



Federal Fiscal Year 2010
Highway Safety Grant Application Form
Department of Public Safety
Office of Highway Safety
118 W Capital Ave
Pierre, SD 57501

Postmark Due Date: May 22, 2009

You are applying for: (check one)

- ☐ Alcohol/Impaired Driving Enforcement or Prevention
☐ Other: Occupant Protection, Speeding, Motorcycle Safety, Young Drivers, or Bike/Pedestrian Safety

PART 1
Applicant Contact Information

Project Title: __OVERTIME and SPECIAL EVENT PROGRAM Date: __5/10/09__

Project Director: __Lt. James Johns__

Agency/Organization: Rapid City Police Department

Street Address: 300 Kansas City Street

City, State, Zip: __Rapid City SD 57701__

Phone: __605-394-4130 Fax: _____

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, by phone 605 773-4949, or through email request to 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.*

Throughout the year, Rapid City experiences major events that bring a great number of visitors into our city. These special events and holidays create an increased risk of to the motoring public for traffic crashes. Additionally, some of these events have a direct correlation to alcohol usage. Overall enforcement activity is increased during special events mainly due to the large influx of citizens.

Black Hills Stock Show
New Year's
St. Patrick's Day
High School graduation and proms
Lakota Invitational Tournament
Sturgis Motorcycle Rally
State High School Tournaments
Highway Safety Campaigns
Memorial Day Events
Labor Day Events
Concerts, Rodeos, and other events drawing large numbers of visitors

Aggressive driving is a concern for many of the crashes in and around Rapid City. Statewide, speed has become one of the leading factors in fatality crashes. Traffic Enforcement during these special events may well contribute to lowering the overall number of crashes in Rapid City.

We will also take utilize these enforcement hours to promote and enforce the use of seatbelts.

Additionally, intoxicated drivers still present a major health hazard to the citizens of Rapid City. Addressing the problem of aggressive driving will inherently reflect in DUI arrests, as often these offenses are intertwined.

During the past three years, with an aggressive DUI enforcement campaign, the number of alcohol related crashes in comparison to the overall number of crashes has gone down.

| | TOTAL CRASHES | ALCOHOL RELATED | PERCENTAGE | DUI ARRESTS |
|-------|---------------|-----------------|------------|-------------|
| 2006- | 1360 | 116 | 8.5% | 1632 |
| 2007- | 1357 | 99 | 7.2% | 1516 |
| 2008- | 1441 | 101 | 7.0 | 1550 |

Additionally, during the past three years, the number of injuries has gone as well:

| | | |
|-------|-------------------|--------------|
| 2006- | 72 people injured | 2 fatalities |
| 2007- | 62 people injured | 0 fatalities |
| 2008- | 53 people injured | 1 fatality |

The evidence appears to show that our aggressive DUI enforcement, and increased enforcement during special events has been having an impact on the number of alcohol related crashes, as well as decreasing the number of people injured in crashes. With an increased commitment of personnel, we can expect to see even greater decreases in these numbers.

2) Objectives and Performance Measures *State measurable objectives for your project including numbers or percentage of increase/decrease and from what time period to the next time period.*

Goal #1- An overall reduction of crashes in Rapid City, of 3%, through the enforcement of all traffic regulations.

Goal #2- Decrease the number of alcohol related crashes, in comparison with the overall number of crashes in Rapid City. Our goal is to reduce the number by 1%.

3) Activities *In a logical sequence, describe planned activities that will accomplish your objectives..*

The Rapid City Police Department will assign officers to work special events throughout the year. These events will focus on traffic enforcement, focusing on aggressive driving and speed. Any opportunity to address impaired driving will be seized during these efforts as well.

The RCPD will work with the RC Traffic Engineer, to identify the top 10 crash intersections in Rapid City. We will develop a crash rate based on motor vehicles entering the intersection. We will focus enforcement activity at these intersections in an effort to decrease crashes. We will the following year we will then re-identify the intersection and measure if the crash rate has been reduced.

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

The evaluation of our efforts will be measured by looking at the overall number of crashes in Rapid City, in comparison with the alcohol related crashes as well.

We will examine crash rates in the top 10 intersections, and compare them against the previous year, to reduce the crash rate at these specific locations.

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.*

| | | | |
|---|---------------------------------|---------------------------|--------------------------|
| 15 Standard Radar Units | Cost of Each, \$1140 | (\$912/State | \$228/Dept) |
| Falcon Radar Unit KUSTOM Signal Inc. | | | |
| \$17,100 | | (\$13,680/State | \$3,420/Dept) |
| 3 L3 Digital Camera Systems | Cost of each, \$4995 | (\$2,396/State | \$2599/Dept) |
| \$14,985 | | (\$7,188/State | \$7797/Dept.) |
| 6 Digital PBT | Cost of each \$400 | (\$200/State | \$200/Dept.) |
| \$2,400 | | (\$1200/State | \$1200/Dept) |

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, serving the citizens of Rapid City and Pennington County.

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*).

No funding for base pay will be requested for this grant.

- 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 with this grant will provide for 500 hours of additional enforcement activity throughout the year, during these identified events. Overtime rates are calculated at an average of \$34 per hour. (Average OT rate for RCPD patrol officers)
\$17,000

In addition we are specifically asking for 700 hours of OT dedicated to the Sturgis Motorcycle Rally and the huge numbers of visitors we have in the area.
\$23,800

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)

NONE

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

NONE

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)

NONE

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

| | |
|----------------------------|--|
| \$22,068 Equipment Request | \$12,417 Local Match (cash) |
| \$40,800 Overtime Expenses | \$8,169 Local Match (match through payment of supervisory staff, use of patrol cars, and PD paid overtime. |

Budget Summary Table
(Summarize Budget Detail above)

| | Budget Category | Federal Share Requested | Local Match | Total Project Cost |
|----|--------------------|-------------------------|-------------|--------------------|
| 1. | Personal Services | \$40,800 | \$8,169 | \$48,969 |
| 2. | Travel | | | |
| 3. | Operating | | | |
| 4. | Contractual | | | |
| 5. | Equipment | \$22,068 | \$12,417 | \$34,485 |
| 6. | Other Direct Costs | | | |
| 7. | Indirect | | | |
| 8. | Total | \$62,868 | \$20,586 | \$83,454 |

PART 4

Certifications and Assurances

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

PART 5

Reporting Requirements

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

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

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

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.