

**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Division Grant Agreement  
(Federal Funded only)

This Transportation Safety Division Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Division hereinafter referred to as ODOT or Agency, and the public entity named as the Applicant in Exhibit A, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

**Agreement Terms and Conditions**

**1. Effective Date.** When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of 10/01/2018 and terminates on 09/30/2019 (the "Grant Period"), unless terminated earlier. No Grant Funds are available for expenditures after the end of the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$22,000** (the "Grant Funds") for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by Agency [insert website link if available], and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and may need approval of the funding

agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval. [RESERVED].**

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Recipient agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs").

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (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.

**d. Conditions Precedent to Reimbursement.**

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- (i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- (ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and
- (iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget

or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.).

Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds.

All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a

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license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** A Residual Value Agreement, in the form provided by Agency, shall be completed and submitted to Agency if Grant Funds are used in whole or in part to acquire any single item equipment costing \$5,000 or more. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. 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.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's 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 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

### 8. Recovery of Grant Funds.

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Recipient shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

(i) have been duly authorized by all necessary action of Grantee;

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(ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws, (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

### 10. Records Maintenance and Retention.

#### **a. Records, Access to Records and Facilities.**

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the

attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

### 11. Sub-agreements.

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

(i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;

(ii) 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 subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;

(iii) Notice of Agency's 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 subcontract, and requirements and regulations pertaining to copyrights and rights in data; and

(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits

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Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) 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) (subcontracts in excess of \$10,000);
- (iii) 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) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000); and

(v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Recipient's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it

determines that Recipient's Subgrantee is prohibited from defending State or that Recipient's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit D to this Agreement. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6**.

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

- (i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- (iii) Federal or state laws, rules, regulations or guidelines

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are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

(i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;

(ii) Grantee fails to cure any performance as provided in Section 12.c;

(iii) Grantee fails to perform any other obligation required under this Agreement; or

(iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

(i) Terminating Agency's commitment and obligations under the Agreement as provided in Section 12;

(ii) Requiring repayment of the Grant Funds and all interest earned by Recipient on those Grant Funds as provided in Section 8.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will

preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address |  
listed in Exhibit A

Attn: Project Director: As listed |  
in Exhibit A

ODOT  
ODOT Contact: Kelly Mason

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an

agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**j. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**k. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



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

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**EXHIBIT A**  
**GRANT PROJECT APPLICATION**

*Project No:* OP-19-45-03 VVV

*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 safety belt 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 October 2018 and revealed a local belt use rate of 98%. Activities include officer overtime for traffic 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 diem).



- 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 25.9% of motor vehicle occupant fatalities were unrestrained.

**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 2016 indicates that of the 1,992 injured children under age twelve, 10 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 2018, forty-six local police departments (48 in 2017), twenty-one Sheriffs Offices (22 in 2017), 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 identified 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.	10/01/2018	9/30/2019	Maintain or increase local compliance with Oregon safety restraint laws through enforcement and community education.
2.	10/01/2018	9/30/2019	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 local Police Department.
3.	10/01/2018	9/30/2019	Conduct other overtime enforcement and/or education activities described in the agency's Notice of Opportunity, as grant funds allow.

### 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
--	------------	----------	----------

## Safety Belt Overtime Enforcement Grant Program

1.	2/04/2019	2/17/2019	Conduct overtime enforcement during February 4 - Feb 17 blitz with focus on Belts/Child Restraints, Distracted Driving, & Speed.
2.	5/13/2019	6/02/2019	Conduct overtime enforcement during May 13 - June 2 blitz and emphasize Nighttime/daytime Belt Use, Prohibition of Minors in Pickup Trucks - to complement nationwide "Click It or Ticket" mobilization.
3.	8/19/2019	9/01/2019	Conduct overtime enforcement during August 19 - September 1 blitz and emphasize Child Seats/Fitting Station Referrals, Distracted Driving & Speed, to complement National Child Passenger Safety Week.
4.	2/01/2019	9/10/2019	Notify community of planned participation in blitz periods <b>and results</b> (news media, social media, agency webpage or other.)
5.	10/01/2018	9/30/2019	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.	9/01/2019	9/30/2019	Conduct end-of-year 100 - car survey of driver safety belt usage for comparison to beginning of year (rate on pre-application.)
7.	10/01/2018	9/30/2019	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.	10/01/2018	9/30/2019	Prepare and submit claims for reimbursement of overtime, <b>using actual officer OT rates</b> , on a monthly or quarterly basis 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. Partnerships will be pursued with other local law enforcement agencies, media, injury prevention organizations, and advocates.

## B. Coordination

## Safety Belt Overtime Enforcement Grant Program

*(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, Sheriff's Offices, and other police departments.

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

Ability to complete the project independently:

--

### 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.)*

	Evaluation Question
1.	Did the Department participate in the required enforcement in the grant year? Describe how the Department used overtime for traffic enforcement conducted outside of established blitz periods, if any.
2.	Briefly summarize how the Department used overtime, if any, for traffic safety educational activities.
3.	How did the Department notify the community of participation in the blitz periods? Attach examples or sample.

## Safety Belt Overtime Enforcement Grant Program

4.	How many contacts did the Department make during the year specifically for suspected safety belt or child restraint violations?
5.	Did the local safety belt use rate increase during the year, as evidenced by the 100-car survey at beginning and end of the grant year? What was that rate?

### 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 TSD website. Agencies will summarize and submit enforcement data with their quarterly claims and final evaluation report.

### 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 \$22,000.00 in Transportation Safety funds to be matched with \$5,500.00 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

## Safety Belt Overtime Enforcement Grant Program

must include a separate budget for each year for which you are requesting funding.)

### VIII. Exhibits

- A. Exhibit A: Notice of Opportunity for Safety Belt Overtime Grant FFY 2019
- 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.**

#### A. Agency Information

Agency Name\*: Portland Police Bureau - OMF/Grants Mgmt  
Street Address: 1120 SW Fifth Avenue, Rm 1250  
City: Portland  
State: OR  
Zip: 97204-1912

#### B. Project Director

First Name:	<u>Stephanie</u>	Last Name:	<u>Lourenco</u>
Title:	<u>Captain</u>	Email:	<u>Stephanie.Lourenco@portlandoregon.gov</u>
Phone:	<u>503-823-0310</u>	Fax:	<u></u>
Street Address:	<u>1120 SW Fifth Avenue, Rm 1250</u>		
City:	<u>Portland</u>		
State:	<u>OR</u>		
Zip:	<u>97204-1912</u>		

Signature:  Date: 11/19/18

Safety Belt Overtime Enforcement Grant Program

C. Authorizing Official of Agency Completing Application

First Name:	Ted	Last Name:	Wheeler
Title:	Mayor	Email:	MayorWheeler@portlandoregon.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.

APPROVED AS TO FORM

CITY ATTORNEY

12/12/18

# Safety Belt Overtime Enforcement Grant Program

## EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project No.: OP-19-45-03 VV  
 Project Name: PORTLAND PB SAFETY BELT OVERTIME ENFORCEMENT  
 Agency: Portland Police Bureau - OMF/Grants Mgmt

Project Period: 10/01/18 09/30/19  
 (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
Straight Time Match		85.15 @ \$	64.59 /hr = \$	5,499.84
Calc. Adjustment		1.00 @ \$	0.16 /hr = \$	0.16
		0.00 @ \$	- /hr = \$	-
		0.00 @ \$	- /hr = \$	-
		0.00 @ \$	- /hr = \$	-
		0.00 @ \$	- /hr = \$	-
Staff Subtotal				\$ 5,500.00
B. Overtime		Hours	Rate	Total Cost
Overtime Enforcement		275.48 @ \$	79.86 /hr = \$	21,999.83
Calc. Adjustment		1.00 @ \$	0.17 /hr = \$	0.17
Overtime Subtotal				\$ 22,000.00
C. Volunteer Time		Hours	Rate	Total Cost
		0.00 @ \$	- /hr = \$	-
		0.00 @ \$	- /hr = \$	-
Volunteer Subtotal				\$ -

### 2. Personnel Benefits

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

### 3. Equipment

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

### 4. Materials/Printing

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

### 5. Overhead/Indirect Costs

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

TSD FUNDS	MATCH	TOTAL
\$0.00	\$5,500.00	\$5,500.00
\$22,000.00	\$0.00	\$22,000.00
\$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



# Safety Belt Overtime Enforcement Grant Program

## EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project Number: PORTLAND PB SAFETY BEL

### 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 \*\*

A.	Unit Cost	# of Units	Total Cost
\$ - @ 0 = \$ -			
B. \$ - @ 0 = \$ -			
Consultation/Contractual Services Total			\$ -

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

	TSD	Match
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
Mini-Grants Subtotals	\$ -	\$ -

**TOTAL**

### COST SHARING BREAKDOWN

1. TSD Funds	\$ 22,000.00	80%
2. Match: State		
3. Match: Local	\$ 5,500.00	20%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 27,500.00	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
\$0.00	\$0.00	\$0.00
\$22,000.00	\$5,500.00	\$27,500.00

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.

**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and  
(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative**

**Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that 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. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee 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);

## Safety Belt Overtime Enforcement Grant Program

- 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).

In addition, Grantee:

- 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 Project 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 Grant Agreement 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 or Oregon 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 of Oregon 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.

**11. Buy America Act.** 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. Grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Grant 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.

**12. Prohibition on Using Grant Funds to Check for Helmet Use.** Grantee will not use 23 CFR 1300.25 Grant Funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** Grantee 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.

**14. Certification Regarding Federal Lobbying.**

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.

b. 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 Agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Grantee 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 Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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.

**15. Restriction on State Lobbying.** None of the Grant Funds 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.

**16. Certification Regarding Debarment and Suspension.**

a. 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.

b. 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.

c. 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.

b. 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.

c. 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.

d. 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.

e. 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

## Safety Belt Overtime Enforcement Grant Program

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.

f. 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.

g. 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.

h. 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.

e. 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,

## Safety Belt Overtime Enforcement Grant Program

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.

**Debarment and Suspension.** Grantee shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify Agency immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

Safety Belt Overtime Enforcement Grant Program

STATE OF OREGON acting by and through its  
Department of Transportation

By: \_\_\_\_\_

Highway Safety Section-Manager,  
TSD

Date \_\_\_\_\_

**GRANTEE: Project Director:**

Signature: *S. Lourenco*

Print Name and Title:  
Captain S. Lourenco #37836

Date 11/19/18

**GRANTEE: Designated Alternate:**

Signature: *Catherine A. Reiland 11-20-2018*

Print Name and Title:  
Catherine A. Reiland Sr. Business Operations Mgr.

Date \_\_\_\_\_

**GRANTEE: Authorizing Official:**

By: \_\_\_\_\_

Print Name and Title:  
\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

*Mary Reiland*

CITY ATTORNEY

12/12/18



Safety Belt Overtime Enforcement Grant Program

EXHIBIT D  
INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Portland Police Bureau
2. Subrecipient unique entity identifier (e.g. DUNS number): 05-497-1197
3. Federal Award Identification Number (FAIN): 69A3751830000405bORH
4. Federal Award Date: 10/01/2018
5. Sub-award Period of Performance Start and End Date: From 10/01/2018 to 09/30/2019
6. Total Amount of Federal Funds Obligated by this Agreement: \$22,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$64,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$64,000
9. Federal award project description: The Portland Police Bureau will conduct safety belt 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.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Division
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
11. Assistance Listing (CFDA) Number and Name: 20.616 – 405b  
Amount: \$22,000
12. Is Award Research and Development? ☐ Yes ☒ No
13. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency.

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that

X Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable



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

## Reports And Claims Due Dates

**Project No.:** OP-19-45-03 VVV

**Project Title:** PORTLAND PB SAFETY BELT OVERTIME ENFORCEMENT

**Calendar:** FEDERAL FISCAL YEAR 2019

**Grant Year:** 2019

Reports/Claims	Due Dates
<b>First Quarter ( October 01 - December 31 )</b>	
<del>Quarterly Reports</del>	<del>Thursday, January 10, 2019</del>
Claims for Reimbursement	Tuesday, February 5, 2019
<b>Second Quarter ( January 01 - March 31 )</b>	
<del>Quarterly Reports</del>	<del>Wednesday, April 10, 2019</del>
Claims for Reimbursement	Sunday, May 5, 2019
<b>Third Quarter ( April 01 - June 30 )</b>	
<del>Quarterly Reports</del>	<del>Wednesday, July 10, 2019</del>
Claims for Reimbursement	Monday, August 5, 2019
<b>Fourth Quarter ( July 01 - September 30 )</b>	
<del>Quarterly Reports</del>	<del>Thursday, October 10, 2019</del>
Claims for Reimbursement	Tuesday, November 5, 2019
<b>Project Evaluation Report</b>	
Evaluation Report Due	Tuesday, November 5, 2019
<b>Claims for Reimbursement</b>	
Final Claims	Tuesday, November 5, 2019

**Note:** Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSD Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSD Program Manager.

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. Stephanie Lourenco

**Project Director's Signature:**  **Date:** 11/19/18

**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 19 day of November, 2018, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

  
Signature

Printed Name: Captain S. Lourenco #37836

Title: \_\_\_\_\_

<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.

**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Division Grant Agreement  
(Federal Funded only)

This Transportation Safety Division Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Division hereinafter referred to as ODOT or Agency, and the public entity named as the Applicant in Exhibit A, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

**Agreement Terms and Conditions**

**1. Effective Date.** When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of 10/01/2018 and terminates on 09/30/2019 (the "Grant Period"), unless terminated earlier. No Grant Funds are available for expenditures after the end of the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$30,000** (the "Grant Funds") for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by Agency [insert website link if available], and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and may need approval of the funding

agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval. [RESERVED].**

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Recipient agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs").

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (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.

**d. Conditions Precedent to Reimbursement.**

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

(i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;

(ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and  
(iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget

or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a

## Speed Enforcement Grant Program

license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** A Residual Value Agreement, in the form provided by Agency, shall be completed and submitted to Agency if Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. 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.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's 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 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

### 8. Recovery of Grant Funds.

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Recipient shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

(i) have been duly authorized by all necessary action of Grantee;

(ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws, (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **10. Records Maintenance and Retention.**

### **a. Records, Access to Records and Facilities.**

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the

attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

## **11. Sub-agreements.**

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

(i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;

(ii) 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 subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;

(iii) Notice of Agency's 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 subcontract, and requirements and regulations pertaining to copyrights and rights in data; and

(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits

## Speed Enforcement Grant Program

Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) 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) (subcontracts in excess of \$10,000);
- (iii) 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) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and

(v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Recipient's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it

determines that Recipient's Subgrantee is prohibited from defending State or that Recipient's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit D to this Agreement. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Section 6.

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

(i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;

(ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

(iv) The Project would not produce results commensurate with the further expenditure of funds; or

(v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or

(vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or

(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines



are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
  - (ii) Grantee fails to cure any performance as provided in Section 12.c;
  - (iii) Grantee fails to perform any other obligation required under this Agreement; or
  - (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Recipient on those Grant Funds as provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will

preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

## Speed Enforcement Grant Program

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address  
listed in Exhibit A

Attn: Project Director: As listed  
in Exhibit A

ODOT  
ODOT Contact: Kristin Twenge

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an

agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**j. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**k. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Speed Enforcement Grant Program

STATE OF OREGON acting by and through its  
Department of Transportation

By: \_\_\_\_\_

Highway Safety Section-Manager, TSD

Date \_\_\_\_\_

**GRANTEE: Project Director:**

Signature: 

Print Name and Title: Captain S. Lourenco #37836

Date 12/20/18

**GRANTEE: Designated Alternate:**

Signature: 

Print Name and Title:

Catherine A. Reiland Sr. Business Ops. Mgr.

Date 12-21-2018

**GRANTEE: Authorizing Official:**

By: \_\_\_\_\_

Print Name and Title: Mayor Ted Wheeler

Date \_\_\_\_\_

APPROVED AS TO FORM



CITY ATTORNEY

2/1/19

Exhibit A



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

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**GRANT PROJECT APPLICATION**

*Project No:* M8SC-19-35-05 PPB

*Project Name:* Portland Police Speed OT

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**

Provide overtime for speed enforcement by PPB at top speed involved crash locations within the city, determined from ODOT CARS data as well as locations identified by Portland Police Bureau Traffic Division. These locations may include but are not limited to 82nd Ave, 122nd, SE Powell, Division, Foster Rd, Marine Drive, Lombard, Burnside, Sandy, Beaverton-Hillsdale Hwy, SW Barbur, 99E, and the freeways.

**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.)*

Speed related crashes are historically difficult to prevent; enforcement is a countermeasure which has proven effective. This grant is intended to provide sustained overtime enforcement throughout the period of the grant.

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

34% of the 2016 fatal crashes in Region 1 were speed related crashes, up from 31% in 2015. 22% of serious injury crashes in Region 1 were speed related in 2016.

- 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.)*

The Portland Police Bureau has motor officers and sergeants dedicated to traffic enforcement to work the overtime speed enforcement missions. Multnomah County Sheriff's Office and the Portland Police Bureau may jointly patrol some areas under this grant to reduce speed related serious injury and fatal crashes.

### 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 DUII 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.	10/01/2018	9/30/2019	Portland Police Traffic Division will have targeted overtime speed enforcement missions to reduce speed related serious injury and fatal crashes in the city of Portland.
2.	10/01/2018	9/30/2019	As a second priority of these missions, officers should enforce other traffic safety violations such as use of mobile electronic devices while driving, failure to use safety belt, and impaired driving.
3.	10/01/2018	9/30/2019	Reduce the number of fatal speed involved crashes in Region 1 from the 2016 number of 45 by 3% (44).

**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.**)*

	<b>Start Date</b>	<b>End Date</b>	<b>Activity</b>
1.	10/01/2018	9/30/2019	Overtime enforcement targeted toward speeders in the city of Portland with the goal to be at least three enforcement contacts per hour of overtime worked by each individual officer during the enforcement period.
2.	10/01/2018	9/30/2019	Provide data in standardized reporting form for overtime and match hours worked which includes: Location Worked; Number of Stops, Citations and Warnings; Speeding; DUI; Seatbelts. (Sample data form will be provided).
3.	10/01/2018	9/30/2019	Ensure timesheets and statistics are gathered at the end of each detail from each participating officer. Warnings must be written to be counted in statistics. Ensure capture of all information contained on the data form provided by ODOT TSD.
4.	10/01/2018	9/30/2019	Prepare results report and provide to TSD via email with each monthly or quarterly claim. Copy PPB grants.

**Plans for sharing the project activities with others:**

When possible, work with other local LEA's for HVE events.

## Speed Enforcement Grant Program

### 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:

--

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

Ability to complete the project independently:

PPB is able to complete this project independently.

--

### C. Continuation

Plans to continue the project activities after funding ceases:

The goal of this grant is to provide consistent and sustained speed enforcement throughout the period of the grant to reduce speed related crashes in Region 1. ODOT will review this program annually to determine future locations and agency participation.
--

**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.	How many overtime hours were utilized for speed enforcement? What was the total number of citations and warnings issued on grant overtime hours? How many citations were issued for speed during the grant period?
2.	Were media outlets utilized during any high visibility speed enforcement missions?
3.	Was there an overall decrease in serious injury and fatal crashes in the city of Portland from the same time period in 2018?

**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:

Data will be tallied and other data under the statewide traffic enforcement program via the year end use reports.

**C. Evaluation Design**

Describe how the data will be analyzed:

The data will be evaluated to ensure it is benefiting law enforcement agencies and having an impact on traffic safety.

**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:**

Speed enforcement overtime.

**B. Budget Allotment**

The agency named in this document hereby applies for \$30,000.00 in Transportation Safety funds to be matched with \$7,500.00 in funds from source Straight time speed 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: Data Table**

*(To be developed at a later date.)*

**B. Exhibit B: Job Descriptions**

*(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)*

**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.**

Speed Enforcement Grant Program

A. Agency Information

Agency Name\*: Portland Police Bureau -  
OMF/Grants Mgmt  
Street Address: 1120 SW Fifth Avenue, Rm 1250  
City: Portland  
State: OR  
Zip: 97204-1912

B. Project Director

First Name: Stephanie Last Name: Lourenco  
Title: Captain Email: Stephanie.Lourenco  
@portlandoregon.gov  
Phone: 503-823-0310 Fax: \_\_\_\_\_  
Street Address: 1120 SW Fifth Avenue, Rm 1250  
City: Portland  
State: OR  
Zip: 97204-1912

Signature:  Date: 12/20/18  
C. Authorizing Official of Agency Completing Application

First Name: Ted Last Name: Wheeler  
Title: Mayor Email: MayorWheeler@portl  
andoregon.gov  
Phone: (503) 823- 6944 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  
4040 Fairview Industrial Drive SE - MS 3  
Salem, OR 97302-1142

Email completed electronic copy to your TSD Program Manager.

APPROVED AS TO FORM

  
CITY ATTORNEY 2/1/19

# Exhibit B

## ODOT GRANT BUDGET AND COST SHARING

Project No.: M8SC-19-35-05 PPB  
 Project Name: Portland Police Speed OT  
 Agency: Portland Police Bureau - OMF/Grants Mgmt

Project Period: 10/01/18 (From) 09/30/19 (To)

(Office Use Only)

Grant Adjustment #: 0

Grant Adjust. Effective Date: 12/20/2018

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
Straight Time Rate	116.11 @ \$	64.59 /hr = \$	7,499.54
Calc Adjustment	1.00 @ \$	0.46 /hr = \$	0.46
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
Staff Subtotal			\$ 7,500.00

B. Overtime	Hours	Rate	Total Cost
Overtime Rate	309.62 @ \$	96.89 /hr = \$	29,999.08
Calc Adjustment	1.00 @ \$	0.92 /hr = \$	0.92
Overtime Subtotal			\$ 30,000.00

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

**2. Personnel Benefits**

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

**3. Equipment**

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

**4. Materials/Printing**

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

**5. Overhead/Indirect Costs**

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

TSD FUNDS	MATCH	TOTAL
\$0.00	\$7,500.00	\$7,500.00
\$30,000.00	\$0.00	\$30,000.00
\$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

### Portland Police Speed OT

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

8.	Mini-Grants ***	TSD	Match
A.	\$ -	\$ -	
B.	\$ -	\$ -	
C.	\$ -	\$ -	
D.	\$ -	\$ -	
E.	\$ -	\$ -	
F.	\$ -	\$ -	
G.	\$ -	\$ -	
H.	\$ -	\$ -	
	Mini-Grants Subtotals	\$ -	\$ -

### COST SHARING BREAKDOWN

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
\$0.00	\$0.00	\$0.00
\$30,000.00	\$7,500.00	\$37,500.00

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\*\* TSD approval required prior to expenditures.

**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative**

**Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that 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. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee 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);

## Speed Enforcement Grant Program

- 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).

In addition, Grantee:

- 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 Project 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 Grant Agreement 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 or Oregon 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 of Oregon 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.

**11. Buy America Act.** 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. Grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Grant 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.

**12. Prohibition on Using Grant Funds to Check for Helmet Use.** Grantee will not use 23 CFR 1300.25 Grant Funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** Grantee 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.

**14. Certification Regarding Federal Lobbying.** Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.

b. 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 Agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Grantee 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 Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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.

**15. Restriction on State Lobbying.** None of the Grant Funds 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.

**16. Certification Regarding Debarment and Suspension.**

a. 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.

b. 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.

c. 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.

b. 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.

c. 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.

d. 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.

e. 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



## Speed Enforcement Grant Program

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.

f. 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.

g. 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.

h. 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.

e. 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,

## Speed Enforcement Grant Program

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.

**Debarment and Suspension.** Grantee shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify Agency immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

## Speed Enforcement Grant Program

### EXHIBIT D INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\*

#### Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Portland, City Of
2. Subrecipient unique entity identifier (e.g. DUNS number): 05-497-1197
3. Federal Award Identification Number (FAIN): 69A375130000405eORC
4. Federal Award Date: 10/01/2018
5. Sub-award Period of Performance Start and End Date: From 10/01/2018 to 09/30/2019
6. Total Amount of Federal Funds Obligated by this Agreement: \$30,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$94,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$94,000
9. Federal award project description: Provide overtime for speed enforcement by PPB at top speed involved crash locations within the city, determined from ODOT CARS data as well as locations identified by Portland Police Bureau Traffic Division.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Division
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
11. Assistance Listing (CFDA) Number and Name: 20.616 – 405e  
Amount: \$30,000
12. Is Award Research and Development? ☐ Yes ☒ No
13. Indirect cost rate for the Federal award: N/A %

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency.

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

#### Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable



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

## Reports And Claims Due Dates

**Project No.:** M8SC-19-35-05 PPB

**Project Title:** Portland Police Speed OT

**Calendar:** FEDERAL FISCAL YEAR 2019

**Grant Year:** 2019

Reports/Claims	Due Dates
<b>First Quarter ( October 01 - December 31 )</b>	
Quarterly Reports	<del>Thursday, January 10, 2019</del>
Claims for Reimbursement	<del>Tuesday, February 5, 2019</del>
<b>Second Quarter ( January 01 - March 31 )</b>	
Quarterly Reports	<del>Wednesday, April 10, 2019</del>
Claims for Reimbursement	Sunday, May 5, 2019
<b>Third Quarter ( April 01 - June 30 )</b>	
Quarterly Reports	<del>Wednesday, July 10, 2019</del>
Claims for Reimbursement	Monday, August 5, 2019
<b>Fourth Quarter ( July 01 - September 30 )</b>	
Quarterly Reports	<del>Thursday, October 10, 2019</del>
Claims for Reimbursement	Tuesday, November 5, 2019
<b>Project Evaluation Report</b>	
Evaluation Report Due	Tuesday, November 5, 2019
<b>Claims for Reimbursement</b>	
Final Claims	Tuesday, November 5, 2019

**Note:** Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSD Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSD Program Manager.

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:** Stephanie Lourenco

**Project Director's Signature:**  **Date:** 12/20/18

**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 20 day of December, 2018, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

  
\_\_\_\_\_  
Signature  
Printed Name: Captain S. Lourenco #37836  
Title: \_\_\_\_\_

<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.

# Advanced Motor Officer Training Grant Program

## OREGON DEPARTMENT OF TRANSPORTATION Transportation Safety Division Grant Agreement (Federal Funded only)

This Transportation Safety Division Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Division hereinafter referred to as ODOT or Agency, and the public entity named as the Applicant in Exhibit A, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

### Agreement Terms and Conditions

**1. Effective Date.** When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of 10/01/2018 and terminates on 09/30/2019 (the "Grant Period"), unless terminated earlier. No Grant Funds are available for expenditures after the end of the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed \$12,000 (the "Grant Funds") for eligible costs of the Project.

### 4. Project

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to Section 5c hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by Agency [insert website link if available], and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and may need approval of the funding

agency (identified in Section 8 of this Agreement) if the end of the grant award year is involved.

### c. Conditions of Project Approval. [RESERVED].

### 5. Grant Funds.

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Recipient agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs").

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with Section 6 of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (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.

**d. Conditions Precedent to Reimbursement.** ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

(i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;

(ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under Section 13 of this Agreement has occurred or is occurring; and  
(iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget

or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.)

Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a

## Advanced Motor Officer Training Grant Program

license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** A Residual Value Agreement, in the form provided by Agency, shall be completed and submitted to Agency if Grant Funds are used in whole or in part to acquire any single item equipment costing \$5,000 or more. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. 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.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's 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 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report, this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

### 8. Recovery of Grant Funds.

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Recipient shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State of Oregon.

**9. General Representation and Warranties of Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

(i) have been duly authorized by all necessary action of Grantee;



(ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws, (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

#### **10. Records Maintenance and Retention.**

##### **a. Records, Access to Records and Facilities.**

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the

attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

#### **11. Sub-agreements.**

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following: (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;

(ii) 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 subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed; (iii) Notice of Agency's 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 subcontract, and requirements and regulations pertaining to copyrights and rights in data; and

(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits

## Advanced Motor Officer Training Grant Program

Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) 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) (subcontracts in excess of \$10,000);
- (iii) 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) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and

(v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Recipient's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it

determines that Recipient's Subgrantee is prohibited from defending State or that Recipient's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit D to this Agreement. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Section 6.

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

- (i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- (iii) Federal or state laws, rules, regulations or guidelines

## Advanced Motor Officer Training Grant Program

are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
- (ii) Grantee fails to cure any performance as provided in Section 12.c;
- (iii) Grantee fails to perform any other obligation required under this Agreement; or
- (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in Section 12;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Recipient on those Grant Funds as provided in Section 8.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will

preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

## Advanced Motor Officer Training Grant Program

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address  
listed in Exhibit A

Attn: Project Director: As listed  
in Exhibit A

ODOT  
ODOT Contact: Kristin Twenge

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in Exhibit C), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an

agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**j. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**k. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Advanced Motor Officer Training Grant Program

STATE OF OREGON acting by and through its  
Department of Transportation

By: \_\_\_\_\_

Highway Safety Section-Manager,  
TSD

Date \_\_\_\_\_

GRANTEE: Project Director:

Signature: 

Print Name and Title:

Lt. Jason Pearce, Traffic Division

Date 1/1/19

GRANTEE: Designated Alternate:

Signature: 

Print Name and Title:

Catherine Reiland, Senior Business Operations Manager, PPB Fiscal Division

Date 12-21-2018

GRANTEE: Authorizing Official:

By: \_\_\_\_\_

Print Name and Title:

Ted Wheeler, Mayor

Date \_\_\_\_\_

APPROVED AS TO FORM



CITY ATTORNEY 2/1/19



OREGON DEPARTMENT OF TRANSPORTATION  
Transportation Safety Division

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**EXHIBIT A**  
**GRANT PROJECT APPLICATION**

*Project No:* PT-19-30-04 PPB

*Project Name:* Advanced Motor Officer Training

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**

Provide funds to Portland Police Bureau Traffic Division Motor Unit for the development, instruction, and operation of an Advanced Motor Officer rider training course to maintain motor officer responder and scene safety specific to the unique training needs of Oregon Motor Officers.

**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.*)

Typical motor officer training focuses heavily on slow speed maneuvers that challenge the riders balance, clutch control and coordination. To maintain motor officer safety, emphasis must be added in dealing with real-world speeds and street situations that officer's encounter daily. Emphasis must be placed on initiating and completing traffic stops safely - both high and low risk. In addition to traffic stops, motor officers are often responsible for traffic incident management at a crash scene; training related to scene safety and clearance is also needed.

There is insufficient training being provided to Oregon motor officers in key training areas of cornering, emergency braking, pursuit safety and emergency obstacle avoidance such as other drivers, pedestrians and bicyclists. Motor officers need to have situational training where they encounter and safely avoid such obstacles. Motor officers are also often relied on for special events that puts them at a greater risk of serious injury (such as motorcade training and high speed responses to daily incidents in heavy traffic).

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

DPSST does not currently provide any motor officer curriculum; the only advanced training available to many agencies is through TSD grant funded trainings. Advanced Motor Officer training is vital to maintain motor officer safety.

- 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.)

Most motor officer training is provided on an as-needed basis by local jurisdictions. Some jurisdictions host collaborative training sessions but most are providing this training in house or on the job. The training provided is inconsistent in content, theory, application and evaluation. Advanced training instructed by Portland Police Bureau will provide the officers with the opportunity to learn and practice effective real world motor officer skills and strategies and help to maintain motor officer safety while responding to traffic incidents and on traffic stops and crashes. Portland's motor instructors have recently spent time in Carson City and Texas learning new and advanced motor officer skills and techniques which they will incorporate into this training and share statewide.

### 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."*

## Advanced Motor Officer Training Grant Program

	Start Date	End Date	Objective
1.	10/01/2018	9/30/2019	Develop a "real life" training for Oregon Motor Officers to develop their riding skills in real world and high speed situations.
2.	10/01/2018	9/30/2019	Provide training opportunities for police motor officers using Portland Police Bureau motor officer instructors in new content and theory to advance rider skills.
3.	10/01/2018	9/30/2019	Provide at least 2 training opportunities for police motor officers from other police agency motor units using the DPSST Emergency Vehicle Operations Course (EVOC) track in Salem prior to September 30, 2019.

#### 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.	10/01/2018	9/30/2019	Develop content and motor officer course to challenge the rider and provide new skills.
2.	10/01/2018	9/30/2019	Train at least 40 motor officers from around the state in advanced motor officer training at DPSST.
3.	10/01/2018	9/30/2019	Submit Training Roster to ODOT TSD.
4.	10/01/2018	9/30/2019	Obtain course evaluation from riders. Include their self-rated skills increase from training to determine if they feel their skill level increased.

Plans for sharing the project activities with others:

This is a collaborative effort involving motor officers throughout the State.

##### 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:**



## Advanced Motor Officer Training Grant Program

Name/role of groups and agencies involved:

Portland Police Bureau, DPSST, ODOT, city and county police agencies.

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

Ability to complete the project independently:

### C. Continuation

Plans to continue the project activities after funding ceases:

At this time, the need for advance motor officer rider training is needed and training should continue; and will involve trainers from other agencies to act as a train the trainer program. This will support continued consistency in training.

## 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.)*

	Evaluation Question
1.	How many Motor Officers participated in training?
2.	How many police motor instructors were trained, evaluated and utilized?
3.	Have student course evaluations been submitted to TSD? Did the majority of riders feel their skills improved?
4.	Was a listing of all students' names and the agencies they represented provided to TSD?
5.	Was training provided to PPB motor unit?
6.	Was training provided to other law enforcement motor units?
7.	Was the training created to be sustainable and able to be repeated?

## Advanced Motor Officer Training Grant Program

8.	Were at least 40 motor officers trained in advanced officer skills training exhibiting a 33% increase from the 30 officers trained last 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:

1. Number of courses.
2. Number of invitations sent and to what agencies.
3. Number of students who attended.

### C. Evaluation Design

Describe how the data will be analyzed:

Portland Police Bureau will review and report all data quarterly and compile all data in a final report at the end of the grant period.

### 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:

Training (trainer/instructor overtime), materials/supplies, lodging and meals.

### B. Budget Allotment

The agency named in this document hereby applies for \$12,000.00 in Transportation Safety funds to be matched with \$11,200.00 in funds from source Officer attendee time 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: Data Table  
(To be developed at a later date.)

## Advanced Motor Officer Training Grant Program

- B. Exhibit B: Job Descriptions  
*(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)*
- 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.**

**A. Agency Information**

Agency Name\*: Portland Police Bureau -  
OMF/Grants Mgmt

Street Address: 1120 SW Fifth Avenue, Rm 1250

City: Portland

State: OR

Zip: 97204-1912

**B. Project Director**

First Name: Jason Last Name: Pearce

Title: Lt. Email: Jason.pearce@portlandoregon.gov

Phone: 5038232188 Fax: \_\_\_\_\_

Street Address: Traffic Divison 7214 N.  
Philadelphia Ave.

City: Portland

State: OR

Zip: 97203

Signature:  Date: 1/11/19

# Advanced Motor Officer Training Grant Program

## C. Authorizing Official of Agency Completing Application

First Name:	Ted	Last Name:	Wheeler
Title:	Mayor	Email:	MayorWheeler@portlandoregon.gov
Phone:	(503) 823-6944	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  
4040 Fairview Industrial Drive SE - MS 3  
Salem, OR 97302-1142  
Email completed electronic copy to your TSD Program Manager.

# Advanced Motor Officer Training Grant Program

## EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project No.: PT-19-30-04 PPB  
 Project Name: Advanced Motor Officer Training  
 Agency: Portland Police Bureau - OMF/Grants Mgmt

Project Period: 10/01/18 (From) 09/30/19 (To)

(Office Use Only)

Grant Adjustment #: 0  
 Grant Adjust. Effective Date: 11/19/2018  
 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
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
Staff Subtotal			\$ -

B. Overtime	Hours	Rate	Total Cost
PPB Officer/Sgt OT	105.00 @ \$	95.00 /hr = \$	9,975.00
	0.00 @ \$	- /hr = \$	-
Overtime Subtotal			\$ 9,975.00

C. Volunteer Time	Hours	Rate	Total Cost
Officer Attendee Time	320.00 @ \$	35.00 /hr = \$	11,200.00
	0.00 @ \$	- /hr = \$	-
Volunteer Subtotal			\$ 11,200.00

### 2. Personnel Benefits

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

### 3. Equipment

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

### 4. Materials/Printing

	Unit Cost	# of Units	Total Cost
A. Training Supplies	\$ 325.00 @	1 =	\$ 325.00
B.	\$ - @	0 =	\$ -
C.	\$ - @	0 =	\$ -
Materials Subtotal			\$ 325.00

### 5. Overhead/Indirect Costs

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

TSD FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$9,975.00	\$0.00	\$9,975.00
\$0.00	\$11,200.00	\$11,200.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$325.00	\$0.00	\$325.00
\$0.00	\$0.00	\$0.00

# Advanced Motor Officer Training Grant Program

## EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project Number: Advanced Motor Officer Traini

### 6. Other Project Costs

A. Travel In-State	Unit Cost	# of Units	Total Cost
Lodging/Meals	\$ 1,700.00 @	1 =	\$ 1,700.00
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 \*\*

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
Consultation/Contractual Services Total			\$ -

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

	TSD	Match
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
Mini-Grants Subtotals		\$ -

**TOTAL**

### COST SHARING BREAKDOWN

1. TSD Funds	\$ 12,000.00	52%
2. Match: State		
3. Match: Local	\$ 11,200.00	48%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 23,200.00	100%

TSD FUNDS	MATCH	TOTAL
\$1,700.00	\$0.00	\$1,700.00
\$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	\$0.00
\$12,000.00	\$11,200.00	\$23,200.00

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.

**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and  
(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that 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. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee 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)).

In addition, Grantee:

- 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 Project 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 Grant Agreement 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 or Oregon 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 of Oregon 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.

**11. Buy America Act.** 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. Grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Grant 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.

**12. Prohibition on Using Grant Funds to Check for Helmet Use.** Grantee will not use 23 CFR 1300.25 Grant Funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** Grantee 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.

**14. Certification Regarding Federal Lobbying.**

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.

b. 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 Agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Grantee 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 Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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.

**15. Restriction on State Lobbying.** None of the Grant Funds 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.

**16. Certification Regarding Debarment and Suspension.**

a. 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.

b. 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.

c. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

e. 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,

## Advanced Motor Officer Training Grant Program

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.

**Debarment and Suspension.** Grantee shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify Agency immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

# Advanced Motor Officer Training Grant Program

## EXHIBIT D INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\*

### Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Portland Police Bureau
2. Subrecipient unique entity identifier (e.g. DUNS number): 05-497-1197
3. Federal Award Identification Number (FAIN): 69A37518300004020OR0
4. Federal Award Date: 10/01/2018
5. Sub-award Period of Performance Start and End Date: From 10/01/2018 to 09/30/2019
6. Total Amount of Federal Funds Obligated by this Agreement: \$12,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$94,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$94,000
9. Federal award project description: Provide funds to Portland Police Bureau Traffic Division Motor Unit for the development, instruction, and operation of an Advanced Motor Officer rider training course to maintain motor officer responder and scene safety specific to the unique training needs of Oregon Motor Officers.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Division
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
11. Assistance Listing (CFDA) Number and Name: 20.600 - 402  
Amount: \$12,000
12. Is Award Research and Development? ☐ Yes ☒ No
13. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency.

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

### Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable



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

## Reports And Claims Due Dates

**Project No.:** PT-19-30-04 PPB

**Project Title:** Advanced Motor Officer Training

**Calendar:** FEDERAL FISCAL YEAR 2019

**Grant Year:** 2019

### Reports/Claims

### Due Dates

<b>First Quarter ( October 01 - December 31 )</b>	
Quarterly Reports	Thursday, January 10, 2019
Claims for Reimbursement	Tuesday, February 5, 2019
<b>Second Quarter ( January 01 - March 31 )</b>	
Quarterly Reports	Wednesday, April 10, 2019
Claims for Reimbursement	Sunday, May 5, 2019
<b>Third Quarter ( April 01 - June 30 )</b>	
Quarterly Reports	Wednesday, July 10, 2019
Claims for Reimbursement	Monday, August 5, 2019
<b>Fourth Quarter ( July 01 - September 30 )</b>	
Quarterly Reports	Thursday, October 10, 2019
Claims for Reimbursement	Tuesday, November 5, 2019
<b>Project Evaluation Report</b>	
Evaluation Report Due	Tuesday, November 5, 2019
<b>Claims for Reimbursement</b>	
Final Claims	Tuesday, November 5, 2019

**Note:** Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSD Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSD Program Manager.

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:** Lt. Jason Pearce

**Project Director's Signature:**

**Date:**

1/11/19

**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 17 day of November, 2018, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

  
Signature

Printed Name: Captain S. Lourenco #37836

Title: \_\_\_\_\_

<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.