

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 BERKELEY SCHOOL OF PUBLIC HEALTH SAFE TRANSPORTATION RESEARCH AND EDUCATION CENTER & THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE SOBRIETY CHECKPOINT MINI-GRANT PROGRAM

WHEREAS, the Regents of the University of California Berkeley School of Public Health Safe Transportation Research and Education Center & the California Office of Traffic Safety are administering the 2010-2011 Sobriety Checkpoint Mini-Grant program that offers mini-grant funds to reimburse law enforcement agencies for overtime expenditures specifically directed towards conducting sobriety checkpoints. The goal of the statewide sobriety checkpoint program is to reduce the number of people killed in alcohol-related crashes; and

WHEREAS, the City of Milpitas has been approved for a mini-grant of \$16,764.28 for the Police Department to conduct up to two sobriety checkpoints in Milpitas between November 1, 2010 and September 6, 2011; and

WHEREAS, there has been submitted to the City Council of the City of Milpitas a proposed Agreement (Grant No. SC11260) to be entered into by and between the City of Milpitas and the Regents of the University of California Berkeley School of Public Health Safe Transportation Research and Education Center & the California Office of Traffic Safety; and the Agreement is attached as Exhibit A and is made a part hereof.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council accepts the Agreement attached as Exhibit A and authorizes the Police Chief to execute the Agreement for and on behalf of the City of Milpitas.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Robert Livengood, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney



The Regents of the University of California
 School of Public Health, Berkeley,
 with Primary Funding from the
 California Office of Traffic Safety

GRANT NUMBER

SC11260

GRANT

1. Title of Program

SOBRIETY CHECKPOINT MINI-GRANT PROGRAM FOR 2010-2011

2. Name of Applicant Agency

MILPITAS, CITY OF

4. Period of Grant

Month - Day - Year

From: **11/01/10**

To: **09/06/11**

**3. University of California Berkeley, Safe Transportation Research and Education Center
 DAVID RAGLAND, PRINCIPAL INVESTIGATOR, SAFE TRANSPORTATION RESEARCH AND
 EDUCATION CENTER**

5. Description of Program

The goal of the Sobriety Checkpoint Mini-Grant Program for 2010-2011 is to reduce the number of victims killed and injured in alcohol-impaired crashes in participating cities. The period of this grant contract ("contract"), November 01, 2010 to September 06, 2011, encompasses two national mobilization periods: the Winter Holiday Mobilization period, December 17, 2010 - January 02, 2011 and the Labor Day Mobilization period, August 19, 2011 - September 05, 2011. The **Milpitas Police Department** will conduct sobriety checkpoints in **Milpitas** in accordance with this contract. The contract includes the attached Schedule A - Descriptions, Schedule B - Detailed Budget Estimate, Schedule B-1 - Budget Narrative, and Schedule C - Terms and Conditions.

6. Federal Funds Allocated Under This Grant Shall Not Exceed:

\$16,764.28

7. Approval Signatures (By signing this page, Agency agrees to the terms and conditions which follow and are attached)

A. The Regents of the University of California Authorized Signature

Name: Jyl Baldwin **Phone:** 510-642-8110

Title: Associate Director, SPO **Fax:** 510-642-8236

Address: UC Berkeley Sponsored Projects Office
 2150 Shattuck Avenue, Suite 313
 Berkeley, CA 94720

Email: jbaldwin@berkeley.edu

 (Signature)

 (Date)

B. Authorizing Official For Applicant Agency

Name: Dennis Graham **Phone:** (408) 586-2400

Title: Police Chief **Fax:** (408) 586-2492

Address: 1275 N. Milpitas blvd.
 Milpitas, CA 95035

Email: Dgraham@ci.milpitas.ca.gov

 (Signature)

 (Date)

C. Agency Office Authorized to Receive Payments

Agency: Milpitas, City of **Phone:** (408) 586-3145

Office: Finance Department

Address: 455 E. Calaveras Blvd.
 Milpitas, CA 95035

Tax ID #: 94-6019192

Contact Person: Emma Karlen

Email: Ekarlen@ci.milpitas.ca.gov

D. Optional: Individuals Authorized to Sign Claims (in addition to the Authorizing Official for Applicant Agency)

Name: Armando Corpuz **Title:** Commander

 (Signature)

 (Date)

Name: Charlotte Pang **Title:** Commander

 (Signature)

 (Date)

Schedule A - Description
Sobriety Checkpoint Mini-Grant Program for 2010-2011

GOALS

1. To reduce the number of victims killed in alcohol-impaired crashes.
2. To reduce the number of victims injured in alcohol-impaired crashes.
3. To reduce nighttime (2100 hours to 0259 hours) single vehicle fatal crashes.
4. To reduce nighttime (2100 hours to 0259 hours) single vehicle injury crashes.
5. To reduce hit and run fatal crashes.
6. To reduce hit and run injury crashes.

AGENCY OBJECTIVES

1. To conduct a total of 2 sobriety checkpoints by September 5, 2011 (minimum one checkpoint per mobilization).

NOTE: For combination DUI/ Driver's License (DL) checkpoints, applicant agencies must issue press releases that indicate DLs will be checked at the DUI/DL checkpoint. According to the Attorney General's Office, all DUI/DL checkpoint operations must post 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 evening. Each checkpoint should be highly publicized and visible. No occupant restraint citations will be issued at the checkpoints. **The Office of Traffic Safety (OTS) does not fund or support independent DL checkpoints or DUI/Driver License checkpoints operating before 1800 hours.**

Notify the Safe Transportation Research and Education Center (SafeTREC) in advance if the agency: a) cannot conduct a minimum of one checkpoint during each of the two mobilization periods, b) wishes to conduct additional checkpoints than those listed in Schedule B.

2. To complete SafeTREC's pre-operational training and test for the project coordinator or designee (e.g. sergeant). It is recommended that a representative(s) from the applicant agency's finance department read the training material.
3. To collect and report data on-line for checkpoints conducted during the Winter and Labor Day mobilization periods and submit the data by the deadlines established by the SafeTREC.
4. To collect and report data on-line for checkpoints conducted outside the mobilization periods and to submit the data by the end of the applicable quarter(s).
5. Prepare claims in accordance with Schedule B-1- Budget Narrative. NOTE: All sobriety checkpoints identified for funding reimbursement in this contract are over and above other checkpoints that may be included in another OTS grant for sobriety checkpoint funding.

Schedule A - Description (continued)
Sobriety Checkpoint Mini-Grant Program for 2010-2011

MEDIA OBJECTIVES

1. After the statewide kick-off press event, issue a press release announcing the kick-off of this grant, using the OTS kick-off press release template provided by SafeTREC.
2. During the mobilization periods (December 17 - January 2 and August 19- September 5), if an AVOID media campaign is active in the county, notify the AVOID Coordinator of checkpoint locations, dates and times as early as possible in advance of all planned checkpoints. The AVOID Coordinator will issue press releases including checkpoints conducted during the mobilization periods to all major media outlets in the region.
3. For each checkpoint operation, issue a press release to local community papers using the OTS template provided by SafeTREC. If multiple checkpoints are to be conducted within a seven-day period, develop and distribute a single press release covering all operations within the seven-day period. When using the OTS press release template provided by SafeTREC, forward press releases, media advisories, alerts, and other press materials to SafeTREC concurrently with distribution to the media. If any other press release format or copy is used, submittal of the press release to the OTS Public Information Officer at pio@ots.ca.gov is required for his review at least 14 days in advance of the operation. The approved press releases must also be sent to the SafeTREC.
4. Use NHTSA's DUI tagline, "Drunk Driving. Over the Limit. Under Arrest" and use OTS's tagline, "Report Drunk Drivers. Call 911" on all news releases and checkpoint publication materials.
5. Submit to the SafeTREC copies of all newspaper articles and short descriptions of broadcast news stories which relate to checkpoint operations or results.

METHOD OF PROCEDURE

Phase I: Program Preparation (November 01, 2010 – December 16, 2010)

1. Review the contract to ensure compliance with contract provisions.
2. Submit a signed contract to the SafeTREC.
3. Notify the SafeTREC of any changes in contact information. The contract and the purchase order (and Fact Blasts) are emailed to the contact person listed in the agency application.
4. Complete SafeTREC's pre-operational training. The program coordinator or designee must complete the test.
5. Plan checkpoint staffing, i.e., supervisors, officers, clerical staff, or community service officers as needed to staff each sobriety checkpoint on an overtime basis.
6. Send a written request to the SafeTREC to seek approval of any changes to mini-grant funded work or deliverables.

Schedule A - Description (continued)
Sobriety Checkpoint Mini-Grant Program for 2010-2011

Phase II: Mobilization (12/17/10– 01/02/11 and 08/19/11 – 09/05/11)

7. After the statewide kick-off press event in December, issue a press release announcing the kick-off of this grant, using OTS kick-off press release template provided by SafeTREC.
8. If an AVOID media campaign is active in your county, notify your AVOID Coordinator of checkpoint locations, dates and times as early as possible in advance of all planned checkpoints. The AVOID Coordinator will issue press releases including checkpoints conducted during the mobilization periods to all major media outlets in the region.
9. For each checkpoint operation, issue a press release to local community papers using the OTS template provided by SafeTREC. If multiple checkpoints are to be conducted within a seven-day period, develop and distribute a single press release covering all operations within the seven-day period. When using the OTS press release template provided by SafeTREC, forward press releases, media advisories, alerts, and other press materials to SafeTREC concurrently with distribution to the media. If any other press release format or copy is used, submittal of the press release to the OTS Public Information Officer at pio@ots.ca.gov is required for his review at least 14 days in advance of the operation. The approved press releases must also be sent to the SafeTREC.
10. Use NHTSA's DUI tagline, "Drunk Driving. Over the Limit. Under Arrest" and use OTS's tagline, "Report Drunk Drivers. Call 911" on all news releases and checkpoint publication materials.
11. Submit to the SafeTREC copies of all newspaper articles and short descriptions of broadcast news stories which relate to checkpoint operations or results.
12. Conduct roll call training. Roll call training costs are not reimbursable; they must be borne by the agency.
13. Deploy designated staff to the checkpoint locations.
14. Begin the checkpoint no earlier than 1800 hours.
15. Conduct the last checkpoint no later than September 05, 2011.

Phase III: Post Operational Data Collection (at the end of each mobilization period and each applicable calendar quarter)

16. Submit post-operational data on-line for checkpoints conducted during the Winter Holiday and Labor Day mobilizations. Submit data by the SafeTREC deadlines.
17. Submit post-operational data on-line for checkpoints conducted outside the mobilization periods. Submit the data by the end of the applicable quarter. If multiple checkpoints are conducted during the quarter, summarize (total) the checkpoint statistics.

Phase IV: Claim Submission (at the end of the applicable calendar quarter)

18. Compile actual overtime costs incurred for operating the grant-funded checkpoints.
19. Download the claim form from the SafeTREC web site at:
http://www.safetrec.berkeley.edu/checkpointminigrants/2010_2011checkpoint.html.
20. Complete the claim form for the applicable quarter in accordance with Schedule B – Detailed Budget Estimate and Schedule B-1 – Budget Narrative.
21. Mail the claim forms for the quarter, the personnel overtime slips and the ledger report to the SafeTREC following the end of the applicable calendar quarter.

**Schedule B - Detailed Budget Estimate
Sobriety Checkpoint Mini-Grant Program for 2010-2011**

The **Milpitas, City of** will conduct a total of **2** sobriety checkpoints in **Milpitas** as described in Table B below.

Table B

	Number of Checkpoints	Maximum Allowed Cost Per Checkpoint	Total Cost
Winter Holiday Mobilization, December 17, 2010 – January 02, 2011 (minimum one checkpoint)	1	\$8,382.14	\$8,382.14
Labor Holiday Mobilization, August 19, 2011 – September 05, 2011 (minimum one checkpoint)	1	\$8,382.14	\$8,382.14
Number of checkpoints outside the mobilization periods	0	\$8,382.14	\$0.00
Total Number of Checkpoints	2	Maximum Reimbursable Amount (Grant Total)	\$16,764.28

Schedule B-1 - Budget Narrative
Sobriety Checkpoint Mini-Grant Program for 2010-2011

Milpitas, City of will be reimbursed for overtime personnel costs to conduct the checkpoints.

Overtime reimbursement will reflect actual costs (overtime hourly rate and overtime benefit rates) of the personnel conducting the appropriate operation(s) up to the amount of the approved cost per check point and the grant total stated in Schedule B- Detailed Budget Estimate. Other direct costs are not reimbursable. Indirect costs are not reimbursable.

Only employee fringe benefits earned as a percentage of hourly pay are allowed. Benefit costs for overtime hourly rates are always lower than benefit costs for regular hourly rates.

Budgeted grant activities will be conducted by personnel on an overtime basis. The mini-grant covers only the costs of police department personnel. Mini-grants do not cover contractual services (with the exception of contract cities). Grant-funded operations may be conducted by personnel such as an officer, sergeant, corporal, deputy, community service officer, dispatcher, clerical/administrative, etc. depending on the titles used by the agency. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Administrative/clerical personnel are allowable only if they worked on the checkpoint operation, e.g., to process the larger than normal volume of citations and arrest/incident reports. These reports must be a result of the operation and required to be processed quickly for distribution to the courts and the District Attorney's Office, or to meet statutory time limits. Clerical overtime incurred before the checkpoint or more than one business day after the last day of the checkpoint is not allowable. Costs for preparing claims are not reimbursable.

Reimbursements are contingent upon the following (note: exceptions must be approved by the SafeTREC):

- i. The applicable post-operational data have been submitted using the SafeTREC's on-line reporting system.
- ii. A press release for each checkpoint has been submitted (if multiple checkpoints are conducted within a seven-day period, a press release for the seven-day period has been submitted).
- iii. The claim form is correctly filled out, using the SafeTREC Excel-based form.
- iv. The claim amounts do not exceed the limits set forth in *Schedule B –Detailed Budget Estimate*.
- v. The information in the overtime slips and the ledger report are consistent and fully support the claim.
- vi. A ledger report(s) supporting the claim amount is attached to the claim. Only source documents are accepted to support the claim amount. Explanatory documentation such as spreadsheets may be submitted to provide additional information but cannot be accepted in lieu of a ledger report(s).
- vii. *Contract cities only:* A contract city must also provide the sheriff's department's invoice to the contract city for the checkpoint overtime costs described in the contract city's claim. The invoice (or an attachment to the invoice) must contain the contract rates that are the basis for the sheriff's department's invoiced amount. The contract city must provide a ledger report showing payment of the invoice amount. If a sheriff's department or police department is administering the mini-grant for a contract city, then that administering agency must provide the ledger report only.
- viii. The claim is signed by the Authorizing Official (Box B of the grant cover page) or Individuals Authorized to Sign Claims (Box D) as designated in the grant cover page.
- ix. Changes in the Authorizing Official of the Applicant Agency or the designation of any other additional individual(s) to sign claims are documented in accordance with SafeTREC documentation requirements.
- x. The final claim is submitted no later than October 17, 2011.

**Schedule C - Terms and Conditions
Sobriety Checkpoint Mini-Grant Program for 2010-2011**

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 contract, 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 contract.

B. GOVERNING LAW

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

C. NON-ASSIGNABILITY

The obligations of the applicant agency under this contract 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 when 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 & Business Outreach. 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 contract 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 Schedules B and 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, CONDITIONS, AND CERTIFICATIONS

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.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
<input checked="" type="checkbox"/> Budget Appropriation	100-3567	\$16,764	100-722-4113	\$16,764
<input type="checkbox"/> Budget Transfer				

Explain the reason for the budget change:

Background:

The Regents of the University of California Berkeley School of Public Health Safe Transportation Research and Education Center & the California Office of Traffic Safety are administering the 2010-2011 Sobriety Checkpoint mini-grant program that offers mini-grant funds to reimburse law enforcement agencies for overtime expenditures specifically directed towards conducting sobriety checkpoints. The goal of the statewide sobriety checkpoint program is to reduce the number of people killed in alcohol-related crashes. The City of Milpitas Police Department has been approved for a mini-grant of \$16,764.28 to conduct up to two sobriety checkpoints in Milpitas between November 1, 2010 and September 6, 2011.

Fiscal Impact: None. The grant will cover the Police Department overtime incurred to conduct the sobriety checkpoints.

Recommendation:

1. Adopt a resolution authorizing the Police Chief to execute the agreement with the Regents of the University of California Berkeley School of Public Health Safe Transportation Research and Education Center & the California Office of Traffic Safety for the Sobriety Checkpoint mini-grant program.
2. Approve a budget appropriation in the amount of \$16,764.28 for Police Department overtime budget from grant revenue.

Check if City Council Approval required.

Meeting Date: November 02, 2010

Itemization of funds, if needed:			Amount
Requested by:	Division Head:	Date:	10/25/10
	Department Head:	Date:	10-20-10
Reviewed by:	Finance Director:	Date:	10/20/10
Approved by:	City Manager:	Date:	
Date approved by City Council, if required:		Confirmed by:	