

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE ON

001551

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT): POLICE DEPARTMENT

3. DATE: May 31, 2007

4. SUBJECT: "ARRIVE ALIVE" DUI PREVENTION: SDPD GRANT SUBCONTRACT WITH CALIFORNIA HIGHWAY PATROL

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.)
Donna J. Warlick/619-531-2221/704A

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.)
Mark McCullough/858-495-7822/732

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	100		
DEPT.	110		
ORGANIZATION	100		
OBJECT ACCOUNT			
JOB ORDER	196723		
C.I.P. NUMBER			
AMOUNT	\$17,500.00		

9. ADDITIONAL INFORMATION / ESTIMATED COST:
The California Highway Patrol has received a grant from the California Office of Traffic Safety to implement a DUI enforcement project. The grant includes approximately \$17,500.00 for SDPD officer overtime for related DUI enforcement projects. There is no requirement for matching funds or to continue project related expenditures, services or activities after grant funding is exhausted or terminated.

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	W.A. Maher	6/18/07	8	CHIEF OPERATING OFFICER	[Signature]	7/11/07
2	ENVIRONMENTAL ANALYSIS	Allison Sherwood	6-21-07	9	ORIGINATING DEPARTMENT	[Signature]	7-11-07
3	EOCP	[Signature]	6-22-07	10	CITY ATTORNEY	Mary Musca	7-13-07
4	LIAISON OFFICE	[Signature]	7/5/07				
5	FINANCIAL MGMT	[Signature]	7/6/07		DOCKET COORD	[Signature]	
6	AUDITOR	[Signature]	07/10/07		COUNCIL PRESIDENT	[Signature]	
7	DEPUTY CHIEF OPERATING OFFICER	[Signature]	07/11/07				

COUNCIL LIAISON: [Signature]
COUNCIL DATE: 7/31/07
 CONSENT
 SPOB
 ADOPTION
 REFER TO: _____

11. PREPARATION OF: RESOLUTION(S) ORDINANCE(S) AGREEMENT(S) DEED(S)

- Authorize the City of San Diego to enter into an Agreement with the Department of California Highway Patrol to participate in a grant project funded by the California Office of Traffic Safety.
- Authorize the City Auditor and Comptroller to appropriate and expend approximately \$17,500 for this action.
- Authorize the Chief of Police to manage and direct the participation of the San Diego Police Department in this program.

11A. STAFF RECOMMENDATIONS:
APPROVE THE ACTIONS IN BOX 11.

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): ALL

COMMUNITY AREA(S): ALL

ENVIRONMENTAL IMPACT: This activity is not a "project" and therefore is exempt from CEQA pursuant to the state guidelines section 15060 (c) (2).

HOUSING IMPACT: NONE

OTHER ISSUES: PLEASE SEND A COPY OF THE FINALIZED RESOLUTION TO DONNA WARLICK, MS. 704A

This grant is referred to by OTS as "Arrive Alive," "Stop DUI," and the "I-5/I-805 DUI Corridor" grant program. For simplicity, these documents use the term "Arrive Alive." However, any current or future documents bearing any of the above titles shall be considered to be incorporated into this authority.

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EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: May 31, 2007

REPORT NO:

ATTENTION:

ORIGINATING DEPARTMENT: POLICE DEPARTMENT

SUBJECT: "ARRIVE ALIVE"¹ DUI PREVENTION: SDPD GRANT SUBCONTRACT WITH CALIFORNIA HIGHWAY PATROL

COUNCIL DISTRICT(S): ALL

CONTACT/PHONE NUMBER: Mark McCullough/858-495-7822

REQUESTED ACTION:

1. Authorize the City of San Diego to enter into an Agreement with the Department of California Highway Patrol to participate in a grant project funded by the California Office of Traffic Safety.
2. Authorize the City Auditor and Comptroller to appropriate and expend the grant funds.
3. Authorize the Chief of Police to manage and direct the participation of the San Diego Police Department in this program.

STAFF RECOMMENDATION: Authorize the requested actions.

EXECUTIVE SUMMARY: The California Highway Patrol (CHP) has received a grant from the California Office of Traffic Safety (OTS) for an "Arrive Alive" program. The grant is designed to reduce the number of alcohol related collisions, fatalities and injuries by targeting DUI enforcement details in the traffic corridor of I-5 and I-805 from the Mexican border through the entire city.

The grant provides funds for overtime for San Diego Police Department officers to participate in joint projects with CHP and other allied law enforcement agencies, and to conduct its own enforcement details.

In order to facilitate this, the City of San Diego wishes to enter into an Agreement with CHP under this grant to fund SDPD Officer overtime for participating in the DUI enforcement operations.

¹ This grant is referred to by OTS as "Arrive Alive," "STOP DUI," and the "I-5/I-805 DUI Corridor" grant program. For simplicity, these documents use the term "Arrive Alive." However, any current or future documents bearing any of the above titles shall be considered to be incorporated into this authority.

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FISCAL CONSIDERATIONS: The San Diego Police Department will be reimbursed for overtime incurred by police officers participating in the enforcement details. All costs of this expenditure are grant funded. No City funds are required. There is no requirement to continue grant-funded activities, expenditures or programs after grant funds are depleted or terminated. Federal law requires that these funds supplement and not supplant funds otherwise available to law enforcement.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

An agreement between the Department of California Highway Patrol and the City of San Diego was signed and entered into on May 4, 2007 by Purchasing and Contracting Deputy Director Tammy Rimes. It was believed Ms. Rimes' authority was sufficient to implement this Agreement. However, because the Agreement is funded by a grant, the City Auditor requires a Council Resolution.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The campaign will be conducted throughout the city with public outreach achieved through a media campaign prior to initiation of the "Arrive Alive" program.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders are NHTSA, OTS, CHP, the San Diego Police Department and the driving public. The projected impact of a DUI enforcement campaign is a reduction in serious injury or fatal traffic collisions.



William M. Lansdowne
Chief of Police
Originating Department



Jill Olen
Deputy Chief Operating Officer
Public Safety/Homeland Security

001555

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

WHEREAS, the California Highway Patrol (CHP) has received a grant from the California Office of Traffic Safety (OTS) to operate, administer and coordinate a program titled, "Arrive Alive,"¹ the purpose of which is to conduct DUI enforcement projects, especially along the I-5 and I-15 corridors, and extending City-wide; and

WHEREAS, the San Diego Police Department (SDPD) wishes to enter into an agreement with the CHP to participate in this program; and

WHEREAS, CHP has allocated approximately \$17,500 in grant funds for SDPD officer overtime to permit SDPD to participate in the program as part of a statewide DUI enforcement campaign; NOW THEREFORE,

BE IT RESOLVED, that the SDPD and Deputy Director of Purchasing and Contracting are authorized to enter into an agreement with CHP for the purpose of receiving funds for officer overtime in conjunction with CHP's statewide DUI enforcement campaign.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller are authorized to accept, appropriate and expend these grant funds from the CHP related to the "Arrive Alive" program.

¹ This grant is referred to by OTS as "Arrive Live," STOP DUI," and the "I-5/I-805 DUI Corridor" grant program. For simplicity, these documents use the term "Arrive Alive." However, any current or future documents bearing any of the above titles shall be considered to be incorporated into this authority.

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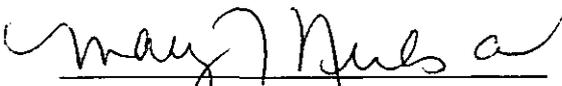
BE IT FURTHER RESOLVED, that the Chief of Police be, and is hereby, authorized and empowered by the Council of the City of San Diego, for and on behalf of the City of San Diego, to manage the grant funds and program for the purposes stated above.

BE IT FURTHER RESOLVED, that this authority includes the execution of all aspects of fund and program operation; and that this authority includes any amendments, extensions, augmentations, or renewals of funding from the State of California via CHP, so long as there are no material changes to the scope and effort of the grant activities; and to certify that the City will comply with all applicable statutory or regulatory requirements.

BE IT FURTHER RESOLVED, that this authorization shall be valid for a period of up to five years, provided funding is made available by the State government.

BE IT FURTHER RESOLVED that any resources received hereunder shall not be used to supplant expenditures controlled by this body.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Mary T. Nuesca
Deputy City Attorney

MTN:lb
07/13/2007
Or.Dept: Police
R-2008-63

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(R-2008-63)

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

STANDARD AGREEMENT

STD. 213 (Rev 6/03) (CHP Automated)

CSU Initial: B.C.

AGREEMENT NUMBER	6C645002-0
REGISTRATION NUMBER	

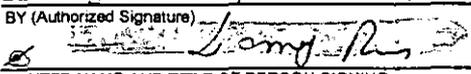
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- This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
 Department of California Highway Patrol
CONTRACTOR'S NAME
 San Diego Police Department
- The term of this Agreement is: 04/01/2007 through 03/31/2009
- The maximum amount of this Agreement is: \$17,500.00
 Seventeen Thousand Five Hundred Dollars And Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

- Exhibit A - Scope of Work 1 page(s)
 - Exhibit B - Budget Detail and Payment Provisions 1 page(s)
 - Exhibit C* - General Terms and Conditions GTC 307
- Check mark one item below as Exhibit D:
- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)
 - Exhibit - D* Special Terms and Conditions page(s)
- Exhibit E - Additional Provisions page(s)

Items shown with and Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language/default.html

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL IN ACCORDANCE WITH THE STATE ADMINISTRATIVE MANUAL <input type="checkbox"/> Exempt per:
<small>CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)</small>		
San Diego Police Department - PURCHASING & CONTRACTING		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 5/4/07	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> TAMMY RIMES, Deputy DIRECTOR		
<small>ADDRESS</small> 9265 Aero Drive San Diego CA 92123		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> Department of California Highway Patrol		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> T. Anderson Business Manager		
<small>ADDRESS</small> P.O. Box 942898, Sacramento, CA 94298-0001		

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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Department of California Highway Patrol (CHP) agrees to reimburse the San Diego Police Department (SDPD) for DUI enforcement activities rendered on Interstates 5 and 805 in San Diego County between mile post marker (MPM) 0.09 and 30.68 on I-805, and between MPM 0.49 and 28.50 on I-5. Overtime reimbursement to include salary and overtime benefits for uniformed personnel (sworn investigative peace officers); it will not cover overhead or indirect costs. SDPD is to submit to CHP San Diego Area the number and types of DUI-related citations, collisions, and arrests made within their jurisdiction during the overtime enforcement between 4/1/2007 and 3/31/2009. SDPD is to submit invoices printed on SDPD agency letterhead for uniformed personnel deployed pursuant to this grant. Data will include the project number (AL0740), dates and the number of hours deployed. (cont.)

2. The services shall be performed at: If checked see attached for additional service locations
the locations identified in Item #1, above.

(cont.)

Requested information may be submitted monthly or quarterly; however, the final invoice must be received no later than 6/1/2009.

3. The services shall be provided during:
the hours agreed upon by the parties hereto.

4. The project representatives during the term of this agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		San Diego Police Department	
NAME		NAME	
O'phelia Torpey		Sgt. Leonard Flake	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 657-7222	(916) 452-3151	(858) 495-7825	(858) 495-7862

Direct all inquiries to:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		San Diego Police Department	
SECTION/UNIT		SECTION/UNIT	
Special Projects Section			
ATTENTION		ATTENTION	
O'phelia Torpey		Sgt. Leonard Flake	
ADDRESS		ADDRESS	
2555 First Avenue, Sacramento, CA 95818		9265 Aero Drive, San Diego, CA 92123	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 657-7222	(916) 452-3151	(858) 495-7825	(858) 495-7862

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**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: O'phelia Torpey
Office: Special Projects Section - 052
Address: 2555 First Avenue
Sacramento, CA 95818

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Rate Schedule

Total amount of this Agreement shall not exceed Seventeen Thousand Five Hundred Dollars and No Cents (\$17,500.00). Federal grant #AL0740 is the funding source for this project.

FY 06/07 - \$1,625.00 FY 07/08 - \$11,005.00 FY 08/09 - \$4,870.00 = \$17,500.00