



CITY OF DUBLIN.

**Office of the City Manager**

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# Memo

**To:** Members of Dublin City Council

**From:** Marsha I. Grigsby, City Manager *mg*

**Date:** January 22, 2015

**Initiated By:** Chief Heinz von Eckartsberg  
Sgt. Rodney Barnes

**Re: Resolution 14-15 - DUI Task Force Participation**

## Summary

The Franklin County Sheriff's Office has received grant fund approval from the Ohio Department of Public Safety to continue to operate a DUI Task Force in 2015. The goals of the grant are to reduce OVI offenses, reduce fatal crashes and increase seatbelt usage in Franklin County. These goals are in line with the Police Division's goal to reduce traffic crashes in the City of Dublin.

The partnership with the Franklin County DUI Task Force has been a very successful endeavor in previous years, which provides:

- Reimbursement funds for City resources used during major holidays for increased staffing (i.e. St. Patrick's Day, Memorial Day and Labor Day weekends)
- Significant resources to conduct OVI enforcement in and around the City of Dublin
- Educational information and public service announcements in the community regarding traffic safety.

In addition, this agreement continues the City's partnership with Franklin County Safe Communities, which is the umbrella organization for the DUI Task Force and the Central Ohio Safe Ride program.

## Recommendation

Staff recommends approval of Resolution 14-15, authorizing the City Manager to enter into an agreement with the Franklin County Sheriff's Office to participate in the 2015 DUI Task Force.

RECORD OF RESOLUTIONS

Resolution No. 14-15 Passed 20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FRANKLIN COUNTY SHERIFF'S OFFICE TO PARTICIPATE IN THE 2015 FRANKLIN COUNTY DUI TASK FORCE

WHEREAS, the Franklin County Sherriff's Office has received a DUI Task Force Grant from the Ohio Department of Public Safety; and

WHEREAS, this grant provides funds for targeted enforcement activity to decrease DUI violations; and

WHEREAS, jurisdictions that participate in the DUI Task Force may be eligible for compensation based upon the direct costs of the activities in furtherance of the goals of the Task Force; and

WHEREAS, the City of Dublin has previously participated in the DUI Task Force; and

WHEREAS, the Division of Police believes that the continued participation in the DUI Task Force is beneficial for the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, \_\_\_\_ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute the agreement with the Franklin County Sheriff's Office attached as Exhibit "A."

Section 2. This resolution is effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council

**DUI TASK FORCE CONTRACT**  
**FFY 2015**

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of JANUARY, 2015 by and between: **FRANKLIN COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the "Lead Agency") and **CITY OF DUBLIN, DIVISION OF POLICE** (hereinafter referred to as the "sub-grantee"),  
WITNESSETH:

WHEREAS, the Lead Agency has received a Franklin County DUI Task Force grant from the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) 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 performed at approved problem sites determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Franklin County DUI Task Force goals, which are to decrease the incidence of DUI violations,

1. Decrease the number of alcohol-related fatal traffic crashes in Franklin County to no more than 14 crashes in FFY 2015.

Use the low manpower sobriety checkpoint model to conduct low-cost, highly effective sobriety checkpoints throughout Franklin County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities.

In addition:

- A. Law Enforcement Reports: The sub-grantee will report enforcement activity on forms approved by the Franklin County DUI Task Force. Activity Reports will be submitted to the Lead Agency no later than five (5) days after the completion of an enforcement activity. 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 sub-grantee will assure that all enforcement personnel involved in Franklin County DUI Task Force enforcement-related activity will be certified in the Standard Field Sobriety Testing (SFST) Training.

- 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. Officers will be paid at one and one half (1 ½) their normal hourly rate, regardless of days off or holiday. Part time personnel will be paid at their normal rate of pay.
- D. Safety Belt Policy: Sub-grantee 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 National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in both the "*Click it or Ticket*" and the "*Drive Sober or Get Pulled Over*" mobilizations. Agencies will be required to report their activity to the Ohio Department of Public Safety, Ohio Traffic Safety Office by the required deadlines. Dates of the mobilizations will be announced later.

## II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed \$20,000.00. The contracting parties may revise this amount in writing.

To be eligible for reimbursement, sub-grantee will complete and submit a progress report by the 10<sup>th</sup> calendar day of the following end of each quarter to the Lead Agency. The sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity date and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the DUI Task Force activities.

## III. FRINGE RATE

The sub-grantee will provide a fringe rate (in a percentage form) for their agency that includes: Retirement, Workers Comp and Medicare. This percentage will remain the same throughout the life of the contract. **The sub-grantee's reported fringe rate for the contract period through September 30, 2015 is 21.23%.**

## IV. DELIVERY OF SERVICES

The sub-grantee will complete all work between October 1, 2014 and no later than September 30, 2015.

**V. SUBCONTRACTORS**

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the DUI Task Force without prior approval from the Lead Agency.

The sub-grantee warrants that is has not employed or retained any company or person other than a bona fide employee working solely for the sub-grantee 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.

**VI. MAINTENANCE OF RECORDS**

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three years, 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 or the Lead Agency 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 years after the completion of this contact.

Sub-grantee 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 Lead Agency before the start of this contract.

**VII. ASSURANCE REGARDING PARENT CONTRACT**

The provisions of the agreement include all of the conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the Lead Agency and the additional sub-grantee provisions both of which are attached hereto as an appendix.

**VIII. SANCTIONS FOR NON-COMPLIANCE**

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

"The opinion, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the State of Ohio, the National Highway Traffic Safety Administration, the Federal Highway Administration, or the Lead Agency."

**IX. SIGNATURES**

**Approved as to form:  
Ron O'Brien, Franklin County Prosecutor**

\_\_\_\_\_  
Assistant Prosecuting Attorney

**Franklin County Sheriff:**

\_\_\_\_\_  
Zach Scott, Sheriff

**For the BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Don L. Brown, County Administrator

**CITY / TOWNSHIP / VILLAGE, COUNCIL / BOARD,  
OR DESIGNATED CONTRACT SIGNATURE AUTHORITY:**

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Signature

The following are Provisions that shall be used by the sub-grantee (lead agency) when entering into an agreement contract when funds administered by the Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contactor 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) 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 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 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 "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 Ohio Department of Public Safety 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 Negligence Disclaimer**

To the extent permitted by law, the sub-grantee and contractor shall save the Ohio Traffic Safety Office, Ohio Department of Public Safety, and the Federal Government (e.g. National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the sub-grantee and/or contractor or their employees.

**PROVISION 11 Liability Disclaimer**

The parties agree that the Ohio Department of Public Safety, Ohio Traffic Safety Office 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 12 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."