



**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: DUI ENFORCEMENT 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.*

Intoxicated drivers still present a major health hazard to the citizens of Rapid City. 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	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 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.*

Our goal is to decrease the number of alcohol related crashes, in comparison with the overall number of crashes in Rapid City. Our goal is too reduce the number overall by 1%.

Additionally we will strive to reduce the number of people injured in alcohol related crashes. We will not set a bench mark, instead we will rely on the assumption that a reduction of overall alcohol related crashes will result in fewer injuries and fatalities.

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

The Rapid City Police Department will assign a total of four officers to the DUI Task Force. Two of these officers will be paid for by this Highway Safety grant, and the other two will be supplied by the PD as a match for funding. Additionally, this commitment of two additional officers should show the dedication the RCPD has in the overall commitment to saving lives on our roads.

With these officers we will participate in a total of four major DUI checkpoints throughout the year. These checkpoints will be:

May Mobilization, Memorial Day weekend
August, Sturgis Motorcycle Rally
October, Halloween Night
December, Holiday Week

Additionally, all officers will participate in any other checkpoint activity that is occurring in and around Rapid City.

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

The evaluation of our efforts will be measured by comparing the ratio of alcohol related crashes with the overall number of crashes in Rapid City. We will gather numbers from the State Records, along with our own numbers from our records management system to document this number.

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.*

NONE FOR THIS GRANT

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).*

The requested federal share of this grant is \$120,000. This will pay for the hourly wage, benefits, unemployment insurance and workman's comp insurance to fully fund all the costs associated with two full time officers. These officers will have the primary function of DUI enforcement, with supervision being provided by current RCPD supervisors.

- 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.*

Overtime costs of \$10,000 are being requested as well for these two positions. These overtime costs will cover court appearances, and participation in scheduled special events. This overtime funding will allow our DUI officers to attend other non-PD scheduled checkpoints and saturation events.

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

\$120,000	Salary and Personal Benefits
\$10,000	Overtime Expenses

Budget Summary Table
(Summarize Budget Detail above)

	Budget Category	Federal Share Requested	Local Match	Total Project Cost
1.	Personal Services	\$130,000	\$130,000	\$260,000
2.	Travel			
3.	Operating			
4.	Contractual			
5.	Equipment			
6.	Other Direct Costs			
7.	Indirect			
8.	Total	\$130,000	\$130,000	\$260,000

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

- 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**

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.