



**OREGON DEPARTMENT OF TRANSPORTATION**  
**Transportation Safety Division**

## **GRANT PROJECT APPLICATION**

*Project No:* OP-18-45-03 QQQ

*Project Name:* Portland PB Safety Belt Overtime Enforcement

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

### **I. Project Description**

The Portland Police Bureau will conduct overtime traffic enforcement during the blitz periods established by ODOT Transportation Safety Division, and as funds allow, at other times when additional traffic enforcement coverage is deemed appropriate by the Police Department. Overtime traffic enforcement under this grant will focus primarily on maintaining and increasing public compliance with Oregon motor vehicle safety restraint laws and secondarily on other local traffic safety priority issues. The Department will notify their community of their planned participation in the blitz periods and their results (news media, social media, agency webpage or other.)

### **II. Problem Statement**

- A. Describe the problem(s) this project will try to impact:  
*(Describe the problem(s) you intend to impact with this grant.)*

The primary purpose of this project is to maintain or increase local compliance with motor vehicle safety restraint laws. The most recent 100-car survey done in our community was performed in September 2017, and revealed a local belt use rate of 98%. Activities include officer overtime for traffic enforcement and educational activities that facilitate compliance with Oregon motor vehicle restraint laws, including participation in three, two-week high-visibility enforcement "blitzes". Expenses to undergo initial child passenger safety certification training may also be covered (certification fee & lodging/travel/meals per diems).

- B. Provide summary data about the problem(s):  
*(Give summary data regarding the problem as it exists in your jurisdiction.)*

**Non-Use of Restraints:** According to the 2017 Oregon statewide observed use survey, 3.2% of front seat MV occupants do not routinely use restraints. During 2016, crash reports (FARS) indicate 22.35% of motor vehicle occupant fatalities were unrestrained (17% improvement from 2015) and 21 percent were of unknown restraint use status (62% increase from 2015).

**Improper Use of Safety Belts:** Oregon law requires "proper" use of safety belt and child restraint systems. Some adult occupants inadvertently compromise the effectiveness of their belt systems and put themselves or other occupants at severe risk of unnecessary injury by using safety belts improperly. This is most often accomplished by placing the shoulder belt under the arm or behind the back, securing more than one passenger in a single belt system, or using only the automatic shoulder portion of a two-part belt system (where the lap belt portion is manual).

**Improper Use of Child Restraint Systems:** Data collected through child seat fitting stations indicate the majority of child restraints are used incorrectly - up to 73 percent in 2014, according to Safe Kids Worldwide. Drivers are confused by frequently changing state laws, national "best practice" recommendations, and constantly evolving child seat technology.

**Premature Graduation of Children to Adult Belt Systems:** Crash data from 2015 indicates that of the 1,709 injured children under age twelve, 47 percent were reported not using a child restraint system. Although Oregon law requires use of child restraints to age eight or four feet nine inches in height, Safe Kids Worldwide indicates many children will be eight to twelve years of age before they meet this height requirement and can fit properly in an adult belt system.

- C. List current activities and associated agencies already involved in solving the problem(s):  
*(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)*

During 2017, 48 local police departments (four more than 2016), 22 Sheriffs Offices (19 in 2016), and Oregon State Police participated in ODOT Transportation Safety Division's safety belt overtime enforcement program. These agencies enforce restraint laws as a matter of routine when working traffic. However, smaller departments often do not have sufficient resources to adequately address traffic safety concerns so rely heavily on ODOT's federal overtime funding support to address local traffic safety issues.

### III. Objectives

*(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.*

**The following are examples:**

*"To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys."*

*"To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004."*

*"To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUI in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004."*

*"To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location."*

	Start Date	End Date	Objective
1.	1/17/2018	9/30/2018	Maintain or increase local compliance with Oregon safety restraint laws through enforcement and community education.
2.	2/08/2018	9/30/2018	Conduct overtime enforcement during blitz periods established by ODOT Transportation Safety Division to complement national Click It or Ticket and National Child Passenger Safety Week campaigns and at other times deemed appropriate by the Police Department.
3.	1/17/2018	9/30/2018	Conduct other overtime enforcement and/or education activities described in the Police Department's pre-application, attached as Exhibit A.

#### IV. Proposed Activities

##### A. Major Activities

*(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description what will be done, who will do it, and who will be affected.)*

	Start Date	End Date	Activity
1.	2/05/2018	2/18/2018	Conduct overtime enforcement during February 5 - Feb 18 blitz with focus on Belts/Child Restraints, Distracted Driving, & Speed.



2.	5/14/2018	5/27/2018	Conduct overtime enforcement during May 14- May 27 blitz and emphasize Nighttime/daytime Belt Use, Prohibition of Minors in Pickup Trucks - to complement nationwide "Click It or Ticket" mobilization.
3.	8/20/2018	9/02/2018	Conduct overtime enforcement during August 20 - September 2 blitz and emphasize Child Seats/Fitting Station Referrals, Distracted Driving & Speed, to complement National Child Passenger Safety Week.
4.	2/01/2018	9/30/2018	Notify community of planned participation in blitz periods and results (news media, social media, agency webpage or other.)
5.	1/17/2018	9/30/2018	Conduct overtime safety belt and child safety seat enforcement at other times when additional traffic enforcement coverage is deemed appropriate by the Police Department.
6.	9/01/2018	9/30/2018	Conduct end-of-year 100 - car survey of driver safety belt usage for comparison to beginning of year (rate on pre-application.)
7.	1/17/2018	9/30/2018	Record and summarize officer overtime enforcement activity including hours worked, number & type of enforcement contacts made on overtime and match, and education/media activity on forms provided by ODOT Transportation Safety Division.
8.	1/17/2018	10/31/2018	Prepare and submit claims for reimbursement of overtime on a monthly or quarterly basis (quarterly preferred) with copies of completed officer overtime activity reports and Department overtime summary reports for the period of requested overtime reimbursement.

Plans for sharing the project activities with others:

Officer and Department enforcement activity will be summarized and submitted to ODOT Transportation Safety Division along with Claims for Reimbursement on a monthly or quarterly basis (quarterly preferred). Partnerships will be pursued with other local law enforcement agencies, media, injury prevention organizations, and advocates.

B. Coordination

*(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)*

Is coordination with outside agencies or groups required? If **yes**, check here: ☒



**1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:**

Name/role of groups and agencies involved:

Department will coordinate blitz enforcement and media activities, as practical, with area OSP, Sheriffs Offices, and other police departments.

**2) Fill this if you did not check the box above:**

Ability to complete the project independently:

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**C. Continuation**

Plans to continue the project activities after funding ceases:

N/A

**V. Evaluation Plan**

**A. Evaluation Questions**

*(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)*

	<b>Evaluation Question</b>
1.	Was your Department able to participate in all three blitzes? Describe how your Department used overtime for traffic enforcement conducted outside of established blitz periods, if any.
2.	Briefly summarize how your Department used overtime, if any, for educational activities.
3.	How did your Department notify the community of participation in the blitz periods?
4.	How many contacts did your Department make during the year specifically for suspected safety belt or child restraint violations?
5.	Did your local safety belt use rate increase during the year, as evidenced by your 100-car survey at beginning and end of year?

**B. Data Requirements**

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.
2. Data System

Describe how the data will be collected, stored, and tabulated:

TSD will provide required 100-car survey and standard activity reporting forms on the Occupant Protection webpage. Agencies will summarize and submit enforcement data with their monthly claims; TSD will input to an internal, statewide database.

C. Evaluation Design

Describe how the data will be analyzed:

100-car survey results will be compared from start of grant year (time of application) to end of grant year (following last of three blitzes).

- D. Project Evaluation Preparation  
A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances.

## VI. Grant Project Budget Summary

- A. List of major budget items:

Staff (overtime) & match (straight time, other).

- B. Budget Allotment

The agency named in this document hereby applies for \$25,999.31 in Transportation Safety funds to be matched with \$6,500.00 in funds from source straight-time enforcement to carry out a traffic safety project described in this document.

## VII. Budget and Cost Sharing

**(Complete Form 737-1003 Budget and Cost Sharing.** You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

## VIII. Exhibits

- A. Exhibit A: Pre-application for Safety Belt Overtime Grant FFY 2018
- B. Exhibit B: Job Descriptions  
*Not required.*
- C. Exhibit C: Contracts or Service Agreements  
*(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSD)*

*to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)*

**IX. Agreements and Assurances**

*(READ, sign and attach to the grant project application.)*

**X. Approval Signatures**

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized.

**The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded, contingent upon authorization by Portland City Council of the grant award and agreement.**

**A. Agency Information**

Agency Name\*: For the Portland Police Bureau  
City of Portland, Oregon Office of  
Management & Finance Grants  
Management Division

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Street Address: 1120 SW Fifth Avenue, Rm 1250

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City: Portland

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State: OR

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Zip: 97204-1912

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**B. Project Director**

First Name:	Michael	Last Name:	Crebs
Title:	Captain, PPB Traffic Division	Email:	michael.crebs@portlandoregon.gov
Phone:	(503) 823-4173	Fax:	
Street Address:	c/o PPB Fiscal – Grants 1111 SW 2nd Avenue, Room 1406		
City:	Portland		
State:	OR		
Zip:	97204		

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## C. Authorizing Official of Agency Completing Application

First Name:	Ted	Last Name:	Wheeler
Title:	Mayor, City of Portland	Email:	MayorWheeler@portl andoregon.gov
Phone:	(503) 823-6862	Fax:	(503) 823-5384
Street Address:	1120 SW Fifth Avenue, Rm 1250		
City:	Portland		
State:	OR		
Zip:	97204-1912		

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation  
Transportation Safety Division, MS 3  
4040 Fairview Industrial Drive SE  
Salem, OR 97302-1142

Email completed electronic copy to your TSD Program Manager.

Failure to comply with applicable Federal statutes, regulations and directives may subject State officials or sub-recipients as applicable, to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

Each fiscal year the State will sign these Certifications and Assurances that the State complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

## **Certifications and Assurances**

### **Intergovernmental Review of Federal Programs**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

### **Section 402 Requirements**

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b)(1)(A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b)(1)(B));

At least 40 per cent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)) or 95 percent by and for the

benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b)(1)(D));

The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to:
  - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
  - Increase use of seatbelts by occupants of motor vehicles;
- Submission of information regarding mobilization participation in accordance with 23 CFR part 1300.11(d)(6)(ii);
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,
- An annual statewide safety belt use survey in accordance with 23 CFR part 1340 for the measurement of State safety belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.
- Coordination of its Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F)).

The State shall actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (j)).

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

### **Federal Funding Accountability and Transparency Act (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Sub-award and Executive Compensation Reporting August 27, 2010, ([https://www.fsrcs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrcs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRs.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if;

(i) the entity in the preceding fiscal year received-

(I) 80 percent or more of its annual gross revenues in Federal awards;

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

### **Nondiscrimination (applies to sub-recipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose

property has been acquired because of Federal or Federal-aid programs and projects);

• Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

• The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

• Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency—

• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

• Will administer the program in a manner that reasonably ensures that any of its sub-recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require any of its sub-recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;



- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

#### **The Drug-free Workplace Act of 1988 (41 U.S.C. 8103):**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The grantee's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  1. Abide by the terms of the statement.
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c) (2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c) (2), with respect to any employee who is so convicted –
  1. Taking appropriate personnel action against such an employee, up to and including termination.
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), and (e) above.

#### **Buy America Act (applies to sub-recipients as well as States)**

The State and each sub-recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the public interest (public interest waiver); 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality (non-availability waiver); or 3) use of products produced in the United States would increase the overall cost of a product by more than 25 percent (cost waiver). States may request a waiver of the Buy America Act requirements for purchases made with funds provided through grants under 23 U.S.C. §§ 402 and 405, provided they satisfy one of the above conditions.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to sub-recipients as well as States)**

The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Political Activity (Hatch Act) (applies to sub-recipients as well as States)**

The State will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**Certification Regarding Federal Lobbying (applies to sub-recipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Restriction on State Lobbying (applies to sub-recipients as well as States)**

None of the funds under this program will 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.

**Certification Regarding Debarment and Suspension**

**Instructions for Primary Certification (applies to sub-recipients as well as States)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections



of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to



whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its

principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**Policy to Ban Text Messaging While Driving**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving—
  - a. Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or
  - b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**Environmental Impact**

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning

document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

### Oregon General Grant Regulations

Any federal funds committed shall be subject to the continuation of funds made available to TSD by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action. Projects are funded for the federal fiscal year, which is October 1 through September 30 or the state fiscal year, which is July 1 through June 30. Typical grants are for one year but may be continued for up to two additional years. Public information and education projects are continued indefinitely.

The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The State, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of three years starting on the date the grantee submits its final request for reimbursement for this grant.

Any obligation of grant funds extends only to those costs incurred by the grantee after "Authorization to Proceed" for the particular part of the program involving costs.

Grant funds shall not be used for activities previously carried out with the grantee's own resources (supplanting).

Income earned through services conducted through the project should be used to offset the cost of the project and be included in the Budget and Cost Summary.

The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). **The grantee shall provide TSD a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available.** Federal funds received have the following Catalog of Federal Domestic Assistance (CFDA) numbers: 20.205, Highway Planning and Construction, 20.600, State and Community Highway Safety; 20.601, Alcohol Impaired Driving Countermeasures Incentive Grants; 20.602, Occupant Protection Incentive Grants; 20.608, Minimum Penalties for Repeat Offenders for Driving While Intoxicated; 20.609, Safety Belt Performance Grants;

20.610, State Traffic Safety Information System Improvement Grants; 20.611, Incentive Grant Program to Prohibit Racial Profiling; 20.612, Incentive Grant Program to Increase Motorcyclist Safety; 20.613, Child Safety and Child Booster Seats Incentive Grants; and 20.616, National Priority Programs – MAP-21.

The grantee shall reimburse TSD within 30 days for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.

The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapter 279A, 279B and 279C; the Attorney General Model Procurement Rules, OAR Chapter 137, Divisions 46, 47, 48 and 49, as may have been modified by a contracting agency pursuant to ORS 279A.065. [The Oregon Department of Administrative Services Administrative Rules (Oregon Administrative Rules, Chapter 125: and Oregon State Law, ORS Chapter 279)].

The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Transportation Safety Committee, the Department of Transportation, the Transportation Safety Division, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

### Project Director's Responsibilities

The Project Director is responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.



4. Complete a Quarterly Highway Safety Project Report. Each report must be signed by the Project Director or the Designated Alternate, and submitted to TSD by the tenth of the month following the close of each calendar quarter for the duration of the grant period. The Designated Alternate is an individual who is given the authority to sign Quarterly Highway Safety Project Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.
5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSD as follows:
  - a. Copies of invoices and/or receipts for all specified items must be submitted to TSD upon request with the Claim for Reimbursement;
  - b. claims may be submitted monthly, and must be submitted at least quarterly; and,
  - c. claims must be signed by the Project Director or the Designated Alternate (duplicated signatures will not be accepted).
6. Prepare a Project Director's Final Evaluation Report in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
  - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives;
  - b. A summary of the costs of the project including amount paid by TSD, funded agency, other agencies, and private sources. The amount of volunteer time should be identified;
  - c. Discussion of implementation process so that other agencies implementing similar projects can learn from your experiences; What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
  - d. Responses to Evaluation Questions. List each question and answer (refer to Data Table); and,
  - e. Completed Data Table.

The Project Director's Final Evaluation Report must be submitted within 35 days following the last day of the grant period.

#### **Project Revision**

1. Any proposed changes in the project objectives, key project personnel, time period, budget, or mailing address must be requested in writing, and receive approval by TSD. A Grant Adjustment Form will be signed by both TSD and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if the end of federal fiscal year is involved.

#### **Contracts and Other Service Agreements**

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSD to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.
2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
  - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
  - b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163);
  - c. Access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed;
  - d. Notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data.
4. Where applicable, contracts shall include the following provisions:
  - a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement (Contracts in excess of \$10,000);
  - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (Contracts in excess of \$10,000);
  - c. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (Contracts in excess of \$2,500);
  - d. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared



ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department (Contracts in excess of \$25,000).

#### **Travel**

1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports.
2. All out-of-state travel must be pre-approved by TSD. To receive authorization, the trip must be detailed on the project budget or requested in a grant adjustment. Reports on out-of-state trips shall be summarized on Quarterly Highway Safety Program Report.
3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSD.

#### **Development of Printed or Production Materials**

1. The grantee shall provide TSD with draft copies of all materials to be developed using grant funds. TSD may suggest revisions and must approve production.
2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSD and federal participation.
3. Materials produced through this project shall be provided to TSD for its use and distribution and may not be sold for profit by either the grantee or any other party.

#### **Equipment Purchased with Grant Funds**

1. A Residual Value Agreement shall be completed and submitted to TSD if grant funds are used in whole or in part to acquire any single item equipment costing \$5,000 or more or at TSD discretion. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with a property identification number.
2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSD. In such event, TSD may direct the grantee to transfer, return, keep, or otherwise dispose of the equipment.

#### **Termination**

1. TSD may terminate this Agreement for convenience in whole or in part whenever:
  - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
  - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
  - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.
2. TSD may, by written notice to grantee, terminate this Agreement for any of the following reasons:
  - a. The grantee takes any action pertaining to this Agreement without the approval of TSD and which under the provisions of this agreement would have required the approval of TSD; or,
  - b. The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
  - c. The grantee is in default under any provision of this Agreement.

#### **Conditions of Project Approval**

Actions taken by the Oregon Transportation Safety Committee, if any, regarding conditions under which this project is approved are given in the Conditions of Approval. The grantee agrees to follow these conditions in implementing the project.

#### **Contract Provisions and Signatures**

It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.

**Agreements and Assurances****Project Director:**

Michael Crebs, Captain

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date**Designated Alternate:**Catherine Reiland, Sr. Business  
Operations Manager\_\_\_\_\_  
Signature\_\_\_\_\_  
Date**Authorizing Government Official:**

Ted Wheeler, Mayor

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

TO BE COMPLETED BY TSD

Project No.: OP-18-45-03 QQQ

Title: Portland PB Safety Belt Overtime EnforcementOTC approval date: June 15, 2017Total project cost: \$32,499TSD grant funds: \$26,000All matching funds: \$6,500Matching source(s): Straight Time EnforcementAuthority to approve modifications to this  
agreement is delegated to the Transportation  
Safety Division grant manager.\_\_\_\_\_  
Manager, Transportation Safety Division Oregon  
Department of Transportation\_\_\_\_\_  
Date

# ODOT GRANT BUDGET AND COST SHARING

Project No.: OP-18-45-03 QQQ  
Project Name: Portland PB Safety Belt Overtime Enforcement  
Agency: Portland Police Bureau - OMF/Grants Mgmt

Project Period: 01/18/18 - 09/30/18  
(From) (To)

(Office Use Only)

Grant Adjustment #: 0

Grant Adjust. Effective Date: \_\_\_\_\_

Project Yr. (1-2-3, Ongoing): \_\_\_\_\_

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

## 1. Personnel Costs\*

A. Staff assigned and estimated hours:	Hours	Rate	Total Cost
Officer Straight Time Match	112.46 @ \$	44.46 /hr = \$	4,999.97
Sgt. Straight Time Match	29.33 @ \$	51.13 /hr = \$	1,499.64
Calc. Adjustment	1.00 @ \$	0.39 /hr = \$	0.39
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
Staff Subtotal			\$ 6,500.00

B. Overtime	Hours	Rate	Total Cost
Overtime Enforcement - Officer	295.63 @ \$	67.65 /hr = \$	19,999.37
Overtime Enforcement - Sgt.	77.12 @ \$	77.80 /hr = \$	5,999.94
Overtime Subtotal			\$ 25,999.31

C. Volunteer Time	Hours	Rate	Total Cost
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
Volunteer Subtotal			\$ -

## 2. Personnel Benefits

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
Benefits Subtotal			\$ -

## 3. Equipment

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
C.	\$ - @	0 =	\$ -
D.	\$ - @	0 =	\$ -
Equipment Subtotal			\$ -

## 4. Materials/Printing

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
C.	\$ - @	0 =	\$ -
Materials Subtotal			\$ -

## 5. Overhead/Indirect Costs

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
Overhead Subtotal			\$ -

TSD FUNDS	MATCH	TOTAL
\$0.00	\$6,500.00	\$6,500.00
\$25,999.31	\$0.00	\$25,999.31
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00

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## ODOT GRANT BUDGET AND COST SHARING

Project Number: Portland PB Safety Belt Overt

## 6. Other Project Costs

A. Travel In-State	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B. Travel Out-of-State (specify)***:			
	\$ - @	0 =	\$ -
C. Office Expenses (supplies, photocopy, telephone, postage)			
	\$ - @	0 =	\$ -
D. Other Costs (specify):			
1.)	\$ - @	0 =	\$ -
2.)	\$ - @	0 =	\$ -
3.)	\$ - @	0 =	\$ -
4.)	\$ - @	0 =	\$ -
5.)	\$ - @	0 =	\$ -
Other Project Costs Subtotal			\$ -

## 7. Consultation/Contractual Services \*\*

<u>Consultation/Contractual Services **</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total Cost</u>
<u>A.</u>	\$ - @	0 =	\$ -
<u>B.</u>	\$ - @	0 =	\$ -
	<b>Consultation/Contractual Services Total</b>		<b>\$ -</b>

## 8. Mini-Grants \*\*\*

<u>Mini-Grants ***</u>	<u>TSD</u>	<u>Match</u>
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
<b>Mini-Grants Subtotals</b>	<b>\$ -</b>	<b>\$ -</b>

<b>TOTAL</b>	100%
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### COST SHARING BREAKDOWN

1. TSD Funds	\$ 25,999.31	80%
2. Match: State		
3. Match: Local	\$ 6,500.00	20%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 32,499.31	100%

TSD FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$25,999.31	\$6,500.00	\$32,499.31

**Budget Comments:**

\* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.

\*\* TSD approval required prior to expenditures.

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OREGON DEPARTMENT OF TRANSPORTATION  
Transportation Safety Division

188867

## Reports And Claims Due Dates

**Project No.:** OP-18-45-03 QQQ

**Project Title:** Portland PB Safety Belt Overtime Enforcement

**Calendar:** FEDERAL FISCAL YEAR 2018

**Grant Year:** 2018

### Reports/Claims

### Due Dates

<b>First Quarter ( October 01 - December 31 )</b>	
Claims for Reimbursement	Monday, February 5, 2018
<b>Second Quarter ( January 01 - March 31 )</b>	
Claims for Reimbursement	Saturday, May 5, 2018
<b>Third Quarter ( April 01 - June 30 )</b>	
Claims for Reimbursement	Sunday, August 5, 2018
<b>Fourth Quarter ( July 01 - September 30 )</b>	
Claims for Reimbursement	Monday, November 5, 2018
<b>Project Evaluation Report</b>	
Evaluation Report Due	Monday, November 5, 2018
<b>Claims for Reimbursement</b>	
Final Claims	Monday, November 5, 2018

The undersigned agree that the information included above has been reviewed and the required due dates and final deadlines are understood.

**Project Director's Name:** Capt. Michael Crebs, PPB Traffic Division

**Project Director's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☐ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

☐ Women  
☐ Persons with Disabilities  
☐ African-Americans  
☐ Hispanics  
☐ Asians or Pacific Islanders  
☐ American Indians  
☐ Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

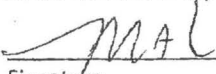
Indicate all that apply:

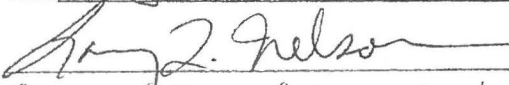
☐ Women  
☐ Persons with Disabilities  
☐ African-Americans  
☐ Hispanics  
☐ Asians or Pacific Islanders  
☐ American Indians  
☐ Alaskan Natives

3. ☒ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 11 day of DECEMBER, 2017, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

  
 Signature  
 Printed Name: MICHAEL A. KREBS  
 Title: CAPTAIN

  
 Bureau of Human Resources Signature  
 Printed Name: Larry T. Nelson  
 Title: BHR Finance Manager

<sup>1</sup> "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



**Safety Belt Overtime Grants FY2018  
BASIC GRANT POLICIES**

The objective of ODOT's safety belt overtime grant program is to increase compliance with Oregon's occupant restraint laws towards the State's goal of reducing traffic crash fatality and injury rates. The following grant policies are consistent with an overall strategy of using **"high-visibility traffic law enforcement to increase public awareness and compliance"** with Oregon's safety belt and child restraint laws.

**ACTIVITIES ELIGIBLE FOR REIMBURSEMENT:**

**Required Activities ---**

- Officer **overtime (OT)** for enforcement focusing on occupant restraint, distracted driving, speed & other traffic violations (**up to 100% of total grant.**)
- Officer **overtime** to conduct observed use surveys at beginning and end of year.
- Officer **overtime** to prepare grant reporting materials (straight time would be match).

**Optional Activities ---**

- Officer **overtime** for conducting public education activities that promote proper occupant restraint use. Examples include child seat inspections, community traffic safety events, safety belt alternative sentencing courses. (**Up to 35% of total grant.**)
- Officer **overtime** to promote safety belt enforcement blitzes or child passenger safety events with the media.
- **Roundtrip mileage (at state rates) and course fees to undergo National Standardized Child Passenger Safety Technician Certification training.**

**Reporting Enforcement "Contacts".** Total contacts are the sum of cites and warnings issued during the reporting period. Contacts are recorded separately for overtime during blitz periods, overtime outside blitz periods, and those made on straight time.

**Match.** Match is calculated as the value of any item or service the grantee agency contributes to promoting "traffic safety" in general. Common match items include volunteer time, straight time traffic enforcement, patrol vehicle engine hours, officer training time, etc.

**Use of "Reserve" Officers.** Reserves may work **overtime** in accordance with their own agency policy and union contract provisions. Their participation may be counted as match.

ODOT Transportation Safety Division  
SAFETY BELT OVERTIME ENFORCEMENT PROGRAM

2018 Schedule of Events

October 1, 2017 – September 30, 2018 NEW FEDERAL GRANT YEAR FFY 2018

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**2018**

January 8 (Mon) ~~Pre-Blitz Reminder Sent to Agencies~~

February 5 – 18 (Mon-Sun) **Blitz #1: Belts/Child Restraints, Texting & Speed**

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April 16 (Mon) Pre-Blitz Reminder Sent to Agencies

May 14 – May 27 (Mon-Sun) **Blitz #2: Night Time/Daytime Belts,  
Minors in Open Pickup Beds**  
*"Click It or Ticket" Mobilization* *Nationwide*

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July 16 (Mon) Pre-Blitz Reminder Sent to Agencies

August 20 - Sept 2 (Mon-Sun) **Blitz #3: Child Seats/Fitting Station Referrals,  
Texting & Speed**

September 23 - 29 (Sun-Sat) *"Child Passenger Safety Week"* *Nationwide*  
September 29 *Seat Check Saturday* *Nationwide*

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**Bold** = Enforcement dates

*\*Italicized events for information only.*

*Need more info?*

ODOT Occupant Protection Program, see <http://www.oregon.gov/ODOT/TS/safetybelts.shtml>

Click It or Ticket materials, see <http://www.trafficsafetymarketing.gov/ciot>



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**CITY OF PORTLAND, OREGON****Bureau of Police**

Ted Wheeler, Mayor

Danielle M. Outlaw, Chief of Police

1111 S.W. 2nd Avenue • Portland, OR 97204 • Phone: 503-823-0000

Integrity • Compassion • Accountability • Respect • Excellence • Service

**MEMORANDUM**

November 21, 2017

TO: Tracy Reeve  
City Attorney

Subject: Traffic Enforcement Grant Agreement Provisions

The Oregon Department of Transportation passes federal transportation grant funds to the Portland Police Bureau to reimburse it for police officer and sergeant overtime used to conduct enhanced traffic safety enforcement missions. The City has entered into numerous grant agreements with the State of Oregon over the years to accept this grant funding. These resources have extended the Police Bureau's capacity to improve traffic safety.

The City Attorney's Office identified an issue related to the indemnification language included in the grant agreements which would seek to limit the City's potential liability. Specifically, that the City may agree to indemnify the state as to the City's negligence or wrongful acts on the condition that the City's liability is limited by the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act. The agreement references Article XI, Section 10, which does not apply to the City, so limiting or conditioning the City's liability subject to Article XI, Section 10 of the Constitution does not protect the City. The City wants to limit its liability subject to the Oregon Constitution, Article XI, Section 9, because that section says the City cannot lend its credit to corporations or other nongovernmental entities. The City Attorney's Office has interpreted this language to mean that the City may not indemnify the state (or other parties) as to the acts of third parties such as a City contractor. In other words, the City cannot agree to pay the state for damages caused by a City contractor. Moreover, the indemnification clause is so broadly written that the state could argue that the City could be liable for the acts of any third party as long as it related to the "performance of this Agreement."

The City Attorney's Office indicated that the Police Bureau may accept the indemnification language as stated in the agreement, but the bureau must also accept the risk (however small) that the City's liability might extend to the acts of third parties in violation of Article XI, Section 9 of the Oregon Constitution. The bureau accepting this risk is a condition required by the City Attorney prior to the City entering into the agreement.



ODOT\_PPB Third Party Liability Memorandum  
Page Two

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The Police Bureau appreciates this advice, and it has carefully reviewed the issue internally as well as with its partners at the Oregon Department of Transportation. It has examined the potential risk based on the manner in which it performs under these agreements. The City Attorney's Office has indicated that if the City is not using contractors to perform the work under the grant agreement, it is unlikely that the City will be forced to indemnify the state for the acts of third parties. The bureau does not rely on any third party contractors to perform any activity under these grant award agreements, and it has no intention to do so in the future.

Based on this review, the Police Bureau has determined that the potential liability risk is very low, and it accepts the business risk of entering into these agreements.



Danielle M. Outlaw  
Chief of Police