

VILLAGE OF BOSTON HEIGHTS	Codified?	First Reading <u>X</u>	Waiver 3-Reading Rule _____
RESOLUTION NO: <u>2018-10-28</u>	Yes _____	Second Reading _____	Yes <u>X</u>
INTRODUCED BY <u>J. MILLER</u>	No <u>X</u>	Third Reading _____	No _____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE SUMMIT COUNTY OVI TASK FORCE TO REDUCE THE NUMBER OF ALCOHOL AND DRUG-RELATED CRASHES EFFECTIVE OCTOBER 1, 2018, AND DECLARING AN EMERGENCY

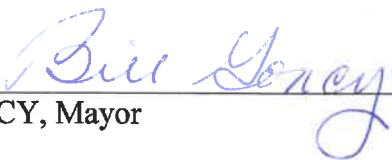
BE IT RESOLVED by the Council of the Village of Boston Heights, County of Summit and the State of Ohio:

Section 1: That the Mayor, the Chief of Police, and/or the Mayor’s designee of the Village of Boston Heights is hereby authorized to enter into an agreement, retroactively, with the Summit County OVI Task Force for a period beginning October 1, 2018 through September 30, 2019 to reduce the number of alcohol and drug-related crashes. The agreement to be entered is attached hereto as Exhibit “A”, and incorporated herein by reference.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village of Boston Heights and shall therefore take immediate effect upon passage.

PASSED:



 BILL GONCY, Mayor

ATTEST:

I, BETTY KLINGENBERG, Fiscal Officer of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2018-10-28** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio, at a meeting of Council on the **9th day of October, 2018.**


BETTY KLINGENBERG, Fiscal Officer

**AGREEMENT BETWEEN
THE SUMMIT COUNTY SHERIFF'S OFFICE
AND
SUMMIT COUNTY OVI TASK FORCE MEMBER**

This agreement is hereby made between the Summit County Sheriff's Office and the Boston Heights Police Department; hereinafter referred to as "contractor."

I. SCOPE OF WORK

The contractor shall actively participate as a member of the Summit County OVI Task Force and provide coordinated overtime **alcohol-related** enforcement as pre-approved by the Summit County OVI Task Force and the Summit County Sheriff's Office. As a member of the OVI Task Force, the contractor will participate in monthly Task Force meetings and will provide the Task Force with an update of the Contractor's overtime enforcement activity for the reporting period.

Overtime alcohol-related enforcement efforts will be comprised of national/state and local blitzes, concentrated saturation patrols (increased enforcement in concentrated locations), and sobriety checkpoints. Overtime enforcement activity performed under this agreement shall in no way replace or meet the overtime enforcement performance requirements as approved in any other GR-1 grant agreement(s) between the Ohio Department of Public Safety/ Ohio Traffic Safety Office (OTSO) and the Contractor.

The Contractor shall participate in planning and conducting countywide and localized media events/activities, highlighting the Summit County OVI Task Force's initiatives as it relates to the reduction of alcohol-related crashes in the county.

The Contractor will assure that all enforcement personnel to be involved in approved alcohol-related overtime enforcement activity will be certified in the appropriate type of training (i.e., Detection Apprehension and Prosecution/ADAP or Standard Field Sobriety testing – along with checkpoint training). Documentation of appropriate certifications for grant employees will be maintained by the Contractor and will be made available to the Summit County Sheriff's Office and /or the OTSO upon request.

No equipment purchases shall be approved under this agreement except as pre-approved by the Summit County Sheriff's Office and OTSO.

II. SUMMIT COUNTY SHERIFF'S OFFICE AGENT

For the purpose of this task force agreement, the Contractor shall be responsible to Summit County Sheriff's Office and/or its assigned designee. The Contractor acknowledges that all reports and other required documentation shall be submitted to the Summit County Sheriff's Office and that the directions for implementation of the defined activity shall be approved by this authority.

III. PERIOD OF PERFORMANCE

This agreement shall be binding and effective as of the date of this agreement through September 30, 2019. Funding of this agreement is dependant upon the availability of federal funding as appropriated and obligated by the U.S. Congress to the U.S. Department of Transportation for FFY 2019. Should any changes in federal funding adversely affect the OTSO/Summit County Sheriff's Office reserves the right to revise or terminate any previously approved agreement in writing.

IV. REPORTS

The Contractor shall submit complete and proper documentation as follows:

1. The Summit County OVI Task Force, Actual Cost Reimbursement Claim Form (GR- 11)
2. The Summit County OVI Task Force, Report of Direct Labor Form (GR- 12)
3. OTSO Law Enforcement Activity Report / Step Program Form (GR-24A)
4. OTSO Law Enforcement Activity Report / Monthly Summary Narrative form (GR-24B)
5. GI-ISO Law Enforcement Activity Report / DUI Checkpoint Activity Form (GR-24C)

V. REIMBURSEMENT

This agreement shall operate on an "actual cost" reimbursement basis. The cost must be incurred by the Contractor. Upon submission of all completed and proper reports as indicated in section IV, the Contractor shall be reimbursed for the actual overtime alcohol-related enforcement activity dedicated to the Summit County OVI Task Force initiatives and as approved by the Summit County Sheriff's Office.

VI. SPECIAL PROVISIONS

It is hereby agreed that the Summit County Sheriff's Office and the Contractor shall abide by the following OTSO Provisions.

Note: In these provisions, hereinafter, the "grantee" refers to the OTSO and "sub-grantee" refers to Summit County Sheriff's Office.

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 of 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 full right to annul this 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 and 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 establishes 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 of 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 disclosure is 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 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 entitled "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 specification.

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 provisions of this agreement include all the terms and conditions and assurances of the sub-grantee, and are 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 DISCLAIMERS

With this agreement, the sub-grantee and contractor disclaims the Ohio Traffic Safety Office, The Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from liability for workman's compensation, FICA, unemployment compensation, "wages or materials liens," or other payment of any employer/employee relationship.

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 the 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.


VII. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving the other party fourteen (14) days notice of its election to do so with a written notice of cancellation to follow.

This agreement is hereby executed this 22nd day of October, 2018

Summit County OVI Task Force Member

Summit County Sheriff

By: 
(authorizing official)

By:

Title: Chief of Police

Title:

Date: 10-22-2018

Date: