



Federal Fiscal Year 2009  
Highway Safety Grant Application Form  
Department of Public Safety  
Office of Highway Safety  
118 W Capital Ave  
Pierre, SD 57501

Postmark Due Date: May 16, 2008

PART 1  
Applicant Contact Information

Project Title:   DUI ENFORCMENT PROGRAM   Date:   5/10/08  

Project Director:   Lt. James Johns  

Agency/Organization:   Rapid City Police Department  

Street Address:   300 Kansas City Street  

City, State, Zip:   Rapid City SD, 57701  

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Email:   james.johns@rcgov.org  

Authorizing official for the Agency/Organization (person with contracting authority):

Printed Name:   Chief Steve Allender    
(Signature required at end of application)

Phone:   605-394-4133   Email:   steve.allender@rcgov.org  

**For information on completing this application:**

This application (in Word format), instructions, and project information are available electronically through the South Dakota Office of Highway Safety (SDOHS) website [www.state.sd.us/dps/hs](http://www.state.sd.us/dps/hs), by phone 605 773-4949, or through email request to [highwaysafetyinfo@state.sd.us](mailto:highwaysafetyinfo@state.sd.us).

**PART 2**  
**Description of Project**

Describe the following topics in narrative form. The narrative for all topics may not exceed three single-sided, single spaced pages. Hand-written applications will not be accepted.

**1) Problem Identification** *Describe the problem; use available local, state or national data and demographic information. Include the source of the data.*

The problem of the drunk / Impaired driver continues to be a problem that plagues the citizens of Rapid City and Pennington County. Utilizing 2005 SD Crash Data, Pennington County continues to have a higher alcohol related fatal crash ranking than that of Sioux Falls and Minnehaha County.

**Minnehaha County**

Population	160,087
Total Number of crashes	3483
Alcohol Related Crashes	297
Total Injuries in Alcohol Crashes	179
Total Fatal crashes/ Alcohol Fatalities	14/4
Total Fatalities / 100,000 population	9.99
Total crashes / alcohol crashes	8.5%
Number of Alcohol Fatalities/ 100,000 population	3.75

**Pennington County**

Population	93,580
Total Number of crashes	2084
Alcohol Related Crashes	169
Total Injuries in Alcohol Crashes	116
Total Fatal crashes/ Alcohol Fatalities	12/5
Total Fatalities / 100,000 population	12.82
Total crashes / alcohol crashes	8.1%
Number of Alcohol Fatalities/ 100,000 population	5.34 (70% higher)

The fact that citizens in Rapid City and Pennington County are dying at a rate 70% higher than the most comparable city/county is an unacceptable reality. Another telling statistic is a comparison of a recent DUI checkpoint results from a major checkpoint conducted recently in Sioux Falls, with that of a major checkpoint conducted in Rapid City. The February 2007 checkpoint conducted in Sioux Falls, netted an arrest rate of nearly 1 DUI for every 11 minutes the checkpoint was open. (SDHP statistic) The checkpoint in Rapid City netted one DUI arrest every 7.5 minutes the check point was open. Clearly, drunk driving continues to be a problem in both jurisdictions, but for some reason Rapid City and Pennington County continue to have a greater problem.

In 2006 the Rapid City Police Department embarked on an aggressive campaign to arrest drunk drivers and remove them from the road. This campaign was merely a re-dedication of effort to combating the problem of drinking and driving. Officers were challenged to make more arrests for DUI than they had ever before, and a comparison of arrest rates for the past three years, shows this effort was successful.

**DUI Arrests by year (RCPD Data)**

2004	1033
2005	1096
2006	1710 (63% Increase)

While viewed as a success, we believe there is much more we can do to combat the problem of drinking and driving.

The Rapid City Police Department is requesting funding for two full-time officers who will be dedicated to the apprehension of the drunk/impaired driver. Additional funds for dedicated DUI enforcement for other officers are also being requested. These officers will be assigned to the areas, and times, where we are most likely to encounter the drunk drivers. We will also strive to build greater enforcement activity with other area agencies such as the SD Highway Patrol, and the Pennington County Sheriff's office, in the effort to curb drinking and driving. We will also embark on a high profile enforcement campaign, on local radio and TV programs, as well as utilizing several billboards within Rapid City. We will work with community organization like MADD to emphasize this heightened enforcement effort.

The goal will simply be to reduce the number of alcohol related crashes and fatalities in and around Rapid City.

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**2) Objectives and Performance Measures** *What are the objectives of the project and how will you measure performance, i.e., progress in meeting your objectives?*

There are three identified objectives:

1. To reduce the incidents of alcohol related traffic crashes during 2009, as compared with 2005, 2006, and 2007 by 5%.
2. To increase the law enforcement partnerships with the SD Highway Patrol, Pennington County Sheriff's Office, and other agency by conducting more joint initiatives during 2009.
3. To use advertising and media outlets in a manner that brings the problem of drinking and driving to the forefront of issues facing citizens in Rapid City and Pennington County.

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**3) Activities** *In a logical sequence, describe planned activities that will accomplish your objectives; include at least one public education activity.*

The RCPD will continue with its aggressive zero tolerance approach to drinking and driving. The two additional officers requested in the grant will be utilized solely as a DUI Apprehension unit, assigned to areas in Rapid City where we have had high incidents of alcohol related crashes. The RCPD and other agencies will join together in an effort to organize four (4) large scale checkpoints in the Rapid City area, along with several other saturations and selected enforcement efforts. The RCPD Traffic section will work with MADD to increase awareness by purchasing more billboards, and accessing time on the new electronic billboards in Rapid City, to highlight this increased effort against the drunk driver. Ideally time will be purchased on these electronic billboards to keep the community updated to how many DUI arrests have been made, how many alcohol related crashes there have been and the property/injury/fatality numbers for the year beginning in January 2008.

Supervision of the officers working under this grant will be done through existing supervisors with the RCPD. Additionally, no new equipment will be requested, as the patrol cars are provided through the RCPD.

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**4) Evaluation** *Describe how you will measure what was accomplished by the project.*

Continuing in 2008, we will gather all the crash statistics for Rapid City and Pennington County, for the prior three years. Staff from the RCPD Traffic section will continue to monitor the status of arrests and traffic crashes. A report will be submitted in April, 2009, July 2009, and October 2009 as to the effectiveness of the enforcement campaign throughout the year. A final comprehensive report will be authored in January 2010, to determine the overall success of the program, resulted in the desired effect of a reducing the alcohol related crashes by 5% for the entire year.

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**5) Equipment** *What equipment, if any, will be purchased to meet the needs of this project?*  
*\*Note: items previously purchased with federal funds are not eligible for replacement with federal funds.*

For this application, there will be no equipment purchases.

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**6) Agency Qualifications** *Eligible applicants are: South Dakota State Agencies, federally recognized tribal governments, county and city agencies, non-profit agencies with 501 c (3 or 4) IRS status, public schools, and private schools with non-profit status.*

The Rapid City Police Department is a city agency, committed to the enforcement of traffic laws, in an effort to keep the streets safe for the motoring public.

**PART 3**  
**Budget Detail**  
(Use space as needed)

**1. Describe Federal Share Requested for Personal Services and Local Match:**

- a. Salaries (*describe each position title, quantity of time to be spent on the project, base pay, benefits*).

This grant will pay the salary and benefits of two full time officers. These officers will be assigned to the specific task of DUI and traffic enforcement. The cost of salaries for these two officers will be \$100,000.

- b. Overtime (*purpose, when, where, over-time rate, number of hours*) Law enforcement agencies must include a current overtime policy with their application. If awarded funding, agencies will be monitored for citations, warnings, and public education activities during overtime claimed as an expense to the Office of Highway Safety.

The overtime requested in this application is \$20,000 for additional DUI enforcement work. This will allow the RCPD to get additional officers out on the street during peak times, and during special events when the likelihood of encountering the drunk driver is greatest.

**2. Describe Federal Share Requested for Travel Expenses and Local Match: see allowable expenses in Highway Safety Project Director's Manual.**

- a. In-state Travel (*reason, mileage calculation, per diem, other expenses*)

No travel expenses are being asked for in this application.

- b. Out-of-state Travel (*reason, transportation, per diem, other expenses*)

**3. Describe Federal Share Requested for Operating Expenses and Local Match:**

*(rent, utilities, insurance, and maintenance expenses; with documentation, can be shown as local match)*

The RCPD will be responsible for the supervision of these two officers. Through current supervisors already employed by the PD, we will provide all their needs as it pertains to scheduling and supervision. Additionally, the RCPD will provide all the necessary equipment such as patrol cars, gas, firearms, and uniforms.

**4. Describe Federal Share Requested for Contractual Expenses and Local Match:**  
*(describe contractual agreements, purpose, start and end dates, and cost).*

None

**5. Describe Federal Share Requested for Equipment and Local Match:** *(equipment needed directly related to project activities)*

None

**6. Describe Federal Share Requested for Other Direct Costs and Local Match:** *(costs directly related to project activities that do not fit in the other categories such as paid media, resource materials, etc.).*

None

**7. Describe Federal Share Requested for Indirect Costs and Local Match:** *(administrative costs limited to a maximum of 10%)*

None

**8. Total Federal Requested and Local Match**

**Budget Summary Table**  
(summarize Budget Detail above)

	<b>Budget Category</b>	<b>Federal Share Requested</b>	<b>Local Match</b>	<b>Total Project Cost</b>
1.	Personal Services	\$120,000		
2.	Travel			
3.	Operating			
4.	Contractual			
5.	Equipment		\$25,000	
6.	Other Direct Costs			
7.	Indirect			
8.	Total	\$120,000	\$25,000	

**PART 4**  
**Certifications and Assurances**

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The South Dakota Office of Highway Safety (SDOHS) has based the following certifications and assurances on regulations pertaining to the federal dollars that support highway safety programs in South Dakota. 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 grant recipient shall submit quarterly, final, and/or special reports as outlined in the Project Agreement or Contract.
- 2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the grant recipient may copyright such, but SDOHS reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The grant recipient may publish, at its own expense, the results of project activities without prior review by SDOHS, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and SDOHS. Any discovery or invention derived from work performed under this project shall be referred to 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 grant recipient due to non-availability of funds, failure of the grant recipient 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 grant recipient 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 grant recipient. 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 grant recipient 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 grant recipient will expend them from unencumbered nonfederal sources, which must be spent not later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management – The allowability of costs incurred and the management of this project shall be determined in accordance with the U.S. Office of Management and Budget (OMB); please refer to <http://www.whitehouse.gov/omb/> or Section 4 of the SD Highway Safety Project Director's Manual for more information.
- 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 grant recipient must obtain prior written approval from SDOHS for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds in accordance with Section 3.3.3 of the Manual. The period of performance of the project cannot be changed.
- 9) Program Income – The SDOHS encourages grant recipients to earn income to help defray program costs but there are federal regulations that must be followed. Program income is



- defined as gross incomes received by the state and/or grant recipient directly generated by a grant supported activities, or earned only as a result of the grant agreement during the grant period. Income earned by the grant recipient with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency matching requirements. The grant recipient is responsible for reporting all program income according to federal and state requirements.
- 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 SDOHS. The grant recipient shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to SDOHS.
  - 11) Third Party Participants – No contracts or agreements may be entered into by the grant recipient related to this project, which are not incorporated into the project agreement and approved in advance by SDOHS. The grant recipient will retain ultimate control and responsibility for the project. SDOHS shall be provided with a copy of all contracts and agreements entered into by grant recipients. 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 SDOHS.
  - 12) Participation by Disadvantaged Business Enterprises – The grant recipient 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 grant recipients 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) Non Discrimination – In the performance of this agreement the grant recipient, by its signature below, certifies and assures that it shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §791 et seq.), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) The American with Disabilities Act of 1990, as amended (42 U.S.C. §§12111-12213) which prohibits discrimination on the basis of disability (and 49 CFR Part 37); (e) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The grant recipient shall not discriminate on the basis of race, color, national origin, sex, religion, age, creed, Vietnam Era and Disabled Veterans status or sensory, mental or physical handicap in the provision of any terms and conditions of employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.

- 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) Safety 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), SDOHS 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 grant recipient and/or any such activity is prohibited in the grant recipient'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: None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**PART 5**  
**Reporting Requirements**

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*The SD Office of Highway Safety project agreements and contracts will specify either.*

1. Quarterly reports are due during the life of a project in the format provided by SDOHS. Quarterly reports are due to SDOHS within fifteen (15) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	October 1 – 30 December	Report due January 15
Second Quarter:	January 1 – 31 March	Report due April 15
Third Quarter:	April 1 – 30 June	Report due July 15
Fourth Quarter:	July 1 – 30 September	Report due October 15

2. Special reports: Law enforcement agencies, Department of Justice funded projects, and others may be required to submit special reports.

**PART 6**  
**Invoicing Requirements**

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Requests for reimbursement must be made on the Reimbursement Voucher with required documentation attached. Requests for reimbursement must be submitted at least quarterly (preferably, not more often than once a month). Requests for reimbursement for goods received or services performed between the agreement/contract effective date and September 30 must be received by the Office of Highway Safety no later than November 15. Requests for reimbursement received after the above cutoff date will not be reimbursed.

**PART 7**  
**Authorizing Official Signature**

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I declare under penalty of perjury in the second degree, and any of the applicable state or federal laws, that the statements made and contained under the title Certification and Assurances herein are true and complete to the best of my knowledge.

I attest that the information presented in this application is true. I have read and understand the above Reporting and Invoicing requirements and will comply with these requirements.

  
Authorized Official Signature

5-15-08  
Date

**Reminders:**

- A copy of the agency's current overtime policy must be attached for law enforcement agencies requesting overtime.
- A copy of the 501 (c) 3 or 4 IRS tax exemption letter must be attached for non-profit agencies.
- Problem identification documentation must be attached if not otherwise described in the application narrative.