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DEPARTMENT OF
FINANCE

CITY OF SACRAMENTO
CALIFORNIA

BUDGET DIVISION

CITY HALL
ROOM 14
915 I STREET
SACRAMENTO, CA
95814-2696

March 28, 1989

916-449-5845

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: AGREEMENT TO IMPLEMENT AN ADULT SAFE RIDE
SERVICE IN SACRAMENTO

SUMMARY

On February 7, 1989, the City Council considered adoption of a resolution to execute an agreement with International Good Samaritans (IGS) and sponsor a grant from the Office of Traffic Safety. After representatives from local cab companies demonstrated an objection to the program, Council sent the item back to staff for further research and reconsideration by the Budget and Finance Committee.

Attached for reference purposes is the original staff report.

Staff has held four meetings with IGS and the cab companies. The meetings have resulted in some level of agreement on several of the program objectives. The meetings did, however, fail to achieve total agreement from all parties. Nevertheless, it is requested that the Budget and Finance Committee recommend to the City Council approval of the attached resolution authorizing the implementation of an Adult Safe Ride Service in Sacramento.

BACKGROUND

To identify their concerns, staff and IGS met several times with the cab companies. The cab companies believe the Adult

Safe Ride Program would adversely effect their business. The program, while promoting public awareness of the dangers of driving while intoxicated, would also offer transportation home to drivers who consider themselves impaired by alcohol. A program volunteer would provide a ride home in the drivers vehicle while another volunteer would follow in a program-owned vehicle.

Although the cab companies understand the program and support the educational portion, not all of them support using grant funds towards the transportation area.

IGS has made the effort to work with the cab companies and invoke a solution that would bring both sides success. IGS would like to develop the program to involve the cab companies to meet the needs of the drivers who would not otherwise take a cab, and more importantly, reduce deaths related to DUI's. At this time IGS is not in the position to draw up a formal agreement with the cab companies to utilize their services within the program. They do intend to continue this effort once the program is approved.

In an effort to compromise, IGS set up a workshop to dissolve any differences and come to some accord. Although there were no formal agreements made a memorandum of understanding was drafted and is attached.

POLICY CONSIDERATIONS

Refer to attached staff report.

FINANCIAL DATA

Refer to attached staff report.

MBE/WBE

Refer to attached staff report.

RECOMMENDATION

It is requested that the Budget and Finance Committee recommend to the City Council the adoption of the attached resolution authorizing the City Manager to execute a grant

agreement in the amount of \$332,000 to implement an adult safe ride program in Sacramento.

RECOMMENDATION APPROVED:

John Wiseman, Jr.

for: JACK R. CRIST
Deputy City Manager

Respectfully submitted,

Michelle M. Basurto

Michelle M. Basurto
Budget Technician

Ric Elkins

Ric Elkins
Accountant/Auditor

Attachments

ALL DISTRICTS
April 4, 1989

DRAFT

MEMORANDUM OF UNDERSTANDING

- o There is a need for a "Safe-Ride" program in Sacramento.
- o A majority of "Safe-Ride" trips shall be provided by licensed Sacramento taxi cab companies.
- o Taxi cab companies should not suffer an economical loss.
- o Taxi cab companies shall be represented on the "Safe-Ride" program steering committee.
- o The "Safe-Ride" service will not be advertised as "free".
- o Discussions shall proceed with expediency and a decision for agreement is to be made by March 28, 1989.

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RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SACRAMENTO
AND INTERNATIONAL GOOD SAMARITANS
IMPLEMENTING A \$332,000 GRANT AND ESTABLISHING AN
ADULT SAFE RIDE SERVICE IN SACRAMENTO

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

1. That the City Manager is hereby authorized to execute, on behalf of the City of Sacramento, an agreement with International Good Samaritans establishing an adult safe ride service in Sacramento.
2. That the 1988/89 Operating Budget is hereby amended by offsetting the General Fund.

OFFSET

101-110-1130-4101	1,500
101-110-1140-4101	500
101-110-1130-4715	\$ < 1,500 >
101-110-1140-4715	< 500 >

3. That the Grant Budget is hereby amended by \$332,000 and will be appropriated as follows:

REVENUE

250-OGR-G381-3511	\$332,000
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EXPENDITURES

250-OGR-G381-4258	\$300,000
250-OGR-G381-4715	32,000

MAYOR

ATTEST:

CITY CLERK

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AGREEMENT FOR GRANT IMPLEMENTATION SERVICES

DRIVING UNDER THE INFLUENCE PREVENTION/INTERVENTION

This Agreement is made as of and commences on _____
by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter
known as "CITY") and INTERNATIONAL GOOD SAMARITANS, a California non-profit
corporation (hereinafter known as "IGS") and

W I T N E S S E T H:

WHEREAS, the problem of drunk driving has reached critical proportions
and must be addressed by all levels of government, and

WITNESSETH: That IGS for and in consideration of the covenants,
conditions, agreements, and stipulations of the CITY herein expressed will
develop a city wide ADULT SAFE RIDE PROGRAM, as follows:

ARTICLE 1 - Statement of Work:

The California Office of Traffic Safety (OTS) has made grant funds
available to the CITY for development and implementation of an ADULT SAFE RIDE
PROGRAM by IGS. IGS agrees to develop and implement the program described in
the OTS Traffic Safety Project Agreement attached hereto as Exhibit A. All
terms and conditions of Exhibit A are hereby incorporated herein by
reference.

ARTICLE II - Cost Limitations:

CITY agrees to reimburse IGS for actual costs incurred in the
implementation and administration of the SAFE RIDE PROGRAM, in accordance with
the following limitations:

1. The maximum amount of the reimbursement to IGS shall not exceed
\$300,000.00 (three hundred thousand dollars), allocated as follows:
 - a) five (5) month start up period (\$50,000.00 maximum);
 - b) one (1) year program operation (\$150,000.00 maximum);
 - c) second year program operation subject to OTS review of
first year results and extension of grant funding
(\$100,000.00 maximum).
2. Reimbursement shall be limited to actual costs incurred by IGS and
allowable under the funding terms and conditions of the grant.
3. Reimbursement for travel expenses shall not exceed allowable
reimbursement under existing CITY travel policy as attached hereto
as Exhibit B. All terms and conditions of Exhibit B are hereby
incorporated herein by reference.

CITY shall have no obligation to reimburse IGS for any costs incurred
unless CITY receives funding for that purpose from OTS.

IGS acknowledges that it has read and understands the funding terms and
conditions of the grant, and the CITY'S existing travel policy.

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ARTICLE III - Method of Payment:

CITY agrees to advance to IGS an amount equal to the first two months operating budget, not to exceed \$20,000.00 (twenty thousand dollars). Such advance shall be repaid to CITY by reducing the expense reimbursement to IGS in the 6th and 7th months of the program. IGS shall, by the 5th day of each month, submit to CITY a claim for reimbursement for actual expenses incurred by the 25th day of the prior month. Such claims for reimbursement shall be completed in accordance with the guidelines set forth in the OTS grant program manual.

Claims received in proper order by the 5th of the month will be processed for payment on or about the 15th of each month. Claims received after the 10th of the month will not be processed until the following month. Reimbursement for claims received by the 5th should be received by IGS prior to the end of the month.

Any amount paid to IGS by CITY that disallowed by OTS shall be reimbursed to CITY upon demand for reimbursement. Any amount in excess of actual and allowable expenses at the end of the grant period which remains in the possession of IGS shall be remitted to CITY within 30 days of the end of the grant period.

ARTICLE IV - Independent Contractor; not Agent:

At all times during the term of this Agreement, IGS shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control IGS only insofar as the results of IGS' services rendered pursuant to this contract; however, CITY shall not have the right to control the means by which IGS accomplishes services rendered pursuant to this Agreement.

IGS shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. IGS shall have no authority, express or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

IGS shall not use the name of the CITY without the prior written approval of the CITY Manager.

ARTICLE V - Reports:

IGS shall furnish to CITY and OTS quarterly interim reports as to the progress of the program, and provide such other reports as may be requested by OTS or CITY. IGS shall prepare a draft final report thirty (30) days prior to termination of the SAFE RIDE PROGRAM and submit it to the CITY for review. After such review, IGS shall incorporate the comments into a final report, and submit one (1) copy of said report to CITY and twelve (12) copies of said report to the OTS not later than sixty (60) days after project completion.

Costs incident to the report preparation or delivery subsequent to termination of the SAFE RIDE PROGRAM are not reimbursable.

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ARTICLE VI - Contract Term and Program Time Requirements:

The contract term for this Agreement is twenty-nine months, commencing on the date set forth above.

IGS shall complete the investigative portion of the work within ten (10) months of the commencement date.

IGS shall implement the ADULT SAFE RIDE PROGRAM within one (1) year of the commencement date.

ARTICLE VII - Publication:

- A. IGS shall not be authorized to copyright the final report without written approval from the National Highway Traffic Safety Administrator and the Office of Traffic Safety. IGS shall also be prohibited during the term of the contract from copyrighting any papers, interim reports, forms, or other material which is a part of the work under the contract.
- B. Publication rights to any documents produced are to be reserved to the National Highway Traffic Safety Administrator and the Office of Traffic Safety.
- C. All reports published by IGS shall contain the following statement on the credit sheet: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Office of Traffic Safety, the National Highway Traffic Safety Administration or the Federal Highway Administration.
- D. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures to other groups which describe the project but disclose neither data nor results are permissible without advance approval.
- E. All reports shall contain the following credit line: "In cooperation with State of California, Business, Transportation and Housing Agency, Office of Traffic Safety, the U.S. Department of Transportation, National Highway Traffic Safety Administration and Federal Highway Administration."

ARTICLE VIII - Project Inspection:

The OTS, the National Highway Traffic Safety Administration, the Federal Highway Administration, and the City of Sacramento may review and inspect the IGS activities at any time during the progress of the program.

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ARTICLE IX - Accounting Records:

IGS shall maintain detailed accounting records and complete documentation of all costs incurred in connection with its work on the program during the contract term and for three years thereafter. These records and documentation shall be available for inspection by CITY, OTS, the National Highway Traffic Safety Administration, and the Federal Highway Administration at any reasonable time.

ARTICLE X - Ownership of Data:

All data, maps, photographs, and other material collected or prepared under the contract shall become the joint property of the IGS and the Office of Traffic Safety.

ARTICLE XI - Contract Termination:

This contract may be terminated at any time for breach and the CITY may terminate unilaterally and without cause upon thirty (30) days written notice to the IGS. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement. Upon termination prior to the end of the contract term, IGS shall prepare a final report as required by Article V.

ARTICLE XII - Assignment/Subcontracting:

IGS shall not assign or transfer any interest in this Agreement without the prior written consent of CITY and OTS.

IGS shall not subcontract any portion of the work to be performed without the prior written consent of CITY and OTS.

ARTICLE XIII - Amendment:

It is mutually understood and agreed that no alteration or variation of the terms of this contract, or any subcontract requiring the approval of the CITY and/or the Office of Traffic Safety, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

ARTICLE XIV - Non-Solicitation Clause:

"IGS warrants that they have not employed or retained any company or persons, other than a bona fide employee working solely for the consultant, or paid any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee."

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ARTICLE XV - Equal Opportunity Assurance:

During the performance of this contract, the IGS agrees as follows:

- A. The IGS will not discriminate against any employee or applicant for employment because of race, sex, creed, color, national origin, handicap, age or sexual orientation. The IGS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, national origin, handicap, age or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. IGS agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. IGS will, in all solicitations or advertisements for employees placed by or on behalf of IGS, state that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color, national origin, handicap, age or sexual orientation.
- C. IGS will send to each labor union or representative of workers with which he has a collective bargaining agreement or contract or understanding, a notice advising the labor union or worker's representative of the IGS commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. IGS will permit access to their books, records and accounts by the City of Sacramento, the State, the Federal Highway Administration and/or the National Highway Traffic Safety Administration for purposes of investigation to ascertain compliance with this nondiscrimination clause.
- E. In the event of IGS noncompliance with the nondiscrimination clauses of this contract, this contract may be cancelled, terminated or suspended in whole or in part.

ARTICLE XVI - Indemnification and Insurance:

IGS shall assume the defense of, indemnify, and hold harmless the CITY, its officers, agents and employees from and against all actions, damages, costs, liability, claims, losses and expenses of every type and description, including but not limited to bodily injury or death or property damage, to

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which any or all of them may be subjected, by reason of, arising from, or resulting from directly or indirectly, the performance of this contract by IGS whether within or without the scope of this contract, excepting those arising from the sole negligence of CITY. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by CITY.

During the term of this Agreement IGS shall maintain in full force and effect, the following types of insurance:

<u>TYPE</u>	<u>AMOUNT</u>
Comprehensive General Liability including personal injury, bodily injury, property damage & contractual	\$1.0 million per occurrence
Automobile Liability, including owned, hired, and non-owned autos	\$1.0 million per occurrence
Worker's Compensation	Statutory

- A. The CITY, its officials, employees and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the IGS; premises owned, leased or used by IGS; or automobiles owned, leased, hired or borrowed by IGS. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.
- B. IGS's insurance coverage shall be primary insurance as respects the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be excess of IGS's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, employees or volunteers.
- D. Coverage shall state that IGS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurance's liability.

IGS shall provide a Certificate of Insurance, in a form approved by the City Attorney evidencing the existence of the insurance. The certificate shall provide at least thirty (30) days written notice to CITY prior to cancellation or reduction of coverage.

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ARTICLE XVII - Notice to Parties:

Notices to parties shall be delivered or mailed, U.S. first-class postage prepaid, addressed as follows:

CITY

Solon Wisham, Jr.
Assistant City Manager
City of Sacramento
915 I Street, Rm. 101
Sacramento, CA 95814

IGS

Thomas Argo
IGS
Box 7007
Stateline, NV 89449

Either party may amend the address for notice by giving notice to the other party.

This is an integrated Agreement. It contains the complete understanding of the parties, and may be amended only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the City of Sacramento, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and Attestation by its City Clerk, under the authority of Resolution No. _____, adopted by the Council of the City of Sacramento on the _____ day of _____, 19____, and IGS has caused this Agreement to be executed.

CITY OF SACRAMENTO,
A Municipal Corporation

INTERNATIONAL GOOD SAMARITANS,
A California non-profit corporation

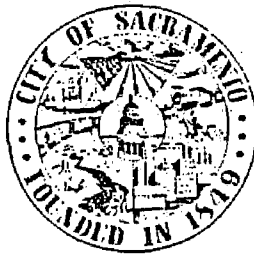
BY: _____
WALTER J. SLIPE
City Manager

BY: _____
THOMAS ARGO
Executive Director

CITY CLERK

APPROVED AS TO FORM:

DEP Diane B. Baller
CITY ATTORNEY



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DEPARTMENT OF
FINANCE

BUDGET DIVISION

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 14
915 I STREET
SACRAMENTO, CA
95814-2696

January 25, 1989

916-449-5845

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: AGREEMENT TO IMPLEMENT AN ADULT SAFE RIDE
SERVICE IN SACRAMENTO

SUMMARY

In February, 1988, the City Council approved the submittal of a grant application to the State Office of Traffic Safety (OTS) which would implement an adult safe ride program. The program would be modeled after a similar program in South Lake Tahoe, California and be administered by the International Good Samaritans (IGS) under contract with the City.

The grant has been awarded to the City of Sacramento and now it is requested that the City be allowed to implement the program and execute an agreement between the City of Sacramento and the IGS.

The original date for program implementation was to have been July 1, 1988 but due to a delay at the Federal Review level, OTS approval for project implementation has just now been received, therefore, this item was heard by the Budget and Finance Committee this afternoon.

BACKGROUND

On February 16, 1988, the City Council adopted Resolution 88-135 authorizing the City Manager to submit a grant application to OTS to implement an Adult Safe Ride Program in Sacramento. The program, administered by IGS, would:

- o offer free rides home to persons who consider their ability to drive impaired due to alcohol consumption;
- o provide a driver to return the person's vehicle home, and;

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- o promote public awareness of the dangers of driving under the influence of alcohol.

Since February 1985 the IGS adult safe ride program has serviced South Lake Tahoe. The IGS Safe-Ride Service provides teams of volunteer drivers who respond to requests for free rides home from intoxicated persons who have driven a vehicle to the site of their alcohol consumption. One team member drives the impaired person home in the impaired person's vehicle while a second member follows in a program owned vehicle. Persons who are intoxicated but do not have access to a vehicle are not serviced by the IGS service unless they are the passenger of a now intoxicated driver.

POLICY CONSIDERATIONS

Since federal highway safety funds must be awarded to a unit of local government, OTS approached the City of Sacramento to serve as the recipient agency for the grant to replicate the Safe-Ride program in Sacramento. The State, interested in testing the transferability of the South Lake Tahoe program to a larger community, hopes to develop a model that could later be offered at a state and nationwide level. The City Manager's Office is serving as the lead for the purposes of the grant award.

FINANCIAL DATA

The City of Sacramento, not required to provide matching funds, will be serving as the grant recipient for a \$332,000 grant from OTS. A maximum reimbursement of \$32,000 will be set aside for the City to recover the direct costs associated with administering the grant. Below, the grant and operating budget augmentation is outlined:

GRANT REVENUE		
250-OGR-G381-3511	\$332,000	
GRANT EXPENDITURES		
250-OGR-G381-4258	\$300,000	(Project Budget)
250-OGR-G381-4715	<u>32,000</u>	(Maximum Operating Offset)
	<u>\$332,000</u>	
1988-89 OPERATING OFFSET		
101-110-11XX-4101	\$ 2,000	(Reimbursement for
101-110-11XX-4715	< <u>2,000</u> >	Administrative Expenses
	<u>-0-</u>	

No City personnel or equipment will be directly involved in the implementation or operation of the grant program. The City has no ongoing financial responsibility for the program

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but will dispense the grant funds for approximately a two and a half year period. At the conclusion of the grant period it is envisioned that the program will continue with only community support.

The Finance Department and OTS have sent representatives to the IGS South Lake Tahoe Headquarters to review their accounting policies and procedures. The attached agreement has been reviewed by the City Attorney and Risk Manager with assurance that the City has been adequately protected from potential liability associated with this program.

MBE/WBE

No impact.

RECOMMENDATION

The Budget and Finance Committee heard this item this afternoon. It is recommended that the City Council adopt the attached resolution authorizing the City Manager to implement the OTS Safe-Ride Service Grant for \$332,000 and execute the agreement between IGS and the City of Sacramento.

RECOMMENDATION APPROVED:

WALTER J. SLIPE
City Manager

Respectfully submitted,
Michelle M. Basurto
Michelle M. Basurto
Budget Technician

Ric Elkins
Ric Elkins
Accountant/Auditor III

Attachments: Resolution Agreement For Grant Implementation

ALL DISTRICTS
February 7, 1989

Contact Person to Answer Questions:

Ric Elkins, Accountant/Auditor III
449-5838