



State of California

**OFFICE OF TRAFFIC SAFETY
GRANT AGREEMENT**

**GRANT NUMBER
AL1116**

PAGE 1 (To be completed by applicant Agency)

1. GRANT TITLE

DUI ENFORCEMENT AND AWARENESS PROGRAM

2. NAME OF APPLICANT AGENCY

CITY OF SAN JOSE

3. AGENCY UNIT TO HANDLE GRANT

SAN JOSE POLICE DEPARTMENT

4. GRANT PERIOD

Month - Day - Year

From: **10/1/10**

To: **9/30/11**

5. GRANT DESCRIPTION (Provide an overview of the grant activities that will address the problem statement, in approximately 100 words. Space is limited to six lines.)

To reduce the persons killed and injured in alcohol involved crashes, "best practice" strategies will be conducted on an overtime basis. The funded strategies include DUI/Driver's License checkpoints and DUI saturation patrols. This program will also develop a "Hot Sheet" program. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED:

\$ 382,259.00

7. APPROVAL SIGNATURES

A. GRANT DIRECTOR

NAME: **Rick Cheney** PHONE: 408-277-4488
TITLE: **Grants Analyst** FAX: 408-277-3775
ADDRESS: 201 W. Mission Street, Fiscal Unit
San Jose, CA 95110
E-MAIL: **rick.cheney@sanjoseca.gov**

(Signature)

(Date)

B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY

NAME: **Deanna Santana** PHONE: 408-535-8100
TITLE: **Deputy City Manager** FAX: 408-920-7007
ADDRESS: 200 E. Santa Clara Street
San Jose, CA 95113
E-MAIL: **deanna.santana@sanjoseca.gov**

(Signature)

(Date)

C. FISCAL OR ACCOUNTING OFFICIAL

NAME: **Lisa Perez** PHONE: 408-277-2450
TITLE: **Chief Admin Officer** FAX: 408-277-3775
ADDRESS: 201 W. Mission Street, Fiscal Unit
San Jose, CA 95110
E-MAIL: **lisa.perez@sanjoseca.gov**

(Signature)

(Date)

D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS

NAME: **San Jose Police Department
Fiscal Unit**
ADDRESS: 201 W. Mission Street
San Jose, CA 95110

**GRANTS MADE EASY – DUI
Overtime
SCHEDULE A**

GRANT NO: AL1116

GRANT DESCRIPTION

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GRANT TITLE: DUI ENFORCEMENT AND AWARENESS PROGRAM

AGENCY: SAN JOSE POLICE DEPARTMENT

PROPOSED BEGINNING DATE: 10/1/10

PROPOSED ENDING DATE: 9/30/11

PROBLEM STATEMENT:

Using local data (not OTS Rankings or SWITRS) complete the table below.

Collision Type	2006				2007				2008			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	24		24		37		42		30		30	
Injury	3299		4264		3102		3924		2873		3581	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol Involved	10	186	10	211	4	188	4	256	11	156	11	231
Hit & Run	4	340	4	*--	2	308	2	*--	3	311	3	*--
Nighttime (2100-0259 hours)	9	421	9	559	9	405	10	592	9	355	9	465

Please provide detailed answers to the following questions as part of the Problem Statement:

- Describe current traffic unit complement (number of personnel and classifications). If applicable, describe how the size of the traffic unit has fluctuated in the past five years and why.**
1 Lieutenant, 7 Sergeants, 44 Officers
- How many sobriety checkpoints did your department conduct between October 1, 2008 and September 30, 2009? (Include checkpoints from all funding sources, i.e. OTS grants or mini-grants, and department funded)**

OTS Grant #: _____; # of Checkpoints: _____ (Not AVOID)

AVOID the _____; # of Checkpoints: _____ (In your jurisdiction)

Mini-Grant #: SC09372; # of Checkpoints: 12

of Department Funded Checkpoints: 2 (Not OTS Funded)

Additional Information: SJPD also conducted 9 saturation patrols with funds from Avoid the 13 grant funding and City of San Jose funding.

*Comment regarding problem statement: The data for Hit & Run injuries is not being tracked at this time. We are currently developing a process to track this data during this grant period.

- What is the average number of DUI arrests and vehicles impounded per checkpoint?**

5.5 arrests and 19.5 impound per checkpoint

- Does your agency participate in an AVOID DUI program? Yes**

a. AVOID the 13 DUI Campaign in Santa Clara County

OTS-38b GME DUI Overtime
(11/09)

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- 5. What percent of your DUI arrests between October 1, 2008 and September 30, 2009 were made as a result of a collision?**

DUI arrests as a result of a collision totaled 2302 which is 24.63% of total DUI arrests during that time period.

- 6. What percent of your collisions involve drivers with a suspended or revoked license?**

This data is not gathered in our information systems.

- 7. What is the magnitude of your city's problem concerning repeat DUI offenders who violate probation or fail to appear in court? Do you currently have a program that proactively addresses this issue?**

The San Jose Police Department is strictly involved in enforcement. The tracking of repeat DUI offenders and probation violators is under the jurisdiction of the the Santa Clara County Sheriff's Department and Probation Department. Due to this, SJPD currently does not have a program that addresses these issues.

- 8. Do you have a backlog of unserved warrants for repeat DUI offenders?**

We do not have a backlog of unserved warrants for repeat DUI offenders.

- 9. How many of your traffic officers have received Standardized Field Sobriety Testing (SFST) training?**

Currently in our traffic unit there are 2 officers that have received SFST training.

- 10. What is your current administrative recovery fee for vehicles impounded for up to 30 days and how much of the fee goes to the General Fund vs. a special Traffic Offender Impound Account? How is it used?**

The current administrative recovery fee for vehicles impounds is \$182.00 per vehicle. The total amount of the fee goes into the General Fund for cost recovery of costs related to administrative personnel utilized in releasing vehicles.

PERFORMANCE MEASURES:

Goals: Goals serve as the foundation upon which the grant is built. Goals are what you hope to accomplish by implementing a traffic safety grant program.

1. To reduce the number of persons killed in traffic collisions.
2. To reduce the number of persons injured in traffic collisions.
3. To reduce the number of persons killed in alcohol-involved collisions.
4. To reduce the number of persons injured in alcohol-involved collisions.

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5. To reduce hit & run fatal collisions.
6. To reduce hit & run injury collisions.
7. To reduce nighttime (2100 - 0259 hours) fatal collisions.
8. To reduce nighttime (2100 - 0259 hours) injury collisions.

Objectives: Objectives are the tasks or activities undertaken during the grant period to make the goals a reality. Objectives are designed to move you closer to achieving your overall goals. *Objectives are used to measure a grantee's success.*

1. To issue a press release announcing the kick-off of the grant by November 15, 2010. The press releases and media advisories, alerts, and materials must be forwarded to the OTS Public Information Officer at pio@ots.ca.gov and copy the OTS Coordinator for approval 14 days prior to the issuance date of the release.
2. To use the following standard language in all press, media, and printed materials: "Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."
3. To email a draft of all grant-related media releases, media advisories, alerts and materials to the OTS Public Information Officer at pio@ots.ca.gov and copied to your OTS Coordinator for approval 14-days prior to the issuance date of the release (media communications reporting the results of grant activities such as checkpoints and saturation patrols are exempt from this requirement).
4. To submit applications for the California Law Enforcement Challenge (<http://www.chp.ca.gov/features/clec.html>) by the deadlines of March 25, 2011, to CHP and a copy to OTS:

**California Law Enforcement Challenge
Attention: Special Projects Section (063)
Gate C
601 North 7th Street
Sacramento, CA 95811**

**California Office of Traffic Safety
Attention: Regional Coordinator
2208 Kausen Dr. Suite 300
Elk Grove, CA 95758**

5. To conduct Standardized Field Sobriety Testing (SFST) training for 10 officers by March 31, 2011.

Note: At least one sworn officer who has received NHSTA-certified SFST training should participate in each DUI checkpoint conducted under the grant.

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6. To collaborate with the county's "Avoid Coalition" by participating in all planning, scheduling meetings and MADD/Avoid DUI Seminars; by providing your County Avoid Coordinator (Host) with your agency's schedule of operations that occur during any Avoid operational campaign period and reporting your agency's DUI arrests & DUI Fatality information daily during holiday Avoid efforts for the Avoid media campaign.

7. To conduct 12 DUI/DL checkpoints by September 30, 2011.

Note: For combination DUI/DL checkpoints, departments must issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Also, according to the Attorney General's Office all DUI/DL checkpoint operations must have signs reading "DUI/Driver's License Checkpoint Ahead."

To maximize effectiveness, it may be necessary to conduct a checkpoint operation at more than one location on any given day/ night. Each checkpoint should be highly publicized and visible. No occupant restraint citations will be issued at the checkpoints. **OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval, will OTS fund checkpoint operations that begin prior to 1800 hours.**

8. To conduct 30 DUI saturation patrols by September 30, 2011.

9. To conduct 0 warrant service operations targeting multiple DUI offenders who violate probation terms or fail to appear in court by September 30, 2011.

10. To develop a "Hot Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions by December 31, 2010. Updated Hot Sheets will be distributed to patrol and traffic officers every three to four weeks.

11. To conduct 0 "Stakeout" operations that employ police officers to observe the "worst of the worst" repeat DUI offender probationers with a suspended or revoked driver license by September 30, 2011.

12. To conduct 0 "Court Sting" operations to cite individuals driving from court after having their license suspended or revoked by September 30, 2011.

NOTE: Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

METHOD OF PROCEDURE:

Phase I: Program Preparation and Training and Implementation (October 1, 2010 – December 31, 2010)

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- The police department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- A draft news release will be submitted to OTS to announce the grant program.
- All training needed to implement the program will be conducted this quarter.
- All grant related purchases needed to implement the program will be made this quarter.
- In order to develop the “Hot Sheets”, research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI conviction. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets will be updated and distributed to traffic and patrol officers every three to four weeks.
- If applicable, the police department will meet with appropriate court personnel to help develop an operational plan to conduct court stings.

Phase II: Community Awareness (Throughout Grant Period)

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Phase III: Data Gathering and Analysis (Throughout Grant Period)

- The police department will submit a Quarterly Performance Report (QPR) and Quarterly Evaluation Data Form, Schedule C within 30 days following each calendar quarter.
- The final QPR, Schedule C, Claim and Executive Summary are due to OTS by October 30, 2011.
- Reports shall be completed in accordance with OTS requirements specified in the Grant Program Manual, Chapter 7, and submitted in compliance with the signed Acceptance of Conditions and Certifications (OTS-33) included within this agreement.

METHOD OF EVALUATION:

The Office of Traffic Safety will use the QPR data to determine whether the grant was successful. OTS will also select grants for monitoring reviews to ensure the accuracy of claimed costs. For example, OTS will review claimed costs to ensure they are supported by time sheets, vouchers, invoices, purchase orders, etc.

ADMINISTRATIVE SUPPORT:

This program has full support of the San Jose Police Department/City of San Jose, and every effort will be made to continue the activities after the grant conclusion. The City of San Jose City Council has endorsed this grant by resolution.

**GRANTS MADE EASY - DUI
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SCHEDULE B - PAGE 1
DETAILED BUDGET ESTIMATE**

GRANT NO. AL1116

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO GRANT
	FFY - 1 10/1/2010 Thru 9/30/2011			
A. PERSONNEL COSTS				
<u>OVERTIME</u>				
DUI/DL Checkpoints	\$124,908.24			\$124,908.24
DUI Saturation Patrols	140,760.00			140,760.00
Warrant Service Patrols	0.00			0.00
Stakeouts	0.00			0.00
Court Stings	0.00			0.00
Overtime Benefits @	0.00			0.00
Category Sub-Total	\$265,668.24			\$265,668.24
B. TRAVEL EXPENSE				
In State	\$4,000.00			\$4,000.00
				0.00
Category Sub-Total	\$4,000.00			\$4,000.00
C. CONTRACTUAL SERVICES				
None	\$0.00			\$0.00
Category Sub-Total	\$0.00			\$0.00

OTS-38d DUI Overtime

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GRANTS MADE EASY – DUI

Overtime

SCHEDULE B-1

GRANT No. AL1116

BUDGET NARRATIVE

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PERSONNEL COSTS:

Overtime

Budgeted grant activities will be conducted by agency personnel on an overtime basis. Grant funded operations may be conducted by personnel such as an Officer, Lieutenant, Sergeant, Corporal, Deputy, Community Services Officer, Dispatcher etc., depending on the titles used by the agency. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$85.39/hr to \$96.93/hr.

Overtime reimbursement (OT hourly rate and benefit) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Overtime benefits will not be provided.

TRAVEL EXPENSE:

In-State

Costs are included for appropriate staff to attend conferences and training events supporting the grants goals and objectives and/or traffic safety. Funds may be used to attend OTS approved training. Anticipated travel and events include local mileage for grant activities and meetings, OTS Training Summit and Vehicular Homicide Conference. **Note:** To be eligible to attend the Vehicular Homicide Conference the grantee must have successfully completed the POST DWI Detection and SFST course along with completion of the Accident Scene Investigation course. The officer/detective selected to attend the Vehicle Homicide Conference should be currently assigned to work on DUI fatal collisions for their agency. *All conferences, seminars or training not specifically identified in the Schedule B-1 must be approved by OTS. All travel claimed would be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES:

None

EQUIPMENT

None

OTHER DIRECT COSTS (Items valued less than \$5K each):

Instructions: List items using a generic name (i.e. PAS Devices, Radars, etc.), quantity desired followed by a brief narrative description, explanation of how it will be used and your justification.

Note: *Each item must support grant objective activities.*

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BUDGET NARRATIVE

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Portable Intoxilizer - 5 These devices will obtain breath samples in the field for evidentiary value. Intoxilizer Officer will respond to the scene of DUI arrests/collisions and be able to complete a evidentiary value breath sample in the field. This in return will dramatically speed up the processing and prosecution of impaired drivers thereby obtaining the most accurate sample at the time of the incident. As it currently stands it takes up to an hour to obtain this type of evidence.

PAS Devices/Calibration Units – 110 Preliminary Alcohol Screening Devices will be purchased to assist officers in enhanced enforcement efforts related to DUI. PAS calibration units are used to ensure accuracy of the device.

Printing/Duplication – Costs include the purchases of paper, production, printing and/or duplication of materials associated with daily grant operations.

INDIRECT COSTS:

None

PROGRAM INCOME:

There will be no program income generated from this grant.

APPLICANT AGENCY City of San Jose	OTS GRANT NUMBER AL1116
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The following attachments are included herein and constitute a part of this Grant Agreement:

1. OTS-38 – Page 1	5. Schedule C – Quarterly Evaluation Data (when required)
2. Schedule A – Grant Description	6. OTS-33 – Acceptance of Conditions and Certifications
3. Schedule B – Detailed Budget Estimate for Grant Costs	7. General Terms, Conditions, and Certifications (OTS Grant Program Manual (GPM), Exhibit 6A. GPM available on-line at www.ots.ca.gov)
4. Schedule B-1 – Budget Narrative	

TERMS AND CONDITIONS

It is understood and agreed by the Grantee that grant funds received as a result of this Agreement are subject to all applicable federal and state regulations governing grants and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual which includes but is not limited to:

REPORTS/ CLAIMS FOR REIMBURSEMENT

1. Quarterly Performance Reports and Reimbursement Claims must be submitted by the Grantee to the Office of Traffic Safety (OTS) by January 30, April 30, July 30, and October 30, during each year of grant operation. The failure to timely submit complete and correct claims within sixty (60) days of their due dates may constitute Grantees irrevocable waiver of any right to thereafter recover from Grantor any part of those waived grant sums which may thereafter be reallocated or reverted by Grantor.
2. OTS will withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a Grantee fails to comply with any applicable term or condition of this Grant Agreement or program guidelines (**GPM, Chapter 3.11**). This may include, but is not limited to, the following:
 - Failure to submit acceptable and timely reimbursements claims;
 - Failure to submit acceptable and timely quarterly performance reports;
 - Failure to submit an acceptable and timely Schedule C, Quarterly Evaluation Data (OTS-38g, applies only when a Schedule C has been required);
 - Failure to comply with requirement of the Single Audit Act (**GPM, Chapter 4.11**); and
3. By October 30, “continuing” grants must submit a September 30 claim and a written justification to support carrying forward the remaining grant year unexpended funds. September 30 claims and written justifications, supporting the carrying forward of these prior year unexpended funds submitted after November 30 may not be processed and the prior claim (i.e., June 30) will be considered the year-end claim in order to close out the federal fiscal year ending September 30. In addition, these unexpended funds will be de-obligated and allocated to new grants.

SUB-CONTRACTS

Grantee may enter into subcontract(s) to perform applicable provisions of this Grant Agreement. The Grantee is responsible for ensuring that all activities delegated to subcontractors are in support of this Grant Agreement.

- A. Grantee is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Grant Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Grant Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
 - B. Nothing contained in this Grant Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
4. Consultants and/or sub-contractors shall be selected in accordance with the grantee agency procurement policies and procedures in order to comply with the terms of this agreement and in accordance with OTS GPM Chapter 6 Procurement & Contract Administration and Exhibit 6-A General Terms, Conditions, and Certifications.

The Grantee, consultant, contractor and/or sub-contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the Grant Agreement and 49 CFR Part 18, and/or CFR Part 19 whichever is applicable.

Grantor is not obligated to make any payment under any agreement prior to final execution or outside the terms of the sub-contract period. Contractor/Grantee Agency expenditures incurred prior to final sub-contract execution are taken at the risk of that Contractor/Grantee Agency and will be considered unallowable if that agreement/sub-contract is not executed.

AVAILABILITY OF FUNDS

5. If, during the term of the Grant award, federal funds become reduced or eliminated, OTS may immediately terminate or reduce the Grant award sum for allowable and uncancelable grant costs incurred following receipt of Grantor's written notice to the Grantee.
6. Funds Awarded under Catalog of Federal Domestic Assistance (CFDA) Number 20.600.

REVISIONS

7. Grant Agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM,

Chapter 3.9 and conforming to the revision examples provided in Chapter 3.8. All appropriate documentation required to request a grant revision requiring Grantor's approval (i.e. budget category increases, etc.) must be timely submitted to Grantor.

8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. Those additional applicable terms and conditions identified in the **OTS GPM, Chapter 6, General Terms, Conditions, and Certifications (Exhibit 6-A)**, are incorporated herein by reference and made a part of this Agreement.

TRAFFIC ENFORCEMENT AGENCIES ONLY:

10. Full time Grantee traffic enforcement personnel and any equipment funded under this Grant shall be dedicated solely to Grant supported enforcement tasks unless a criminal offense is committed in the officer's presence and response to an officer in distress is initiated, and a riot requires that all available enforcement personnel be committed in response.
11. By signing this document the Grantee certifies that it is not suspended or debarred from doing business with the Federal Government.

We, the officials named below, hereby swear that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. Executed on the date and in the county named below and made under penalty of perjury under the laws of the State of California.

GRANT DIRECTOR'S NAME	EXECUTED IN THE COUNTY OF
Rick Cheney	Santa Clara
GRANT DIRECTOR'S SIGNATURE	DATE EXECUTED
>	
TITLE	
Grants Analyst	

AUTHORIZING OFFICIAL'S NAME	EXECUTED IN THE COUNTY OF
Deanna Santana	Santa Clara
AUTHORIZING OFFICIAL'S SIGNATURE	DATE EXECUTED
>	
TITLE	
Deputy City Manager	