

Dane County Contract Cover Sheet

RES 198
Significant

Dept./Division	Sheriff's Office -- Field Services Division
Vendor Name	WI DOT, Bureau of Transportation Safety
Vendor MUNIS #	3022
Brief Contract Title/Description	Approval of grant funding for participation in an Impaired Driver Enforcement Task Force for enforcement efforts for compliance of traffic laws.
Contract Term	10-1-2020 through 9-30-2021
Total Contract Amount	\$ 200,000

Contract # <small>Admin will assign</small>	14127
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	SHRFFLD	Obj Code	Personnel Services	Amount	\$ 100,000
Req #	Org Code	SHRFFLD	Obj Code	30253	Amount	\$ 100,000
Year	Org Code	SHRFFLD	Obj Code	80064	Amount	\$ 200,000

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	198
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	9/9/20		
	Controller			approvals from all departments via email
	Purchasing			attached herein
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Lillian Radivojevich	Name	David Pabst
Phone #	608.284.4801	Phone #	608.709.0099
Email	radivojevich@danesherriff.com	Email	wisconsin.gov
Address	PSB, 115 west Doty Street, Madison, WI, 53703	Address	4802 Sheboygan Ave, PO Box 7936, Madison, WI, 53707-7936

Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	Jeff E. Hook, Chief Deputy	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	9/11/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	9/10/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, September 10, 2020 4:08 PM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #14127
Attachments: 14127.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/10/2020 4:25 PM	Approve: 9/10/2020 4:25 PM
	Clow, Carolyn		Approve: 9/10/2020 4:09 PM
	Gault, David	Read: 9/10/2020 4:10 PM	Approve: 9/10/2020 4:11 PM
	Lowndes, Daniel		Approve: 9/10/2020 4:18 PM
	Stavn, Stephanie	Read: 9/10/2020 4:21 PM	

Contract #14127
Department: Sheriff's Department
Vendor: WI Department of Transportation
Contract Description: Accept Grant Funding for Impaired Driver Enforcement Task Force (Res 198)
Contract Term: 10/1/20 - 9/30/21
Contract Amount: \$200,000

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 362, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

2020 RES-198

**AUTHORIZING HIGHWAY SAFETY GRANT FUNDING FOR AN IMPAIRED DRIVER
ENFORCEMENT TASK FORCE**

The Department of Transportation, Bureau of Transportation Safety, State of Wisconsin, is making funds available for participation in an Impaired Driver Enforcement Task Force, Grant Number FG-2021-DANE CO-05477. Funding is available for targeted impaired driver enforcement efforts October 1, 2020 through September 30, 2021.

This enforcement campaign is a collaborative effort with the Dane County Sheriff's Office and the Madison Police Department, forming a Multi-Jurisdictional Traffic Safety Task Force that will focus on high visibility enforcement efforts to gain and maintain voluntary and continued compliance of traffic laws, thereby decreasing fatalities and serious injury caused by vehicle collisions.

Total grant award is \$200,000, Dane County Sheriff's Office will administer the grant, Madison Police Department will receive \$100,000, and the Dane County Sheriff's Office will receive \$100,000 for impaired driver enforcement efforts.

NOW, THEREFORE BE IT RESOLVED that the Sheriff's Office is hereby authorized to accept \$200,000 from the Department of Transportation, Bureau of Transportation Safety, for impaired driver enforcement task force efforts; and

BE IT FURTHER RESOLVED that \$200,000 is appropriated as additional revenue in the Sheriff's Office, Field Services, Impaired Driver Grant Revenue account (SHRFFLD 80064) and is credited to the General Fund: and

BE IT FURTHER RESOLVED that \$200,000 is transferred from the General Fund to the following accounts:

Overtime-Saturation/Blnkt Ptrl (SHRFFLD - 10053)	\$80,010
Retirement Fund (SHRFFLD - 10099)	\$10,790
Social Security (SHRFFLD - 10108)	\$6,120
Workers Compensation (SHRFFLD - 10189)	\$3,080
Alcohol Enforcement POS (SHRFFLD - 30253)	\$100,000
Total	\$200,000

BE IT FINALLY RESOLVED that all unexpended funds and unrecognized revenues from the above referenced account lines are carried forward from 2020 budget period to the 2021 budget period.

General Contract Terms General

This Grant Agreement ("Agreement"), entered into by and between the Bureau of Transportation Safety ("BOTS") and DANE County Sheriff's Office ("Grantee"), is executed pursuant to terms that follow.

1. **Purpose of this Agreement**

The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project ("Grant") undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

2. **Term**

Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the federal fiscal year during which the Grant is conducted.

3. **Implementation**

Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS.

Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the Wise-Grants System. Amended activity may not commence prior to BOTS approval.

Failure to perform planned activity may be considered grounds for termination of funding.

4. **Audit and Maintenance of Records**

Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-8507) and the Single Audit Requirements of 2 C.F.R. §200, Subpart F (A-133 Single Audit Requirements). If Grantee government subdivision is subject to a Single Audit, BOTS must be notified of the audit and subsequent results. If Grantee is subject to these requirements, it will verify that it is compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

5. **Monitoring by the State**

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

6. **Payment of Funds by the State**

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made.

BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified within the grant application. Personnel costs shall be reimbursed on the basis of actual hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described within the grant application. All expenses for which Grantee

General Contract Terms General

seeks reimbursement must be documented in the Project Activity Reports.

7. Equipment

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than one year, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing before initiating the acquisition of the equipment. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS in writing when equipment is no longer used for the purpose for which it was acquired. Grantee's procurement of property under a grant will follow the same policies and procedures used for procurement from its non-federal funds, provided their procurement procedures follow the requirements for procurement standards set forth in federal law in 2 C.F.R. §§200.318 general procurement standards through 200.326 contract provisions. Each grantee receiving traffic safety funds must maintain written property management standards that comply with the requirements for property standards set forth in federal law in 2 C.F.R. §§200.310 through 200.316. These requirements include, but are not limited to, the maintenance of accurate property records [2 C.F.R. §200.313(d)(1)]. Such records will include a description of the property; a serial number or other identification number; the source of funding for the property (including the FAIN, if applicable); indication of with whom title is vested; acquisition date; cost of the property; percentage (at the end of the budget year) of federal participation in the cost of the project for the federal award under which the property was acquired; location, use, and condition of the property; and ultimate disposition data including the date of disposal and the sale price of the property. Grantees will institute maintenance procedures adequate to keep the property in good condition.

8. Print and Audio Visual Materials

Grantee shall submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. Grantee shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials. Grantee may not copyright any portion of materials produced under this Agreement.

9. Program Income

Program income is gross income derived by Grantee from Grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

10. Additional Requirements Where Funds Are Expended on Law Enforcement

- A. Grantee agency certifies that it has a written departmental policy on biased-based policing, or that it will initiate development of one during the grant period.
- B. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of the IACP or a similar pursuit policy.
- C. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.
- D. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

11. General Costs of Government

The general costs of government (i.e. supplanting) are unallowable except as provided in 2 C.F.R. §200.474. [2 C.F.R. §200.444]. The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

12. Guidelines for Allowability of Costs

To be allowable under Federal awards, costs must meet the following general criteria [2 C.F.R. §225, Appendix A, C(1)]:

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- 1.Be necessary and reasonable for proper and efficient performance and administration of Federal awards .
- 2.Be allocable to Federal awards under the provisions of 2 CFR part 225.
- 3.Be authorized or not prohibited under State or local laws or regulations.
- 4.Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- 5.Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- 6.Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- 7.Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.
- 8.Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- 9.Be the net of all applicable credits.
- 10.Be adequately documented.

13. **Nondiscrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

- 1.To comply with all Federal nondiscrimination laws and regulations , as may be amended from time to time;
 - 2.Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
 - 3.To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - 4.That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

•**Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

•**The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

•**Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

•**Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

•**The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

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• **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

• **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

• **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

14. Political Activity (Hatch Act)

Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15. Lobbying Activities

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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16. Certification Regarding Debarment And Suspension

Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. Buy America Act

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The Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation .

18. Prohibition on using grant funds to check for helmet usage

The Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

19. Termination

This grant may be terminated upon BOTS' determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards .

20. Correspondence

All correspondence outside of Wise-Grants with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address:

Bureau of Transportation Safety
4822 Madison Yards Way, 9th Floor South
Madison, WI 53705

SIGNED:

 9-8-20 OCS
(Agency Head or Authorizing Official), (Date), (Agency Name)

(Director, Bureau of Transportation Safety), (Date)

Please attach signed contract to the "Supporting Documentation" page on the grant.



DANE COUNTY SHERIFF'S OFFICE and MADISON POLICE DEPARTMENT
IMPAIRED DRIVER - TASK FORCE OPERATIONAL PLAN

I. Purpose

1. It is the intent of this plan to specify and address the issues and procedures required to bring together a Multi-Jurisdictional Traffic Safety Task Force geared toward a High Visibility Enforcement (HVE) effort focused on decreasing crashes and obtaining voluntary compliance with traffic regulations. The task force agencies involved are:

Dane County Sheriff's Office (administrator)
Madison Police Department

2. This enforcement effort will be a direct result of a task force formed and comprised of sworn personnel from all jurisdictions listed at the end of this document as well as the Wisconsin State Patrol, as appropriate. Agencies work in concert to address the objectives below and within corresponding grant documents and then take enforcement action based on violations observed/detected as a result of contact with motorists.
3. In addition, partnerships are encouraged to collaborate with private and public sector partners interested in promoting traffic safety.
4. Operational Plan for FG-2021-DANE-CO-05477

II. Objectives

1. The objectives for this operational plan are to decrease the incidence of targeted driving violations, related crashes and to increase voluntary compliance with traffic regulations thereby decreasing fatalities and serious injury collisions by way of a proactive and highly visible enforcement effort.
2. Officers involved in the campaign will take a zero-tolerance on the following violations:
 - i. PRIMARY: Impaired Driving
 - ii. ADDITIONAL: Occupant Restraint, Speed, Inattentive Driving
3. The main objective is to gain and maintain voluntary and continued compliance with the targeted traffic laws thereby improving individual motor vehicle crash survivability rates and reduction of long term disabilities.

III. Concept of Operations

1. The concept of operation incorporates a High Visibility Enforcement (HVE) effort by utilizing a number of area state and local law enforcement agencies. Sworn personnel saturate pre-selected highway corridors / sections best determined to be advantageous in the detection of targeted violations.
2. Task Force Law Enforcement Departments may include any law enforcement agency located with jurisdictional responsibilities in the County(s). Each Department involved in the Task Force is responsible for deployment coverage of targeted locations within their jurisdiction. NOTE: This may include funded agencies as well as agencies not receiving grant funds.
3. The two primary issues that a minimum of two agencies, preferably all agencies, must share within the Task Force include:
 - i. Specific dates and times of deployments. Participating agencies agree to work on the same day (per agreed upon schedule established prior to start of first deployment) and at relatively the same time as outlined in Sub. IV.
 - ii. Specific pre-designated corridors.
4. It would therefore be the intent of this plan to deploy a number of sworn personnel from the Task Force departments, simultaneously with mobile squad units and required equipment from their host agencies supporting this collaborative effort.
5. The Task Force, when feasible or when able, is encouraged to utilize the Wisconsin State Patrol version of Mobile Architecture for Communications Handling (MACH).
6. It is envisioned that the duration of each campaign should be a minimum of four (4) hours in length and would include the following:
 - i. Pre-Deployment – at the beginning of the month, prior to any deployments consisting of advanced notice via PSAs, social media announcements, and other methods regarding deployment dates, times and general locations of targeted enforcement.
 - ii. Deployment.
 - iii. Post Deployment – including:
 - 1) At the end of the month, after all deployments consisting of sharing of results with all jurisdictions and media.
 - 2) Completion of all required paperwork and reports required for Reports and Reimbursement Funding at the end of each deployment by assigned personnel.
 - 3) Completion of Citations, Court Documentation, and Incidents Reports if required.
7. The dates and times of these HVE deployments are pre-determined and advertised to the public through the efforts of press releases and media contacts to make the public preemptively aware of these various enforcement deployments. As an intended consequence it would also be the hope of gaining the motoring public's voluntary compliance as well as raise individual awareness of the hazards and penalties surrounding their conscious non-compliance with traffic safety laws.
8. Agencies are strongly encouraged to use Community Maps to help plan and schedule deployments. Community Maps allows agencies to better understand where and when crashes have occurred on a historical basis and,

allows for, predictive analytics which will project where (based off of historical crash data) crashes may occur in the future.

IV. Location, Date, and Time of Deployments

Locations / Corridors:

- STH 30 – I94 (east of I39) – Aberg Ave
- USH 12 in its entirety
- USH 14 (west of USH 12) – University Ave – Campus Dr. – Johnson / Gorham
- USH 14 (east/south of USH 12) – Park St
- STH 113 in its entirety (including Northport Dr – Packers Ave – First St)
- USH 51 in its entirety
- USH 151 in its entirety
- John Nolen – Williamson – Winnebago – Atwood – Cottage Grove Rd

Locations are subject to change dependent upon agency agreement, crash experience, and other determinations made by the involved agencies. Corridor Enforcement includes listed highways also include up to 1/4 mile in any direction of such highways so as to include feeder streets to the primary target areas.

Date and Time:

Deployments will be coordinated by participating agencies. Dates are subject to change dependent upon factors as agreed upon by Task Force members. Task Force members may make up deployments cancelled on short notice due to unforeseen circumstances. The Task Force Administrator will be notified when this occurs.

Deployment times will be relatively similar, but may vary.

Grantee will implement at least one deployment each month within the specified grant period as planned in the Work Plan/Calendar. Agencies that receive funding for overtime enforcement are strongly encouraged to participate in the national mobilizations. All agencies who are members of a Task Force are eligible to participate in these national mobilizations. Agencies who choose to participate in these mobilizations do so on an individual basis, in that each agency shall sign up for and complete documentation on behalf of their individual department.

V. Liability of Law Enforcement Personnel Involved

1. It is understood and agreed by task force agencies that employees assigned to HVE efforts, even if/when operating in another's jurisdiction, are the sole responsibility of the individual's employing department.
2. The individual employing department retains liability for its employees as if the employee was functioning in their own jurisdiction.

3. The individual organization is responsible to ensure the employee is qualified to be assigned to the HVE effort under regulation or requirement of the Wisconsin Department of Justice Law Enforcement Training and Standards Board and the BOTS.
4. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

VI. Jurisdictional Authority and Court Assignment of Citations

1. Any Police Chief or the Sheriff may request, preferably in writing, that an HVE event occur within their jurisdiction.
2. Task Force agencies will make decisions as to the appropriate court for citations/arrests.

VII. Required Personnel and Qualifications

1. Task Force Representative – from each participating jurisdiction and/or other involved non law enforcement member agency, to act as the liaison for that agency regarding Task Force affairs. (NOTE – Preferably this position will be filled by one or two individuals that can act in this capacity throughout the entire campaign focus to best insure continuity in operation.)
2. Task Force Agency representatives shall meet on a quarterly basis to discuss relevant issues, deployment changes/dates, etc. at their corresponding Traffic Safety Commission (TSC) meetings.
3. HVE Enforcement Officers: Officers shall be trained in Standardized Field Sobriety Testing (SFST). ARIDE and DRE training are strongly encouraged.
4. K-9 Officer and Dog – It is encouraged to have working deployment dates/times.
5. Drug Recognition Expert (DRE) Officer – It is encouraged working deployment dates/times.

VIII. Uniform and Vehicles

1. HVE Enforcement Officers will be working in full uniform (safety vests are highly encouraged) and operating in their assigned patrol vehicles (unless assigned as specific “spotters” or other plain clothes roles).
2. Squads may be marked or unmarked, depending on assignment/purpose.

IX. Reporting

1. Each Officer working the operation will complete an Activity Log. Sheet. Each agency will be responsible for compiling the statistics; done immediate at the end of the deployment but no later than 48 hours afterward. The reimbursement paperwork will follow.
2. At a minimum, a representative from one of the participating agencies is required to attend that county's Traffic Safety Commission and report out on the Task Force's progress/results at the meeting. All participating agencies are strongly encouraged to regularly attend Traffic Safety Commission meetings.

X. Safety

1. Safety is of high importance and should include available methods, materials and equipment to that end, including but not limited to: reflective safety vests, use of seat belts, etc.
2. If an unsafe act or condition is observed, that will be reported to their OIC as soon as possible. The OIC will then be responsible to correct the situation or change the operational plan to insure a safe conduct of the plan.

*The following sections are provided primarily for:
agencies that are NOT funded through the task force grant, and,
agencies that are funded BUT are not administering this task force grant.*

**ALL AGENCIES WITHIN THE TASK FORCE GEOGRAPHICAL AREA SHOULD BE GIVEN THIS DOCUMENT FOR THEIR
GENERAL INFORMATION AND POTENTIAL PARTICIPATION.**

XI. Federal Requirements

1. Funded agencies must comply with all grant requirements particularly those listed in the "General Contract Terms" section.
2. Agencies within the borders of the Task Force county/jurisdiction that do not receive specific grant funding may participate with the Task Force and must comply with all requirements listed within this plan as well as the following:

The Bureau of Transportation Safety (BOTS), housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety.

Work must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the fiscal year.

- **Implementation**

Agree to conduct operations in accordance with these plans as approved by BOTS. Modification shall require prior approval of BOTS. Failure to perform planned activity may be considered grounds for termination.

- **Audit and Maintenance of Records**

Government subdivisions may be responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-8507) and revised OMB Circular A-133. If the grantee is subject to these requirements, it will verify that it is in compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS must be notified of any A-133 Single Audit and subsequent results. The Audit and Contract Administration of the Wisconsin Department of Transportation may conduct a desk review of A-133 Single Audits to clear or resolve any issues with grantee verifications. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Any evidence of fraud will be turned over to the Office of General Counsel. Note: Circular A-133 may be obtained by contacting the Financial Standards and Reporting Branch, Office of the Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone, (202) 395-3993.

Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

- **Monitoring by the State**

Consent to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

- **Payment of Funds by the State**

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made. BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified in the Project Narrative or Work Plan. Personnel costs shall be reimbursed on the basis of hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described in the Project Narrative or Work Plan. All expenses for which Grantee seeks reimbursement must be documented in Project Activity Reports.

- **Equipment**

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than two years, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS when equipment is no longer used for the purpose for which it was acquired.

- **Print and Audio Visual Materials**

Submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. May publish materials produced under this Agreement subject to the following conditions:

All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name, but Grantee may not charge or collect any royalty, fee or other costs for any material produced under this Agreement. Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use the work for government purposes.

Grantee shall credit the Wisconsin Department of Transportation, Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials.

- **Program Income**

Program income is gross income derived from grant-supported activities. Report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

- **Additional Requirements Where Funds Are Expended on Law Enforcement**

Certify that it has a written departmental policy on:

- ✓ Biased based policing, or that it will initiate development of one during the grant period.
- ✓ Pursuits or that it will initiate development of one during the grant period; policy should conform to the guidelines of IACP or a similar pursuit policy.
- ✓ BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period; require a test of all killed drivers and will encourage all surviving drivers to consent to a test.
- ✓ Use of safety belts by employees, or that it will initiate development of one during the grant period.
- ✓ Comply with Title VI of the Civil Rights Act of 1964 and Presidential Executive Order 13166 regarding language access and "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons".

- **Supplanting**

The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

- **Nondiscrimination**

Comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all Subrecipient to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the

comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- **Debarment and Suspension**

Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

- **Political Activity (Hatch Act)**

Comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- **Lobbying Activities**

Certification Regarding Federal Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one

[illegible]

