

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE POLICE CHIEF TO EXECUTE THE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE CLICK IT OR TICKET PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILPITAS AS FOLLOWS,

WHEREAS, there has been submitted to the City Council of the City of Milpitas a proposed agreement to be entered into by and between the Milpitas Police Department and the Regents of the University of California School of Public Health, U.C. Berkeley; and

WHEREAS, said Agreement is attached as Exhibit A and is made a part hereof,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milpitas that the agreement attached as Exhibit A is approved and that the Police Chief be authorized and directed to execute for and on behalf of said Milpitas Police Department said Agreement.

PASSED AND ADOPTED this _____ day of _____ 2007, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Steven T. Mattas, City Attorney



The Regents of the University of California,
 School of Public Health UC Berkeley,
 with primary funding from the
 California Office of Traffic Safety

GRANT NUMBER
 CT074310

AGREEMENT

EXHIBIT A

1. TITLE OF PROGRAM CLICK IT OR TICKET PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES	
2. NAME OF APPLICANT AGENCY CITY OF Milpitas	4. PERIOD OF AGREEMENT Month - Day - Year From: 03/01/07 To: 09/30/07
3. AGENCY UNIT TO HANDLE AGREEMENT Milpitas Police Department	
5. DESCRIPTION OF PROGRAM The goal of the California Click It Or Ticket (CIOT) project is to increase seat belt use statewide to 93.7% by July 31, 2007. Through the combined efforts of state and local law enforcement, a seat belt enforcement campaign will be conducted for a twenty-one (21) day period, May 14-June 3, 2007 in support of the national <i>Click It Or Ticket</i> mobilization. Funds provided by this mini-grant will be utilized to increase the level of seat belt enforcement hours on an overtime basis for the first line supervisors, officers, and administrative time to meet grant reporting requirements. Incorporated into this agreement are attached Schedules A-Descriptions, B-Detailed Budget Estimate, and Schedule C-Terms and Conditions.	
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED \$ 15,455.00	
7. APPROVAL SIGNATURES (BY SIGNING THIS PAGE, AGENCY AGREES TO THE TERMS AND CONDITIONS WHICH FOLLOW AND ARE ATTACHED)	
A. UNIVERSITY PROGRAM DIRECTOR NAME: DAVID RAGLAND PHONE: 510-642-0655 TITLE: Director, Traffic Safety Center FAX: 510-643-9922 ADDRESS: 2614 Dwight Way, MC 7374 Berkeley, CA 94720-7374 E-MAIL: davidr@berkeley.edu	B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY NAME: PHONE: TITLE: FAX: ADDRESS: E-MAIL: <hr style="width:100%;"/> <div style="display: flex; justify-content: space-between;"> (Signature) (Date) </div>
C. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AUTHORIZED SIGNATURE NAME: BRIAN C. DONOHUE PHONE: 510-642-3128 TITLE: Business Contracts Office FAX: 510-642-8604 ADDRESS: 6701 San Pablo Avenue, MC 5600 Berkeley, CA 94720-5600 E-MAIL: donohue@berkeley.edu <hr style="width:100%;"/> <div style="display: flex; justify-content: space-between;"> (Signature) 3-8-07 (Date) </div>	D. AGENCY OFFICE AUTHORIZED TO RECEIVE PAYMENTS NAME OF ENTITY: PHONE: ADDRESS: FAX: E-MAIL: TAX ID #:

SCHEDULE A - DESCRIPTION
CLICK IT OR TICKET PROGRAM FOR LAW ENFORCEMENT AGENCIES

PROJECT GOAL

To increase seat belt use, statewide to 93.7% by July 31, 2007.

PROJECT OBJECTIVES

1. To conduct by May 12, 2007, Occupant Protection roll call training classes for officers and administrative personnel selected to participate in operations period.
2. To conduct a pre-orientation seat belt compliance survey between May 7-13, 2007.
3. To conduct a 21-day (May 14 thru June 3, 2007) overtime enforcement operations specifically targeting seat belt violations.
4. To conduct a post-operational seat belt compliance survey between June 4 - 10, 2007.
5. To mail or fax the Mobilization Report, the pre- and post-survey results, and any pertinent local media releases (electronic or print) to Akilah Cadet at the Traffic Safety Center by June 29, 2007.
6. To mail the Project Claim Invoices and Project Claim Details to Akilah Cadet at the Traffic Safety Center by June 29, 2007.

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 obligation.

METHOD OF PROCEDURE

Operational Plan

Phase I Select and Train Personnel
(March 1 to May 6, 2007)

Traffic Safety Center staff will provide Grant Reporting and Project Claim Training at various geographical locations in the state (schedule TBD) during March and April 2007. Personnel responsible for the Mini-Grant Final report and Claim are encouraged to attend this training as the reporting requirements have been expanded, and the claim procedures have changed from prior mini-grant processes. Agencies will **NOT** be reimbursed for personnel and travel costs to attend the training.

Supervisors, selected uniformed officers, dispatchers and administrative/community service officers should receive roll call training regarding the mini-grant requirements by the agency prior to the mobilization.

Phase II Conduct Preoperational Seat Belt Surveys
(May 7-13, 2007)

Preoperational seat belt compliance surveys will be conducted by existing staff (no overtime) at representative locations throughout the areas selected for enforcement. Seat Belt Survey forms are available at www.tsc.berkeley.edu.

SCHEDULE A - DESCRIPTION (CONT'D)
CLICK IT OR TICKET PROGRAM FOR LAW ENFORCEMENT AGENCIES

Phase III Conduct Overtime Enforcement Operations

(May 14 - June 3, 2007)

Enforcement officers will be deployed on an overtime basis as directed by the supervisor for saturation patrols (which cover specific geographical areas), enforcement zones (which take on specific roadways), or a combination of both. OTS will not reimburse overtime for Seat Belt Checkpoints. Enforcement activities will be focused on seat belt compliance. Dispatchers will be assigned to overtime shifts during the seat belt enforcement deployment. CSO or clerical overtime will be directed to mini-grant administrative duties including, but not limited to, the collection of seat belt enforcement data and processing of personnel overtime claims.

Phase IV Conduct Post Operation Seat Belt Surveys

(June 4 - 10, 2007)

Seat belt compliance surveys will be conducted by existing staff (no overtime) at the same locations selected in Phase II.

Phase V Prepare and submit by June 29, 2007 a Mobilization Report for the operational period.

The Mobilization Report template is available at www.tsc.berkeley.edu. It includes:

- Training Conducted
- Enforcement Strategy
- Overtime Hours by Personnel Classification
- Seat Belt/CPS Violations (include all written by agency)
- Pre/Post Seat Belt Survey Results
- Other Enforcement Actions (by personnel assigned to overtime)

Phase VI Prepare and submit by June 29, 2007 the Project Claim Invoice and the Project Claim Details.

The claim forms are available at www.tsc.berkeley.edu.

Operational Period - May 14 thru June 3, 2007

Reimbursement covers actual costs to the agency, not to exceed the total amount of the grant.

SCHEDULE B - DETAILED BUDGET ESTIMATE
CLICK IT OR TICKET PROGRAM FOR LAW ENFORCEMENT AGENCIES

PERSONNEL COSTS in the Period May 14 through June 3, 2007	TOTAL COSTS TO MINI-GRANT
<u>Supervisor Overtime</u> 30 Hours @ \$104 per hour	\$ 3,120.00
<u>Officer Overtime</u> 120 Hours @ \$86.70 per hour	\$ 10,404.00
<u>Community Service Officer Overtime</u>	\$
<u>Dispatcher Overtime</u> 30 Hours @ \$64.35 per hour	\$ 1,931.00
<u>Clerical Overtime</u>	\$
Mini-Grant Total	\$ 15,455.00

SCHEDULE C- TERMS AND CONDITIONS
CLICK IT OR TICKET PROGRAM FOR LAW ENFORCEMENT AGENCIES

A. Indemnification

Applicant Agency agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, the Regents of the University of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Applicant Agency in the performance of this agreement.

B. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

C. Non-Assignability

The obligations of the Contractor under this Agreement are not assignable to any third party.

D. Use of University Name/Trademarks

Applicant Agency shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases where such use may imply an endorsement or sponsorship of the Applicant Agency, its products or services. All uses of the University's name and trademarks, therefore, must first receive prior written consent of The Regents of the University of California through the Office of Marketing & Management of Trademarks. This policy is in compliance with the State of California Education Code Section 92000.

E. Termination

Each party has the right to suspend, terminate or abandon the execution of any work by the Applicant Agency without cause at any time upon giving prior written notice. In the event that this agreement is suspended, terminated, or abandoned, the Regents of the University of California shall pay the Applicant Agency for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with the Payment Schedule (B-1), provided that the maximum amount payable to the Applicant Agency for its services shall not exceed the Grant Total on Schedule B for services provided hereunder prior to the effective date of suspension, termination, or abandonment.

F. State of California Terms and Conditions

Applicant Agency agrees to abide by the General Terms, Conditions, and Certifications contained in OTS Grant Program Manual, Chapter 6, Exhibit 6-A www.ots.ca.gov.