



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

CONSENT

December 15, 2009

Honorable Mayor and
Members of the City Council

Subject: Driving Under the Influence (DUI) Memorandum of Understanding (MOU) with
Sacramento County Sheriff's Department

Location/Council District: City and County of Sacramento

Recommendation: Adopt a **Resolution** 1) authorizing the City Manager, or designee,
to execute a MOU with the Sacramento County Sheriff's Department to continue the
program partnership for the DUI Brief Intervention Program at the County Jail.

Contact: Lt. Gina Haynes, 808-0714

Department: Police

Division: Traffic and Air Operations

Department ID: 11001141

Description/Analysis:

Issue: In 2006, Sacramento Police Department was awarded \$500,000 from the California Office of Traffic Safety (OTS) to implement a pilot DUI intervention program. In 2007, this funding was used to enter into a Memorandum of Understanding (City Agreement 2007-0645) with the Sacramento County Sheriff's Office to implement interventions at the County Jail. This MOU is expiring and the program partners wish to continue the program through September 30, 2010.

Policy Considerations: By continuing the partnership and entering into the MOU with the program's partners, the Sacramento Police Department is reducing the likelihood of fatal and injury traffic collisions within the City of Sacramento. This is consistent with the goals of the Police Department as well as the City Council's strategic plan for public safety.

Environmental Considerations:

California Environmental Quality Act (CEQA): This recommendation does not constitute a "project" and is therefore exempt from the California

Environmental Quality Act according to CEQA guidelines Section 15061 (b)(1) and 15378(b)(3).

Sustainability: Not applicable

Other: Not applicable

Commission/Committee Action: Not Applicable

Rationale for Recommendation: In 2007, the Sacramento Police Department entered into City Agreement Number 2007-0645 to establish a partnership with the Sacramento County Sheriff's Department to implement brief interventions at the County Jail. This agreement outlines the scope of services agreed to by both agencies. The program partners desire to extend this agreement through the completion of the study, which will end on September 30, 2010.

Financial Considerations: There are adequate funds available to fund the MOU extension with the Sacramento County Sheriff's Office through September 30, 2010. The approval of this amendment will not impact the General Fund.

Emerging Small Business Development (ESBD): Purchase of supplies and equipment will be made in accordance with the City's Emerging and Small Business Development (E/SBD) program requirements whenever possible.

Respectfully Submitted by: Michael McCarty, Captain
for, Gina Haynes, Lieutenant

Approved by: Rick Brazier
Rick Brazier, Chief of Police

Recommendation Approved:

Ray Kerridge

for Ray Kerridge, City Manager

RB/cjm

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Attachment 1**Background**

Of the thirteen largest metropolitan cities in California, the City of Sacramento has consistently had the highest rate of fatal and injury traffic collisions based on population and average number of vehicle miles driven. Alcohol-related collisions, in particular, continue to be tragic. In January 2005, the Sacramento Police Department, in collaboration with San Juan Mercy Hospital, sponsored a California Office of Traffic Safety proposal to implement a pilot DUI Intervention program for repeat DUI offenders. The goal of this program is to provide alcohol treatment and intervention through certified alcohol counselors during a potential "teachable moment" prior to their release from the County Jail. The participation in this program is voluntary.

The rationale for this pilot program is to determine the effectiveness of offering repeat DUI offender's immediate DUI counseling and intervention. Prior to their release from the County Jail, repeat DUI offenders will be offered intake assessment with Certified Alcohol Counselors to evaluate their drinking and driving behavior. Based on the intake assessment results, follow-up intervention programs will be recommended. The Brief DUI Intervention Pilot Program will be used as a test case in Sacramento County to evaluate the impact from providing early DUI intervention and counseling.

In 2006, City Council approved the implementation of the OTS grant-funded DUI pilot intervention program. The Office of Traffic Safety awarded the City of Sacramento \$500,000 in grant funding to implement this program, and, in 2007, OTS augmented the grant program's budget. This program is revenue neutral to the City of Sacramento. No grant matching funds are required.

In 2007, the Sacramento Police Department entered into a Memorandum of Understanding, City agreement number 2007-0645, to establish mutually agreeable guidelines with the Sacramento County Sheriff's Office to implement the various components of the DUI Brief Intervention program. In 2009, OTS authorized the extension of the pilot study through September 30, 2010, and program partners desire to continue the program at the County Jail.

Attachment 2

RESOLUTION NO.

Adopted by the Sacramento City Council

RESOLUTION AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH SACRAMENTO COUNTY SHERIFF'S DEPARTMENT FOR THE DRIVING UNDER THE INFLUENCE (DUI) BRIEF INTERVENTION PROGRAM

BACKGROUND

- A. In 2006, the California Office of Traffic Safety awarded the City of Sacramento \$500,000 in grant funding to implement a comprehensive pilot DUI Intervention program.
- B. In 2006, through City Council Resolution Number 2006-652, the City Council authorized the implementation of the grant-funded DUI Brief Intervention Program at the Sacramento County Jail, including the authority to enter into agreements with program partners and providers.
- C. In 2007, City Agreement 2007-0645 was signed between the Sacramento Police Department and County Sheriff's Office to implement the various components of the DUI Brief Intervention program.
- D. In 2009, the Office of Traffic Safety authorized the extension of the DUI Brief Intervention program through September 30, 2010, and program partners desire to continue the DUI Brief Interventions at the County Jail.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1 The City Manager, or designee, is authorized to execute a MOU with the Sacramento County Sheriff's Department to continue the program partnership for the DUI Brief Intervention Program at the County Jail.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO
REGARDING DUI INTERVENTION PILOT PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 8th day of December, 2009, by and between the City of Sacramento ("City"), acting by and through its Police Department ("SPD"), and the County of Sacramento ("County"), acting by and through its Sheriff's Department ("SSD"). The SPD and the SSD may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

RECITALS

WHEREAS, the City and County are participating in a pilot study funded by the California, Office of Traffic Safety, to determine whether Motivational Interviews for repeat DUI offenders will reduce the rate of alcohol-related recidivism in a designated study group; and,

The SPD and the SSD have entered into this MOU with reference to the following facts and circumstances:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. To collaborate with University of California, Davis, Department of Psychiatry; University of Michigan, School of Public Health; Mercy San Juan Medical Center, Trauma and Critical Care, and California State Office of Traffic Safety to implement and conduct this pilot study at the County Jail.
2. To establish program procedures to determine operational terms, conditions and parameters of program implementation
3. To cooperate with program's Institutional Review Board study research criteria and guidelines.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. **PURPOSE**

The purpose of this MOU is to establish mutually agreeable guidelines between Parties. It is understood by the Parties that the objective of implementing the various components of this multi-faceted DUI Intervention program is to achieve the goal of lowering the incidences of crashes and injuries associated with DUI drivers in the Sacramento Region by clinically assessing whether Brief Interventions at the County Jail statistically reduces the rate of DUI recidivism.

2. TERM OF MOU; TERMINATION

This MOU shall be effective when it is signed by both Parties. This MOU will remain in force and effect until September 30, 2010. Either Party may terminate this MOU for its convenience, upon giving written notice to the other Party in the manner specified in Paragraph 3.

3. NOTICE

Any communication required during the term of this MOU, including, without limitation, notice of termination, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to the City: Sacramento Police Department
Lieutenant Gina Haynes
Metro Division, Traffic and Air Operations
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
(916) 808-0714

Notice to the SSD: Sacramento County Sheriff's Department
AnnMarie Boylan, Chief
Correctional Health Services
9616 Micron Ave, Suite 850A
Sacramento, CA 95827
(916) 875-9782

A party may change its person designated to receive notice, its telephone number or its address from time to time by giving notice to the other party in accordance with the procedures set forth above.

4. INDEPENDENT CONTRACTORS

In the performance of any of the program study under this MOU, nothing herein shall be construed as or deemed to create the relationship of employer/employee or principal/agent between the Parties. Each Party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such agency is required to make.

5. NO JOINT VENTURE

This MOU shall not create between the Parties a joint venture, partnership, or any other relationship of association.

6. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOU, to bind the other Party to any obligation whatsoever.

7. INDEMNITY

The City shall assume the responsibility and liability for, and the City shall indemnify, defend, and hold harmless, the SSD, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the SSD or its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the City or any of its agents, officers or employees in its or their performance of services herein.

The SSD shall assume the responsibility and liability for and the SSD shall indemnify, defend, and hold harmless the City, their agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the City or their agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the SSD or any of its agents, officers or employees in its or their performance of activities herein.

It is the intent of the Parties that where negligence is determined to have been contributory principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to the Party's negligence.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnity provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity provision.

The indemnity provisions of this MOU shall survive the termination of this MOU.

8. NON-DISCRIMINATION

In the performance of the services set out in this Agreement, the parties shall not discriminate against any employee or citizen on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation.

9. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

10. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Parties, and supercedes any and all oral or written communications by and between the Parties. No waiver, alteration, or modification of this MOU shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

11. ASSIGNMENT PROHIBITED

No Party may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

12. SEVERABILITY

If any term, covenant, or condition of this MOU is held to by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

13. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which the MOU is signed.

14. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

15. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

16. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

17. AUTHORITY

The persons executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Party, and to bind their respective Party to the terms of this MOU.

CITY OF SACRAMENTO,
a Municipal Corporation

COUNTY OF SACRAMENTO,
a Municipal Corporation

By: _____
RICK BRAZIEL, Chief of Police

By: _____
JOHN MCGINNESS, Sheriff

Attest:

City Clerk

Approved As To Form:

Supervising Deputy City Attorney

Summary Scope of Services

The Sacramento County Sheriff's Department and the City of Sacramento agree to collaborate for the purpose of implementing the various components of the grant-funded Sacramento County Pilot Program for Brief Intervention of Impaired Drivers. The purpose of this multi-faceted DUI Intervention program is to achieve the goal of lowering the incidences of crashes and injuries associated with DUI drivers in the Sacramento Region.

By working closely with the Sacramento Police Department team members, the Sacramento County Jail staff will help implement the DUI Intervention Program to determine whether the Sacramento County-wide DUI Intervention program reduces the rate of DUI recidivism in the designated study group. The DUI study participants will be separated into groups to assess the impact of the motivational interviews.

The Sacramento Jail agrees to work with UC Davis, Department of Psychiatry; University of Michigan, School of Public Health; Mercy San Juan Medical Center; California Office of Traffic Safety; and California State and Sacramento County agencies to implement the various components of the program, such as, assisting in the coordination of DUI intervention activities and supporting program goals and objectives.

The SSD will:

1. Provide access to DUI offenders prior to their release from the County Jail Facility for the purpose of determining their interest in voluntarily participating in the pilot intervention program.
2. Provide an interview room location for conducting "Brief DUI Interventions" completed by licensed medical providers.
3. Provide feedback on program coordination and procedures among program partners.
4. Allow the use of Jail facilities and equipment to assist in the implementation and maintenance of the intervention program.
5. Permit storage and maintenance of participant records at Jail Facility.
6. Provide location to conduct training sessions for program Counselors or Clinicians.