



Agenda Item #: _____

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Cohen and Members of the City Council

THROUGH: Geoff Dolan, City Manager

FROM: Rod Uyeda, Chief of Police
Bruce Moe, Finance Director
Andy Harrod, Lieutenant
Bryan Klatt, Sergeant
Julie Dahlgren, Management Analyst

DATE: December 1, 2009

SUBJECT: Consideration of Acceptance of a Grant Awarded to the Cities of Hawthorne, Hermosa Beach, and Manhattan Beach from the State of California Office of Traffic Safety (OTS) for Increased Education and Enforcement Activities Regarding Traffic Safety in the Three Cities in the Amount of \$142,000, of which Manhattan Beach will Receive Approximately \$16,000 in Equipment and \$31,000 in Overtime Reimbursement.

RECOMMENDATION:

Staff recommends that the City Council: a) accept the grant from the State of California Office of Traffic Safety (OTS); b) execute a Memorandum of Understanding with the Cities of Hawthorne and Hermosa Beach demonstrating our support of and participation in the grant activities; and c) appropriate \$31,000 from the unreserved General Fund balance which will be reimbursed by the grant.

FISCAL IMPLICATION:

The grant allows for the State of California to reimburse the Cities of Manhattan Beach, Hermosa Beach, and Hawthorne in an amount up to \$142,463 for training, equipment, and overtime staffing to help our agencies carry out the grant objectives. Through this grant, the City of Manhattan Beach is eligible to receive \$31,000 in reimbursement for overtime expended for purposes of performing grant activities. Overtime for this grant is not budgeted in the FY 2009/2010 budget. As a result, a General Fund appropriation of \$31,000 is necessary in order to expend the overtime funds in advance of the reimbursement. Manhattan Beach will also receive approximately \$16,000 in equipment, which will be purchased by the City of Hawthorne. There is no funding match requirement with this grant and no cost to the City of Manhattan Beach.

BACKGROUND:

In support of the City's efforts to improve traffic safety and reduce traffic collisions, our Police Department, together with the Cities of Hawthorne and Hermosa Beach, applied for a reimbursement grant from the State of California Office of Traffic Safety (OTS), through the National Highway Traffic Safety Administration (NHTSA). The funds will be used to operate a

one-year Selective Traffic Enforcement Program (STEP). The program objectives include training officers from each agency in Standardized Field Sobriety Testing, working with our partner agencies to conduct Driving while Under the Influence (DUI) checkpoints and special enforcement operations in our Cities, providing concentrated enforcement in areas where drivers frequently speed and intersections where traffic collisions often occur, and promoting community awareness and education of traffic laws. These strategies are designed to earn media attention, thus enhancing the overall deterrent effect.

The Hawthorne Police Department will act as the lead agency and will manage communications with the State and will facilitate data collection amongst our three agencies.

DISCUSSION:

Staff believes that the enhanced enforcement efforts funded by the STEP grant will allow us to be more responsive in enforcing traffic safety laws. The grant provides funding for the following:

Item	Cost
Travel Expenses for Training	\$2,740
Equipment (3 Battery powered speed signs, 6 Preliminary Alcohol Screening (PAS) devices, 6 Lidar laser speed measuring units, and checkpoint supplies)	\$47,462
Hawthorne Overtime Funding	\$30,261
Allied Agency Enforcement - Manhattan Beach (Overtime Funding)	\$31,000
Allied Agency Enforcement - Hermosa Beach (Overtime Funding)	\$31,000
Total Grant Award	\$142,463

The total grant award is \$142,463. As lead agency, Hawthorne will pay for travel expenses and make equipment purchases on behalf of the participating agencies. At the end of the grant performance period, Manhattan Beach will receive our third of the equipment purchased by Hawthorne with OTS grant funds (1 Battery powered speed sign, 2 PAS devices, and 2 Lidar laser speed measuring units). Manhattan Beach is also eligible for 100% reimbursement of overtime expenses incurred while participating in grant activities, up to \$31,000. Each agency will pay for overtime expenses out of their own department's overtime account. Hawthorne will submit overtime expense information to the State monthly for all three agencies, accept the reimbursement, and forward reimbursement to Hermosa and Manhattan Beach for overtime expenses incurred.

The grant requires City of Hawthorne, as lead agency, to endorse the grant by resolution of their City Council and to execute a Memorandum of Understanding (MOU) with the partner Cities, Manhattan Beach and Hermosa Beach. Hawthorne City Council endorsed the grant by resolution and approved the MOU on November 24, 2009. Hermosa Beach City Council will vote to approve the MOU on December 8, 2009. The MOU has been approved as to form by City Attorney Bob Wadden.

CONCLUSION:

Staff recommends that City Council accept the grant, execute an MOU with the Cities of Hawthorne and Hermosa Beach, and appropriate \$31,000.00 from the unreserved General Fund balance.

ATTACHMENT: Memorandum of Understanding between the Cities of Hawthorne, Manhattan Beach, and Hermosa Beach

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF HAWTHORNE,
MANHATTAN BEACH AND HERMOSA BEACH
RELATING TO THE SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM FUNDED BY THE STATE OF CALIFORNIA
OFFICE OF TRAFFIC SAFETY**

This MEMORANDUM OF UNDERSTANDING, entered into this 1st day of December, 2009, is by and between the CITY OF HAWTHORNE ("HAWTHORNE") and the CITIES OF HERMOSA BEACH ("HB") AND MANHATTAN BEACH ("MB") referred to collectively as "CITIES".

WHEREAS, HAWTHORNE was selected as the host agency for the 2010 Selective Traffic Enforcement Program (the "Project") funded by a grant awarded by and through the State of California Office of Traffic Safety ("OTS"); and

WHEREAS, as host agency, HAWTHORNE is required, under the terms and conditions of the Project Grant (the "Grant") to enter into a Memorandum of Understanding with each participating law enforcement agency that will be performing enforcement services in an effort to reduce alcohol-involved fatalities and injuries, repeat Driving-Under-the-Influence ("DUI") offenders driving with a suspended or revoked drivers license as a result of DUI convictions, driving with suspended or revoked licenses, red light running, and exhibitions of speed, and to raise general public awareness regarding the problems associated with drinking and driving, driving with suspended or revoked licenses, and violations of traffic laws; and

WHEREAS, CITIES are law enforcement agencies participating in the Project and desire to provide enforcement services in accordance with the terms and conditions set forth in this Memorandum of Understanding.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CITIES

CITIES shall provide Project enforcement staff on an overtime basis as staffing levels allow for the Project during the enforcement period of October 1, 2009, through September 30, 2010. CITIES commit to participate in the Project as staffing levels allow and to encourage officers to emphasize Project enforcement during all phases thereof.

2. TERM

The term of this Memorandum of Understanding shall be from October 1, 2009 through September 30, 2010.

3. PAYMENT

- a. Rate of Payment. HB and MB shall receive reimbursement from HAWTHORNE based on actual staff hours worked on enforcement for the Project as invoiced in accordance with Paragraph B, Invoice Requirements below, during the Project enforcement period.
- b. Invoice Requirements. Invoices submitted by HB and MB shall include the following information:
 - i. the dates and number of hours worked,
 - ii. the officer's name and overtime salary rate,
 - iii. the total dollars requested for overtime reimbursement, and
 - iv. the statistics required by OTS as outlined in Paragraph 3, Statistical Reporting, below.
- c. Time Limit for Submitting Invoices. HAWTHORNE shall not be obligated to pay for the services covered by any invoice if HB or MB presents the invoice to HAWTHORNE more than forty-five (45) days after the date that Project enforcement services are rendered, or more than forty-five days (45) after this Memorandum of Understanding terminated, whichever is earlier.

4. STATISTICAL REPORTING

HB and MB shall collect and report to HAWTHORNE the number of DUI/Driver License Checkpoints, DUI saturation patrols, and other special enforcement operations implementing the Project and paid with Project funds. For each checkpoint, CITIES must collect and report the total number of the following:

- a. vehicles passing through checkpoint,
- b. vehicles/drivers screened,
- c. field sobriety tests conducted,
- d. DUI arrests,
- e. drug arrests,
- f. criminal arrests,
- g. suspended/revoked licenses,
- h. citations issued,
- i. recovered stolen vehicles, and
- j. vehicles impounded.

CITIES shall also collect and report the citations, arrests, and other relevant statistical information regarding all special enforcement operations for the Project, including but not limited to the Hot Sheet program and the Court Sting operation.

5. AVAILABILITY OF FUNDS

Payment of all services provided pursuant to this Memorandum of Understanding is contingent upon HAWTHORNE's actual receipt of OTS Grant funds. In the event that OTS does not fund the Grant, HAWTHORNE shall not be liable whatsoever for any payment to HB and MB for enforcement services provided pursuant to this Memorandum of Understanding. HAWTHORNE may terminate this Memorandum of Understanding in accordance with the provisions of Paragraph 9 below for unavailability of OTS funds.

6. ALTERATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

7. RECORDS

A. Access. HB and MB agree to provide to HAWTHORNE, to any Federal or State department having monitoring or reviewing authority, and/or to authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations and this Memorandum of Understanding, and to evaluate the quality, appropriateness and timeliness of services performed for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

B. Retention. HAWTHORNE shall maintain and preserve in its possession all records relating to this Memorandum of Understanding for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

8. COMPLIANCE WITH APPLICABLE LAW

All services to be performed by CITIES pursuant to this Memorandum of Understanding shall be performed in compliance with all applicable Federal, State, County and Municipal laws, ordinances and regulations.

9. TERMINATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding may be terminated by HAWTHORNE or HB or MB at any time upon seven (7) days written notice to the other party(s).

10. CIVIL LIABILITY AND INDEMNIFICATION.

In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Government Code, agree that each party shall be liable for any damages including, but not limited to, claims, fees, and costs resulting from the negligent or wrongful acts or omissions of its employees or agents in the performance of this Agreement, and each party shall indemnify, defend and hold harmless the other party from any such judgment(s), claim(s), demand(s), damage(s), loss(es), liability(ies), cost(s) and expense(s) including reasonable attorneys' fees, for its negligence (including that of the respective officials, officers, employees, agents, successors and assigns). The Parties agree that the contribution as provided by Government Code Section 895.6 shall not apply.

11. WORKERS COMPENSATION AND OTHER BENEFITS.

Each party shall be responsible for the workers' compensation coverage and benefits for its own employees participating in this agreement and each shall indemnify and hold the other party harmless for any claims for such coverage or benefits as well as for other benefits, which may be claimed by an employee by virtue of participating in the activities described in this agreement. To the maximum extent permitted by law, the Parties agree that the other party shall not be considered "third parties" for purposes of imposing workers' compensation liability on any party except the entity employing an employee who may be injured during any joint action of the Parties' trained or designated employees.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date set forth above.

CITY OF HAWTHORNE

By: _____
Larry Guidi, Mayor

By: _____
Angie Reyes English, City Clerk

APPROVED AS TO FORM:

Russell Miyahira, Acting City Attorney

CITY OF HERMOSA BEACH

By: _____
Michael DiVirgilio, Mayor

By: _____
Elaine Doesfling, City Clerk

CITY OF MANHATTAN BEACH

By: _____
Portia Cohen, Mayor

By: _____
Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

