

**RESOLUTION NO. 49-2017**

**INTRODUCED BY: MAYOR ANN MARIE DONEGAN**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND TO PROVIDE FOR LOCAL POLICE TARGETED TRAFFIC ENFORCEMENT ACTIVITY FOR A ONE YEAR PERIOD, EFFECTIVE OCTOBER 1, 2017 AND RETROACTIVE THERETO, AND DECLARING AN EMERGENCY**

**WHEREAS**, University Hospitals of Cleveland has received an OVI Task Force Grant from the Ohio Department of Public Safety; and

**WHEREAS**, University Hospitals of Cleveland desires to engage the City of Olmsted Falls to provide targeted enforcement activity for a one year period in exchange for reimbursement of the City's costs. Now therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OLMSTED FALLS, CUYAHOGA COUNTY, STATE OF OHIO, THAT:**

**SECTION 1.** The Mayor is hereby authorized and directed to enter into a contract with University Hospitals of Cleveland, effective October 1, 2017 and retroactive thereto, to provide targeted enforcement activity for a one year period, a copy of said contract being attached hereto and marked "Exhibit A", and incorporated herein as if fully rewritten.

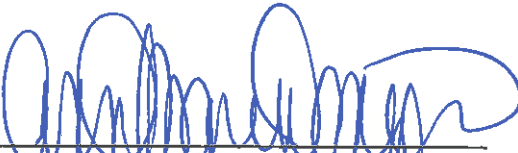
**SECTION 2.** The total amount to be reimbursed by University Hospitals of Cleveland for such activity shall be in an amount not to exceed \$5,000.05.

**SECTION 3.** This Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

**SECTION 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of Olmsted Falls for the reason that the subject contract is to be effective as of October 1, 2017. It shall therefore take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

PASSED: October 24, 2017

  
Linda Garrity, Council President

APPROVED:   
*Ann Marie Donegan, Mayor*

10.25.17  
Date


APPROVED AS TO FORM:   
*Gregory M. Sponseller, Director of Law*

ATTEST:   
*Angela Mancini, Clerk of Council*


First Reading: October 24, 2017

Second Reading: suspended

Third Reading: suspended

**POSTING CERTIFICATE OF OLMSTED FALLS**  
Angi Mancini, Clerk of Council of the City of Olmsted Falls, hereby certify that Res/Ord 49-2017 was duly posted on the 20 day of Oct, 2017 and will remain so posted for a period of 15 days after its effective date as required by the Charter of the City  
 Clerk of Council

	Yea	Nay
Garrity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Haviland	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sculac	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gorski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stibich	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Duncan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pulice	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I, ANGI MANCINI, CLERK OF COUNCIL OF OLMSTED FALLS, COUNTY OF CUYAHOGA, STATE OF OHIO, DO HEREBY CERTIFY THAT THE FOREGOING ORD. OR RESOL. NO. 49 WAS DULY AND REGULARLY ADOPTED BY THIS COUNCIL AT A MEETING HELD ON October 24, 2017  
 CLERK

**CONTRACT  
UNIVERSITY HOSPITALS OF CLEVELAND**

**SERVICES AGREEMENT**

THIS AGREEMENT, entered into as of this 1st Day of October 2017, by and between: UNIVERSITY HOSPITALS OF CLEVELAND, Cleveland, Ohio (hereinafter referred to as the 'UHC') and the city of Olmsted Falls and its Police Department (hereinafter referred to as the 'subgrantee'), WITNESSETH:

WHEREAS, the UHC has received the Cuyahoga County OVI Task Force grant OVI-2018-University Hospitals Clev-00010 from the Ohio Department of Public Safety (ODPS) and is desirous of engaging the contract agency 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 done at approved problem sites in accordance with all applicable laws and grant terms. Targeted enforcement will be conducted in support of the Cuyahoga County OVI Task Force project goals, which are to decrease the incidence of OVI violations, decrease crashes where alcohol is a contributing factor, increase enforcement of OVI laws, enforce Ohio's occupant protection laws at sobriety checkpoints and saturation patrols with a zero-tolerance policy for non-compliance, participate in state and national mobilizations, use the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Cuyahoga County and decrease incidence in Cuyahoga County of the following: fatal crashes, alcohol-related fatal crashes, alcohol-related motorcycle crashes. In addition:

- a.) **Law Enforcement Reports:** In months that the subgrantee conducts grant-related activity, the subgrantee will report traffic enforcement activity on the Cuyahoga County OVI Task Force Report Form and/or OVI Checkpoint Activity Form and financial claim information on the Invoice Form. Monthly activity reports shall be submitted to the UHC by the 10th day of the following month. Reports must be submitted electronically (no paper forms) via e-mail. Reporting must be submitted electronically using the forms provided by the UHC via email or flash drive (subgrantee preference) to the subgrantee representative(s). Justification for sites selected for enforcement activity should be documented and maintained as a part of the subgrantee's file for this Agreement.
- b.) **Training Certification:** The subgrantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following types(s) of training, as appropriate:
  - Speed-related Traffic Enforcement -- Proper Use of Speed Detection Equipment Training
  - Sobriety Checkpoints/Alcohol-related Traffic Enforcement --SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging low manpower OVI checkpoints and saturation patrols.
- c.) **Enforcement Hours Eligibility:** Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status workweek as defined in the subgrantee's work rules or contracts. 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:** Subgrantee must have a policy statement requiring employees to wear safety belts. All personnel working under this contract must wear safety belts. Subgrantee must agree to conduct zero-tolerance enforcement of Ohio's occupant restraint laws.
- e.) **Enforcing Safety Belt Laws:** Subgrantee will enforce all safety belt and child passenger safety (CPS) laws on all traffic stops made under this grant.
- f.) **Pursuit Policy:** Subgrantee must have a policy statement regarding the guidelines for making decisions with regard to vehicular pursuit in accordance with NHTSA and IACP recommendations.
- g.) **Fatal Crash Data Review Committee:** Subgrantee must provide crash reports in which there was a fatality to the UHC

within 30 days of a fatal crash. Subgrantee must agree to participate in the Fatal Crash Review Committee to review fatal crash reports to determine patterns or trends that can aid in developing future traffic safety countermeasures.

- h.) Required activity: All agencies receiving federal funding for overtime enforcement are required to participate in and report by the required deadlines on the "Click It or Ticket" (CIOT) mobilization and the Labor Day Alcohol mobilization. Scheduled dates for the mobilizations are: CIOT – May 21—June 3, 2018. Alcohol mobilization -- August 17 – September 3, 2018. These dates are subject to change according to Federal requirements.

## II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed **\$5,000.05** for all services performed under this Agreement. To be eligible for reimbursement, subgrantee will complete and submit an invoice detailing name and rank of officer working the overtime activity, date, time and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Subgrantee will provide a detail of citations issued and arrests made during overtime activity using a form provided by the UHC. Reimbursement will only be made for actual costs incurred in support of the project. Reimbursement will not be made for activity that is considered **supplanting**, including: (a.) replacing routine and/or existing expenditures with the use of Federal grant funds and/or (b.) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the subgrantee. All payments under this Agreement shall be subject to recovery by the ODPS or other Federal or state governmental agencies in the event not deemed not to comply with any applicable requirements.

This agreement is to be funded under the federal grant program that begins October 1, 2017. Funding of this Agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation and the Ohio Department of Public Safety for FFY2018. Should any change in federal or State of Ohio funding adversely affect the UHC's ability to implement an approved agreement, the UHC reserves the right to revise or terminate any approved contract in writing without liability. For additional information regarding the termination of an approved FFY2018 agreement, refer to section VIII of this Agreement.

The UHC reserves the right to limit agreement amounts at any time based on performance and/or available funding.

## III. DELIVERY OF SERVICES

The subgrantee will complete all work no later than September 30, 2018.

Performance reports will be required on a monthly as-worked basis. Performance reports shall include brief information on (1) detailed cost/billing information completed on the *Invoice Form*; (2) *Cuyahoga County OVI Task Force Report Form* and/or the *OVI Checkpoint Activity Form*.

The Subgrantee may not secure a patent or copyright in the United States or any other country for any product resulting from this Agreement.

## IV. SUBCONTRACTORS

The subgrantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on this project without prior approval from the UHC.

The Subgrantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Subgrantee 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

Subgrantee shall maintain all records pertaining to this contract for a minimum of three (3) years and 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 (3) years after the completion of this contract.

Subgrantee 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. Certification of Insurance will be provided to the UHC before the start of this contract.

#### **VI. ASSURANCE REGARDING PARENT CONTRACT**

The provisions of this agreement include all of the conditions and assurances of the parent agreement 0VI-2018-University Hospitals Clev-00010 dated October 1, 2017 between the Ohio Department of Public Safety and the UHC and the additional subgrantee provisions which are attached hereto as an appendix, and compliance with all applicable laws, all of which are incorporated as if fully set forth herein.

#### **VII. SANCTIONS FOR NON-COMPLIANCE**

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

If a dispute over the terms of this Agreement arises, such dispute shall be resolved in the manner set out by the policies of the Ohio Department of Public Safety.

#### **VIII. TERMINATION**

Either party may terminate **FOR CAUSE** with 30 days prior written notice. Subgrantee understands the nature of work to be conducted under this Agreement and, in view of the time restrictions imposed by the Ohio Department of Public Safety; the work must be completed in a timely manner. Therefore, Subgrantee agrees that if it is the terminating party, it shall provide all necessary information, at no additional cost, to the subsequent party fulfilling the duties set forth in this agreement.

Should this Agreement be terminated with cause by the UHC, said UHC will be financially obligated only for those services rendered prior to the termination of this Agreement. In the event this Agreement is terminated due to lack of governmental funding, UHC shall have no liability of any kind to subgrantee.

#### **XI. DISCLAIMER**

This agreement disclaims the Ohio Traffic Safety Office, Ohio Department of Public Safety, UHC, and University Hospitals Health System, and their affiliates, officers, directors and employees (Collectively "UHHS") and the Federal government from liability of any kind, including, but not limited to, Workers' Compensation, FICA, unemployment compensation, or any other obligation or payment of an employer/employee relationship between the Subgrantee and its employees.

This Agreement disclaims the Ohio Traffic Safety Office, the Ohio Department of Public Safety, the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration), and UHHS from harm from suits, actions or claims resulting from negligence, acts or omissions by the Subgrantee.

#### **X. ADDITIONAL TERMS**

Subgrantee shall comply with all federal, state, county, township and local government statutes, laws, regulations, ordinances and resolutions.

During the term of this agreement, the Subgrantee for itself, its assignees, and successors in interest, agrees to comply with the following regulations including any amendments thereto and all other applicable requirements as if fully set forth herein:

- A. Nondiscrimination requirements in federally assisted programs of the U.S. Department of Transportation, Title 49 Code of Federal Regulations.
- B. Minority Business Enterprise and Women's Business Enterprise subcontracting requirements as set forth by Title 49, Code of Federal Regulations.
- C. Rehabilitation Act of 1973 and Title VII of 49 Code of Federal Regulations.
- D. Equal Opportunity requirements set forth by Title 41 Code of Federal Regulations and Executive Order 11246.

- E. Labor Relations requirements set forth in sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).
- F. Energy Policy requirements contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

All reports shall include the following statement:

“Funding provided in part or solely by the: National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety, and Ohio Traffic Safety Office.”

Studies and evaluations should 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.”

Subgrantee represents and warrants, that its best knowledge and belief, no part of any consideration paid under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct. Subgrantee represents and warrants that Subgrantee and its agents shall comply at all times with all laws applicable to the conduct of the Study (including but not limited to all FDA, Stark, Anti-Kickback and other laws and regulations) and are not and shall not be debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal or state healthcare program or Federal procurement or nonprocurement program (collectively “Ineligible”). Subgrantee shall immediately notify UHC if Subgrantee becomes Ineligible, in which event UHC may immediately terminate this Agreement. In the event any agent becomes Ineligible, Subgrantee agrees to immediately remove such party from participation in any responsibilities related to this Agreement.

**XI. SIGNATURES**

\_\_\_\_\_  
Signature

Daniel I. Simon, M.D.

President

UHCMC

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_



## **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 all 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) 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 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 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, 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 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.

## **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."



**Olmsted Falls**  
**Workplan**  
**OVI Task Force Grant**  
**FFY18**



**Grant Start:** October 1, 2017  
**Grant End:** September 30, 2018

<b>Average OI Rate</b>	<b>\$42.65</b>
<b>Fringe Rate</b>	<b>19.55%</b>
<b>Fringe Cost</b>	<b>\$8.34</b>
<b>Total Cost/Hour</b>	<b>\$50.99</b>

<b>Average Checkpoint</b>	<b>\$2,500.00</b>
<b>Warm Month Saturation Budget</b>	<b>\$243.06</b>
<b>Cold Month Saturation Budget</b>	<b>\$104.17</b>

Budgeted Amounts		
Saturation	Month	Checkpoints
\$243.06	October	\$0.00
\$243.06	November	\$0.00
\$104.17	December	\$0.00
\$104.17	January	\$0.00
\$243.06	February	\$0.00
\$243.06	March	\$2,500.00
\$243.06	April	\$0.00
\$243.06	May	\$0.00
\$243.06	June	\$0.00
\$243.06	July	\$0.00
\$243.06	August	\$0.00
\$243.06	September	\$0.00
<b>\$2,490.05</b>	<b>BUDGET</b>	<b>\$2,500.00</b>

Saturation Details					
Month	Dates Used	Budget	Costs	Invoice #	Check #
October		0.00	\$0.00		
November		0.00	\$0.00		
December		0.00	\$0.00		
January		0.00	\$0.00		
February		0.00	\$0.00		
March		0.00	\$0.00		
April		0.00	\$0.00		
May		0.00	\$0.00		
June		0.00	\$0.00		
July		0.00	\$0.00		
August		0.00	\$0.00		
September		0.00	\$0.00		
	<b>Used</b>	<b>0.00</b>	<b>\$0.00</b>		
	<b>Remaining</b>		<b>\$2,500.05</b>		

Checkpoint Details					
Month	Date Used	Budget	Costs	Invoice #	Check #
October		0.00	\$0.00		
November		0.00	\$0.00		
December		0.00	\$0.00		
January		0.00	\$0.00		
February		0.00	\$0.00		
March		0.00	\$0.00		
April		0.00	\$0.00		
May		0.00	\$0.00		
June		0.00	\$0.00		
July		0.00	\$0.00		
August		0.00	\$0.00		
September		0.00	\$0.00		
	<b>Used</b>	<b>0.00</b>	<b>\$0.00</b>		
	<b>Remaining</b>		<b>\$2,500.00</b>		

<b>FFY2018 Budget</b>	<b>\$5,000.05</b>
<b>Used</b>	<b>\$0.00</b>
<b>Remaining</b>	<b>\$5,000.05</b>