

# CITY COUNCIL STAFF REPORT

DATE:

September 8, 2010

CONSENT

**AGENDA** 

SUBJECT:

ACCEPTANCE OF \$165,000.00 IN GRANT FUNDING FROM THE

CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FOR A DUI ENFORCEMENT AND AWARENESS PROJECT TO BE USED TO ENFORCE, EDUCATE, AND BRING AWARENESS TO THE PUBLIC.

FROM:

David Ready, City Manager

BY:

Palm Springs Police Department

## **SUMMARY**

It is recommended that the City Council authorize the City Manager to accept \$165,000.00 in OTS grant funding for the Police Department to utilize for a DUI Enforcement and Awareness project. The total grant amount will be \$165,000.00. The grant funds will be used to conduct DUI checkpoints, conduct saturation patrols, warrant sweeps, court compliance checks, stakeouts, multimedia presentations at our local schools, and acquire equipment which is used to prevent DUI violations.

#### RECOMMENDATION:

- 1. Accept \$165,000.00 in grant funding from the California Office of Traffic Safety for a DUI Enforcement and Awareness Project.
- 2. Authorize the City Manager to execute all necessary documents.

# STAFF ANALYSIS:

The Police Department rigorously enforces Driving Under the Influence (DUI) laws by conducting DUI checkpoints, saturation patrols, warrant sweeps, court compliance checks, stakeouts, and developing awareness programs such as multimedia presentations at our local schools. These projects are labor intensive and thus expensive. The Police Department plans to conduct 88 special operations during this

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September 8, 2010 -- Page 2
Accept \$165,000.00 in OTS Grant Funding 2010-2011

grant period. The department has been successful in obtaining grant funding to pay for the personnel and equipment costs for these programs.

The Police Department was able to successfully solicit OTS grant funding for this community safety project and was awarded \$165,000.00 in grant funding.

This grant period is for a DUI Enforcement and Awareness project between 10/1/10 and 9/30/11.

## **FISCAL IMPACT**:

No fiscal impact. This is a reimbursable costs grant program. No matching funds are required to obtain this additional grant funding.

David G. Dominguez, Police Chief

David H. Ready, City Manager

Attachments:

**OTS Grant Agreement AL1193** 



#### State of California

# OFFICE OF TRAFFIC SAFETY GRANT AGREEMENT

**GRANT NUMBER AL1193** 

PAGE 1 (To be completed by applicant Agency)

**GRANT TITLE** 

## DUI ENFORCEMENT AND AWARENESS PROGRAM

2. NAME OF APPLICANT AGENCY CITY OF PALM SPRINGS

GRANT PERIOD

Month - Day - Year

AGENCY UNIT TO HANDLE GRANT

PALM SPRINGS POLICE DEPARTMENT

From: 10/01/2010 To:

09/30/2011

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. Through warrant service details, the police department will target repeat DUI violators who failed to appear in court or violate probation. In addition, special enforcement operations to reduce the number of motorcyclists killed and injured in traffic collisions will be conducted on an overtime basis. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

7. APF	PROVAL SIGNATURES	•				
A. GRANT DIRECTOR			B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY			
NAME:	David Dominguez	PHONE: 760-323-8126	NAME:	David Ready	PHONE: 760-323-8201	
TITLE:	Chief of Police	FAX: 760-323-8178	TITLE:	City Manager	FAX: 760-323-8207	
ADDRESS:	200 South Civic Drive Palm Springs, CA 92262		ADDRESS:	3200 East Tahquitz Canyon Palm Springs, CA 92262	Way	
E-Mail:	David.Dominguez@palms	orings-ca.gov	E-MAIL:	David.Ready@palmsprings-	-ca.gov	
	(Signature)	(Date)		(Signature)	(Date)	
<b>C.</b>	FISCAL OR ACCOUNTING OFFI	CIAL	D. 6	OFFICE AUTHORIZED TO RECE	IVE PAYMENTS	
	Goeffrey Kiehl	PHONE: 760-323-8221	NAME:	Finance Department		
NAME:	Goeffrey Kiehl Finance Director		NAME:	Finance Department		
NAME: FITLE: Address:	Finance Director	PHONE: 760-323-8221  FAX: 760-323-8320	NAME: Address:	Finance Department  3200 East Tahquitz Canyon Palm Springs, CA 92262	Way	

(Date)

(Signature)

GRANT NO: AL1193

## GRANT DESCRIPTION

Page 1

GRANT TITLE: DUI ENFORCEMENT AND AWARENESS PROGRAM

AGENCY: PALM SPRINGS 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.

		006		2007			2008					
	Collisions  8  423		Victims 8 626		Collisions 6 444		<b>Victims</b> 9 669		Collisions 8 322		<b>Victims</b> 9 498	
Fatal												
Injury												
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol Involved	7	85	8	62	5	64	5	64	5	55	6	64
Hit & Run	1	167	0	26	1	50	1	50	1	42	1	62
Nighttime (2100-0259 hours)	4	74	4	150	2	66	2	66	3	57	5	75

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

1. 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.

The City of Palm Springs is an international destination resort community with an international airport and an estimated 2.5 million visitors each year. Our census population varies between 43,500 full-time residents, an additional 22,000 seasonal winter residents, to over 100,000 persons staying in the city on a holiday winter weekend. We have a historical problem with impaired drivers who are involved in traffic collisions. An estimated 67% of our fatality collisions involve a driver who was impaired. Many of these DUI collisions occur after impaired drivers leave the downtown entertainment district area. These collisions occur at all hours of the day, but are most frequent during late evenings or early mornings just after bar closing time.

Our data indicates that 41% of the drivers involved in injury or fatal alcohol related collisions were unlicensed, many of which were as a result of a previous alcohol related offense.

21% (previous year was 28%) of the DUI arrests made in this period were made as a result of responding to traffic collision.

2. 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 #: <u>AL1021</u>; # of Checkpoints: <u>4</u> (Not AVOID) AVOID the <u>30</u>; # of Checkpoints: <u>0</u> (In your jurisdiction)

GRANT No: AL1193

## **GRANT DESCRIPTION**

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Mini-Grant #: na; # of Checkpoints: 0

# of Department Funded Checkpoints: 0 (Not OTS Funded)

Additional Information: We sent officers to participated in two Avoid the 30 checkpoints in La Quinta, one more in Desert Hot Springs, and deployed five separate times on Avoid the 30 saturation patrols in Palm Springs.

3. What is the average number of DUI arrests and vehicles impounded per checkpoint?

4

- 4. Does your agency participate in an AVOID DUI program? Yes
  - a. AVOID the 30 DUI Campaign in Riverside County
- 5. What percent of your DUI arrests between October 1, 2008 and September 30, 2009 were made as a result of a collision?

21 percent.

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

We have about a 20 percent failure to appear rate for DUI arrests. We add these subjects to our warrant sweep list each quarter. They are usually the first to come back to jail. Violation of DUI probation is non-existant due to the terms and unsupervised structure of DUI probation.

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

We have an estimated 300 outstanding DUI wanted suspects in Palm Springs. We conducted quarterly warrant sweep to locate and apprehend these subjects.

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

Our entire Traffic Unit staff of seven officers has received extensive SFST training. We have one of only two Drug Recognition Expert in the Coachella Valley. An additional 25% of our total compliment of 96 officers has received this valuable 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?

We have a \$125.00 VTACR fee that is charged to the owner of a stored vehicle. The funding goes directly into the general funds and is used to fund another Police Services Officer who handles vehicle storage releases and paperwork.

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## **GRANT DESCRIPTION**

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#### 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.
- 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.
- 9. To reduce the number of motorcyclists killed in traffic collisions.
- 10. To reduce the number of motorcyclists injured in traffic collisions.
- 11. To reduce the number of motorcyclists killed in alcohol-involved collisions.
- 12. To reduce the number of motorcyclists injured in alcohol-involved 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. If there are circumstances which would make the issuance of a kick-off press release more appropriate at a different time, consult with your OTS Coordinator.
- 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." If use of the standard funding language presents a problem or interferes with the readability or easy comprehension of the traffic safety message, consult with your

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## **GRANT DESCRIPTION**

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OTS Coordinator.

- 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 issue a press release prior to each motorcycle safety enforcement operation to raise awareness about motorcycle safety in general and to draw attention to the motorcycle safety enforcement operations. The press releases and media advisories, alerts, and materials must be forwarded to the Office of Traffic 14-Safety (OTS) Public Information Officer at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a> and copied to your OTS Coordinator for approval days prior to the issuance date of the release.
  - 5. To submit an application for the California Law Enforcement Challenge (<a href="http://www.chp.ca.gov/clec/index.html">http://www.chp.ca.gov/clec/index.html</a>) to CHP and a copy to OTS by March 25, 2011:

California Law Enforcement Challenge 601 North 7th Street Sacramento, CA 95811 Gate C

Attention: Special Projects Section (063)
California Office of Traffic Safety
2208 Kausen Dr. Suite 300
Elk Grove, CA 95758
Attention: Regional Coordinator

- 6. To conduct Standardized Field Sobriety Testing (SFST) training for 4 officers by March 31, 2011.
- 7. To conduct <u>8</u> 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.

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# **GRANT DESCRIPTION**

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- 8. To conduct <u>72</u> DUI saturation patrols by September 30, 2011.
- 9. To conduct <u>8</u> highly publicized "Motorcycle Safety DUI Saturation Patrol(s)" in areas or during events with motorcycle incidents or collisions resulting from DUI drivers/motorcyclists by September 30, 2011.
- 10. To conduct <u>4</u> warrant service operations targeting multiple DUI offenders who violate probation terms or fail to appear in court by September 30, 2011.
- 11. 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.
- **12.** To conduct <u>4</u> Multi-Media Presentations at <u>4</u> local high school(s) impacting \_\_\_\_ students 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)

- 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.
- 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)

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## **GRANT DESCRIPTION**

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• 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 Palm Springs Police Department, and the City of Palm Springs, and every effort will be made to continue the activities after the grant conclusion. The the City of Palm Springs City Council has endorsed this grant by resolution.

## GRANTS MADE EASY - DUI Overtime SCHEDULE B - PAGE 2 DETAILED BUDGET ESTIMATE

## GRANT NO. AL1193

	FISC	FISCAL YEAR ESTIMATES			
COST CATEGORY  D. EQUIPMENT	FFY - 1 10/1/2010 Thru 9/30/2011			TOTAL COST TO GRANT	
				\$0.00	
				0.00	
				0.00	
				0.00	
				0.00	
Category Sub-Tota	\$0.00	·		\$0.00	
E. OTHER DIRECT COSTS					
	<u> </u>			21	
Checkpoint suppplies (ITC control devices etc)	4,999.00			\$4,999.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
		•		0.00	
Category Sub-Total	\$4,999.00			\$4,999.00	
F. INDIRECT COSTS				-	
None	\$0.00			\$0.00	
Category Sub-Total	\$0.00			\$0.00	
GRANT TOTAL	\$16,500.00			\$165,000.00	

GRANT NO. AL1193

## **BUDGET NARRATIVE**

Page 1

#### **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 \$40.14/hr to \$78.26/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.

**Maximum Overtime Benefit Rate** 

Unemployment Insurance	.5%
Social Security/FICA (OASDI)	1.45%
Workers Compensation	11.93%
Medicare	0%
State Disability/SDI	. 0%
(enter name and % of additional overtime benefit)	0%
(enter name and % of additional overtime benefit)	0%
Total Benefit Rate	13.43%

#### 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 the 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:**

**Phlebotomist costs** - Funds will be used to pay a Phlebotomist to be present during 8 DUI/Drivers License Checkpoints and DUI Saturation Patrols to draw blood and collect "breath tests" from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law. *Note: OTS funds will not be used for "testing" of the evidence* 

# GRANT No. AL1193

## **BUDGET NARRATIVE**

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**Checkpoint Set-ups-** Palm Springs will contract with company which will assist with preparation and set-up for 8 checkpoints. Preparation will include the setting up of signage, lighting, and cones.

**Multi-Media Presentation(s)** – will provide 4 high impact traffic safety presentations using three large screens in a cinematic movie production platform to convey the message to high school aged teens about the consequences of drinking and driving, distracted driving and making the right choices when they are behind the wheel.

### **EQUIPMENT**

None

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

**DUI Checkpoint Supplies** – On-scene supplies are needed to appropriately conduct sobriety checkpoints. Items included are cones, checkpoint signage, a maximum of 10 vests, portable generator, lighting, reflective banners, flares, PAS device supplies, portable heater, fan and canopy. *Note:* Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

#### **INDIRECT COSTS:**

None

#### **PROGRAM INCOME:**

There will be no program income generated from this grant.

APPLICANT AGENCY	OTS GRANT NUMBER
Palm Springs PD	AL1193

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.
4. Schedule B-1 – Budget Narrative	GPM available on-line at www.ots.ca.gov)

## **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	
GRANT DIRECTOR'S SIGNATURE	· · · · · · · · · · · · · · · · · · ·	DATE EXECUTED	
TITLE			
AUTHORIZING OFFICIAL'S NAME		EXECUTED IN THE COUNTY OF	
AUTHORIZING OFFICIAL'S SIGNATURE		DATE EXECUTED	
>			
TITLE			

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