



CITY OF RAPID CITY

Engineering Services

300 Sixth Street
Rapid City, SD 57701-2724

Telephone: (605) 394-4154 FAX: (605) 394-6636

MEMORANDUM

LF051607-10

TO: Legal & Finance Committee/Common Council

FROM: Robert Ellis, P.E., P.T.O.E.
City Engineer

THROUGH: Dirk Jablonski, P.E.
Director of Public Works

SUBJECT: Highway Safety Task Grant Agreement
Rapid City Pedestrian Safety Campaign

DATE: May 8, 2007

BACKGROUND

1. Staff, working on behalf of the Mayor's Safe Streets Committee and with the approval of the Common Council (01/02/07) applied for a South Dakota Highway Safety Task Grant in the amount of \$21,200.
2. On April 1, 2007, the Office of Highway Safety advised the City that the application was approved and requested City approval and signature of the attached Highway Safety Task Grant Agreement. The Agreement has been reviewed by the City Attorney's office and was acceptable.

REQUESTED ACTION

3. Council approval of the Highway Safety Task Grant Agreement and designation of a signatory.

Attachment



EQUAL OPPORTUNITY EMPLOYER

Project Agreement

Whereas the City of Rapid City will be conducting and administering a Traffic Enforcement Program and

Whereas funding to assist with this project will be provided through Highway Safety and OJJDP funds, and

Whereas the **Department of Public Safety, Office of Highway Safety**, has been designated by Governor Rounds as the State agency responsible for administration of these funds

it is hereby agreed that:

- 1) This agreement will be effective from April 1, 2007 through September 30, 2007.
- 2) A maximum of \$21,200 will be made available for implementation of this project.
- 3) Federal funds will not be used to supplant state or local funds.
- 4) The Office of Highway Safety will make payments to the City of Rapid City through the use of a voucher. Funds are reimbursement based.
- 5) The City of Rapid City agrees to:
 - a) Provide a plan of action for the project including specific goals, objectives, evaluation component and a timeframe for implementation. Reference "Appendix A"
 - b) Cooperate with the Office of Highway Safety to ensure compliance with all financial and administrative requirements set forth in the effective edition of the South Dakota Highway Safety Task Directors Manual.
 - c) Comply with the audit requirements of OMB Circular A-133:

If the audit disclosed findings or recommendations, the Division must also include a corrective action plan, in the audit report package, that contains the following:

- i) The name and number of the contact person responsible for the corrective action plan.
- ii) Specific steps taken to comply with the recommendations.
- iii) Timetable for performance and/or implementation dates for each recommendation.
- iv) Descriptions of monitoring to be conducted to ensure implementation.

Submit audit report packages and the appropriate number of copies as defined in OMB Circular A-133 § .320, no later than nine (9) months after the close of each fiscal year during the term of the award. Audit reports shall be submitted to the Office of Highway Safety.

Certifications and Assurances

It is hereby understood that this application and attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this application and attachments, taken as a whole. This agreement is based on guidelines found in the Common Rule, OMB Circular A-102, in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

- 1) Reports – The Contractor shall submit quarterly reports, a final report at end of project, and submit special reports as outlined in the Highway Safety Task Directors Manual.
- 2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but the SDOHS reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by the SDOHS, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the SDOHS. Any discovery or invention derived from work performed under this project shall be referred to the SDOHS, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required protecting the public interest.
- 3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by SDOHS at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) Fiscal Records – Complete and detailed accounting records will be maintained by the Contractor of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, state, or SDOHS auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by SDOHS based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent not later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management – The allow ability of costs incurred and the management of this project shall be determined in accordance with the Office of Management and Budget (OMB) Circular A-87 and 49CFR, Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities.
- 7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement

outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.

- 8) Changes – The Contractor must obtain prior written approval from the SDOHS for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, or project budget. The period of performance of the project, however, cannot be changed.
- 9) Income – Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, etc.) must be accounted for and income applied to project purposes or used to reduce project costs.
- 10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of the SDOHS. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to the SDOHS.
- 11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project, which are not incorporated into the project agreement and approved in advance by the SDOHS. The Contractor will retain ultimate control and responsibility for the project. SDOHS shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the SDOHS.
- 12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 13) Americans with Disabilities Act – In the performance of this agreement, the Contractor shall comply with the provisions of Title VI of Civil Rights Act of 1964 42 USC 200d, Section 504 of the Rehabilitation Act of 1973 29 USC 794 Chapter 49.60 RCW, and Title I of the Americans with Disabilities Act 42 USC 1211-12117. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in any terms and conditions of employment to include taking affirmative action necessary to accomplish the objectives of this Act and denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.
- 14) Political Activities – No funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 15) Single Audit – State and local governments that receive federal assistance are subject to the audit requirements of the Office of Management and Budget (OMB) Circular A-128. An institution of higher education or a nonprofit entity must comply with audit requirements in OMB Circular A-133.

- 16) Seat Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
- 17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), SDHSO has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor's workplace.
- 18) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 19) Lobbying -No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,


The signature below of an authorized representative of the applicant agency certifies and ensures that the agency will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant this agreement, and will be solely responsible for obtaining current information on such requirements.


Submit a copy of all reports to: Roy Meyer, Director, Office of Highway Safety, 118 W. Capitol Avenue, Pierre, SD 57501

The Catalog of Federal Domestic Assistance (CFDA) number for this program is 20.600.
CITY OF RAPID CITY

Authorized Signature City of Rapid City (SEAL)	ATTEST:	Date
FINANCE OFFICER		
Roy Meyer Department of Public Safety Office of Highway Safety		Date

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE


 Attorney


 Date

Appendix A

**DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY TASK GRANT APPLICATION**

FEDERAL FISCAL YEAR 2007

SECTION I. GENERAL INFORMATION

A. Task Title Safe Streets Initiative Task Force Public Education Program

Date Submitted March 26, 2007

B. Operating Agency

Name City of Rapid City

Address 300 Sixth Street, Rapid City, SD 57701

C. Task Director (Responsible Operating Official)

Name Dirk Jablonski, P.E. Title Director of Public Works

Telephone 605-394-4165

Signature



D. Authorizing Official (Person having budget approval authority) See attached copy of Council Resolution

Name Rapid City - City Council Title _____

Address 300 Sixth Street, Rapid City, SD 57701

Telephone _____ Signature _____

This application is submitted with the understanding that any funding provided as a result is subject to applicable State and Federal laws, rules and regulations, which are available upon request.

SECTION II. TASK INFORMATION

Summary -- clearly and concisely summarizes the request:

A. Problem Statement or Needs Assessment --

Following a November 2004 pedestrian crash involving an eight year old boy, Mayor Jim Shaw created the Safe Streets Initiative Task Force made up of a broad cross section of community members, City staff and elected officials. The group has spent the past two years studying pedestrian safety in Rapid City, reviewing pedestrian crossings, speed limits near school zones and residential neighborhoods, traffic signals and warning lights. These efforts played a role in the city allocating nearly \$1 million to buy additional school-zone flashers and upgrade traffic signals with LED lights, and hiring a City Traffic Engineer to provide technical expertise in developing potential safety improvements.

The final goal of the Task Force was the development and implementation of a comprehensive pedestrian safety awareness campaign. This goal was supported by an analysis of pedestrian/motor vehicle and bicyclist/motor vehicle crashes for 2002 to 2006 (copy enclosed) that identified a trend for Rapid City's pedestrian and bicyclist crash rates to be higher than both statewide rates and the national rates. The analysis also highlighted that the 6-19 year old age group is overrepresented in pedestrian crash statistics. In a detailed review of the most frequently occurring pedestrian crashes, dart/dash and turning vehicle, no specific location trends were identified. Furthermore, no additional infrastructure improvements were identified that could mitigate either crash type. Task Force Chairman Alderman Malcom Chapman worked with the Marketing Managers of Rapid City, a local professional organization who donated their time, to have a campaign outline developed. The outline was developed for an annual 6-month program, coinciding with the start of the school's summer vacation and running through the beginning of the school year, and includes public service announcements, mailings, promotional items and school presentations with the campaign's Frog character. The outline has been subsequently revised to reflect the first half of the campaign; a copy of the revised campaign outline and an example of the campaign's theme are enclosed.

B. Task Objectives

Impact Objectives – The goal of the pedestrian safety awareness campaign is to reduce the number of pedestrian crashes occurring in Rapid City. The minimum goal is to have Rapid City's pedestrian crash rates be consistent with national rates.

Administrative Objectives – (1) The Marketing Mangers of Rapid City have agreed to continue to provide support for this project through no-cost consultation. Details of the materials will be developed working with the Safe Streets Initiative Task Force. (2) The Director of Public Works will assign the appropriate staff to carry out the campaign. This effort will be coordinated with the Task Force and representatives of the Police Department and Rapid City School District. (3) The timeline for the campaign is identified on the enclosed revised outline. In order to allow for adequate time to develop the campaign materials, the goal is to begin in July 2007 the first year's effort. Subsequent application will be made for Task Grant funding in FY08 for a campaign to span from May 2008 to September 2008.

C. Methods

See enclosed copy of the campaign outline and examples of the campaign's theme.

D. Evaluation

The data collected for the analysis of pedestrian/motor vehicle and bicyclist/motor vehicle crashes for 2002 to 2006 establishes the baseline condition for measuring the effectiveness of the public education program. Given the relatively low frequencies of pedestrian crashes, the continued updating of crash statistics will provide the most meaningful measure of effectiveness.

E. Budget Detail

ITEM	COMMENT	COST
Professional Services	graphic designer	\$1,000
Production Costs		\$7,000
Ads	print media & billboard	\$900
Promotional Items		\$3,700
Newsletters & Posters		\$6,400
Character Costume		\$700
	TOTAL	\$21,200

F. Subsequent Year's Needs

By the very nature of the target audience, public education campaigns typically need to be run annually. The Safe Streets Initiative Task Force expects that a 3-year duration will provide sufficient data to evaluate the effectiveness of the campaign.

SECTION III. BUDGET SUMMARY

AMOUNT(S) PROPOSED

OBJECT OF EXPENSE	TOTAL	STATE	LOCAL	FEDERAL	DESCRIPTION
Personal Services	\$1,000	\$1,000			
Travel & Subsistence					
Contractual Services					
Equipment					
Other Direct Costs	\$20,200	\$20,200			
Indirect Costs					
TOTAL	\$21,200	\$21,200			

SECTION IV. SUBSEQUENT YEARS NEEDS

AMOUNT(S) PROPOSED

FEDERAL FISCAL YEAR	TOTAL	STATE	LOCAL	FEDERAL	DESCRIPTION
2007	\$21,200	\$21,200			
2008	\$28,500	\$28,500			
2009	\$20,000	\$20,000			

**CITY OF RAPID CITY
SAFE STREETS TASK FORCE
PUBLIC EDUCATION CAMPAIGN OUTLINE
FY07**

ITEM	JUNE	JULY	AUGUST	SEPTEMBER	COST
Rapid City Journal Ads Black Hills Weekly Ads			X	X	\$900
Chamber Paks				X	\$300
Paper Billboards		X	X	X	\$1,500
Vinyl production		X			\$2,000
Posters			X	X	\$600
Direct mailing to households w/school age children		X			\$2,500
Letters home w/school folders					\$1,500
Radio PSA's				X	\$2,500
TV PSA's				X	\$2,500
Promotional stickers/vehicle reminders				X	\$3,700
Program mascot costume (for school presentations)		X			\$700
Graphic artist services		X			\$1,000
Copies			X	X	\$1,500
				TOTAL COST	\$21,200