RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Texas Highway Traffic Safety Program Grant Agreement, including all necessary documents, letters, understandings and assurances contained therein, and accept a grant in the amount not to exceed $66,881.00 from the Texas Department of Transportation, for the purpose of conducting special traffic enforcement programs; that the Chief of Police be authorized to sign and submit any necessary revisions to the operational plan; that the grant officials be as designated in the agreement; and that the Mayor be authorized to execute on behalf of the City of El Paso, any grant amendments or corrections to the initial Grant Agreement which increase, decrease or deobligate program funds provided that no additional City funds are required, or which decrease the amount of matching funds, and any documents to request and accept an extension of the award ending date for the grant. No matching funds required.

ADOPTED this 13th day of April 2004.

CITY OF EL PASO

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Elaine S. Hengen
Assistant City Attorney

#99472/HENGEN/Police Y30

— For TxDOT Use Only —	
☒ Federal Pass Through	Misc. Contract Number: 584XXF6136
Grant Funds CFDA #20.604	Charge Number: 040405D1AK
☐ State Grant Funds	Project Year: 1

PIN (14 characters only): 17460007499000

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department, and the City of El Paso, hereinafter called the Subgrantee, and becomes effective when fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n):

☐ State Agency
☒ Unit of Local Government
☐ Non-Profit Organization
☐ Educational Institution
☐ Other (describe): _____.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Plan for the following Fiscal Year(s) 2004.

Project Title: STEP - CIOT

Brief Project Description: To conduct a two week occupant protection enforcement effort during the Memorial Day Holiday period.

Grant Period: The Grant becomes effective on May 1, 2004, or on the date of final signature of both parties, whichever is later, and ends on September 30, 2004 unless terminated or otherwise modified.

Maximum Amount Eligible for Reimbursement: $66,881.

The following attachments are incorporated as indicated as a part of the Grant Agreement:

- Attachment A, Mailing Addresses
- Attachment B, General Terms and Conditions (TxDOT Form 1854)
- Attachment C, Project Description (TxDOT Form 2076)
- Attachment D, Action Plan (TxDOT Form 1852)
- Attachment E, Project Budget (TxDOT Form 2077 or 2077-LE)
- ☒ Attachment F, Operational Plan (TxDOT Form 2109) (for Selective Traffic Enforcement Program grants only)

Project Title: STEP - CIOT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory for the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization. At the time the signatory for the Subgrantee signs the Grant Agreement, she/he will sign and submit to the Department a letter designating signature authority by position title for grant-related documents other than the Grant Agreement or Grant Agreement amendments. These other grant-related documents will include, but not be limited to, the following: performance reports, final performance report and administrative evaluation report, Requests For Reimbursement (RFRs), and routine correspondence.

THE SUBGRANTEE

City of El Paso
[Legal Name of Agency]

By _____
[Authorized Signature]

Joe Wardy
[Name]

Mayor
[Title]

Date: _____

Under authority of Ordinance or Resolution Number (for local governments):

_____

Approved as to form:

Elaine S. Hengen, Asst. City Attorney

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission.

By_____
District Engineer
Texas Department of Transportation
(For local project grants under $100,000 or for grants of $100,000 or more that are recommended for approval.)

Date: _____

By_____
Director, Traffic Operations Division
Texas Department of Transportation
(Not required for local project grants under $100,000.)

Date: _____

Attachment A

Project Title: CIOT - STEP

Mailing Addresses

For the purpose of this agreement, the **following addresses shall be used to mail all required notices, reports, claims, and correspondence.** (NOTE: For warrants (checks), the address indicated by the electronic mail code, which is the last three digits of the PIN on page 1 of this Grant Agreement, shall be used for disbursing payments. If that address is not where the Subgrantee wants warrants or checks to be sent, the Subgrantee needs to notify the Department of any appropriate changes.

For Subgrantee (Project Director):

Name: Raymond A. Chaires

Title: Sergeant

Organization: El Paso Police Department

Address: 911 N. Raynor

El Paso, Texas, 79903

Phone: (915) 564-7044

Fax: (915) 564-7089

E-mail: Chairesr@ci.el-paso.tx.us

Note: Any change in the Subgrantee information in this Attachment A, Mailing Addresses, does not require an amendment to the Grant Agreement. However, the Subgrantee must submit a letter with the corrected information to the Department address below within 15 days of the change.

For Texas Department of Transportation:

Name: Patricia Dalbin

Title: Traffic Safety Specialist

Organization: Texas Department of Transportation

Address: 13301 Gateway West

El Paso, Texas, 79928-5410

Phone: (915) 790-4384

Fax: (915) 790-4424

E-mail: Pdalbin@dot.state.tx.us

Attachment B

Project Title: STEP- Memorial Day Holiday CIOT

Texas Traffic Safety Program
GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR, Part 18; 49 CFR, Part 19 (OMB Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

Project Title: STEP- Memorial Day Holiday CIOT

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment E, Traffic Safety Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment E, Traffic Safety Project Budget, specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments made hereunder will be made in accordance with Attachment E, Traffic Safety Project Budget. The Subgrantee's expenditures may overrun a budget category in the approved Project

Budget without a grant (budget) amendment, as long as the overrun does not exceed five (5) percent of the maximum amount eligible for reimbursement in the budget for the covered fiscal year and there is also a commensurate underrun elsewhere in the Project Budget. The Subgrantee must provide written notification to the Department of an overrun of five (5) percent or less in order for there to be approval of the Request for Reimbursement. This notification must be in the form of an attachment to the Request for Reimbursement that covers the period of the overrun. This attachment must indicate the amount, the percent change, and the specific reason(s) for the overrun. Any overrun of more than five (5) percent of the amount eligible for reimbursement in the budget for the covered fiscal year requires an amendment of this Grant Agreement. The maximum amount eligible for reimbursement shall not be increased above the total Department (TxDOT) amount in the approved Project Budget as a result of exceeding a budget category without a written grant amendment.

C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with Attachment E, Traffic Safety Project Budget, within the time frame specified in Grant Period on page 1 of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:

- A-21, Cost Principles for Institutions of Higher Education;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
- A-122, Cost Principles for Nonprofit Organizations.

F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in Attachment D, Action Plan, within thirty (30) days after the end of the billing period. The Subgrantee will use billing forms acceptable to the Department. The original Request for Reimbursement, with the appropriate backup documentation, must be submitted to the Department address shown on Attachment A, Mailing Addresses, of this Agreement. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.

H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal funds are limited to the length of this Grant Period, which is specified on page 1 of this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and which have demonstrated performance that is acceptable to the Department.

Project Title: STEP- Memorial Day Holiday CIOT

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment designated by the Department. Any amendment must be executed by the parties within the Grant Period, as specified on page 1 of this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than ten (10) days after the end of each reporting period, as designated in Attachment D, Action Plan, the Subgrantee shall submit a performance report using forms provided or approved by the Department. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

Project Title: STEP- Memorial Day Holiday CIOT

The Subgrantee shall submit the Final Performance Report and Administrative Evaluation Report within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon this Agreement, including:

A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified on page 1 of this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

Project Title: STEP- Memorial Day Holiday CIOT

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director acting as referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified on page 1 of this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

ARTICLE 14. SUBCONTRACTS

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

Project Title: STEP- Memorial Day Holiday CIOT

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Project Title: STEP- Memorial Day Holiday CIOT

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Project Title: STEP- Memorial Day Holiday CIOT

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three (3) year period preceding this Agreement 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 federal, state, or local public 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 records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

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

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Project Title: STEP- Memorial Day Holiday CIOT

C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at: http://www.dot.state.tx.us/cso/default.htm.

Project Title: CIOT - STEP
Name of Subgrantee: City of El Paso

Traffic Safety Project Description
With Surveys

I. OBJECTIVES & PERFORMANCE MEASURES

The Objectives of this grant are to accomplish the following by September 30, 2004:

To increase safety belt use among drivers, front seat passengers, and child passengers during the Memorial Day holiday period and in locations as defined in Attachment F, Operational Plan.

Objectives/Performance Measures	Number
A. Number and type citations to be **issued under STEP**	
1. Safety belt citations to be issued during the Memorial Day Holiday Click It or Ticket (CIOT) STEP	2400
2. Child safety seat citations to be issued during the Memorial Day Holiday CIOT STEP	600
B. Number of STEP enforcement hours worked	1200
C. Increase the safety belt usage rate among drivers and front seat passengers during the Memorial Day Holiday CIOT STEP, between pre & post survey results, by at least the following percentage points	2
D. Complete administrative and general grant requirements as defined in the Action Plan, Attachment D.	
1. Submit the following number of Performance Reports, including the Final Performance Report and Administrative Evaluation Report.	1
2. Submit the following number of Requests for Reimbursement	1
E. Support grant enforcement efforts with public information and education (PI&E) as defined in the Action Plan, Attachment D.	
1. Conduct a minimum of one (1) presentation for each Memorial Day Holiday CIOT STEP conducted.	1
2. Conduct a minimum of two (2) media exposure for each Memorial Day Holiday CIOT STEP conducted (e.g., news conferences, news releases and interviews).	2
3. Conduct a minimum of one (1) community event.	1
4. Obtain and distribute the following number of public information and education materials.	

NOTE:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

II. RESPONSIBILITIES OF THE SUBGRANTEE:

A. Carry out the objectives and performance measures of this grant by implementing all activities in the Action Plan, Attachment D.

B. The Objective Performance Measures shall be included in each Performance Report and summarized in the Final Performance Report and Administrative Evaluation Report.

C. Submit all required reports to the Department fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions, Attachment B. This includes reporting to the Department on progress, achievements, and problems in periodic performance reports. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.

D. A Final Performance Report and Administrative Evaluation Report summarizing all activities and accomplishments will be submitted on Department approved forms no later than thirty (30) days after the grant ending date.

E. Attend meetings according to the following:

   1. The Subgrantee will arrange for meetings with the Department as indicated in the Action Plan to present status of activities, discuss problems and schedule for the following quarter's work.

   2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.

F. When applicable, all newly developed public information and education (PI&E) materials must be submitted to the Department for written approval prior to final production. Contact the Department regarding PI&E procedures.

G. No out of state travel is allowed under this grant agreement.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

K. Carry out the objectives of this grant by implementing the Operational Plan.

L. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge/identification number, type of grant worked, grant site number, mileage if applicable (including starting and ending mileage), hours worked, type of citation/arrest issued, officer and supervisor signatures.

M. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty.

N. Support grant enforcement efforts with Public Information and Education (PI&E). Salaries being claimed for PI&E activities must be included in the budget.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

Q. Officers assigned to Occupant Protection sites should be trained in the Traffic Occupant Protection Strategies (TOPS), Operation Kids, or Child & Adult Restraint Education Strategies (CARES). These courses are approved by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).

R. The Subgrantee must enter all Performance and Annex Report data into the Buckle Up Texas Website (www.buckleuptexas.com) before submitting hard copy reports to the Department. Printed versions of the Website reports are acceptable versions for hard copy submissions.

S. The Subgrantee must utilize the Department's Occupant Protection Survey Tools and Worksheets to determine their survey results. These documents can be found in the Buckle Up Texas Website (www.buckleuptexas.com).

T. Submit Performance and Annex Reports to the Department by June 16, 2004.

III. RESPONSIBILITIES OF THE DEPARTMENT:

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. Review of periodic reports
2. Physical inspection of project records
3. Telephone conversations
4. E-mails and letters
5. Meetings

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the Traffic Safety Project Budget, Attachment E. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of the Grant Agreement.

E. Perform an administrative review of the project at the close of the grant period to include a review of adherence to the Action Plan, Attachment D, the Traffic Safety Project Budget, Attachment E and attainment of project objectives.

Texas Department of Transportation

Form 1852 (rev. 3/18/2003)

CIOT
ACTION PLAN
FY 04

Attachment D

PROJECT TITLE: CIOT - STEP

SUBGRANTEE: City of El Paso

OBJECTIVE: To complete administrative and general grant requirements by 9/30/04, as defined below:

KEY:
p = planned activity
c = completed activity
r = revised

ACTIVITY	RESPONSIBLE	PROJECT MONTH													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Submit letter regarding signature authority.	Subgrantee								p						
2. Submit operational cost per vehicle mile (If applicable).	Subgrantee								p						
3. Hold Grant delivery meeting.	Department								p						
4. Submit Performance Reports.	Subgrantee									p					
5. Submit Requests for Reimbursement.	Subgrantee										p				
6. Submit Final Performance Report and Administrative Evaluation Report.	Subgrantee													p	
7. Conduct monitoring visit.	Department									p					
8. Submit documentation of any grant training (if applicable)	Subgrantee														

Texas Department of Transportation

Form 1852 (rev. 3/18/2003)

CIOT
ACTION PLAN
FY 04

Attachment D

PROJECT TITLE: CIOT - STEP

SUBGRANTEE: City of El Paso

OBJECTIVE: To support grant efforts with a public information and education (PI&E) program by 9/30/04, as defined below:

KEY:
p = planned activity
c = completed activity
r = revised

Modify these activities as appropriate: **ACTIVITY**	**RESPONSIBLE**	PROJECT MONTH													
		OC	**NO**	**DE**	**JA**	**FE**	**MR**	**AP**	**MY**	**JN**	**JL**	**AU**	**SE**	**OC**	**NO**
1. Determine quantities of materials needed.	Subgrantee								p						
2. Obtain PI&E materials from the Department	Subgrantee								p						
3. Maintain records of all PI & E material received/distributed.	Subgrantee								p						
4. Conduct or participate in news conference(s)	Subgrantee								p						
5. Issue news release(s).	Subgrantee								p	p					
6. Conduct presentations.	Subgrantee								p						
7. Participate in community events (e.g., health or safety fairs, booths).	Subgrantee								p						

Texas Department of Transportation

Form 2077-LE (rev. 3/19/2004)

Attachment E

CIOT
Traffic Safety Project Budget
(for Law Enforcement Projects)

Project Title: CIOT - STEP

Name of Subgrantee: City of El Paso

Fiscal Year: 04

☐ Check here if this is a revised budget.
Date Revised: _____

(Round figures to nearest dollar)

	TxDOT	Other/ State/Local	TOTAL
Budget Category I – Labor Costs			
(100) Salaries			
☒ Overtime or ☐ Regular Time			
Salary rates are estimated for budget purposes only. Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.			
List details:			
A. Enforcement (overtime)			
1. Officers/Deputies: 1,200.00 hrs. @ $33.00 per hr.	39,600		39,600
2. Sergeants: _____ hrs. @ $_____ per hr.			0
3. Lieutenants: _____ hrs. @ $_____ per hr.			0
B. PI&E Activities (overtime) [TxDOT amount not to exceed 10% of Total TxDOT Salaries budgeted (100)]			
40.00 hrs. @ $33.00 per hr.	1,320		1,320
C. Other (i.e., overtime staff, supervisory support, conducting surveys, in-house instructors for OP violators course) [TxDOT amount not to exceed 10% of Grand Total TxDOT Amount]			
Specify: Administrative Officer			
37.00 hrs. @ $40.00 per hr.	1,480		1,480
Total Salaries	42,400	0	42,400
(200) Fringe Benefits*			
Specify fringe rates:			
A. Overtime: 23.76%	10,075		10,075
B. Part-Time: _____%			0
C. Regular Time: _____%			0
Total Fringe Benefits	10,075	0	10,075
(300) Travel and Per Diem*			0
Reimbursements will be in accordance with Subgrantee's travel policy. Subgrantee must bill for actual travel expenses — not to exceed the limits reimbursable under state law.			
I. Total Labor Costs (100 + 200 + 300)	52,475	0	52,475

*** Budget Detail Required:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

Project Title: CIOT - STEP
Subgrantee: City of El Paso

Fiscal Year: 04

☐ Check here if this is a revised budget.
Date Revised: _____

(Round figures to nearest dollar)

	TxDOT	Other/ State/Local	TOTAL
Budget Category II – Other Direct Costs			
(400) Equipment*			0
(500) Supplies*			0
(600) Contractual Services*			0
(700) Other Miscellaneous*			
A. Subgrantee Vehicle Mileage: Rates used only for budget estimate. Reimbursement will be made according to the approved subgrantee's average cost per mile to operate patrol vehicles, not to exceed the state rate. Documentation of cost per mile is required prior to reimbursement.			
38,416.00 miles @ $0.3750 per mile	14,406		14,406
B. Registration fees (training, workshops, conferences, etc.)			0
C. Public information & education (PI&E) materials			0
1. Educational items = $_____ (eg.: brochures, bumper stickers, posters, fliers, etc.)			
2. Promotional items = $_____ (eg.: key chains, magnets, pencils, pens, mugs, etc.)			
D. Other*			0
Total Other Miscellaneous	14,406	0	14,406
II. Total Other Direct Costs (400 + 500 + 600 + 700)	14,406	0	14,406
Budget Category III – Indirect Costs			
(800) Indirect Cost Rate* (at _____%)			0
Summary:			
Total Labor Costs	52,475	0	52,475
Total Other Direct Costs	14,406	0	14,406
Total Indirect Costs	0	0	0
Grand Total (I+II+III)	66,881	0	66,881
Fund Sources (Percent Share)	100.00%	0.00%	

*** Budget Detail Required:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

TRAFFIC SAFETY OPERATIONAL PLAN - No Surveys

FY04 Memorial Day Holiday CIOT STEP

SITE DESCRIPTION	Enforcement Period
1. Occupant Protection Jurisdiction wide (Daylight hours)	Memorial Day May 24 - June 6

Pre-Media Campaign					Enforcement Blitz														Post-Media Campaign					
May													June											
19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12

Description of Activities

Pre-Media Campaign
Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. Media will emphasize the special target groups of each enforcement wave effort, i.e. CIOT. (5/19 - 5/23)

Enforcement Blitz
Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic. (5/24 – 6/6)

Post-media Campaign
Conduct local media events to tell the public why the safety belt laws are important and the results of the wave. (6/7 – 6/12)

JOE WARDY
MAYOR

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1
ROBERT A. CUSHING Jr.
DISTRICT NO. 2
JOSE ALEXANDRO LOZANO
DISTRICT NO. 3
JOHN COOK
DISTRICT NO. 4
DANIEL S. POWER
DISTRICT NO. 5
PAUL J. ESCOBAR
DISTRICT NO. 6
VIVIAN ROJAS
DISTRICT NO. 7
ANTHONY COBOS
DISTRICT NO. 8

March 25, 2004

Mr. Charles H. Berry, Jr., P.E.
District Engineer
Texas Department of Transportation
13301 Gateway West
El Paso, TX 79928-5410

RE: City of El Paso Police Dept. FY 04 TxDOT grant agreement – Vehicle Costs

Dear Mr. Berry:

The City of El Paso—El Paso Police Department calculates the cost for vehicle usage for Special Traffic Enforcement Programs at a fixed rate of $12.00 per hour. The fixed rate is the current rate used under El Paso Municipal Code Chapter 13.32 and is in effect for all vehicle usage rate applications.

Sincerely,

Joe Wardy
Mayor

JOE WARDY
MAYOR

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1
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DISTRICT NO. 2
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ANTHONY COBOS
DISTRICT NO. 8

March 25, 2004

Mr. Charles H. Berry, Jr., P.E.
District Engineer
Texas Department of Transportation
13301 Gateway West
El Paso, TX 79928-5410

RE: City of El Paso Police Dept. FY 04 TxDOT grant agreement – Signature Authority

Dear Mr. Berry:

I hereby authorize any of the following officials to sign documents relating to the aforementioned grants to include authorizing changes to pre-approved operational plans:

Comptroller – City of El Paso (requests for reimbursement)

Deputy Chief, Regional Operations (miscellaneous relevant documents)

Lieutenant, Headquarters Traffic Division (operational plan amendments)

These documents may include any information relevant to the aforementioned grants as deemed necessary and appropriate by either agency.

Sincerely,

Joe Wardy
Mayor