIII. OTHER REQUIREMENTS

The following are Provisions that shall be used by Lead Agency when entering into an agreement (contract) where funds are administered by the OCJS-TS with a total of Five Thousand Dollars (\$5,000) or more. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, or individual that Lead Agency is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

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 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 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, Lead Agency shall reimburse 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 Sub-grantee shall become the property of Lead Agency.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by Sub-grantee as frequently as required by Lead Agency. 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, and (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, ODPS, OCJS-TS 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.

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 provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the ODPS and the Sub-grantee and are attached hereto as an Appendix.

PROVISION 10 Negligence Disclaimer

The Sub-grantee and contractor shall save the OCJS-TS, ODPS, 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 11 Liability Disclaimer

The parties agree that the ODPS, OCJS-TS 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 12 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
Office of Criminal Justice Services – Traffic Safety”

The remainder of this page left blank.

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 Office of Criminal Justice Services – Traffic Safety.”

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

By: _____
City Manager

By: _____
City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**

By: _____
Centerville Law Director

E-SIGNED by John Musto
on 2021-09-27 15:59:46 GMT

City Attorney

**APPROVED BY THE COMMISSION OF
THE CITY OF DAYTON, OHIO:**

_____, 2021

Min./Bk. _____ Pg. _____

Clerk of the Commission