

North Canton City Council
Personnel and Safety Committee

Resolution No. 72 - 2014

A resolution authorizing the Mayor of the City of North Canton to enter into a Memorandum of Understanding (MOU) by and between the City of North Canton Police Department and the University of Akron Research Foundation to join and be a participating member of the Stark County OVI Task Force and declaring the same to be an emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:


- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a MOU by and between the City of North Canton Police Department and the University of Akron Research Foundation to join and be a participating member of the Stark County OVI Task Force.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely implementation of the OVI Contract and MOU between the parties and to help prevent accidents caused by OVI drivers; wherefore, this resolution shall take effect and be in force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 03 day of NOVEMBER 2014.


David Held, Mayor

Signed: 11/03, 2014

ATTEST:


Mary Beth Bailey, Clerk of Council

MEMORANDUM OF UNDERSTANDING
Between
The University of Akron Research Foundation
And
North Canton Street Department

I. INTRODUCTION

The Memorandum of Understanding (MOU) between The University of Akron Research Foundation (further known as the Lead Agency) and the North Canton Street Department (further known as the Participating Agency) sets forth the agreement of the parties with respect establishes the partnership, roles and responsibilities of the Parties.

II. PURPOSE

The University of Akron Research Foundation has received Ohio Traffic Safety Office (OTSO) County OVI Task Force grant from the Ohio Department of Public Safety (ODPS). The Parties enter into this MOU for the primary purpose of reducing OVI related crashes utilize where feasible the low manpower OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Stark 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 grant related enforcement activity on a monthly basis. Justification for sites selected for enforcement activity should be documented and 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/Alcohol-related Traffic Enforcement – Sobriety Checkpoint Training/SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

Revised 10/12/2011

- 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 staff are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- 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 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 10, 2014, through December 31, 2014, and August 19, 2015, through September 7, 2015.
- 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.

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 Agreement are met.
- b. Coordinate and maintain organization to meet the needs of the OVI Task Force ODPS/OTSO Agreement.

IV. PERIOD OF AGREEMENT

This MOU will become effective when signed by all parties. The MOU will terminate on September 30, 2015. 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

Wayne Watkins,
Vice President & Secretary
The University of Akron Research
Foundation

Date

Signature

[Agency Designee]
North Canton Street Department

Date