Interoffice - Memorandum

To: Judith C. Boyko, Township Administrator

From: Colonel Erik D. Niehaus

Date: August 23, 2013

RE: **BUSINESS ITEM: MOTION TO ENTER INTO CONTRACTUAL AGREEMENT WITH THE FAIRFIELD POLICE DEPARTMENT FOR THE PARTICIPATION IN THE BUTLER COUNTY OVI TASK FORCE**

At this time, I am recommending for the Township to enter into a contractual agreement with Fairfield Police Department for the participation in the Butler County OVI Task Force. The West Chester Police Department has participated in this program for many years. The "sponsor" for the Butler County OVI Task Force has rotated among law enforcement agencies in Butler County. The City of Fairfield has been the "sponsor" for this task force for the last four years. The proposed agreement is the same agreement that has been used for the past several years. The police department will be compensated up to $12,000.00 for targeted enforcement to decrease the number of incidences of OVI violations and related offenses.

Thank you for your consideration.

AGREEMENT

THIS AGREEMENT entered into as this 1st day of September, 2013 by and between the CITY OF FAIRFIELD (hereinafter referred to as the "Lead Agency) and WEST CHESTER 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 complet[illegible] the aforementioned grant, and

WHEREAS, the sub-grantee desires to participate in the Butler County OVI T[illegible]k Force hereinafter referred to as "Task Force" and to be reimbursed for its allowable e[illegible]penses [illegible]urred b[illegible]irtue 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 sw[illegible] enforc[illegible]ment officers completed at approved problem sites determined by the Task Force using its problem iden[illegible]cation process. Targeted enforcement will be conducted in support of the Task [illegible]rce g[illegible]ls, which a[illegible] to decrease the incidence of OVI violations, decrease the number of alcohol-invo[illegible]ed injury c[illegible]hes and alcohol-involved fatal crashes, use the low manpower checkpoint model to conduc[illegible]ow-cost, hig[illegible] effective OVI checkpoints throughout Butler County, and zero tolerance enforcement of s[illegible]ty belt and c[illegible]ild safety seat laws during the enforcement efforts in targeted communities[illegible] addi[illegible] the sub-[illegible]antee shall comply with the following:

A. Law Enforcement Activity Rep[illegible]s: The s[illegible]-grantee will report enforcement activity on OTSO Law Enforcement Activity (GR-24A, [illegible]-24[illegible] and/or GR-24C) forms on a monthly basis. Monthly reporting must be submitted by the [illegible] calendar day of the following month to the Lead Agency agent, Carl J. Phillips ([illegible]59@[illegible]oo.com). Justification for sites selected for enforcement activity must be doc[illegible]ented and [illegible]aint[illegible]ed as a part of the sub-grantee's file for this agreement.

B. Data Collection and [illegible]nalysis for E[illegible]orcement Site Selection: All law enforcement agencies participating [illegible]e Bu[illegible] County [illegible]VI Task Force grant agree to collect current traffic crash data and arres[illegible] data. [illegible]his da[illegible]e submitted by the 28th calendar day of the following month to the Le[illegible] Agency [illegible]gent: Carl J. Phillips (cphillips159@yahoo.com) to compile monthly data reports for the [illegible]e sel[illegible]ss and justification for OVI enforcement. The data that is required is the date, [illegible] and location of 1) OVI arrests, 2) OVI crashes with injuries only and 3) OVI crashes [illegible]ith [illegible]alities. This is required every month whether or not there was any OVI grant overtime worke[illegible]

C. [illegible]ing Certification: The sub-grantee will assure that all enforcement personnel involved in a[illegible]roved overtime enforcement-related activities are certified in the following type(s) of training as app[illegible]riate: 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

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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 "Driver Sober or Get Pulled Over" enforcement activity.
Scheduled dates for the national enforcement campaigns are:
CIOT - May 19, 2014 to June 1, 2014
Drive Sober or Get Pulled Over – August 15, 2014 to September 1, 2014

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 **$12,000.00**. This amount may be revised in writing by contracting parties. Reimbursement will be made for actual costs, pre-approved fringe rate and fuel costs 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 2014 invoice by the 10th calendar day of the following month to the Lead Agency agent, (cphillips159@yahoo.com), detailing name and rank of officer working the activity, date and hours worked, overtime rate earned and the warrant/voucher number of overtime payment, unless electronic transferred then just need EFT.

1. DELIVERY OF SERVICES

The sub-grantee will complete all work no later than September 30, 2014.

2. SUBCONTRACTORS

Sub-grantee shall not subcontract, 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 is 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

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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 #2014-OVITF-0058-00, 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, 2013 to September 30, 2014.

Now therefore, the parties by and through their authorized officers have executed this Agreement on the _____ day of _____, 2013.

West Chester Township, Ohio

_____
Judith C. Boyko
Township Administrator

Approved as to form:

_____
Donald L. Crain
Law Director

City of Fairfield

_____
Arthur E. Buzzano
City Manager

Approved as to form:

_____
John H. Clemmons
Law Director

Approved as to content:

_____
Michael J. Dickey
Chief of Police

CERTIFICATE

The undersigned Finance Director for the City of Fairfield, 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.

Mary Hopton
Finance Director

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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 Department of Public Safety (ODPS), 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 al 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

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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, Sate, 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, so 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 ODPS 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 ODPS, OTSO, 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.

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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."

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