

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SANTA CLARA  
AND THE CITY OF MILPITAS  
REGARDING THE AVOID the 13 DUI CAMPAIGN  
FUNDED BY THE CALIFORNIA OFFICE OF TRAFFIC SAFETY**

This Memorandum of Understanding (MOU) related to the Avoid the 13 DUI holiday driving campaign (Avoid the 13) is entered into by and between the County of Santa Clara (COUNTY) and the City of Milpitas (AGENCY).

**RECITALS**

The COUNTY received grant funding from the California Office of Traffic Safety (OTS) that includes funding for allied law enforcement agencies to reduce alcohol-involved fatalities and injuries, and raise general public awareness regarding the problems associated with drinking and driving by increasing DUI enforcement and conducting intensive media campaigns on a county-wide basis; and

AGENCY is willing to participate in the Avoid the 13 campaign, allocate overtime hours to extra units, participate in forming special teams, conduct enforcement activities, and contribute to all public information elements of the campaign; and

AGENCY is willing to designate the Milpitas Police Department as the entity that will perform all law enforcement activities required in this MOU; and

Milpitas Police Department is willing to participate and fulfill AGENCY's obligations as specified in this MOU, and has voluntarily signed up for the enforcement activities specified in **Attachment A** of this MOU; and

"AGENCY" hereinafter is understood to refer to both the City of Milpitas and the Milpitas Police Department.

Now the parties agree as follows:

**1. TERM OF AGREEMENT**

Subject to compliance with the terms and conditions of the MOU, the term of this MOU shall be from **October 1, 2015** through **September 30, 2016**.

**2. OBLIGATIONS OF COUNTY**

- 2.1 COUNTY will be responsible for managing the Avoid the 13 grant funds.
- 2.2 COUNTY will set aside a budget for all enforcement activities that AGENCY is scheduled to perform as specified in **Attachment A** of this MOU; and will be

responsible for revising the budget if changes are made to AGENCY's scheduled activities.

- 2.3 COUNTY shall make every effort to keep AGENCY informed of all OTS programmatic, financial, and statistical requirements by disseminating information through all contact persons provided by AGENCY to the Avoid the 13 Grant Director.

### 3. OBLIGATIONS OF AGENCY

- 3.1 AGENCY will make every effort to perform all enforcement activities outlined in Attachment A of this MOU.
  - 3.1.1 If AGENCY is unable to perform a **Saturation Patrol**, AGENCY must either notify the Avoid the 13 Grant Director prior to the start of the enforcement activity or contact another law enforcement agency who can conduct the enforcement activity in its place.
    - 3.1.1.1 AGENCY shall notify the Avoid the 13 Grant Director as soon as possible if another law enforcement agency conducted the enforcement activity in its place.
    - 3.1.1.2 If AGENCY is unable to contact the Grant Director prior to the start of the enforcement activity or find another agency who can conduct the enforcement activity in its place, AGENCY must notify the Grant Director no later than the following day.
  - 3.1.2 AGENCY shall not conduct a **DUI/DL Checkpoint** prior to 1800 hours without the express written approval of OTS and the Grant Director.
- 3.2 AGENCY shall perform all Avoid the 13 enforcement activities on an overtime basis or as a pay job by a reserve officer.
  - 3.2.1 AGENCY shall only claim reimbursement for base salary overtime rates that shall not exceed \$120 per hour or actual pay job rates. AGENCY shall not include benefits, overhead, or other unallowable costs in its reimbursement claim.
  - 3.2.2 If AGENCY allows an officer to opt for comp time instead of getting paid for the overtime, AGENCY must also submit documentation to show that the cost is recognized in AGENCY's general ledger.
- 3.3 If requested by COUNTY, AGENCY will make every effort to assist in coordinating at least one NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training and/or encourage and support officers to attend the training.
- 3.4 If conducting a DUI/DL Checkpoint, AGENCY shall ensure that the checkpoint supervisor has attended the "DUI Checkpoints-Planning and Management" 8-hour, POST-certified training.
- 3.5 AGENCY will make every effort to encourage supervisors and officers to attend the "DUI Checkpoints-Planning and Management" 8-hour, POST-certified training.

- 3.6 AGENCY shall adhere to the OTS grant programmatic, financial, and statistical reporting requirements in order to qualify for reimbursement.
- 3.7 AGENCY acknowledges that OTS may revise its programmatic, financial, and/or statistical reporting requirements at any time; and that AGENCY, after being notified by COUNTY, will be required to adhere to those requirements in order to qualify for reimbursement, regardless of whether or not the new reporting requirement is stated in this MOU.
- 3.8 AGENCY is responsible for submitting all required documentation in a timely manner to the Grant Director in order to qualify for reimbursement.
- 3.9 AGENCY acknowledges that any equipment purchased using OTS grant funds is the property of OTS and must be labeled as such. Depending on the cost of the equipment, AGENCY may be required to maintain an equipment log and complete an OTS equipment reporting form annually.

The equipment log must include the following information:

- a) Date the equipment was received
- b) Manufacturer and description
- c) Model and year
- d) Identification number (Serial#, VIN, ID#, etc.)
- e) Location of equipment
- f) Total purchase price
- g) Total federal funds
- h) Current fair market value

#### 4. AGENCY BUDGET

- 4.1 The budget set aside for AGENCY is based on the type and number of law enforcement activities that AGENCY signed up for during each enforcement period, as specified in **Attachment A** of this MOU.
  - 4.1.1 If AGENCY does not use up its entire budget for a specific enforcement activity or enforcement period, the unused portion will be returned to the grant funding pool and will be re-purposed at the discretion of the Avoid the 13 Grant Director.
  - 4.1.2 If AGENCY fails to conduct a law enforcement activity as scheduled, funding for that law enforcement activity will be returned to the grant funding pool and may be transferred to another law enforcement agency's budget at the discretion of the Avoid the 13 Grant Director.
  - 4.1.3 **Attachment A** of this MOU represents the enforcement activities that AGENCY initially signed up for at the beginning of the grant period. The budget set aside for AGENCY may be revised based on Sub-sections 4.1.1 or 4.1.2 above, or to accommodate mutually agreed upon changes to AGENCY's scheduled law enforcement activities.
- 4.2 It is AGENCY's responsibility to ensure that costs for an enforcement activity does not exceed the maximum budget allowed.

4.2.1 Each DUI/Drivers License Checkpoint has a maximum budget of **\$11,500**.

- If AGENCY is hosting a DUI/DL Checkpoint, AGENCY may use part of the DUI/DL Checkpoint funds to get assistance from other law enforcement agencies. However, it is AGENCY's responsibility to ensure that costs incurred by AGENCY and other law enforcement agencies do not exceed the maximum budget.

4.2.2 Each DUI Saturation Patrol has a maximum budget of **\$900**.

- The DUI Saturation Patrol budget is based on approximately 8 hours of overtime, at an overtime salary rate that shall not exceed \$120 per hour.
- AGENCY may divide the \$900 budget for one Saturation Patrol into any number of Saturation Patrols, as long as the total cost for all Saturation Patrols does not exceed \$900. For example, instead of one 8-hour Saturation Patrol, AGENCY may conduct two 4-hour Saturation Patrols at a maximum cost of \$450 each. Or AGENCY may conduct three 3-hour Saturation Patrols at a cost of \$300 each.

4.2.3 Base salary overtime rates are limited to a maximum of **\$120**.

## 5. **TIMELINE FOR SUBMITTING INVOICES**

5.1 AGENCY must submit invoices to COUNTY, including all required invoice documentation, immediately after the end of each enforcement period. (Please see **Section 8** of this MOU.)

5.2 AGENCY must submit the final invoice to COUNTY no later than **September 19, 2016**.

5.2.1 It is AGENCY's responsibility to schedule all enforcement activities to ensure that all invoices, including all required invoice documentation, are received by COUNTY in a timely manner.

5.2.2 COUNTY will **not** reimburse AGENCY's enforcement costs if the invoice and all the required invoice documentation are received **after September 19, 2016**.

The deadline may be extended at the discretion of the Grant Director. AGENCY **must obtain written approval** from the Grant Director **prior to the submission deadline**.

5.2.3 COUNTY will not be responsible for delays in the receipt of reimbursement claims due to mail delivery, messenger services, or any other method of delivery. The responsibility for the timely delivery of reimbursement claims rests with AGENCY.

## 6. INVOICE REQUIREMENTS

Pursuant to OTS requirements, AGENCY must submit all required documentation in order to receive reimbursement for overtime costs.

- 6.1 **Saturation Patrol** – AGENCY must submit the following:
- a) Invoice
  - b) Reimbursement Log
  - c) Overtime Slip
  - d) Timesheet
  - e) (See Section 6.8 for Reserve Officers or use of COMP Time)
- 6.2 **Checkpoint** – AGENCY must submit the following:
- a) Invoice
  - b) Reimbursement Log
  - c) Overtime Slip
  - d) Timesheet
  - e) DUI/DL Checkpoint Roster (Host Agency only.)
  - f) (See Section 6.8 for Reserve Officers or use of COMP Time)
- 6.3 **Invoice:** (Please see **Exhibit #1**) The request for reimbursement must be in writing and must be written in AGENCY's letterhead. The invoice must include the following information:
- Invoice date
  - Invoice number
  - Total amount being claimed
  - Enforcement period (Please see Section 8 of this MOU)
  - Type of enforcement activity (e.g. saturation patrol, checkpoint, etc.)
  - Date of enforcement activity
  - Payee name and address
  - Attachments included with the invoice
  - Statement certifying accuracy of claim and that the amount being claimed does not include benefits, overhead costs, or other unallowable costs.
  - Name, signature, phone number, and email address of the person submitting the claim.
- 6.4 **Reimbursement Log:** (Please see **Exhibit #2**) The log must list all officers who participated in the enforcement activity and must indicate the date, time, total number of hours worked, rate of pay for each officer, and total cost for each officer.
- 6.4.1 AGENCY must submit a separate Reimbursement Log for Saturation Patrols and Checkpoints. Different enforcement activities cannot be combined in one Reimbursement Log.
- 6.5 **Overtime Slip:** The overtime slip must indicate the date, time, and total number of hours worked by the officer. The overtime slip must be signed by a supervisor.

- 6.6 **Timesheet:** The timesheet must cover the pay period in which the overtime was worked to show that the Avoid the 13 enforcement activity was worked as overtime and not during the officer's regular hours. The timesheet must include the following information:
- a) All the dates/hours worked by the officer, including regular hours
  - b) The date/hours worked by the officer for Avoid the 13
- 6.7 **Checkpoint Roster:** (Please see **Exhibit #3**) The host agency is responsible for ensuring that all officers participating in the checkpoint, including those from other agencies, sign the checkpoint roster.
- 6.5.1 A reimbursement request for any officer who did not sign the checkpoint roster will not be processed.
- 6.8 **Other Requirements:**
- 6.8.1 For Reserve Officers, AGENCY may submit documentation that indicates the Reserve Officer's pay job rate in lieu of a timesheet.
  - 6.8.2 If officer opts for comp time instead of overtime, AGENCY shall submit documentation that the officer's comp time is recognized in AGENCY's general ledger.
- 6.9 AGENCY shall submit invoices and all required invoice documentation to the following:
- a) Liza.Capulong@sheriff.sccgov.org
  - b) Rebecca.Logan@sheriff.sccgov.org

## 7. STATISTICAL REPORTING REQUIREMENTS

- 7.1 Immediately after completion of an enforcement activity, AGENCY shall fill out and submit to County an **Objective Data Points (ODP) form** to report all required statistical data.
- 7.1.1 **Saturation Patrols:** (Please see **Exhibit #4**) Fill out one form for each Saturation Patrol, for each officer (except in 2-man patrol cars). Do not combine different saturation patrols in one form.
  - 7.1.2 **Checkpoints:** (Please see **Exhibit #5**) The host agency is responsible for filling out the ODP form.
- 7.2 During the Winter, Memorial Day, and Summer enforcement periods, AGENCY shall submit a **Daily Reporting Form** to COUNTY's Public Information Officer by 0700 hours each day on a daily basis, regardless of whether or not the particular enforcement is funded by Avoid the 13 grant funds. (Please see **Exhibit #6**)

**8. ENFORCEMENT PERIODS**

- Halloween.....October 31, 2015
- NHTSA Winter Mobilization .....December 18, 2015 to January 3, 2016
- Super Bowl .....February 7, 2016
- St. Patrick's Day .....March 17, 2016
- Cinco de Mayo.....May 5, 2016
- Memorial Day Weekend .....May 27-30, 2016
- Independence Day Weekend .....July 1-4, 2016
- NHTSA Summer Mobilization .....August 19, 2016 to September 5, 2016
- Fairs, Festivals, and other Community Events .....To be determined by AGENCY

**NOTE:** All enforcement activities must be completed by September 5, 2016.

**9. Availability of Funds**

Payment for all services provided pursuant to this MOU is contingent upon OTS providing funding for the Avoid the 13 enforcement activities. In the event that COUNTY does not receive funding from OTS, COUNTY shall not be liable for any costs incurred by AGENCY in relation to the Avoid the 13 campaign.

**10. Liability**

AGENCY agrees to indemnify COUNTY and hold it harmless for any loss or damage suffered by COUNTY as a result of AGENCY's negligence or willful misconduct under this MOU.

COUNTY agrees to indemnify AGENCY and hold it harmless for any loss or damage suffered by AGENCY as a result of COUNTY's negligence or willful misconduct under this MOU.

**11. Records**

11.1 Access: Upon reasonable notice, AGENCY agrees to provide to COUNTY, the Sheriff's Office, any Federal or State department, or any authorized representatives and/or their appropriate audit agencies access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statues, rules and regulations, and this MOU to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this MOU, or until audit findings are resolved, whichever is greater.

11.2 Retention: COUNTY shall maintain and preserve in its possession all records relating to this MOU for a period of at least three (3) years from the termination date of this MOU, or until audit findings are resolved, whichever is greater.

**12. Compliance with Applicable Laws**

All services to be performed by COUNTY and AGENCY pursuant to this MOU shall be performed in accordance with all applicable Federal, State, County and Municipal laws,

ordinances and regulations. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

**13. Waiver**

No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

**14. Termination**

This MOU may be terminated by COUNTY or AGENCY at any time upon seven (7) days written notice to the other party.

**15. Survivability**

The rights and obligations set forth in this MOU concerning liability, record access, and record retention shall survive any termination or expiration of this MOU.

**16. Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature.

**17. Amendments**

This agreement may only be amended by a written instrument signed by the Parties.

**18. Totality of Memorandum of Understanding**

This instrument constitutes the entire agreement between COUNTY and AGENCY relative to the subject matter contained in this MOU. COUNTY and AGENCY expressly agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to all the subject of this MOU shall be of no force or effect.

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## Attachment A

Please note: This schedule is subject to change and may be updated from time to time, pursuant to Section 4 of this MOU.

### SATURATION PATROLS:

HALLOWEEN		
Campbell		\$ -
Gilroy		\$ -
Los Altos	1	\$ 900.00
Los Gatos		\$ -
Milpitas		\$ -
Morgan Hill		\$ -
Mountain View	1	\$ 900.00
Palo Alto		\$ -
San Jose State		\$ -
Santa Clara	1	\$ 900.00
Sunnyvale		\$ -

WINTER		
Campbell	3	\$2,700.00
Gilroy	5	\$4,500.00
Los Altos	4	\$3,600.00
Los Gatos	1	\$ 900.00
Milpitas	4	\$3,600.00
Morgan Hill	2	\$1,800.00
Mountain View	4	\$3,600.00
Palo Alto	5	\$4,500.00
San Jose State	2	\$1,800.00
Santa Clara	1	\$ 900.00
Sunnyvale		\$ -

SUPERBOWL		
Campbell		\$ -
Gilroy		\$ -
Los Altos		\$ -
Los Gatos	1	\$ 900.00
Milpitas		\$ -
Morgan Hill	1	\$ 900.00
Mountain View	1	\$ 900.00
Palo Alto		\$ -
San Jose State		\$ -
Santa Clara		\$ -
Sunnyvale		\$ -

ST. PATRICK'S		
Campbell		\$ -
Gilroy		\$ -
Los Altos		\$ -
Los Gatos		\$ -
Milpitas		\$ -
Morgan Hill	1	\$ 900.00
Mountain View		\$ -
Palo Alto	1	\$ 900.00
San Jose State		\$ -
Santa Clara	1	\$ 900.00
Sunnyvale		\$ -

CINCO DE MAYO		
Campbell		\$ -
Gilroy		\$ -
Los Altos	1	\$ 900.00
Los Gatos		\$ -
Milpitas	1	\$ 900.00
Morgan Hill		\$ -
Mountain View	1	\$ 900.00
Palo Alto	1	\$ 900.00
San Jose State		\$ -
Santa Clara	1	\$ 900.00
Sunnyvale		\$ -

MEMORIAL DAY		
Campbell	1	\$ 900.00
Gilroy	2	\$1,800.00
Los Altos	2	\$1,800.00
Los Gatos		\$ -
Milpitas	1	\$ 900.00
Morgan Hill		\$ -
Mountain View	2	\$1,800.00
Palo Alto	1	\$ 900.00
San Jose State	1	\$ 900.00
Santa Clara		\$ -
Sunnyvale		\$ -

INDEPENDENCE DAY		
Campbell		\$ -
Gilroy	2	\$1,800.00
Los Altos	2	\$1,800.00
Los Gatos		\$ -
Milpitas		\$ -
Morgan Hill		\$ -
Mountain View	2	\$1,800.00
Palo Alto	3	\$2,700.00
San Jose State		\$ -
Santa Clara		\$ -
Sunnyvale		\$ -

SUMMER/LABOR DAY		
Campbell	1	\$ 900.00
Gilroy	8	\$7,200.00
Los Altos	4	\$3,600.00
Los Gatos	1	\$ 900.00
Milpitas	2	\$1,800.00
Morgan Hill	2	\$1,800.00
Mountain View	6	\$5,400.00
Palo Alto	1	\$ 900.00
San Jose State	2	\$1,800.00
Santa Clara	6	\$5,400.00
Sunnyvale		\$ -

FAIRS/FESTIVALS/OTHER		
Campbell		\$ -
Gilroy		\$ -
Los Altos		\$ -
Los Gatos	2	\$1,800.00
Milpitas		\$ -
Morgan Hill		\$ -
Mountain View	5	\$4,500.00
Palo Alto		\$ -
San Jose State	2	\$1,800.00
Santa Clara	6	\$5,400.00
Sunnyvale		\$ -

**Attachment A (continued)**

**DUI/DL CHECKPOINTS:**

WINTER		
Campbell		\$ -
Gilroy		\$ -
Los Altos		\$ -
Los Gatos		\$ -
Milpitas		\$ -
Morgan Hill	1	\$11,500.00
Mountain View		\$ -
Palo Alto		\$ -
San Jose State		\$ -
Santa Clara		\$ -
Sunnyvale		\$ -

MEMORIAL		
Campbell		\$ -
Gilroy		\$ -
Los Altos		\$ -
Los Gatos		\$ -
Milpitas		\$ -
Morgan Hill		\$ -
Mountain View		\$ -
Palo Alto		\$ -
San Jose State		\$ -
Santa Clara	1	\$11,500.00
Sunnyvale		\$ -

SUMMER		
Campbell		\$ -
Gilroy		\$ -
Los Altos		\$ -
Los Gatos		\$ -
Milpitas	1	\$11,500.00
Morgan Hill		\$ -
Mountain View		\$ -
Palo Alto		\$ -
San Jose State		\$ -
Santa Clara		\$ -
Sunnyvale		\$ -



AGENCY LETTERHEAD

INVOICE

Date Submitted: August 1, 2015

Invoice Number: SO-12345

Total Amount Claimed: \$11,500

Enforcement Period: Independence Day

Enforcement Date(s): July 4, 2015

Type of Enforcement: DUI/DL Checkpoint

Pay to: XX Police Department

Send Payment To: 123 Washington Street, San Jose, CA 95110

- Attachments Included:
- DUI Enforcement Activities Reimbursement Log
  - Overtime Slip(s)
  - Timesheet
  - Checkpoint Roster

This is a request for reimbursement for the enforcement activity noted above. I hereby certify that this reimbursement claim, including all supporting documentation, are true and correct; and that the overtime salary costs being claimed do not include benefits, overhead costs, or other unallowable costs.

Name

Signature

Phone Number

Email

Person to contact about invoice (if different from above):

Name

Phone Number





**Exhibit #4**

Please submit this form immediately after each Saturation Patrol to:  
**Liza.Capulong@sheriff.sccgov.org** and **Rebecca.Logan@sheriff.sccgov.org**

**AVOID THE 13 - OBJECTIVE DATA POINTS  
for SATURATION PATROL**

Please fill out one form for each saturation patrol, for each officer (except in 2-man patrol cars).  
Do not combine different saturation patrols in one form.

- A. Date of Saturation Patrol (Please list start date only.)
- B. Start and EndTime of Saturation Patrol
- C. List name of officer or officers (if 2-man car) who conducted the Saturation Patrol:
- D. Number of Vehicle Stops Made
- E. Number of Field Sobriety Tests Administered
- F. Number of DUI Arrests (**Alcohol Only**) VC 23152 a, b, d, & VC 23140
- G. Number of Drug Arrests (**Drug Only**) VC 23152 e
- H. Number of DUI Arrests (**Alcohol/Drug Combination**) VC 23152 f
- I. Number of Drug Arrests (**Possession, Transportation, Sales**)
- J. Number of Criminal Arrests (**Felony In Custody**)
- K. Number of Recovered Stolen Vehicles
- L. Number of Suspended/Revoked Drivers' Licenses
- M. Number of All Other Arrests/Citations:

Agency Name: \_\_\_\_\_

Reporting Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Submission Date: \_\_\_\_\_

**SAMPLE ONLY**

**Exhibit #5**

**HOST AGENCY: Please submit this form immediately after the Checkpoint to:  
Liza.Capulong@sheriff.sccgov.org and Rebecca.Logan@sheriff.sccgov.org**

**AVOID THE 13 - OBJECTIVE DATA POINTS  
for DUI/DL CHECKPOINTS**

- A. Date of Checkpoint (Please list start date only):
- B. Location of Checkpoint:
- C. Number of Vehicles through Checkpoint
- D. Number of Drivers Contacted at Checkpoint
- E. Number of Field Sobriety Tests Administered
- F. Number of DUI Arrests (**Alcohol Only**) VC 23152 a, b, d, and VC 23140
- G. Number of Drug Arrests (**Drug Only**) VC 23152 e
- H. Number of DUI Arrests (**Alcohol/Drug Combination**) VC 23152 f
- I. Number of Drug Arrests (**Possession, Transportation, Sales**)
- J. Number of Criminal Arrests (**Felony In Custody**)
- K. Number of Recovered Stolen Vehicles
- L. Number of Suspended/Revoked Drivers' Licenses at Checkpoint
- M. Number of All Other Arrests and Citations at Checkpoint:
- N. Number of Vehicle Impounds at Checkpoint (30-day Impounds only):

Agency Name: \_\_\_\_\_  
Reporting Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Submission Date: \_\_\_\_\_

SAMPLE ONLY

**Exhibit #6**

Please submit this form every day of the campaign to the Sheriff's Office by 0700 hours each morning to:  
**James.Jensen@sheriff.sccgov.org**

Reporting periods are midnight to midnight. The first report is due Saturday morning on MAY 28, 2016.

**AVOID THE 13 - MEMORIAL DAY WEEKEND HOLIDAY DUI CRACKDOWN  
 DAILY REPORTING FORM**

0001 hrs Friday, MAY 27, 2016 - to - 2400 hrs Monday, MAY 30, 2016

Agency Name:

Person Doing Reporting:

Telephone Number (Direct Line):

Direct Email Address:

Reporting Dates / Time	DUI Arrests	Injury DUI TC's	# of Injuries	Fatal DUI TCs	# of Fatalities	DUI Warrant Arrests
START DATE: <b>Friday, MAY 27, 2016</b> TIME: <b>0001 to 2400 hours</b> DUE BY: Saturday, May 28 at 0700 hrs						
START DATE: <b>Saturday, MAY 28, 2016</b> TIME: <b>0001 to 2400 hours</b> DUE BY: Sunday, MAY 29 at 0700 hrs						
START DATE: <b>Sunday, MAY 29, 2016</b> TIME: <b>0001 to 2400 hours</b> DUE BY: Monday, MAY 30 at 0700 hrs						
START DATE: <b>Monday, MAY 30, 2016</b> TIME: <b>0001 to 2400 hours</b> DUE BY: Tuesday, MAY 31 at 0700 hrs						

**SAMPLE ONLY**

City of Milpitas, California

**BUDGET CHANGE FORM**

Type of Change	From		To	
	Account	Amount	Account	Amount
<b>Check one:</b>  <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	100-3577	\$18,700	100-722-4113	\$18,700

**Explain the reason for the budget change:**

**Background:**

The County of Santa Clara is administering the 2016 Avoid the 13 grant program that offers grant funds from the California Office of Traffic Safety to reimburse law enforcement agencies for overtime expenditures specifically directed towards Driving Under the Influence (DUI) enforcement. The goals of the program are to apprehend drunk drivers and to reduce the number of people killed or injured in alcohol-related collisions. The City of Milpitas has been approved for a grant of \$18,700.00 to conduct DUI saturation patrols and a DUI checkpoint on an overtime basis in conjunction with the countywide Avoid the 13 program between October 1, 2015 and September 30, 2016.

**Financial Impact:** None – The overtime expenditures will be reimbursed by the grant.

**Recommendation:**

- 1) Authorize the Chief of Police to execute the agreement with the County of Santa Clara for the 2016 Avoid the 13 grant program.
- 2) Approve a budget appropriation in the amount of \$18,700 to the Police Department overtime budget as a result of the 2016 Avoid the 13 grant program

**Check if City Council Approval required.**

Itemization of funds, if needed:		Amount
<b>Requested by:</b>	Daryl Sequeira, Police Commander	<b>Date:</b>
<b>Department Head:</b>	Steve Pangelinan, Chief of Police	<b>Date:</b>
<b>Reviewed by:</b>	<b>Finance Director:</b> 	<b>Date:</b> 11/6/15
<b>Approved by:</b>	<b>City Manager:</b>	<b>Date:</b>
<b>Date approved by City Council, if required:</b>		<b>Confirmed by:</b>