

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2026 - 53

**ORDINANCE AUTHORIZING THE POLICE CHIEF TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING
TO PARTICIPATE IN THE OVI TASK FORCE WITH
CITY OF BLUE ASH POLICE DEPARTMENT
AND DECLARING AN EMERGENCY**

- WHEREAS,** The OVI Task Force Program is an initiative to conduct sobriety checkpoints, impaired driving saturation patrols, public awareness and education; and
- WHEREAS,** The City of Blue Ash, as “Lead Agency” under its terms, has received an Ohio Traffic Safety Office (OTSO) County OVI Task Force grant from the Ohio Traffic Safety Office (OTSO); and
- WHEREAS,** The Lead Agency can enter into a Memorandum of Understanding (“MOU”) with various local participating communities which outlines the obligations and benefits of participation in the program; and
- WHEREAS,** The Village entered into a similar MOU with Blue Ash in October, 2025 for the 2026 fiscal year, and finds the MOU and relationship established therein to be beneficial; and
- WHEREAS,** The community would benefit from the Village of Lockland Police Department’s continued engagement in such program as a participating agency, and the Village desires to enter into an MOU with Blue Ash to that effect for 2027; and
- WHEREAS,** Blue Ash and the Village enter into this MOU for the primary purpose of reducing the number of fatal traffic crashes and reducing the number of alcohol-related fatal crashes, utilize where feasible the low manpower OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Hamilton County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities;

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

- SECTION I** The Police Chief of the Village of Lockland is hereby authorized to execute a Memorandum of Understanding for the OVI Task Force Grant substantially in the form attached hereto as Exhibit 1 and incorporated by reference herein.
- SECTION II** This ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland and its citizens. The reason for said emergency is to ensure that the Memorandum of Understanding is in place and that the Police Department gains the benefits of participating in the OVI Task Force and the associate grant benefits, as soon as possible. Therefore, this ordinance shall become effective immediately.

Passed this 12 day of October, 2026.

Shirley Kelly Vice Mayor
MAYOR, VILLAGE OF LOCKLAND

Attested: *Nathaniel Pittman*
CLERK OF COUNCIL

MEMORANDUM OF UNDERSTANDING
Between
Blue Ash Police Department
And
Lockland Police Department

I. INTRODUCTION

The Memorandum of Understanding (MOU) between the Blue Ash Police Department (further known as the Lead Agency) and the Lockland Police Department (further known as the Participating Agency) sets forth the agreement of the parties, and establishes the partnership, roles, and responsibilities of the Parties.

II. PURPOSE

The Lead Agency has received an Ohio Traffic Safety Office (OTSO) County OVI Task Force grant from the Ohio Traffic Safety Office (OTSO). The Parties enter into this MOU for the primary purpose of reducing the number of fatal traffic crashes and reducing the number of alcohol-related fatal crashes, utilize where feasible the low manpower OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Hamilton County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities.

III. RESPONSIBILITIES OF THE PARTIES

The Participating Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. Law Enforcement Reports: The Participating Agency will report enforcement activity on OTSO Law Enforcement Activity (GR-24A or GR-24C) forms on a monthly basis. Reports are due to the lead agency according to the dates specified in the Standard Operating Procedure. The Participating Agency will receive OVI arrest and crash incident spreadsheets from the Lead Agency to assist with selecting sites for enforcement activity. These spreadsheets supporting statistical data should be maintained as a part of the sub-grantee's file for this agreement.
- b. Training Certification: The Participating Agency 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. OVI Checkpoints
 1. OIC – Sobriety Checkpoint Training (training in standard procedures and operations associated with staffing and staging OVI checkpoints).
 2. Arresting Officers – Standard Field Sobriety Testing (SFST).
 - ii. Alcohol-related Traffic Enforcement – (Saturation Patrols) Standard Field Sobriety Testing (SFST).

- iii. Speed management-related traffic enforcement – Electronic Speed Measuring Device Training (ESMD).
- 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 staffs are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. All full-time officers working on the OTSO grant must be paid their actual overtime hourly rate. Saturation and Checkpoint hours should be worked from 6:00 PM to 6:00 AM, unless the working agency can justify working daytime hours based on impaired driving problem identification. Example: 2 of the 4 alcohol-related crashes last month were during daytime hours. The justification must be sent with the GR 12 to receive reimbursement.
- d. Safety Belt Policy: The Participating Agency 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 NHTSA funding for overtime enforcement are required to participate in the following mobilizations and to submit required reports by the published deadlines:
 - i. *Drive Sober or Get Pulled Over* national alcohol mobilization. The scheduled enforcement period for the mobilization is from August 11, 2027, to September 5, 2027. This is subject to change based on federal requirements.
 - ii. *Click it or Ticket (CIOT)* national seatbelt enforcement campaign. The scheduled enforcement period for CIOT is May 17, 2027, to June 6, 2027.
- f. Participate in and not limited to, organizing, coalition building, enforcement activities, media events (promotion of the task force), development of OVI task force policies, monthly meetings, and in subcommittees as required.
- g. Buy America Act: All agencies will comply with the provisions of the Buy America Act (49 USC 5323(j)). Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds.
- h. Policy to Ban Text Messaging While Driving: In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving; and DOT Order 3902.10, Text Messaging While Driving, sub-grantees are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving-
 - 1 -company-owned or -rented vehicles, or government-owned, leased or rented vehicles; or

2. -privately-owned vehicles when on official government business or when performing any work on or behalf of the government.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Lead Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. To assure that the goals, scope of work, evaluations, and requirements of the ODPS/OTSO GR-1 Agreement are met.
- b. Coordinate and maintain organization to meet the needs of the OVI Task Force ODPS/OTSO GR-1 Agreement.

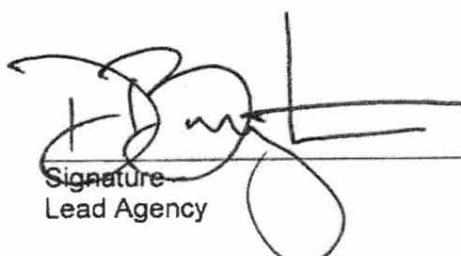
IV. PERIOD OF AGREEMENT

This MOU will become effective when signed by all parties. The MOU will terminate on September 30, 2027. Either party may terminate this MOU by providing a 30-day written notice to the other party. In the event this MOU is terminated, the Participating Agency will be reimbursed for any pre-approved law enforcement activities up to the termination date. This MOU is subject to the availability of funds.

V. SANCTIONS FOR NON-COMPLIANCE

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

VI. SIGNATURES



Signature
Lead Agency

10/15/2026

Date



Signature
Participating Agency

10/15/26

Date