

RESOLUTION 2015-44

A RESOLUTION AUTHORIZING THE MAYOR, FISCAL OFFICER, AND POLICE CHIEF TO ENTER INTO AN AGREEMENT SUPPORTING THE FRANKLIN COUNTY SHERIFF'S OFFICE IN ITS DUI TASK FORCE GOALS BY ALLOWING THE MINERVA PARK POLICE OFFICERS TO PARTICIPATE IN DUI CHECK POINTS FOR DUI ENFORCEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the Village of Minerva Park desires to have the Minerva Park Police Department participate in the DUI Task Force Goals grant for the safety of Village residents outside Minerva Park boundaries; and

WHEREAS, this task force helps to lower the number of drug and alcohol related traffic crashes; and

WHEREAS, the Franklin County Sheriff's Office has received a DUI Task Force grant from the Ohio Department of Public Safety to reimburse the Village of Minerva Park for all time spent on the task force by Minerva Park Police Officers;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, OHIO, THAT:

Section 1. The Mayor, Fiscal Officer, and Police Chief of the Village of Minerva Park are hereby authorized to enter into an agreement, in a form substantially similar to the agreement attached hereto as Exhibit A and incorporated herein by reference, with the Franklin County Sheriff's Office for support by the Minerva Park Police Department in the DUI Task Force.

Section 2. It is hereby 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 any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

Section 3. All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

Section 4. Council declares this to be an emergency measure necessary for the health, safety and welfare of the residents of Minerva Park, such emergency arising out of the expiration on September 30, 2015 of the previous DUI Task Force Agreement and the desire to begin the new agreement as soon as possible. Wherefore, this Resolution shall take effect and shall be in force immediately upon passage by Council.

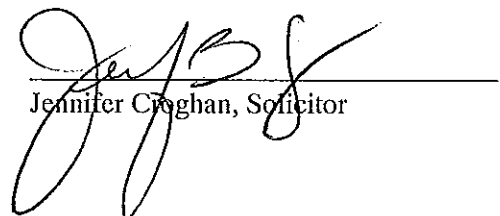

Lynn Eisentrout, Mayor

First Reading: October 12, 2015
Second Reading: October 26, 2015
Third Reading: Waived
Passed: October 26, 2015

ATTEST


Jeffrey Wilcheck, Fiscal Officer

APPROVED AS TO FORM


Jennifer Croghan, Solicitor

DUI TASK FORCE CONTRACT
FFY 2016

THIS AGREEMENT, entered into as of this 27 day of October, 2015 by and between: **FRANKLIN COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the "Lead Agency") and Village of Minerva Falls (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,

- i. Decrease the number of alcohol-related fatal traffic crashes in Franklin County to no more than 20 crashes in FFY 2016.

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

requires 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 10th 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 thought the life of the contact. The sub-grantee's reported fringe rate for the contract period through September 30, 2016 is 20.6 %.

IV. DELIVERY OF SERVICES

The sub-grantee will complete all work between October 1, 2015 and no later than September 30, 2016.

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

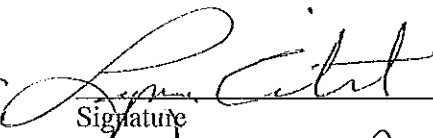
Franklin County Sheriff:


Zach Scott, Sheriff

For the BOARD OF COUNTY COMMISSIONERS:

Kenneth N. Wilson, County Administrator

Village of Minerva Park

Lynn Eisenbrot, Mayor 
Printed Name, Title Signature

Kimberly Nuesse, Police Chief 
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.”