

RESOLUTION NO.: R-2014-085

Authorizing the City Manager and Chief of Police to execute an Agreement between LRADAC, The Behavioral health Center of the Midlands and the City of Columbia and City of Columbia Police Department

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 16th day of September, 2014, that the City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Agreement, or on a form to be approved by the City Attorney, between the LRADAC, The Behavioral health Center of the Midlands and the City of Columbia and City of Columbia Police Department.

Requested by:

Chief of Police _____



Mayor

Approved by:



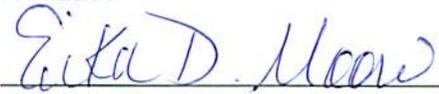
City Manager

Approved as to form:



City Attorney

ATTEST:



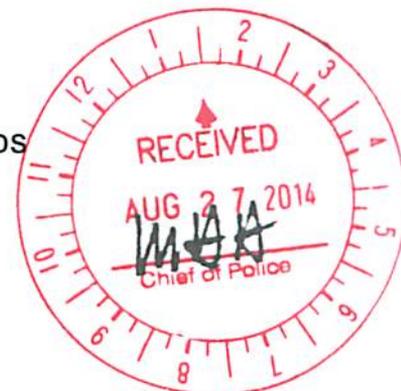
City Clerk

Introduced: 9/16/2014

Final Reading: 9/16/2014

AGREEMENT
between
LRADAC, THE BEHAVIORAL HEALTH CENTER OF THE MIDLANDS
PO BOX 50597
COLUMBIA, SC 29250

And
City of Columbia
1 Justice Square
Columbia, SC 29201



This agreement by and between LRADAC, The Behavioral Health Center of the Midlands hereinafter referred to as "LRADAC" and City of Columbia, hereinafter referred to as the "Solicited Party".

The term of this agreement will commence on July 1, 2014. It will remain in full force and effect until June 30, 2015 unless terminated by either party in accordance with provisions, hereinafter stated in Section 12.

At the request of the President and CEO or his Designees, the Solicited Party shall agree to the following deliverables for grant number LRC-AET-15, which supports the Enforcing Underage Drinking Laws project, the Multi-Jurisdictional Alcohol Enforcement Team (AET):

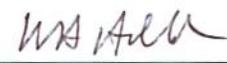
The parties mutually agree as follows:

1. LRADAC shall compensate the Solicited Party as follows:
The Solicited Party shall be paid the sum of \$4,123.00 for services provided. Upon completion of services provided a percentage of the total amount will be issued to the Solicited Party at the end of the fiscal year provided all necessary paperwork has been received. Payment as described above shall be issued on the last day of the fiscal year. In order for the payment to be issued detailed invoices (Attachment B) must be provided to the program coordinator and Finance Department by June 30, 2015. LRADAC's AET Coordinator will approve the completion of all required documentation and clear the payment to LRADAC's finance department. All services provided under this agreement shall be performed by the individual assigned Solicited Party and no services shall be sub-contracted without the prior written approval of the Vice President for Community Services of LRADAC.
2. All services provided under this agreement shall be performed by the Solicited Party and no services shall be sub-contracted without the prior written approval of the President and CEO of LRADAC.
3. Any changes to this agreement must be mutually agreed upon by LRADAC and the Solicited Party and shall be incorporated in written amendments to this agreement.
4. The Solicited Party shall fully participate in the management information and client data reporting system in operation at LRADAC during the term of this agreement, including but not limited to case file documentation, computer data input, surveys and service evaluations, and/or other required reports.
5. In no event shall LRADAC's liability for loss or damage arising out of any breach of this agreement or obligation hereunder exceed the stipulated amount of compensation due to the Solicited Party under the terms and conditions of this agreement.
6. In no event shall the LRADAC be liable for loss of profits, indirect, special, or consequential damages arising out of any breach of this agreement or obligation under this agreement.
7. No action arising out of any claimed breach of this agreement or transactions under this agreement may be brought by either party more than two (2) years after the cause of action had accrued.

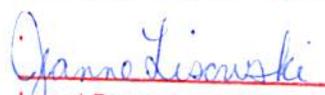
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8. The Solicited Party shall be responsible for the maintenance and cost of Solicited Party liability insurance (general tort and medical professional liability), payroll taxes, surety bonds, as well as all forms of supplemental benefits which include but are not limited to worker's compensation insurance, unemployment compensation insurance, and health and life insurance.
 9. In no event shall the Solicited Party be construed as an employee of LRADAC in any manner whatsoever.
 10. Any notices or communications permitted under this agreement shall be in writing and shall be deemed to have been given when mailed by the U.S. Postal Service, postage prepaid, to the other party, at the address stated hereinabove. A change in address of either party may be made in the same manner as for the giving of any other notice.
 11. This agreement will remain in effect until cancelled, with or without cause, by either party with thirty (30) days written notice.
 12. All deliverables as defined in Attachment A must be satisfied.
 13. Solicited Party agrees that all statements, reports, and claims, financial and otherwise, shall be certified as true, accurate, and complete, and Solicited Party shall not submit for payment purposes those claims, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this agreement, and LRADAC policies.
 14. All pertinent information including financial records and supporting documents shall be retained for a minimum of three years after the final reimbursement request. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim or audit is resolved. LRADAC reserves the right to perform on-site reviews of all programmatic and financial documentation.
 15. Any LRADAC reports, information, data, etc., given to, prepared by, or assembled by Solicited Party under this agreement that LRADAC represents as confidential shall not be made available to any individual or organization by Solicited Party without the prior written approval of LRADAC or a court order.
 16. HIPAA and 42 C.F.R., Part 2:
 - a. Solicited Party agrees that to the extent that some or all of the activities within the scope of this contract are subject to the **Health Insurance Portability and Accountability Act (HIPAA)** of 1996, P.L. 104-91, as amended or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as LRADAC may require to ensure compliance.
 - b. Solicited party agrees that to the extent that some or all of the activities within the scope of this contract are subject to the provisions of 42 CFR, Part 2 (pertaining to the confidentiality of alcohol and drug client treatment records), the Solicited Party will comply with the requirements of 42 C.F.R., Part 2 and will execute such agreements and practices as LRADAC may require to ensure compliance.
 - c. All employees and associated staff of Solicited Party are responsible for ensuring and maintaining the confidentiality, privacy, and security of all protected health information (electronic, written, verbal, or in any other format) that is provided or made available to any employee or staff or that is obtained, handled, learned, heard, or viewed in the course of work or association with the Solicited Party.
 - d. Confirmed violations of client confidentiality, privacy, or information security provisions of HIPAA or 42 CFR, Part 2 may result in immediate or 30-day termination of this contract.
 - e. In addition, an entity which violates the confidentiality, privacy, or security requirements of the applicable federal and state regulations or laws may be required to pay civil or criminal fines.
 - f. Also, an individual who violates the confidentiality, privacy, or security requirements of the applicable federal and state regulations or laws may be required to pay civil or criminal fines (or may be imprisoned).

17. If at any time during the term of this agreement, Solicited Party becomes aware of or has reason to believe by whatever means that, under this or any other program administered by LRADAC, a recipient of or applicant for services, an employee of Solicited Party, LRADAC, and/or other sub-solicited Party or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this agreement or any other agreement, such information
18. The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this agreement may be reduced or terminated immediately if such funding ceases to be available. LRADAC will determine the availability of such funds and notify Solicited Party in writing if this agreement must be terminated under this provision.
19. This agreement constitutes the entire agreement between the parties. There are no other agreements or understandings regarding this agreement, expressed or implied, between the parties.

Approved for LRADAC:	Approved for Solicited Party:
Name: Gayle Aycock Title: President & CEO <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 10/8/14 Date </div> </div>	Name: Teresa Wilson Title: City Manager <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 9/19/14 Date </div> </div>
Witness:  Date: 10/8/2014	Witness:  Date: 9/19/14

Approved for Solicited Party:
Name: W.H. Holbrook Title: Chief of Police <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 08-27-14 Date </div> </div>
Witness:  Date: 8/27/14

APPROVED AS TO FORM

 9/8/14
 Legal Department City of Columbia, SC

Attachment A

FY15 Alcohol Enforcement Team Deliverables

- Provide a pool of four to ten officers to work as a Single Law Enforcement Agency and/or a member of the Multi-jurisdictional Alcohol Enforcement Team;
- Provide a Key Officer who will supervise/schedule operations, ensure that all paperwork is completed and turned in to LRADAC, and act as a liaison between your agency and LRADAC. Additionally, the key officer will:
 - Attend monthly operational planning meeting as scheduled by LRADAC to determine appropriate operations and schedule for the following month;
 - Complete and provide LRADAC a monthly schedule of planned operations prior to the beginning of the scheduled month;
 - Provide a completed Key Officer Report and any other paperwork as assigned by LRADAC by the 2nd business day following the Key Officer's AET shift;
- The team will either function as a single unit or a Multi-jurisdictional unit comprised of at least one officer from the participating agencies;
- The team will:
 - **On a monthly basis** conduct casual contacts, compliance checks (for both alcohol and tobacco), controlled party dispersals, bar checks and other strategies as determined by the Key Officers, LRADAC and finalized by the AET Coordinator;

Alcohol / Tobacco Compliance Checks: 75 Alcohol Compliance Checks/ 25 Tobacco Compliance Checks completed annually

- Alcohol compliance checks will be conducted on an individual agency basis with each being documented on the LRADAC approved form.
- Tobacco compliance checks will also be included in conjunction with the alcohol compliance checks with each being documented on the LRADAC approved form.
- Alcohol and Tobacco compliance checks will be scheduled in conjunction with the AET Coordinator.
- The Law Enforcement Agency will designate a lead officer to work in conjunction with the AET Coordinator to conduct the compliance checks and ensure reports are correct.
- The Key Officer will recruit age appropriate youth and LRADAC will provide a \$25.00 gift card to those participating youth. LRADAC will equip each agency with gift cards for the year. Requirements for age appropriate youth are as follows:
 - 15-17 years of age for Tobacco Compliance Checks
 - 16-19 years of age for Alcohol Compliance Checks
 - Photocopy of Valid Driver's License
 - Photocopy of Buy Money
 - Photograph of youth on day of operation
 - Written Statement from youth if a violation is made

- During alcohol compliance check outings, the officer(s) may be asked by the AET Coordinator to complete a compliance check at an establishment that is receiving complaints.
- The AET Coordinator will provide the state approved PREP training to those merchants found in violation.

Underage Party Patrols/Dispersals: 10 Party Patrols completed annually

- Individual agencies or the team will proactively respond to potential party locations based on intelligence to make contact with parents/property owners of the impending event and follow-up enforcement.

Fake ID/ Bar Checks: 10 Bar Checks completed annually

- Bar Checks will be conducted on an individual agency basis with each being documented on the LRADAC approved form.

Casual Contacts: 10 Casual Contacts completed annually

- Casual Contacts will be conducted on an individual agency basis with each being documented on the LRADAC approved form.
- Casual Contacts will be scheduled in conjunction with the AET Coordinator surrounding a youth focused event which may include, but is not limited to Prom, Graduation, Sporting Events, Spring Break, and/or Holidays.

Public Safety Checkpoints:

- As a team effort, the team may conduct traffic checkpoints in conjunction with planned operations by the Law Enforcement Network and AET Coordinator;
- Public safety checkpoint operations will be scheduled in conjunction with the AET Coordinator surrounding a youth focused event which may include, but is not limited to Prom, Graduation, Sporting Events, Spring Break, and/or Holidays.
- As a team effort, public safety checkpoints will require cooperative arrangements with other law enforcement agencies. Therefore, the contractee will be considered the lead coordinating agency and as such, will be responsible for organizing and directing that team.
- As a team effort, the team will visit local high schools as scheduled;
- As a team effort, the team will conduct operations during high-risk periods of the year which include but are not limited to: Prom, Graduation, July 4th, beginning of school and New Years Eve;
- Participate in Community Coalitions and assist with other community events to speak about the Alcohol Enforcement Team.

All participating officers will attend alcohol enforcement training prior to participating in AET operations

Attachment B

**Judicial Circuit Law Enforcement Summary of Services
Alcohol Enforcement Teams**

Judicial Circuit: _____

Law Enforcement Agency: _____

Month/Year: _____

Date	AET Activity (see legend)*	Number of Services Provided	Total Payment (AET Coordinator will complete)
		Total:	Total:

- AET Activity**
- 1 Alcohol Compliance Checks
 - 2 Public Safety Checkpoints
 - 3 Controlled Party Dispersals
 - 4 Shoulder Taps
 - 5 Saturation Patrols
 - 6 Casual Contacts
 - 7 Other

“I certify that all expenditures reported and payments requested are for appropriate purposes and are in accordance with the agreements set forth in the FY2015 Judicial Circuit AET Implementation Plan and Application Package.”

Signature of Official

Title