

0150-12545-0002

T R A N S M I T T A L

| | | |
|-------------------|------------------------------|------------------|
| TO The Council | DATE 11/25/2025 | COUNCIL FILE NO. |
| FROM The Mayor | COUNCIL DISTRICT Citywide | |

**Request to Accept \$168,000 for the Child Passenger Safety Program
and \$226,500 for the Pedestrian and Bicycle Safety Program
from the State of California Office of Traffic Safety**

Transmitted for your consideration.
See the City Administrative Officer report attached.



MAYOR
(Mitch Kamin for)

MWS:JLJ02250070c

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: October 28, 2025

CAO File No. 0150-12545-0002

Council File No.

Council District: Citywide

To: The Mayor

From: *Ylenda Chavez*
for Matthew W. Szabo, City Administrative Officer

Reference: Community Investment for Families transmittal dated October 21, 2025; Additional information received through October 27, 2025

Subject: **REQUEST TO ACCEPT \$168,000 FOR THE CHILD PASSENGER SAFETY PROGRAM AND \$226,500 FOR THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY**

RECOMMENDATIONS

1. That the Council, subject to the approval of the Mayor:
 - a. Note and file the Community Investment for Families Department (CIFD) report dated October 21, 2025;
 - b. Authorize the CIFD General Manager, or designee, to accept grant awards and execute grant agreements with the State of California Office of Traffic Safety in the amounts of \$168,000 for the Child Passenger Safety Program and \$226,500 for the Pedestrian and Bicycle Safety Program for the period from October 1, 2025 through September 30, 2026, subject to the approval of the City Attorney as to form and legality;
 - c. Approve the funding allocation for the Child Passenger Safety and Pedestrian and Bicycle Safety programs for the period from October 1, 2025 through September 30, 2026 as follows:

| Category | Child Passenger Safety Program | Pedestrian and Bicycle Safety Program |
|-----------------------------------|--------------------------------|---------------------------------------|
| Salaries, As-Needed, and Overtime | \$ 87,570 | \$ 134,604 |
| Related Costs | 37,739 | 48,249 |
| Contractual Services | 0 | 10,000 |
| Safety Equipment | 32,500 | 20,858 |
| Other Administrative Costs | 10,191 | 12,789 |
| Total | \$ 168,000 | \$ 226,500 |

d. Request the City Controller to:

i. Increase appropriations in the Traffic Safety Education Program Fund No. 45C/21 as follows:

| Account | Account Name | Amount |
|----------------|---|----------------------|
| 21C121 | Community Investment for Families | \$ 169,139.20 |
| 21C299 | Reimbursement of General Fund Costs | 6,373.53 |
| 21C582 | FamilySource Centers – Non-Profit Managed | 10,000.00 |
| | Total | \$ 185,512.73 |

ii. Increase appropriations in the CIFD Fund No. 100/21 as follows:

| Account | Account Name | Amount |
|----------------|---------------------------|----------------------|
| 001010 | Salaries, General | \$ 52,863.85 |
| 001070 | Salaries, As-Needed | 4,860.27 |
| 001090 | Overtime General | 19,562.26 |
| 002120 | Printing and Binding | 644.30 |
| 002130 | Travel | 4,275.00 |
| 006010 | Office and Administrative | 86,933.52 |
| | Total | \$ 169,139.20 |

e. Authorize the CIFD General Manager, or designee, to prepare Controller instructions and/or make technical adjustments as necessary to implement the actions approved by the Mayor and Council, subject to the approval of the City Administrative Officer, and request the Controller to implement the instructions.

2. That the Mayor authorize the CIFD General Manager, or designee, to negotiate and execute a contract with the Central City Neighborhood Partners for a one-year term from October 1, 2025 through September 30, 2026 in the amount of \$10,000 to implement the Pedestrian and Bicycle Safety Program, in substantial conformance to the draft agreement attached to the CIFD report, subject to the approval of the City Attorney as to form, and compliance with the City’s contracting requirements.

SUMMARY

The Community Investment for Families Department (CIFD) requests authority to accept two grant awards and execute grant agreements with the State of California, Office of Traffic Safety (OTS), to provide traffic safety programs for a one-year period from October 1, 2025 through September 30, 2026. The CIFD is the grant administrator for two OTS grant programs: 1) Child Passenger Safety Program (\$168,000) to provide child passenger safety education and free car seats to low-income City residents and 2) Pedestrian and Bicycle Safety Program (\$226,500) to

provide pedestrian and bicycle safety education and equipment focusing on children and senior citizens citywide, particularly those in low-income communities. The OTS allocates funds on a competitive basis and requires jurisdictions to submit an application annually to continue these program service provisions. Grant funds support program staff, related costs, travel, educational materials, and procurement of safety equipment. No matching funds are required for the OTS grants. The CIFD requests to realign appropriations in the Traffic Safety Education Program Fund to reflect the available grant funding for 2025-26.

The two OTS grants will be allocated as follows:

| Category | Child Passenger Safety Program | Pedestrian and Bicycle Safety Program |
|----------------------------------|--------------------------------|---------------------------------------|
| Salaries (regular and as-needed) | \$ 82,274 | \$ 110,395 |
| Overtime | 5,296 | 24,209 |
| Related Costs | 37,739 | 48,249 |
| Contractual Services | 0 | 10,000 |
| Travel | 2,000 | 2,000 |
| Safety Equipment | 32,500 | 20,858 |
| Storage | 4,500 | 4,500 |
| Education Materials | 9 | 1,212 |
| Printing and Binding | 0 | 859 |
| Lease | 3,182 | 4,218 |
| Instructor Fees | 150 | 0 |
| Office Supplies | 350 | 0 |
| Total | \$ 168,000 | \$ 226,500 |

The CIFD also requests authority to execute a contract with the Central City Neighborhood Partners (CCNP) to provide pedestrian and bicycle safety education and outreach, as well as distribute related safety equipment for a one-year term beginning October 1, 2025 through September 30, 2026 in the amount of \$10,000. In accordance with Section 10.5 (a) of the Los Angeles Administrative Code, Council approval is not required since the contract term does not exceed three years. The CCNP provided these services in 2024-25 and has demonstrated continued success in performing the program services. The CCNP currently operates two of the City’s FamilySource Centers and is well-positioned to reach the target population of low-income families with children and senior citizens. A Charter Section 1022 determination is not required for the proposed agreement as the labor component is less than the \$25,000 minimum threshold.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. The Child Passenger Safety and Pedestrian and Bicycle Safety programs will be funded by the two Office of Traffic Safety grant awards.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that grant funds will be utilized for grant-eligible activities.

MWS:JLJ:02260046c

Attachment



October 21, 2025

Council File: New
Council District(s): All
Contact Persons:
Jacqueline Rodriguez (213) 564-7950

The Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012
Attn: Legislative Coordinator

COUNCIL TRANSMITTAL REQUESTING AUTHORITY TO ACCEPT AND EXECUTE TWO GRANTS: \$168,000.00 FOR THE CHILD PASSENGER SAFETY PROGRAM AND \$226,500.00 FOR THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM FROM THE STATE OF CALIFORNIA - OFFICE OF TRAFFIC SAFETY (OTS)

SUMMARY

In accordance with Executive Directive No. 3, the General Manager of the Community Investment for Families Department (CIFD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, CIFD is requesting authority to accept and execute two grants from the State of California - Office of Traffic Safety: one grant (OP26031) in the amount of \$168,000.00 to continue to provide the Child Passenger Safety Program and an additional grant (PS26057) in the amount of \$226,500.00 to continue the Pedestrian and Bicycle Safety Program. Both grants have a term from October 1, 2025, through September 30, 2026.

The Child Passenger Safety Program will provide passenger safety education, training, and the distribution of a limited number of free child safety seats to eligible, low-income residents citywide. Grant funds will be used for CIFD staff to implement program services, procurement of car seats, administration expenses, travel, and purchase program supplies.

The Pedestrian and Bicycle Safety Program will provide pedestrian and bicycle safety education training focused on children and senior citizens citywide, especially those in low-income communities. Grant funds will be used for CIFD staff implementing program services, procuring safety equipment, administration expenses, travel, and program supplies. The CIFD will contract with one FamilySource Center (FSC) to provide additional, direct program services.

RECOMMENDATIONS

The General Manager of the Community Investment for Families respectfully requests:

- I. That the Mayor review this transmittal and forward it to the City Council for further action;

II. That the City Council, subject to the approval of the Mayor:

- A. **AUTHORIZE** CIFD to accept and execute grant agreements and any subsequent amendments with the State of California Office of Traffic Safety in the amount of \$168,000 for the Child Passenger Safety Program and \$226,500 for the Pedestrian and Bicycle Safety Program for the period of October 1, 2025, through September 30, 2026, subject to the approval of the City Attorney as to form.
- B. **AUTHORIZE** the General Manager of CIFD, or designee, to execute a Professional Services Agreement (PSA) with the Central City Neighborhood Partners (CCNP) FamilySource Center to implement the Pedestrian and Bicycle Safety Program to provide pedestrian and bicycle safety education, outreach, and distribution of related safety equipment supplies for the term of October 1, 2025, through September 30, 2026, in an amount of up to \$10,000.
- C. **AUTHORIZE** the Controller to increase the appropriations to align the Fiscal Year 2025-26 budget with the grant award available within the Traffic Safety Fund No. 45C/21 as follows:

| Account | Account Name | Amount |
|---------|--|---------------------|
| 21C121 | Community Investment for Families | \$169,139.20 |
| 21C299 | Reimbursements to the General Fund | \$6,373.53 |
| 21C582 | FamilySource Centers-Nonprofit Managed | \$10,000.00 |
| | Total | \$185,512.73 |

- D. **AUTHORIZE** the Controller to increase appropriations to align the Fiscal Year 2025-26 budget with the grant award available within the Community Investment for Families Department Fund No. 100/21 as follows:

| Account | Account Name | Amount |
|---------|---------------------------|---------------------|
| 001010 | Salaries - General | \$52,863.85 |
| 001070 | Salaries - As-Needed | \$4,860.27 |
| 001090 | Salaries - Overtime | \$19,562.26 |
| 002120 | Printing & Binding | \$644.30 |
| 002130 | Travel | \$4,275.00 |
| 006010 | Office and Administrative | \$86,933.52 |
| | Total | \$169,139.20 |

- E. **AUTHORIZE** the General Manager of CIFD, or designee, to prepare Controller instructions for technical corrections that may be necessary and consistent with the Mayor and Council action on this matter, subject to the approval of the City Administrative Officer, and authorize the City Controller to implement such transactions.

BACKGROUND

The State of California Office of Traffic Safety (OTS) requires that grant recipients apply for funding each year to continue delivering services. In January 2025, OTS announced grant opportunities for the program year 2025-26 to be awarded competitively to state and local jurisdictions. The application was due on January 30, 2025. On September 11, 2025, the City of Los Angeles was awarded two grants by the Office of Traffic Safety. The first grant is \$168,000.00 for the Child Passenger Safety Program and \$226,500.00 for the Pedestrian and Bicycle Safety Program. The OTS grant period is from October 1, 2025, through September 30, 2026, crossing two City fiscal years; the Controller's Instructions in this transmittal reflect changes impacting the current fiscal year. Additionally, OTS has informed CIFD that leasing cost ("office space") is not an allowed OTS expense. The grantor provided the attached grant agreement documents and a budget amendment will be provided later to update the budget. Our appropriations in Recommendation II D reflect the anticipated grant budget update to be submitted to OTS.

Child Passenger Safety Program

Over the last twenty years, the City has managed the Child Passenger Safety Program with OTS grant funds. The program, administered by CIFD, provides child passenger safety education classes and free car and booster seats to low-income residents of Los Angeles. CIFD's child passenger safety team members are trained and certified as Child Passenger Safety Technicians. They educate parents on the current passenger safety laws, proper selection, use, and installation of car and booster seats, measure children for booster seats, and provide a limited number of free or replacement car and booster seats to eligible, low-income parents and caregivers.

CIFD's child passenger safety team works through the City's FamilySource Centers, libraries, Los Angeles Police Department (LAPD)/California Highway Patrol (CHP), recreation centers, child care centers, and other non-profit health and welfare agencies to present two-hour educational classes for pregnant mothers and parents of newborns and children who have not reached the height of 4'9". Additional program activities include participating in community events and health fairs, where booster seats may be distributed to eligible, low-income residents who participate in a 15-20 minute presentation on booster seat compliance with the current child safety seat legislation.

For the 2024-25 grant period (October 1, 2024 through September 30, 2025), the City received \$168,000 in Child Passenger Safety Program grant funds for the Child Passenger Safety Program. CIFD staff conducted over 90 car seat safety education classes for 1,400 people, participated in 15 citywide community events attended by 10,000+ residents, and distributed 695 free child safety seats to low-income program participants. Additionally, CIFD staff evaluated and corrected the installation of car seats through safety check-up events in partnership with LAPD/CHP and conducted two mandatory surveys of cars and vans traversing city streets to determine if children were properly secured in safety seats.

For the 2025-26 grant term, the City received \$168,000. The budget breakdown of the Child Passenger Safety Program grant is as follows:

| | |
|--------------------------------------|---------------------|
| Salaries, including Overtime | \$87,570 |
| Related Costs | \$37,739 |
| Salaries, As-Needed | \$0 |
| Travel | \$2,000 |
| Equipment and Administrative Support | \$40,691 |
| TOTAL | \$168,000.00 |

Pedestrian and Bicycle Safety Program

The program design for the Pedestrian and Bicycle Safety Program utilizes existing community and city-department relationships to deliver program services to city residents in their respective communities. Program services include training workshops and presentations, community outreach events, and traffic safety fairs, as well as distributing related safety equipment such as helmets, bike lights, safety arm and leg bands, supplies for program participants, and educational materials. This program supports the City's ongoing efforts to provide safer passageways for pedestrians and cyclists. This is the seventh year of this program. In the 2024-25 grant period, the City received \$226,500 for the Pedestrian Safety and Bicycle Safety program.

The outreach activities and workshops led by CIFD staff reach communities across the City of Los Angeles. CIFD also leverages the FamilySource Center system and a broader network of community-based agencies committed to providing social services programs to residents across the city. FamilySource Centers have successfully cultivated levels of trust with prospective participants. To help augment outreach efforts, CIFD has identified one FSC to support the activities to implement the OTS grants. CIFD is requesting that the City Council and the Mayor approve a contract with CCNP for OTS that is a separate agreement from CCNP's two FamilySource Center contracts because the scope of this grant is distinct from the FSC program. CIFD will execute a PSA with the CCNP FSC and train CCNP staff to implement the Pedestrian and Bicycle Safety Program. CIFD staff will also deploy targeted outreach methods in low-income neighborhoods and coordinate activities with the funded agencies.

For the 2025-26 grant term, the City received \$226,500. The budget breakdown of the Pedestrian and Bicycle Safety Program grant is as follows:

| | |
|--------------------------------------|---------------------|
| Salaries, including Overtime | \$129,396 |
| Related Costs | \$48,249 |
| Salaries, As-Needed | \$5,208 |
| Travel | \$2,000 |
| Contractual | \$10,000 |
| Equipment and Administrative Support | \$31,647 |
| TOTAL | \$226,500.00 |

FISCAL IMPACT STATEMENT

There is no fiscal impact on the General Fund. The State of California will reimburse the General Fund every quarter.



ABIGAIL R. MARQUEZ
General Manager

ARM:VM:JR

- Attachment A - Central City Neighborhood Partners Contract Pro forma
- Attachment B - Grant agreement OP26031 Child Passenger Safety Program
- Attachment C - Grant agreement PS26057 Pedestrian and Bicycle Safety Program

CITY OF LOS ANGELES
STANDARD LANGUAGE
STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY
PEDESTRIAN AND BICYCLE SAFETY PROGRAM

Agreement No.

Project /Program Title: Office of Traffic Safety (OTS)
Pedestrian and Bicycle Program

Contractor: Central City Neighborhood Partners

Type of Organization: Non-profit

State Corporate Number: 2202328

Unique Entity Identification Number: GLLHDRPVGJM4

Assistance Listing Number
(formerly CFDA Number): NHTSA 20.616

Grant Award Identification Number: OP26031

Federal Award Date: September 30, 2025

Research and Development Award: Yes No

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EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition Against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Federal Fiscal Year (FFY) 2025 Office of Traffic Safety (OTS) Grant Program Manual (GPM)
- Exhibit G Scope of Work / Fee Schedule
- Exhibit H Invoice Procedure

AGREEMENT NUMBER _____ OF CITY CONTRACTS
 BETWEEN
 THE CITY OF LOS ANGELES
 AND
 Central City Neighborhood Partners

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Central City Neighborhood Partners, a California non-profit Corporation, hereinafter called the Contractor.

RECITALS

WHEREAS, the Community Investment for Families Department, hereinafter called the CIFD, is charged with developing, promoting, implementing, and managing programs, services, and activities with a focus on poverty reduction and low income families within the city of Los Angeles; and

WHEREAS, the CIFD cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the Office of Traffic Safety (OTS) Pedestrian and Bicycle Program that is the subject of this agreement, hereinafter called the Agreement or the Contract, has been established by the City as one of the above described programs, and has been funded in the CIFD budget by the State of California - Office of Traffic Safety pursuant to produce educational and informational workshops and events in support of pedestrian and bicycle safety; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by the City Council on October XX, 2025 and concurred by the Mayor on October XX, 2025) which authorizes the General Manager of CIFD to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

1. INTRODUCTION

§101 Parties to the Agreement

The parties to this Agreement are:

The City of Los Angeles, a municipal corporation, having its principal office at;
200 North Main Street, Los Angeles, California 90012.

The Contractor, known as Central City Neighborhood Partners having its principal office
at;
501 South Bixel Street, Los Angeles, CA 90017.

§102 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

The representative of the City shall be, unless otherwise stated in the Agreement:

Abigail R. Marquez, General Manager
Community Investment for Families Department
444 S Flower Street, 14th Floor
Los Angeles, CA 90071

With copies to: Jackie Rodriguez, Chief Management Analyst
Community Investment for Families Department
444 S Flower Street, 14th Floor
Los Angeles, CA 90071

The representative of the Contractor shall be:

Margarita Alvarez Gomez, Executive Director
Central City Neighborhood Partners
501 South Bixel Street
Los Angeles, CA 90017
malvarezffil@ccnp.org

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103 Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104 Conditions Precedent to Execution of This Agreement

A. Prior to the execution of this Agreement, the Contractor shall submit to the City for approval in writing the following requirements:

1. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A and made a part hereof.
2. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29 CFR Parts 97.35 and 98.510 in accordance with §451.A.1.a.(13) of this Agreement and attached hereto as Exhibit B and made a part hereof.

B. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.

3. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428.
4. A Certification of Compliance With Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, and Disclosure of Border Wall Contracting Ordinance in accordance with §445 of this Agreement.
5. A Code of Conduct which meets the requirements of §444 herein.

2. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

The term of this Agreement shall commence on October 1, 2025 and end September 30, 2026. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §423 herein.

§202 Services to be Provided by the Contractor

The Contractor shall provide contractual services, which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor shall provide services as follows:

Program services include providing training workshops and presentations, community outreach events, and traffic safety fairs, as well as the distribution of related safety equipment such as helmets, bike lights, safety arm and leg bands, and supplies to program participants.

The Contractor shall provide contractual services, which are supported by the work task schedule identified in this section. All work is subject to prior City approval. CIFD, in its sole discretion, may adjust project deliverables (as set forth below and in Exhibit F), upon written request by the Contractor and approval by CIFD. Failure to receive approval may result in withholding compensation pursuant to §301.

1. Events/Options

- a. Community Events involving five (5) or more agencies focused on services and information for low-income and immigrant communities. (With prior approval).

Events must include a brief presentation, pictures of events, and distribution of educational materials. May include distribution of helmets and other safety equipment.

and/or

- b. Safetrac Street stories **

and/or

- c. Additional workshops*

2. Workshops

- a. Senior workshops

and

- b. Children workshops

*May be virtual or in-person

**Street Stories (SafeTrec) must be in person. May have up to 45 days to complete the survey.

*Workshops may be large or small. Payment with a verified total of 30 participants overall.

3. PAYMENT

§301 Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Ten Thousand Dollars (\$10,000), **according to Exhibit G, Professional Fee Schedule**. Such funds shall be allocated from the Office of Traffic Safety (OTS) Grant . The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.
- B. The Contractor shall submit monthly invoices to CIFI. Each monthly invoice shall a) be submitted on the Contractor's letterhead, b) include the name, hours and rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies and e) shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Any and all direct expenses must be documented and will be paid only in conformance with City policy and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. Not less than ten percent of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance, as required by PCC § 10346.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- F. Funding for all periods of this Contract is subject to the continuing availability of funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of state grant funds.
- G. Contractor shall warrant that any applicable discounts have been included in the costs to the City.

H. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one Contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to the Contractor.

In any action arising out of this Contract, the Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

§403. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§404. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of Section 405 herein.

§405. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of Section 403.

§406. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event the Contractor's delay or failure to perform arises out of a Force Majeure Event, the Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

§407. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

§408. Suspension

At the City's sole discretion, the City may suspend any or all services provided under this Contract by providing the Contractor with written notice of suspension. Upon receipt of the notice of suspension, the Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the City until the City gives written notice to recommence the services.

§409. Termination

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by providing the Contractor thirty days written notice. Upon receipt of the notice of termination, the Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The City shall pay the Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Contractor to effect the termination. Thereafter, the Contractor shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights the City is entitled to, shall become the City property upon the date of the termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Section 406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.
6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A “Termination for Convenience.”
 8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

§410. Independent Contractor

The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§411. Contractor’s Personnel

Unless otherwise approved by the City, the Contractor shall use its own employees to perform the services described in this Agreement. The City has the right to review and approve any personnel who are assigned to work under this Agreement. Contractor shall remove personnel from performing work under this Agreement if requested to do so by the City.

Contractor shall not use Subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of Subcontractors, the Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor’s Subcontractors, and the City reserves the right to request replacement of Subcontractors. The City does not have any

obligation to pay Contractor's Subcontractors, and nothing herein creates any privity of contract between the City and any Subcontractor.

§412. Assignment and Delegation

The Contractor may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

§413. Permits

The Contractor and its directors, officers, partners, agents, employees, and Subcontractors shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the Contractor's performance of this Contract. The Contractor shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents that relate to the Contractor's performance of this Contract.

§414. Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by the Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

§415. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the City's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

§416. Retention of Records, Audit, and Reports

The Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by the City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized the City personnel or the City's representatives at any time. The Contractor shall provide any reports requested by the City regarding

performance of this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the Contractor may, upon the City's written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

§417. Bonds

All bonds required by the City shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor shall defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in Section 21) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. The Contractor hereby assigns to the City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. The Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

The Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause the City irreparable harm. The City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the City from seeking or obtaining any other relief to which the City may be entitled.

For all Work Products delivered to the City that are not originated or prepared by the Contractor or its Subcontractors under this Contract, the Contractor shall secure a grant, at no cost to the City, for a non-exclusive perpetual license to use such Work Products for any the City purposes.

The Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by the Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein.

§422. Data Protection

- A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). The Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City’s satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City’s sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.
- B. If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

§423. Insurance

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit A hereto). The insurance must: (1) conform to the City’s requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§424. Best Terms

Throughout the term of this Contract, the Contractor, shall offer the City the best terms, prices, and discounts that are offered to any of the Contractor’s customers for similar goods and services provided under this Contract.

§425. Warranty and Responsibility of Contractor

The Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Contractor's profession, doing the same or similar work under the same or similar circumstances.

§426. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

The Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment

applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of the Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (http://clkrep.lacity.org/onlinedocs/1997/97-2162_ORD_172401_02-13-1999.pdf).

§428. Living Wage Ordinance

The Contractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The Contractor further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§429. Service Contractor Worker Retention Ordinance

The Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (http://clkrep.lacity.org/onlinedocs/1995/95-0654-S2_ORD_171004_05-18-1996.pdf).

§430. Access and Accommodations

The Contractor represents and certifies that:

- A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§431. Contractor Responsibility Ordinance

The Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Regional Alliance Marketplace for Procurement (“RAMP”) at <https://www.rampla.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

The Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.org/uploads/sdo/Slavery%20Disclosure%20Ordinance.pdf>).

§434. First Source Hiring Ordinance

The Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.org/Uploads/fsho/First%20Source%20Hiring%20Ordinance.pdf>).

§435. Local Business Preference Ordinance

The Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/contracting/LBP_Ordinance_181910.pdf).

§436. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

§437. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Contract is signed. Additionally, the Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____.
Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("City") officials and candidates for elected City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

§438. Contractors' Use of Criminal History for Consideration of Employment Applications

The Contractor shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision

<https://bca.lacity.org/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf>.

§439. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§440. Compliance with Identity Theft Laws and Payment Card Data Security Standards

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the Contractor’s sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section

5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§442. Possessory Interest Tax

Rights granted to the Contractor by the City may create a possessory interest. The Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§443. Confidentiality

All documents, information and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. The Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of

the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:
 - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
 - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50 (<https://bca.lacity.org/Uploads/sdo/Border%20Wall%20Ordinance.pdf>).

§446. City's Additional Remedies

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or

request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

§447. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§448. Work Not In Scope of Services

Contractor shall immediately notify CIFD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

§449. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

§450 Compliance with State and Federal Statutes and Regulations

A. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures.

1. Statutes and Regulations Applicable To All Grant Contracts

- a. Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements

governing this Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB) Circulars

Contractor shall comply with the provisions of 2 C.F.R., Part 200, which provisions supersede OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement.

(3) Political and Sectarian Activity Prohibited

- (a) None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- (b) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.

- (c) Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(4) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- (b) Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

(5) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of six (6) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

(6) Subcontracts and Procurement

- (a) Contractor shall comply with the Federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements,

rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

- (b) Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(7) Labor

- (a) Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- (b) Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.
- (d) None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code Sec. 16645 *et seq.*)
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(8) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13 (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on

the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e); (m) the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. Section 104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced “one-for-one.”

(11) Environmental

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with 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 (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. 1368).
- (c) Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- (d) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (e) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (f) Contractor shall ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the

EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- (g) By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(12) Preservation

Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).

(13) Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

(14) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 *et seq.*)

- (16) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 *et Seq.*) or Subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby),

nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 USC 13212).

(17) Faith Based Activities

Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.

(18) Pro-Children Act of 1994

(a) Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

(b) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

(19) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

(20) Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200 which provision supersedes the OMB Circulars.

(21) Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- a. 23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94
- b. 23 CFR part 1300 et, seq
- c. The Housing and Community Development Act of 1992 (42 USC §5301 *et seq.*) as amended, 24 CFR parts 84, 85, 500 *et seq.*
- d. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

C. Compliance with OTS Grant Requirements

Contractor shall comply with all applicable federal, state, and City laws, rules, regulations, and/or standards in the award of this OTS agreement. Contractor shall comply with the OTS grant requirements as set forth in Exhibit “F,” which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. In the event of any conflict between the OTS grant requirements and any federal, state, and/or City the strictest provision shall control.

D. Traveling Expenses

Contractor shall not be approved by the City for travel expenses incurred in the performance of the Scope of Work

§451 Prohibition Against Duplication of Benefits

The Contractor has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. “Duplication

of benefits” occurs when federal financial assistance is provided to a person or entity through a program to address losses resulting from a federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

§452 Zero Waste Ordinance

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code, Section 10.53) became effective on January 23, 2023. City facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the Contractor for work to be performed under the contract must include an identical provision.

§453 Ratification Clause

Due to the need for the Contractor’s services to be provided for the benefit of the community, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed prior to the execution of this Agreement but in accordance with the terms and conditions of this Agreement, such pre-execution services are hereby ratified and accepted.

5. ENTIRE AGREEMENT

§501 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§502 Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Thirty-Four (34) pages, and Eight (8) exhibits, which constitute the entire understanding and agreement of the parties. Alternatively, this

Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page intentionally left blank.]

[Signatures continue on next page.]

6. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Executed on _____

HYDEE FELDSTEIN SOTO, City Attorney

By _____
Deputy/Assistant City Attorney

Date _____

For: THE CITY OF LOS ANGELES

ABIGAIL R. MARQUEZ
General Manager
Community Investment for
Families Department

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By: _____
ROSA E. BENAVIDES
Assistant General Manager
Community Investment for Families
Department

By: _____

Date: _____

Executed on _____

For: **Central City Neighborhood
Partners**

By: _____
Margarita Alvarez Gomez
Executive Director

By: _____
Clemente Franco
Board Vice President

City Tax Registration Certificate Number: 0000001904-0001-8
Internal Revenue Service ID Number: 95-4837709
Council File Number: XX-XXXX; Date of Approval: 10XX/2025 (Council), 10/XX/2025 (Mayor)
Said Agreement is Number _____ of City Contract

Required Insurance and Minimum Limits

Name: Central City Neighborhood Partners

Date: 11//2024

Agreement/Reference: Office of Traffic Safety (OTS) Pedestrian and Bicycle Program

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory
EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party.

1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

 Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

1,000,000

 Professional Liability (Errors and Omissions)

Discovery Period _____

 Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

 Surety Bonds - Performance and Payment (Labor and Materials) Bonds

 Crime Insurance

Other: Submitted to Ryan Ito 213-808-8456 at CIFD.

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT A
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

| | |
|--------------------|--|
| NAME | Admin Division |
| CITY AGENCY | CIFD |
| ADDRESS | 444 S Flower Street, 14th Floor Los Angeles, CA 90071 |
| EMAIL | cifd-contracts@lacity.org |

GENERAL INFORMATION

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. KwikComply advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and selfinsurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's

right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Builder's Risk/Course of Construction is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18)

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 2 CFR Part 200, Section 200.214 and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

Central City Neighborhood Partners
CONTRACTOR/BORROWER/AGENCY

Margarita Alvarez Gomez, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
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 recipient of Federal assistance funds 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 recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds 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 covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
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 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 Procurement or 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 suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, 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.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL "Disclosure Form to Report Lobbying"](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. 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.

AGREEMENT NUMBER _____

Central City Neighborhood Partners
 CONTRACTOR/BORROWER/AGENCY

Margarita Alvarez Gomez, Executive Director
 NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 SIGNATURE

 DATE

EXHIBIT D
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(Spanish).pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 — Fax: (213) 847-2777

Rev. 09/17

AGREEMENT NUMBER:

Central City Neighborhood Partners
 CONTRACTOR/BORROWER/AGENCY

Margarita Alvarez Gomez, Executive Director
 NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 SIGNATURE

 DATE

EXHIBIT E
MANAGEMENT REPRESENTATION

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True False

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True False

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

True False

4. Except as recorded or disclosed to you herein, I know of no instances of:

- a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True False

- b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True False

- c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True False

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True False

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True False

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True False

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True False

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True False

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True False

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

True False

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

True False

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

True False

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True False

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER _____

Central City Neighborhood Partners
CONTRACTOR/BORROWER/AGENCY

Margarita Alvarez Gomez, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F
FEDERAL FISCAL YEAR (FFY) 2025 OFFICE OF TRAFFIC SAFETY (OTS)
GRANT PROGRAM MANUAL (GPM)



California Office of Traffic Safety Grant Program Manual For Federal Fiscal Year 2025

This manual establishes consistent program and project management procedures for the California Office of Traffic Safety (OTS) staff and subrecipients (agencies/organizations receiving federal grant funds from the OTS) to guide the administration of the state's highway safety program in compliance with National Highway Traffic Safety Administration guidelines. Best practice requires the OTS to have a current manual which documents standard operating procedures and the management of the highway safety program. This manual contains a written record of current approved administrative and financial procedures; however, it does not specifically address all regulations. Periodic changes and additions to the manual may be necessary to meet changing federal and state laws and/or to improve program management and fiscal procedures. When an agency or organization accepts federal safety funds, it also agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period.

GRANT PROGRAM MANUAL

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GRANT PROGRAM MANUAL

COMMONLY USED TERMS & ACRONYMS

The following commonly used terms and acronyms are provided to assist manual users. Many appear in this manual, while others are used in documents associated with the grant program management process.

| | |
|---|---|
| ADA | Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.) |
| Annual Grant Application | Annual grant application means the document that the State submits each fiscal year as its application for highway safety grants (and amends as necessary), which provides any necessary updates to the State's most recent triennial HSP, identifies all projects the State will implement during the fiscal year to achieve its highway safety performance targets, describes how the State has adjusted its countermeasure strategy for programming funds based on the annual report, and includes the application for grants under Sections 405 and 1906. |
| ARIDE | Advanced Roadside Impaired Driving Enforcement - Training designed to bridge the gap between SFST and DRE that enables a police officer to observe, identify and articulate the signs of impairment caused by drugs, alcohol, or a combination of both. |
| Authorizing Official, Grant Director, and Fiscal Official | Agency officials within a government or public entity who have the authority to obligate the agency to a grant agreement. The individuals are responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements. |
| Budget | Broad grouping of expenses such as personnel costs, supplies, and equipment. |
| Buy America Act | Prohibits states or subrecipient from using highway grant funds under 23 U.S.C. Chapter 4 to purchase steel, iron and manufactured products, unless they are produced in <u>the U.S., under \$5,000.00</u> , or a waiver is granted by the Secretary of Transportation. (23 U.S.C. 313) |
| CalSTA | California State Transportation Agency |

GRANT PROGRAM MANUAL

| | |
|-----------------------------|---|
| Caltrans | California Department of Transportation |
| CFDA | Catalog of Federal Domestic Assistance - Provides a listing of all federal programs available to state and local governments; federally recognized Indian tribal governments; U.S. territories and possessions; domestic public, quasi-public and private profit and non-profit organizations and institutions; specialized groups; and individuals. |
| CFR | Code of Federal Regulations - A listing of general and permanent rules published in the Federal Register by the Executive branch of the federal government and federal agencies. |
| CHP | California Highway Patrol |
| CPS | Child Passenger Safety |
| DD | Distracted Driving |
| DOF | California Department of Finance |
| DOJ | California Department of Justice |
| DRE | Drug Recognition Expert - A police officer trained to recognize impairment in drivers under the influence of drugs other than or in addition to, alcohol. |
| DUI | Driving Under the Influence |
| DUID | Driving Under the Influence of Drugs |
| EB Method | Empirical Bayesian Ranking Method - Used by researchers and statisticians to group and give varying weights to many different factors. The OTS Rankings for cities are developed using this method, which factors in not only population and daily vehicle miles traveled, but crash records and trends to arrive at a single, more accurate ranking. |
| EMS | Emergency Medical Services |
| Employee Time Certification | Used to certify that 100% of an employee's time is federally grant funded (Form OTS-26) |

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| Equipment | Non-expendable - Tangible, personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more that is used only for traffic safety purposes. |
| Equipment Report | Details the purchase date, description, location, total cost, federal funds used, and current fair market value. |
| Equipment Re-Certification Report | Same as the equipment report but includes depreciation information that must be updated and filed every two years from the original date of acquisition. |
| FARS | Fatality Analysis Reporting System. Nationwide census providing yearly public data regarding fatal injuries suffered in motor vehicle traffic crashes. A database, created by NHTSA, of fatal traffic crashes from 1975 through present within the 50 States, the District of Columbia, and Puerto Rico. The database is updated annually and contains detailed information for crashes that result in at least one fatality. |
| Fair Market Value (VFM) | Is the price that property/equipment would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts. (IRS Publication 561) |
| FFATA | Federal Funding Accountability and Transparency Act - Requires subrecipients to annually report each action that obligates \$25,000 or more in federal funds. |
| FHWA | Federal Highway Administration |
| Fiscal Official | Fiscal or accounting official who has responsibility for the agency's fiscal/accounting records. Is responsible for ensuring costs are in accordance with the agency's standard policies and procedures and records are maintained. |
| GEMS | Grant Electronic Management System. The OTS on-line application and grant award system. |
| Grant | Federal fiscal funding awarded by the OTS to a government or public entity to address a specific behavioral highway safety issue. |
| Grantee | A government or public entity receiving a highway safety grant from the OTS. Also referred to as "subrecipient." |

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| Grant Agreement | Binding document between the OTS and a government or public entity outlining the terms and conditions, and programmatic and financial responsibilities of receiving federal highway safety grant funds. |
| Grant Claim Invoice | Expenditures incurred in support of approved grant activities that a subrecipient may submit for reimbursement. |
| Grant Director | The individual responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements. Is responsible for day-to-day operations of the grant. |
| Grants Made Easy (GME) | Templates designed to facilitate ease of preparing and submitting a grant application. |
| Grant Revision | A change to a grant agreement that is necessary to enhance its operational efficiency. |
| GPR | Grant Performance Review – A review of the subrecipient grant activities, progress in meeting goals and objectives, and financial records for compliance with federal rules. |
| Grant Coordinator | The OTS staff member responsible for the effective administration of grants and statewide highway safety programs. |
| Host Agency | A government or public entity that acts as the primary subrecipient and manager of the grant but all or most of the activity is performed by a contractor. |
| HVE Grant | High Visibility Enforcement is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. An HVE grant is awarded to a law enforcement agency to target a specific traffic safety issue such as speeding or impaired driving; highly visible enforcement is coupled with a publicity strategy designed to educate the public and promote voluntary compliance with the law. |

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| LEL | Law Enforcement Liaison – An individual employed by OTS who provides law enforcement expertise to the OTS and its subrecipients for enforcement grant site selection, appropriate grant strategies and countermeasures, and grant development as well as contacts for local, county, and state law enforcement officials, the OTS, and the Regional Office of the National Highway Traffic Safety Administration. |
| NHTSA | National Highway Traffic Safety Administration - The federal agency responsible for administering the national highway traffic safety grant programs funded by federal legislation. |
| Non-Profit | A non-governmental entity registered as a 501 (c) (3) with the California Secretary of State. |
| OP | Occupant Protection |
| Other Direct Costs | Any grant item or service costing less than \$10,000 per unit. |
| OTS | California Office of Traffic Safety, the state's lead traffic safety organization tasked with addressing behavioral safety issues. |
| OTS Rankings | Office of Traffic Safety Rankings - Developed using the Empirical Bayesian Ranking Method to enable a city or county to compare its traffic safety statistics to similar sized cities and counties. |
| Paid Media | Advertising (print, TV, radio, display, promoted or sponsored social media) that is disseminated by the media for a fee. |
| PAR | Employee-maintained timesheet or log used to account for all time spent on federal and non-federal grants and other programs. |
| Performance Measures | The goals and objectives that describe what the subrecipient will accomplish by implementing the traffic safety grant program (goals) and the tasks or activities that will be performed in support of the goals. |
| PI&E | Public Information & Education - Includes educational and promotional materials, advertising, and public relations activities. |

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| Pre-Operational Review | A meeting held during the first 90 days after the start of the OTS grant to review the grant program manual and grant requirements. |
| Primary Contact | Main point of contact for the grantee (subrecipient) during the duration of the grant agreement. |
| Program Area Review team | The OTS Grant Coordinators assigned to a program area to evaluate applications. Each team includes a program area expert. |
| PSA | Public Service Announcement - Public interest messages designed to raise awareness and change public attitudes and behavior towards a social issue. May be disseminated by the media for free or a fee (paid media). |
| QPR | Quarterly Performance Report - Prepared by the subrecipient describing tasks, activities and equipment purchases that were made in support of the goals, objectives, and objective data points in the grant. |
| SAM | System for Award Management- A 12-digit alpha-numeric unique entity identifier to detect different divisions of companies and provide easy reference for those seeking information. |
| SD/SO | Sheriff's Department/Sheriff's Office |
| SFST | Standardized Field Sobriety Testing - Composed of three physical exercises used by enforcement officials during a DUI detection investigation to assist in determining impairment in suspected DUI subjects. |
| Sole Source | Purchases or contracts awarded through a non-competitive process. |
| STEP | Selective Traffic Enforcement Program - Intensive enforcement of a specific traffic safety laws with extensive communication, education, and outreach informing the public about the enforcement activity. |
| Subrecipients | A government or public entity receiving a highway safety grant from the OTS. Also referred to as "grantee." |

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| Subrecipient General Costs of Government | Reduction in subrecipient funds for an existing activity specifically because federal funds become available or are expected to be available to fund that same activity. |
| Source Documentation | Any documentation required by the OTS and/or NHTSA to support grant activities. |
| SWITRS | Statewide Integrated Traffic Records System - Database used by the CHP and other law enforcement agencies to capture and review crash data by jurisdiction, location, and other criteria. |
| Time Sheet | Approved documentation detailing work hours performed by an employee on behalf of his/her employer during a set time period (i.e., weekly, bi-weekly, overtime). |
| TIMS | Transportation Injury Mapping System – Developed by the UC Berkeley Safe Transportation Research and Education Center (SafeTREC) to geocode and map the statewide crashes in an efficient and simple manner. |
| Title VI Assessment | Form completed by the subrecipient to ensure compliance with federal statutes and regulations relating to non-discrimination. |
| <i>Triennial Highway Safety Plan (3HSP)</i> | The document that the State submits once every three fiscal years documenting its highway safety program, including the State's highway safety planning process and problem identification, public participation and engagement, performance plan, countermeasure strategy for programming funds, and performance report. Outlines the state's annual expenditure of federal highway safety grant funds for priority behavioral safety programs during the federal fiscal year (October 1 – September 30). |
| TSRP | Traffic Safety Resource Prosecutor - Typically current prosecutors who provide training, education, and technical support to traffic crimes prosecutors and law enforcement personnel throughout the state. |
| TR | Traffic Records |
| TRIP | Traffic Records Improvement Project |

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Vertical Prosecution A method of prosecution that provides for the assignment of a prosecutor to a case from the initial point of referral to the completion of the resolution resulting in continuity and improved prosecution success.

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HIGHWAY SAFETY PROGRAM

The [Office of Traffic Safety \(OTS\)](#), headquartered in Elk Grove, is California's lead traffic safety organization. Located within the California State Transportation Agency (CalSTA), the OTS is tasked with developing and implementing a highway safety program that addresses the behavioral factors that impact safety on the road.

Vision - "All people will be safe on California roads."

Mission - Deliver traffic safety programs to prevent people from being killed and seriously injured in California.

The goal of the annual program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using [Federal Highway Safety Program](#) funds, the OTS partners with political subdivisions of the state to address California's highway safety needs at the state, county, and local level. The OTS cannot directly fund a 501(c)(3) non-profit organization; however, these entities are eligible for funding through a "host" government or public entity (subrecipient) as a contractor.

DEVELOPMENT OF THE STATE HIGHWAY SAFETY PLAN

Problem Identification & Program Areas

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The OTS reviews local, county, and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, are analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses crash rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

This information is also used to develop the [Triennial Highway Safety Plan](#) (3HSP), which details the extent of California's crash problem and how federal highway safety dollars will be distributed into priority behavioral safety programs during the federal fiscal years (October 1 – September 30). The National Highway Traffic Safety Administration (NHTSA) has identified priority areas, which the agency

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determines to be effective in reducing motor vehicle crashes, injuries, and fatalities. California's 3HSP addresses NHTSA's priority program areas and others including:

NHTSA Program Priority Areas

| | |
|------------------------------------|--|
| Alcohol-Impaired Driving | Distracted Driving |
| Drug-Impaired Driving | Emergency Medical Services |
| Motorcycle Safety | Occupant Protection |
| Police Traffic Services | Pedestrian and Bicycle Safety |
| Roadway Safety and Traffic Records | Public Relations, Advertising, and Marketing Program |

The 3HSP not only describes what will be done to address these program areas, but also the goals and performance measures used to gauge progress. Program goals and performance measures are selected based on severity, economic costs and number of agencies available to implement projects using proven countermeasures. Federal regulations require that the three common performance measures (fatalities, serious injuries and fatality rate) in the 3HSP have identical performance targets with the Caltrans Highway Safety Improvement Program (HSIP). These common performance targets shall be based on a five-year rolling average (only). For more information [contact OTS](#) or visit our web page at www.ots.ca.gov/About Us.

Project Solicitation and Development

The annual project selection process begins by notifying Grant Electronic Management System (GEMS) registrants through email of the open application period for the next federal fiscal year (October 1-September 30) and of funding workshop dates held each December. The message also announces when grant application forms and instructions will be available on the [Grants/Apply Now](#) page of the OTS website.

The Regional Grant Application Workshops, facilitated by the OTS staff, may be constructed to generate interest in a particular program area identified in the 3HSP and/or to address questions about the grant application process.

Additionally, the OTS staff review crash data and encourages government or public entities (i.e., law enforcement agencies, public health, fire departments, driving under the influence [DUI] courts, district attorneys, colleges and universities, school districts, and public emergency services providers) to apply for this grant funding opportunity or to attend a workshop.

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All grant applications are due January 31. The table below details the grant application process timeline.

Annual Grant Cycle

| <u>Month</u> | <u>Activity</u> |
|------------------|--|
| December | OTS announces upcoming grant application period OTS conducts grant workshops |
| January 31 | Deadline to submit grant applications to OTS |
| February-May | OTS reviews and ranks grant applications |
| June | OTS submits grants to CalSTA for approval OTS notifies subrecipients of grant application status OTS holds pre-3HSP meeting with NHTSA (If applicable) |
| June - July | OTS holds pre-funding meetings with subrecipients (as needed) OTS develops draft grant agreements OTS submits 3HSP to NHTSA (If applicable) |
| July - September | OTS submits AGA to NHTSA OTS sends grant agreements to subrecipients for review & signatures |
| September | Signed grant agreements due to OTS |
| September 30 | End of federal fiscal year |
| October 1 | Federal fiscal year begins |
| October-December | OTS holds pre-operation meetings with subrecipients |

Grant Eligibility

Before applying for a grant, all potential applicants should review the following list to ensure they meet eligibility requirements:

Are You Eligible for an OTS Grant?

The first step in obtaining grant funding is to determine if the project you want funded is eligible for Federal Funds administered by the OTS. Please review the information below before applying to see if your Agency and Program meet the funding criteria. Eligible applicants must meet the six criteria below:

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1. Will you use the funds for one of the program areas listed below?

NHTSA Program Priority Areas

| | |
|------------------------------------|--|
| Alcohol-Impaired Driving | Distracted Driving |
| Drug-Impaired Driving | Emergency Medical Services |
| Motorcycle Safety | Occupant Protection |
| Police Traffic Services | Pedestrian and Bicycle Safety |
| Roadway Safety and Traffic Records | Public Relations, Advertising, and Marketing Program |

2. Can your organization pay project expenses, and then wait 90 days to be reimbursed?
 - Project expenses are reimbursed after the grantee pays for them.
3. Is your organization a government or public entity?
 - If you are a 501c (3) non-profit organization, you will need a government or public entity as your host agency. Please contact our [office](#) for more information.
4. Have you cleared the [Single Audit](#)?
5. Do you have a [SAM](#) number?
6. Are you able to provide Traffic Safety Data that demonstrates how your program will save lives on CA roadways and be able to demonstrate using performance measures with one-year of funding?

If you are still unsure whether your project meets the criteria, contact our office for assistance at (916) 509-3030 or go to [OTS Grants](#) to start your application.

As criteria #3 indicates, the OTS cannot directly fund a 501(c)(3) non-profit organization; however, a non-profit that is registered with the California Secretary of State is eligible for funding through a “host” government or public entity (subrecipient) as a “contractor.” The host agency should include funding for the “contractor” under contractual services in its grant application. The host agency, however, will be required to follow their contracting procedures. Acceptance and funding of the application does not imply an agreement or requirement for a “sole source” contract. If the contractor will receive more than \$150,000 in grant funds, the host agency should conduct a pre-award review. (For more information, refer to in the Grant Requirements section of this manual.)

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Grant Types

Two types of grant applications are available – **General** grants and **Grants Made Easy** (GME). A qualifying government or public entity determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol [Statewide Integrated Traffic Records System](#) (SWITRS) and the [OTS Rankings](#) for California cities and counties. The rankings, which are developed using the Empirical Bayesian Ranking or EB Method, factor in not only population and daily vehicle miles traveled, but also crash records and trends. This results in a single, more accurate ranking. Rankings are available addressing fatalities and injuries; alcohol; motorcyclists; pedestrians; bicyclists; speed-related, hit and run, and nighttime crashes; and composite.

A government or public entity should apply for a General grant if it is seeking funding to address traffic safety problems other than what are listed on a GME. Unlike a GME, which includes pre-determined goals, objectives and activities by focus area (i.e., DUI Court, EMS, Occupant Protection, Pedestrian and Bicycle Safety, Probation, Selective Traffic Enforcement Program, Traffic Records Improvement Project, and Vertical Prosecution), a General grant may be customized.

Grant Application Process and Review

Application Submission

The online GEMS provides a paperless system for application entry, the OTS review, allocation of funds, budgeting, tracking expenditures, monitoring grant performance, and supporting the development of reports required by state and federal agencies.

Grant applications must be submitted through GEMS **before 11:59 p.m. on January 31** of each year. Access to GEMS application forms is only available during the open application period; however, application training resources are available year-round. First time GEMS users are required to register and must be granted access by the OTS. Returning users can login using their existing credentials. Review the [OTS GEMS webpage](#) for more guidance.

GEMS provides an application template for each grant type that conforms to federal requirements as outlined in the [CFR Title 2 Subpart A Chapter II, Subpart C 200.211](#) including sections for:

- [Agency Identification](#), specific information regarding the agency including the agency [SAM number](#);
- [Problem Statement](#) that details problem to be solved;
- [Supporting Statistical Data](#) that thoroughly documents the problem;

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- Proposed Solution, a discussion of what strategies will be taken to solve the problem (i.e., increased DUI enforcement, pedestrian education) and what resources it will leverage to implement the intervention;
- Goals & Objectives, both grant types call for goals and objectives that are specific, measurable, action-oriented, realistic, time-framed (SMART);
- Method of Procedure, includes a plan for daily managing of the grant (agency qualifications), and a plan for reducing reliance on federal grant funding in the future (sustainability);
- Evaluation, general and GME grant applications also outline media, data collection and reporting, evaluation, and administrative support requirements;
- Budget items and Budget Narrative, include a detailed budget estimate with supporting narrative, that includes all cost categories – personnel costs, travel expenses, contractual services, equipment (beginning FFY 2025 equipment is an item that is \$10,000 or more per unit), and direct and indirect costs. Each category must be detailed by individual line items;
- Allows upload of supporting documents - While not required, it is strongly recommended that the grant application include a letter(s) of support from the governing body (i.e., Board of Supervisors, City Council) and, if applicable, the community.

All sections of the application must be complete for GEMS to accept the submission. GEMS will provide an individual application number. The system allows for multiple entry so that an application can be built over a period of time. Guidance is provided within GEMS to explain field entry requirements. However, once submitted, the application is locked and cannot be altered by the applicant. To protect the integrity of the submission, the OTS can only view the application during its review process.

All applications successfully submitted on or before the January 31 deadline will receive the following automatically generated response via GEMS:

“Thank you for submitting your Traffic Safety Application. Applications are being reviewed for possible incorporation into our Highway Safety Plan for the next Federal Fiscal Year.

You will be notified when a decision has been reached concerning the status of your application. Thank you for your interest in traffic safety.”

The status of the application is automatically updated to “Submitted”.

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Grant Application Review

Once the grant application period has closed, each application goes through an evaluation process. The application is assigned to a Program Area Review Team. The OTS Grant Coordinators on the team review the application to determine if it:

- Will contribute to the California Traffic Safety Program;
- Is compatible with NHTSA and OTS grant funding policies;
- Falls under the OTS' funding priorities, includes best practices and is a [Strategic Highway Safety Plan](#) priority;
- Addresses a serious problem that's supported through comprehensive crash data analysis;
- Targets high-risk populations, high-risk behaviors, and high crash locations;
- Is reasonable and proportional (strategy, time frame, budget) to the identified problem; and
- Is a continuation of an existing grant, was funded within the past five years or previously submitted and denied for funding and why.

Following this in-depth evaluation, the Review Team collectively prioritizes the applications and presents their assessment to the Branch Chiefs. The final meeting to determine funding approval involves the Review Team, the Branch Chief, the Deputy Director, and Director. The OTS then forwards its application funding recommendations to the California State Transportation Agency (CalSTA) for approval. All approved applications are included in the AGA, which is submitted on or before August 1 to NHTSA for review and approval.

Risk Assessment

The OTS is required by NHTSA, prior to making an award, to evaluate and document the risk for each entity selected for federal grant funding. The OTS will assess the applicant's risk of noncompliance with federal statutes ([Compliance & CERTIFICATION REGARDING DEBARMENT AND SUSPENSION](#)), regulations and the terms and conditions of the grant as well as the applicant's financial stability, quality of management systems, history of past performance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the OTS may as a condition of awarding grant funds, conduct a pre-funding assessment meeting with the agency's authorities, and/or impose specific terms or conditions. This information will be used to determine the appropriate level of monitoring if a grant is awarded.

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GRANT AGREEMENT & PRE-OPERATIONS MEETING

Following CalSTA review and approval of the OTS' 3HSP and funding recommendations, the OTS will notify the government or public entity via GEMS email of the status of their application. Successful applications are converted by the OTS in GEMS to a draft grant agreement and assigned a grant number.

Draft Grant Agreement

The OTS works with the subrecipient to prepare the draft grant agreement using information included in the original grant application as well as any changes to the budget and/or strategies discussed. The draft grant agreement consists of the following documents:

- *Traffic Safety Grant Agreement, Page 1 and Page 2* summarizes the terms of the contract between the subrecipient and the OTS. The page includes the grant number, grant title; name of the applicant agency; agency unit handling the grant; grant period and description; the amount of federal funds allocated; approval signatures of the Authorizing Official, Grant Director, and the Fiscal Official of the applicant agency; the authorizing official and Accounting Officer contact from the OTS; the agency's SAM number; the budget funding data; NHTSA transparency reporting requirements; and the OTS fiscal approval signature.
- The *Grant Description Schedule A* outlines the grant's purpose (supported by data), activities (i.e., strategies, tasks, reporting, evaluation method) and performance measures (goals and objectives), along with an administrative support statement from the appropriate governing body or official (i.e., city council, board of supervisors, county executive, city manager). All this information is taken directly from the original grant application and agency support letters.
- *Detailed Budget Estimate, Schedule B*, covers the entire one-year grant period (two years on an exception basis) beginning October 1 and ending September 30. Federal funding source information is provided to assist the agency with [single audit](#) compliance. Costs are divided into six categories which the government or public entity completed as applicable to its grant. (For more information on allowable costs, refer to [Direct Allowable Costs](#) in the Subrecipient Responsibilities & Procedures section of this manual.):
 - Personnel Costs – Includes all classifications applicable to the grant, the hourly rate (based on the method of compensation for that classification) and percentage applicable to

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- the grant. Overtime salaries must be broken out separately from regular pay. Reasonable cost of living increases, or merit increases are estimated and included. Benefits are included under personnel costs. Estimated costs for this category should be provided by the agencies financial official.
- Travel Expense – Includes the estimated cost of grant-related travel expenses (transportation and per diem) segregated by in-state and out-of-state travel, using the subrecipient's established reimbursement rates. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources (CalHR). For rates consult the [CalHR website](#).
 - Contractual Services – Describes the estimated cost of services to be provided for each contract awarded on the grant using descriptive titles (i.e., "CPS Training," "Evaluation Services," "Public Awareness Campaign") rather than a firm, agency, or individual names. Each contract must have its own sub-budget detailing the contractors' expenses. For each contract, the agency is required to follow its established contracting policies. Approval of the grant agreement does not imply agreement for a "sole source" contact.
 - Equipment – Includes the estimated cost of each equipment item that costs \$10,000 per unit (FFY 2024 and prior is \$5,000 per unit) or more and has a useful life of more than one year. The total cost of equipment (without discounts) includes modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for grant purposes as well as tax, shipping and installation.
 - Other Direct Costs – Details the estimated cost of any other allowable direct grant expenses not covered under the previous categories including services not requiring contractual agreements and minor equipment such as office supplies, printing, educational materials, radar devices, child safety seats, bike helmets, and checkpoint supplies that support the grant goals and objectives. The agency must follow its established procurement policies. (Note: If a line item cost in this category is based on an allocation, it must be identified in the line item title as "Allocated Office Supplies" or "Communication Allocation." Cost allocation plans may be requested to determine if costs are equitably distributed to the grant.)
 - Indirect Cost – Details costs incurred for common or joint purposes (i.e., phone, supplies, administrative salaries) that are not a direct grant

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cost. An indirect cost benefits more than one cost objective and should be prorated equitably among all applicable functional areas. For more information on indirect costs, refer to [Allowable Indirect Costs](#) in the Subrecipient Responsibilities & Procedures section of this manual.) Estimated costs for this category should be provided by the agencies fiscal official and supported by a current FFY Indirect Cost Rate approval letter from a federal agency.

- *Budget Narrative, Schedule B-1*, which provides line item descriptions, in the same order as the costs detailed in the budget estimate (Schedule B), and their relationship to the grant. The narrative addresses the following:
 - Personnel Costs – Explains grant-related activities and/or responsibilities for personnel and provides itemized employee rates and benefits. (Since actual benefit costs differ for straight time and overtime hours, both rates are identified and itemized in their own benefit line.)
 - Federal guidelines prohibit using Federal grant funds to pay for routine and/or existing state or local activities that carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments. This practice is known as [General Costs of Government](#). If a grant includes funding for straight time personnel, the OTS requires that the subrecipient include the following statement:
 - “Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.”
 - Travel Expenses – Details the travel necessary to complete grant objectives including conferences, seminars, training and/or out-of-state trips and corresponding costs using the subrecipient’s established travel policies and reimbursement rates. If no policy exists, it is noted in the narrative. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources. For rates consult the [CalHR website](#).
 - Contractual Services – Includes a brief description of the services provided by each contract identified in the budget estimate and how they relate to the grant objectives. Each contract must have its own sub-budget with detail. (For more information on contractual services, refer to ([Contractual Services](#)) in the *Grant Requirement* section, and

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- ([Financial Management](#)) in *Subrecipient Responsibilities & Procedures*, and also Contractual within the same section.)
- Equipment – Includes a brief description of the item(s) identified in the budget estimate, how it (they) will be used and if costs include any attachments, accessories, auxiliary apparatus, installation, or modification. Equipment brand names are not used.
 - Other Direct Costs – Provides a brief description for each line item in the budget estimate by expense type, indicating how they support the grant goals and objectives. (For more information on other [direct allowable costs](#), refer to [Other Direct Costs](#) the Subrecipient Responsibilities & Procedures section in this manual.)
 - Indirect Cost – Provides a brief description of how costs will be calculated (i.e., salaries, salaries and benefits). (For more information on indirect cost, refer to [Allowable Indirect Costs](#) in the Subrecipient Responsibilities & Procedures section in this manual.)
 - *Certifications & Assurances*, which document the federal terms, assurances and certifications that apply to the agreement between the OTS and the subrecipient. These may be reviewed in [Appendix A](#) in this manual.

Final Grant Agreement

Once the draft grant agreement is approved in GEMS, it is converted into a final grant agreement. The assigned OTS Grant Coordinator e-mails a copy to the Primary Contact and Authorizing Official listed on the agreement with completion instructions. The official will also receive a GEMS User Authority form (see [Authorizing Officials](#) in the Subrecipient Responsibilities section) to designate individuals who can represent the agency for grant activities. The Authorizing Official, Grant Director, and the Fiscal Official will electronically sign the grant and the designation form. If the agreement requires governing body approval, the agency should notify the OTS of the timetable for that process.

Once the agreement is returned to the OTS, the agreement is signed by the appropriate OTS authority. The agency will then receive notification that the grant is active and can be viewed and downloaded from GEMS.

The signatures of the authorized representatives indicate that the subrecipient agrees to comply with the requirements outlined in the grant agreement. The subrecipient may not proceed with any expenditure associated with the grant

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until the authorizing Official receives notification from the OTS and it is on or after the effective grant start date.

Pre-Operational Review

The OTS conducts a pre-operational review with all subrecipients within the first 90 days (between October and December) after the grant period begins. The review is conducted either by phone, virtually, or in-person with the OTS Grant Coordinator at a mutually agreed upon time and location. Since the purpose of the meeting is to review in detail the grant operational and fiscal requirements outlined in the OTS Grant Agreement, the individual(s) responsible for administering the grant should attend the meeting. The Authorizing Official, Fiscal Official, and Grant director are strongly encouraged to participate in the pre-operational review, if available. The OTS Grant Coordinator will review the grant goals and objectives along with base year data; equipment report, if applicable; the grant claim invoice and detail; and quarterly performance report. After the meeting, the Pre-Operational Review, which lists all who were in attendance, what was discussed and any other pertinent information, is completed by the OTS Grant Coordinator in GEMS.

GRANT REQUIREMENTS

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all **grant requirements** and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. The OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, the OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, the OTS reimburses the subrecipient for actual expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

Federal & State Regulations Governing the OTS Grants

The Office of Management and Budget (OMB) [2 CFR Part 200, Uniform Guidance for Federal Awards](#), is the federal administrative regulation under which the OTS grants operate. Agencies receiving highway safety funds must adhere to these requirements. The OTS is as restrictive as the requirements of

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2CFR Part 200 and 2 [CFR Part 1201](#) (implementing regulations). However, in some cases, the OTS may be more restrictive to allow time for the submission of reports to NHTSA which include subrecipient information. (Refer to [Appendix D, General Terms and Conditions](#) in this manual.)

The expenses and costs eligible for reimbursement under the highway safety program are those stipulated in the approved grant budget. To be allowable, costs must be necessary, reasonable, allocable, and expended according to the appropriate federal and state statutes or grant regulations outlined in [2 CFR Part 200.416](#) and [Appendix VII](#) (for state, local or tribal government), [2 CFR Parts 200.418 and 200.419](#) and [2 CFR Part 200 Appendix III](#) (for educational institutions) and [2 CFR 414](#), and [Appendix IV](#) (for private non-profit organizations other than higher education institutions or hospitals). When evaluating reasonable cost, subrecipients should consider the following:

- Is the cost generally recognized as ordinary and necessary for the performance of a government or public entity?
- Does the cost exceed the market price for comparable goods or services?
- Was restraint used and requirements followed (i.e., sound business practices, arm's length bargaining)?
- Did the person act prudently and responsibly in expending public funds?
- Did the subrecipient adhere to established procurement practices thereby ensuring the cost to the OTS is justifiable?

All procurement and contractual transactions must be conducted in a full, open and competitive manner consistent with the standards of [2 CFR Part 200.318](#). Sole source procurement or contracting is discouraged, because it is inconsistent with a policy of full and open competition. Grant management rules require the OTS to monitor subrecipients to ensure compliance with applicable federal requirements and cost principles. (For more information, refer to the Monitoring section in this manual and *Audit* information provided below.)

Audits

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations and administrative requirements. All grants awarded by the OTS are federally funded by the U.S. Department of Transportation/NHTSA and recorded in the catalog of Federal Domestic Assistance (CFDA). If a subrecipient or its parent agency expends over \$750,000 in federal funds from any source, a single audit procedure is required by the Single Audit Act for State and Local Agencies, 1996

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Amendments, [Public Law 104-156](#). Current code [2 CFR Subpart F - Audit, Part 200.501](#) describes the audit requirements. All agencies meeting this threshold, must submit a copy of their completed audit to the [California State Controller's Office](#).

State highway safety offices are required to review the Federal Agency Clearinghouse for existing audits submitted by entities meeting the \$750,000 threshold. Annually in July, all proposed and current subrecipients that have not met the federal single audit requirement receive a letter from the OTS requesting resolution. If a subrecipient is unable or unwilling to have an audit conducted in accordance with [2 CFR Subpart F - Audit, Part 200.501](#), the OTS may administer the following sanctions: withhold a percentage of the grant award, withhold or disallow overhead cost, suspend the grant until the audit is conducted or an exemption certification is submitted, or terminate the grant.

In addition to the federal single audit requirement, the California Department of Finance Office of State Audits and Evaluations (OSAE) conducts financial and compliance audits and monitoring activities on behalf of the OTS in accordance with government audit standards. These audits are performed to aid the OTS in complying with federal audit requirements and grant fund oversight. (For more information, refer to the [Monitoring](#) section in this manual)

Federal Funding Accountability & Transparency Act

Passed by Congress in 2006, the Federal Funding Accountability and Transparency Act (FFATA) requires the OTS to report each action (sub-award and executive compensation) that obligates \$25,000 or more in federal funds during the grant year. The subrecipient is exempt from this requirement if, during the previous year, its gross income from all sources was less than \$300,000.

Procurement Standards (Competitive & Sole Source)

A subrecipient of federal grant funds awarded by the OTS must follow the same policies and procedures it uses for procuring goods and services with non-federal funds provided they conform to applicable state laws as well as federal laws and standards outlined in [2 CFR Part 200.318](#). A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OTS. State government agencies must comply with contract and procurement policies and procedures set forth in the [California State Administrative Manual](#) and the [California State Contracting Manual](#). Three competitive bids should be secured for each purchase or service.

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Purchases or contracts awarded by a non-competitive process or sole source are allowed only when small purchase procedures, sealed bids or competitive proposals are unfeasible, and the following applies:

- Goods or services are only available from a single source.
- Public need or emergency will not permit a delay resulting from a competitive solicitation.
- Competition is determined to be inadequate after soliciting a number of sources.

Sole source approvals must be granted in accordance with the subrecipient's procurement and contracting directives addressing non-competitive procurement and contracting. All exceptions must follow state guidelines.

Buy America Act - 23 USC 313

Prohibits states and their subrecipients from using highway grant funds to purchase products over \$5,000.00, unless they are manufactured or assembled in the U.S. This prohibition applies to steel, iron and all manufactured products, unless a waiver is granted by the U.S. Secretary of Transportation. There is no minimum purchase threshold that exempts the need for a waiver under the Buy America Act.

The Buy America Act is also contained within [Appendix A - Certifications and Assurances for Highway Safety Grants](#), which become a part of a signed grant agreement.

Contractual Services

Subrecipients may use consultants and contractors, secured through a competitive bid or proposal as previously described in the [Procurement Standards](#) in this manual, to achieve the goals and objectives outlined in a federal funded highway safety grant. However, the subrecipient should not enter into a contract until the grant agreement is signed and authorized by the OTS, and effective after the grant start date. The subrecipient is responsible for verifying contractor eligibility by checking the [System for Awards Management website](#) or adding a self-certification clause or condition to the contract (see [Certification Regarding Debarment and Suspension](#) included in Appendix A of this manual).

The subrecipient is responsible for managing all contracts issued using the OTS grant funds including:

- Ensuring the contractor complies with all contract provisions.

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- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- Ensuring that all Personnel Activity Reporting (PAR) requirements are met. (For more information, refer to *Personnel Source Documentation* in the [Direct Allowable Cost & Source Documents](#) section in this manual.)

Nothing contained in the grant agreement creates a contractual relationship between the OTS or the State of California and the contractor. The subrecipient is responsible for monitoring the activities of the contractor to ensure it is achieving the desired results as outlined in the contract and grant agreement, and that federal grant funds are used for purposes authorized in the grant agreement and in compliance with federal and state statutes and regulations. The subrecipient, not the OTS or the State, is responsible for paying its contractors.

The subrecipient is the responsible party and remains liable for the performance of the terms, conditions, assurances, and certifications of the grant agreement that specifically relate to the contractor. The subrecipient is as fully responsible to the OTS and the State for the acts and omissions of its contractors and the contractor's employees as it is for its own employees. In the event of a contractual and/or administrative issue arising out of a contract entered into in support of the grant agreement, the subrecipient, not the OTS or the State of California, is responsible for resolving all disputes, claims or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct on the part of the contractor.

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Non-Profits

Contractual agreements with 501(c)(3) non-profit organizations ("contractors") registered with the California Secretary of State are allowable and must be on a cost reimbursement basis and include detailed budgets with budget narratives descriptive enough to limit misinterpretation of allowable cost items. If the value of the contract is more than \$150,000, the host agency is responsible for conducting pre-award reviews, as necessary, to determine if the non-profit can perform in accordance with the terms, conditions and specifications in the contract and all applicable state and federal requirements. The review should determine:

- the propriety of the amounts in the cost proposal;
- the ability of the contractor's accounting system to accumulate and segregate reasonable, allocable and allowable costs for charges related to the contract; and
- that the agreement complies with all applicable state and federal procurement criteria.

The pre-award audit may be waived if the non-profit has a successful history with the host agency.

Traffic Enforcement Agencies

A subrecipient's traffic enforcement personnel and any equipment funded under a grant agreement must be solely dedicated to grant supported enforcement tasks unless a crime is committed in the officer's presence, the officer is responding to a distress call, or all available enforcement personnel are responding to a riot. Nothing in the grant agreement (i.e., goals, objectives) should be interpreted as a formal or informal requirement that a police officer issue a specified or predetermined number of citations.

Institutions of Higher Education

Colleges and universities may enter into contracts to perform applicable provisions of a grant agreement. The terms and conditions of a grant agreement is detailed in [Appendix B](#).

Limitation of Liability

The subrecipient is responsible for the settlement of any and all claims and lawsuits arising from or incident to the OTS' non-payment of a subrecipient's claim. The subrecipient expressly acknowledges that their responsibility including the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims and lawsuits are based upon the OTS'

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nonpayment of claims. The subrecipient will defend any suits brought upon all such claims and lawsuits and pay all costs and expenses.

The agreement entered into with the OTS is subject to any applicable restrictions, limitations or conditions entered by the U.S. government subsequent to the execution of the grant agreement.

SUBRECIPIENT RESPONSIBILITIES & PROCEDURES

When a government or public entity accepts federal highway safety funds, it agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period. The government or public entity designated Subrecipient Authorizing Official will be notified in writing of any changes via email and/or mail.

It is critical that the agency officials carefully review the federal regulations outlined in [2 CFR Part 200](#) and [1201](#) and the certifications and assurances included in the grant agreement and in [Appendix A and B](#) in this manual. The Governor is the responsible official for the administration of California's highway safety program through the OTS (which has adequate powers and is equipped and organized to carry out the program) and must assure compliance with applicable statutes and regulations. By accepting federal highway safety funds, the government or public entity or subrecipient is also bound by these certifications and assurances.

Authorizing Official

The Authorizing Official has contract binding authority. Once the grant agreement is finalized by the OTS, the Authorizing Official will receive from GEMS an alternate signature/GEMS user authority email. The attached GEMS User Authority form (OTS-55) allows the official to delegate up to five (5) authorized users. The form is submitted to OTS via email. Retain the original form in the agencies official grant file. All individuals listed on this form and will be able to log in to GEMS for all matters relating to the OTS grant, including, but not limited to, completing and submitting Quarterly Performance Reports (QPRs) and reimbursement claims.

Grant Director

The Grant Director (i.e., police chief, police sergeant, traffic engineer) is responsible for establishing operating procedures and controls that ensure adequate administration of the grant in accordance with the terms of the agreement as well as all applicable statutes and regulations. He/she is responsible for meeting work schedules, maintaining costs within the approved

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budget(s), compiling sufficient documentation to validate grant progress and fund expenditures, submitting timely and complete grant reports, and the grant evaluation. The Grant Director must be available for periodic operational reviews with the OTS Grant Coordinator.

Fiscal or Accounting Official

In addition to the Grant Director, the subrecipient must also identify the Fiscal or Accounting Official who is responsible for ensuring that budgeted costs comply with the agency's standard policies and procedures and that the agency's accounting system conforms to generally accepted accounting principles. The Fiscal Official should also carefully review the federal regulations outlined in [2 CFR Part 200](#) and [2 CFR Part 1201](#) and the certifications and assurances included in the grant agreement and in [Appendix A and B](#) in this manual.

Change Authorized Officials or Delegation

Contact the OTS for changes to the Agency officials listed on Page 1 of the grant agreement, submit an email detailing the change. The OTS will provide further instruction by email. Resubmit the OTS-55, should changes occur to those listed on that document.

Financial Management

The subrecipient must have adequate and appropriate internal controls in place for every OTS grant that assures awards are managed in compliance with state and federal statutes and regulations. These controls should ensure that all cash, real and personal property, and other assets are safe guarded and used solely for purposes authorized in the grant agreement.

A separate account or fund must be established for each highway safety grant and all grant costs should be separately and accurately recorded. Additionally, the Fiscal Official should ensure that all claims for reimbursement are limited to those specifically authorized in the grant agreement and that they are prepared using grant accounting records or a process that reconciles claims at least quarterly with the grant records.

While the OTS establishes an electronic copy file for each grant, it is strongly recommended that copies of all financial records pertaining to a grant be stored in a grant file (hard copy, electronic, or both) maintained by the subrecipient's Fiscal Official or Authorizing Official. This will make it easier to submit claims, complete status reports, respond to questions, and reference documents. The file should include information pertaining to grant awards, authorization, financial obligations, unobligated balances, assets, expenditures, and, if applicable, income (contact OTS for additional reporting requirements).

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It should also include a copy of the subrecipient's internal purchasing policies and procedures. At a minimum, the policies must meet state requirements; they may not be less stringent. If no written policies exist, the subrecipient is subject to the state's purchasing guidelines.

Subrecipients must maintain records that sufficiently detail the procurement history for all purchases. At minimum, these records should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price. For sole source procurements, the records must at minimum include justification of why the purchase/service cannot logically and reasonably be made through a competitive bidding process including the consequences if not approved, a list of the vendor's or contractor's unique qualifications, experience, etc., and a detailed cost analysis.

The subrecipient must retain all source documents and records in the file and make them available for federal and state audits for at least three years following the date of the final reimbursement of grant expenditures or final disposition of equipment purchased with grant funds, whichever is later. Records must be retained beyond this time period if there are unresolved audit findings. (For more information, refer to Audit section and the [Monitoring](#) section of this manual.)

Fraud Prevention

A subrecipient must have strong training programs in place that address policies, procedures and controls, with a particular emphasis on fraud prevention. Effectively supervising and monitoring employees working on the grant is critical. Examples of fraud include but are not limited to: falsified time sheets, grant applications, quarterly performance and final reports, contracts, or competitive bids; expenditure reports that falsely indicate federal funds have been expended; reporting activities, citations or arrests that did not occur; embezzlement; bribery; extortion (acting under color of official right); obstruction of justice; and destruction of records.

If a subrecipient determines there is fraud, and/or a conflict of interest associated with a federal highway safety grant, this information must immediately be detailed in writing and forwarded to the OTS Grant Coordinator. The OTS Grant Coordinator will notify the OTS management, who in turn, is required to report any fraud or conflict of interest associated with a federal highway safety grant to NHTSA.

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Safeguarding Personal Information

A subrecipient must take reasonable measures to safeguard protected personally identifiable information and other information NHTSA or the OTS designates as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under [2 CFR Part 200.303](#).

Direct Allowable Costs & Source Documents

The OTS uses the cost principles outlined in [2 CFR Part 200 Subpart E](#) and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules and regulations conforming to limitations or exclusion of cost. A subrecipient is required to adhere to these same requirements when administering grant funds. (For more information, refer to [Federal & State Regulations](#) in the Grants Requirement section in this manual).

A subrecipient is responsible for determining whether a cost for a specific service, function or item (i.e., supply, equipment) is a direct cost, direct allocation (costs such as depreciation, rental, facility operation and maintenance that are prorated and the benefit to the grant can be directly measured) or [allowable indirect cost](#) (costs incurred for common or joint purposes that are prorated to a grant based on the benefit received but are not readily associated with a specific grant). For federal highway safety funded grants provided by the OTS, direct costs are categorized in the grant agreement as personnel, travel, contractual services, equipment and other direct costs (i.e., office supplies, educational materials). For more information on allowable costs for federal grant funded programs, consult the NHTSA Highway Safety Grants Program [Resources Guide](#) website. Supplemental information and clarification regarding allowable and unallowable costs are published in the NHTSA memorandum titled "[Use of NHTSA Highway Safety Grant Funds for Certain Purchases](#)".

Adequate documentation is required for a cost to be eligible for reimbursement. The criteria for ensuring a subrecipient has adequate source documentation are provided under each direct cost category below:

Personnel

Personnel costs include only direct compensation of wages and fringe benefits of subrecipient employees hired expressly for the grant and for the time and effort spent on grant-related activities. Grant funds may be used for wages, special compensation, or other authorized absences such as annual and sick leave provided the cost for the employee is reasonable for

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the services rendered, follows an appointment made in accordance with state or local laws and rules, and meets federal requirements.

Grant funds may also be used for employee fringe benefits for authorized absences such as annual leave and sick, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and distributed equitably to the grant and all other activities. **Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.**

Source Documentation:

If an employee of a subrecipient or contractor (excluding an employee only receiving OTS funding for overtime) is receiving less than 100% of funding from the OTS for personnel services or is receiving 100% of funding from the OTS but the funding comes from more than one federally-funded grant, his/her time distribution to the federally funded grant must be supported by an after-the-fact [Personnel Activity Report \(PAR\)](#). This requirement also applies to employees of non-profits and institutions of higher education.

A PAR is an employee-maintained timesheet or log which accounts for 100% of the employee's time. It is used to identify effort spent on multiple programs/federal funds. A PAR must:

- reflect the employee's after-the-fact distribution of time by program/federal fund;
- account for the total activity by program/federal fund for which each employee is compensated whether grant-related or not;
- be prepared at least monthly and coincide with one or more pay periods; and
- be signed by the employee and his/her supervisor.

A digital signature and/or online PAR is acceptable provided the subrecipient or contractor can demonstrate and document that the actions detailed on the PAR were performed by the employee.

An employee of a subrecipient or contractor receiving 100% of funding from the OTS for personnel services is not required to complete an after-the-fact PAR. Instead, the subrecipient may choose to have the employee complete the [Employee Time Certification](#) form stating that the employee worked solely on the federally funded program for the period covered by the certification. This certification must be prepared at least semi-annually and signed by the employee and supervisory official who

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has firsthand knowledge of the work performed by the employee. Both of these forms will be provided by the OTS Grant Coordinator during the Pre-Operational Meeting.

Travel

Allowable travel expenses incurred by personnel identified in the grant budget include transportation, food and lodging that meet the subrecipient's documented travel policies. The travel should occur prior to the claim submission for reimbursement.

If the subrecipient's travel policy does not include maximum allowable lodging rates, these costs may not exceed the state's lodging rate unless written justification is submitted and approved by the OTS. If the subrecipient does not have documented travel policies, the [State Travel Policies](#) apply.

Out-of-state travel expenses require written approval from the OTS prior to incurring costs unless identified in the Budget (Schedule B) and the Budget Narrative (Schedule B-1) of the grant agreement.

Expenses associated with attending meetings and conferences, where the primary purpose is the dissemination of technical information, are allowable. These include transportation, registration fees, and other incidental costs.

Source Documentation:

- Travel expenses must be supported by properly prepared employee expense reimbursement claims, including required receipts per the documented travel policy. For audit purposes, all receipts must be retained for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
- Conference or seminar expenses must be supported by an event agenda.
- For meetings or conferences, documentation must indicate that the primary purpose was for dissemination of technical information.
- For costs associated with the use of agency-owned vehicles, documentation must indicate who used the vehicle, when, for what purpose, and number of miles driven. Documentation must also explain how the mileage or other billing rate(s) was developed if the state rate is not used.

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Contractual Services

This applies to any professional services and associated costs necessary to complete the grant objectives, not available through the subrecipient, requiring contractual agreements that are entered into in accordance with the subrecipient's normal procedures.

Source Documentation:

- Services provided by an individual, organization, firm, or agency must be supported by a properly executed contract or interagency agreement.
- Payments must be supported by itemized invoices and made in accordance with the terms of the agreement.
- The subrecipient must maintain records that sufficiently document the procurement process associated with the contract.

Equipment

Equipment is any non-expendable, tangible personal property costing \$10,000 or more (FFY 2024 and prior is \$5,000 or more) with a useful life of at least one year that is required to carry out grant activities (i.e., motorcycles, radar trailers, some extrication equipment). The total cost includes modifications, attachments, accessories, or auxiliary apparatus needed to make it usable for grant purposes as well as tax, shipping and installation (excluding any discounts).

All equipment purchased using federal highway safety funds require written approval from NHTSA, which is handled by the OTS during the grant application process. Equipment purchased with grant funds must be used for traffic safety purposes only. Non-authorized use of equipment is grounds for refunding a portion of the equipment value to the OTS. All equipment purchased with grant funds must comply with the [Buy America Act](#), in this manual. Additional guidance is available from the OTS Grant Coordinator.

The subrecipient must have procedures in place for managing equipment (including replacement equipment) purchased in whole or in part using the OTS funds that at minimum include:

- Adequate controls for safeguarding against loss, damage or theft;
- Provisions for replacement due to circumstances other than normal wear and tear;
- Maintenance procedures to ensure good working condition; and
- Complete records (detailed below).

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For information on equipment monitoring, refer to the [Monitoring](#) section in this manual. Equipment disposition is discussed in the [Grant Close Out](#) section of this manual.

Source Documentation:

Equipment must be reported to the OTS using the Equipment Reporting Form. The form is generated in GEMS at the time the subrecipient requests reimbursement for the purchase on a claim. The OTS uses this form for monitoring purposes, but it should not be used by the subrecipient as a substitute for appropriate equipment control records which should include the following information:

- Description of the item with serial or identification numbers;
- Federal funding source (FAIN number);
- Acquisition date and total cost including federal share;
- Source and title holder;
- Location, condition; and
- Disposition data including date of disposal and sale price.

Other Direct Costs

This includes any other **supplies** or **services** (i.e., educational materials, DUI checkpoint supplies, child safety seats) of a non-contractual nature with an acquisition cost of less than \$10,000 purchased using highway safety funds. These purchases do not require NHTSA pre-approval. However, these items or services must be used in support of the grant. Non-authorized use of supplies or services is grounds for refunding a portion of the value to the OTS. All items costing \$5,000 or more (including tax and shipping and excluding discounts) purchased with grant funds must comply with the [Buy America Act](#), in this manual. Additional guidance is available from the OTS Grant Coordinator.

The cost of the item or service, which would not otherwise be allowable using the subrecipient's general funds, may not be purchased with federal grant funds. Additionally, if joint costs are prorated as direct costs to the grant, the allocation method must be reviewed by the OTS to determine reimbursement eligibility.

Grant funds may be used for the **development of new training curricula and/or materials** that do not duplicate materials already developed for similar purposes by U.S. DOT, NHTSA, the Federal Highway Administration or the State of California.

The subrecipient should contact their OTS Grant Coordinator for guidance on allowable supplies and services and refer to the [Public Information &](#)

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[Education Section](#) of this manual for information concerning the inclusion of logos on materials. All items purchased with grant funds, over \$5,000, must comply with the [Buy America Act](#).

Source Documentation:

All other direct costs must be supported by purchase orders or other original procurement documents signed by the appropriate authority. The subrecipient should also have itemized invoices or properly signed and dated delivery and/or packing slips. Rental or lease costs must be supported by detailed agreements.

Allowable Indirect Costs

Allowable indirect cost rates are reimbursed as defined in [2 CFR Appendix E Part 414](#). Indirect costs are those costs incurred for common or joint purposes (i.e. telephone, administrative services, depreciation, facility and equipment maintenance) and not assigned to a highway safety grant as a direct cost. Indirect costs benefit more than one cost objective and should be prorated equitably among all applicable functional areas (OTS grant and non-grant related).

A non-profit that does not have an approved indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs. Guidance on establishing an indirect cost rate as well as regulations for negotiating and approving this rate is outlined in [Appendix IV of 2 CFR Part 200](#), Indirect Costs Identification and Assignment and Rate Determination for Non-Profit Organizations.

A subrecipient that does not already have an approved federally-recognized indirect cost rate negotiated with the federal government must negotiate a rate with the OTS as outlined in [2 CFR 200.331\(a\)\(4\)](#). Once the indirect rate is negotiated, it must be accepted by all federal agencies (i.e., NHTSA, FHWA) as outlined in [2 CFR 200.414\(c\)\(1\)](#).

Source documentation (i.e., a subrecipient's federally approved indirect cost rate letter) must be available to support an indirect cost rate authorized by the federal government. If the subrecipient's indirect cost rate is amended or changed during the term of the grant, the new indirect cost rate plan and approval letter must be submitted to the OTS.

Unallowable Costs for Selected Items

The following is a list of selected costs that are ineligible for reimbursement under the Highway Traffic Safety Program. A subrecipient should contact the OTS Grant Coordinator for guidance regarding the other costs not discussed previously or

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below in this manual.

Construction & Facilities

- Highway construction, maintenance and/or design
- Construction or reconstruction of permanent facilities such as paving, driving ranges, towers, and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers such as guardrails, regulatory and warning signs and supports, field reference markers, luminaire supports, and utility poles
- Construction, rehabilitation or remodeling of any building or structure
- Cost of land
- Purchase of office furnishings and fixtures such as but not limited to: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies/hardware, fixed lighting, lamp

Equipment

- Traffic signal preemption systems
- Automated Traffic Enforcement Systems

Training

- Cost of the individual's replacement hourly rate while attending training, unless the personnel position is already grant supported

Program Administration

- General Costs of Government, which includes the use of funds for routine and/or existing governmental activities that constitute general expenses required to carry out overall responsibilities of a government entity
- Promotional items (i.e., key chains, pencils, mugs)
- Entertainment costs including amusement and social activities and any costs directly associated with the purchase of tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities
- Alcoholic beverages for any consumption purposes including controlled training settings for law enforcement training
- Contributions and donations, including cash, property and services to others regardless of the recipient

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- Cost of fundraising, including financial campaigns, solicitation of gifts and similar expenses incurred to raise capital or obtain contributions
- Contingency provisions for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Costs of commercial insurance that protects contractor for correction of defects in materials or workmanship
- Costs not recovered under one grant agreement are unallowable under other grant agreements
- General liability insurance

Grant Revisions

A subrecipient may request a revision to the grant agreement that is necessary to enhance the operational efficiency of the highway safety grant. This includes any changes that may affect the overall budget or a specific budget line (including moving funds between line items and/or cost categories), a sub-budget or contractual services, as well as the addition of travel (in and out-of-state), and/or a significant change in goals, objectives and/or procedures that affect the grant scope or end date.

The Authorizing Official, Fiscal Official, or Grant Director must submit to the OTS Grant Coordinator a detailed explanation and justification for a grant revision. In advance of sending written notification, the subrecipient is encouraged to contact the OTS Grant Coordinator to discuss any proposed grant revision.

Once a revision request is received, the OTS carefully reviews it taking into consideration the subrecipient's current and past grant performance, timeliness and quality of claims and quarterly performance reports, the circumstances and justification for the change, and availability of grant funds. The subrecipient should allow sufficient time for the review process (which may also require NHTSA approval), keeping in mind that no grant funds may be expended until written notification of the status of the request (approval or denial) is provided by the OTS. Failure to comply could jeopardize claim reimbursement.

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CLAIMS PREPARATION & REIMBURSEMENT

Claim Preparation

To request reimbursement of an approved grant expenditure, the subrecipient must complete a Grant Claim Invoice in GEMS and Contractual Services Summary Sheet, if applicable. These forms must be input into GEMS no later than 30 days following the end of the calendar quarter as follows:

| <u>Quarter</u> | <u>Time Period</u> | <u>Due Date</u> |
|-----------------------|---------------------------|------------------------|
| First | October thru December | January 30 |
| Second | January thru March | April 30 |
| Third | April thru June | July 30 |
| Fourth | July thru September | October 30 |

An invoice showing “zero net” must be submitted even if no expenses were incurred during that quarter. Failure to submit quarterly grant claim invoices by these due dates may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide Quarterly Performance Reports for two or more quarters. (For more information, refer to the Grant Reports section, Quarterly Performance Reports in this manual.)

The grant claim invoice should be prepared using the subrecipient's accounting records and include costs incurred during that time period. Enter the exact cost, do not round off numbers. To ensure proper accounting of reimbursements, grant claim invoices submitted to the OTS should be recorded as a receivable in the subrecipient's accounting system.

Subrecipients access Claims from the Grant Agreement list view on their GEMS home page. The form is pre-populated with the grant budget items against which claims for reimbursement can be made. The form also indicates budget remaining for each item based on prior claims that have been reviewed and approved.

Personnel Costs, enter the claimed hourly rate and/or overtime costs, if applicable. Source documentation is maintained by the subrecipient in the event of an audit and/or the Grant Performance Review (For more information, refer to Grant Performance Review in the Monitoring Section of this manual.)

Fringe Benefits, enter the pertinent information for authorized absences such as annual leave and sick leave, as well as employer's contributions to social

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security, health insurance, workmen's compensation, and the like provided they are granted under approved plans, and are distributed equitably to the grant and all other activities.

Travel Costs, enter the pertinent travel information and claimed costs, if applicable in accordance with the Subrecipient Responsibilities section, [Travel](#). Upload source documentation organized by in-state and out-of-state travel for each individual(s) trip or training. For each individual trip or training, group all source documents together and clearly label each with the traveler's name and approved trip or training identified in the Budget of the agreement.

Contractual Services, enter the claimed contractual services amount by line item in the GEMS Grant Claim Invoice Screen including entry into sub-budgets if applicable. Upload all source documents for each contractor, group all source documents together and clearly label each with the line item identification and/or contractor's name.

Equipment, enter the claimed amount, if applicable. GEMS will require completion of the Equipment Report as part of the claim. GEMS automatically creates the first Recertification record with a Recertification due date that is 2 years from the date of original claim.

Assemble and upload applicable invoice(s). If sales tax is not included on the invoice, provide a statement that includes the following: "Charge is for California Sales Tax that will be paid to the California Department of Tax and Fee Administration (CDTFA)," amount of sales tax for each item, and date tax is paid to BOE. For each line item, assemble all source documents together and clearly label each with the line item name.

Other Direct Costs, enter the claimed line item amount, if applicable and upload invoices or receipts. For each line item, assemble all source documents together and clearly label each with the name of the line item.

Indirect Costs, the approved rate is already entered in the agency information tab and will automatically calculate, if applicable. No source documents are required; however, the subrecipient should have its indirect cost allocation approval letter on file.

The authorized user or subrecipient must verify that costs claimed are allowable and authorized, do not exceed budgeted line items, and posted to the correct cost categories and line items. They should also check that all source documents are provided.

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If a claim is submitted with undecipherable or missing source documents, the subrecipient will be notified and instructed to submit the missing information or re-submit the documents in question within three business days. If documents are not received by this deadline, the costs in question will be removed from the claim.

GRANT REPORTS

Quarterly Performance Report (QPR)

Subrecipients must submit Quarterly Performance Reports (QPR) through GEMS. The QPR details grant activities conducted during each quarter to accomplish grant objectives. It is the main source of information used by the OTS to determine grant success and commitment as well as any difficulties the subrecipient may be experiencing. The information and data provided in the QPR is incorporated into the *Annual Performance Report* that the OTS submits to NHTSA and the State Legislature. The quarterly data is pulled from the subrecipient's crash records.

The QPR must be input into GEMS no later than 30 days following the end of the quarter on the following dates:

| <u>Quarter</u> | <u>Time Period</u> | <u>Due Date</u> |
|-----------------------|---------------------------|------------------------|
| First | October thru December | January 30 |
| Second | January thru March | April 30 |
| Third | April thru June | July 30 |
| Fourth | July thru September | October 30 |

QPR due dates are the same regardless of when a grant starts within a quarter (i.e., grant start date is December 1 and first quarter QPR is due January 30). Failure to submit QPRs on time may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide QPRs for two or more quarters.

The OTS Grant Coordinator will provide the QPR reporting guidelines at the pre-operational review meeting. The QPR is prepopulated based on the grant agreement, it's completed in GEMS, and contains the following:

- An **overview**, that includes a brief list of all activities (including significant media), and procurement conducted in support of the grant during the quarter as well as the status of grant funded personnel and contracts, any challenges, and accomplishments.

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- An **equipment overview** for any equipment (costing \$10,000 or more) being purchased during the grant period noting steps taken to accomplish the purchase and/or if it is still required (i.e., bid, purchase order or requisition, delivery, invoice received and/or paid) or a justification or reason if the purchase was delayed.
- A **summary of completed grant objectives** including an explanation of what was not accomplished and/or plans for upcoming activities.
- If applicable **updated objective data points** for the quarter.
- **Documents** illustrating what was done during the quarter such as the OTS-approved press releases, news clips, photos, and/or other materials. Include a list of these documents.

Supporting information may be uploaded into GEMS.

The fourth quarter QPR should include a final evaluation that briefly summarizes significant total grant accomplishments and challenges (highlight significant items from the objective data points), the number and type(s) of activities completed, type(s) of training conducted or received, and grant-funded purchases. Complete all final goals, objectives, data points and indicate whether they were achieved and provide an explanation if not completed.

Grant Close Out

Approximately 30 days prior to the grant end date, the OTS sends a reminder e-mail to the Primary Contact and Authorizing Official that serves as a reminder of the grant end date and includes information to assist the subrecipient prepare the final QPR, evaluation, and claim. The final QPR, including the completed evaluation section, and reimbursement claim for costs incurred up through the grant end date, must be sent to the OTS for receipt no later than 30 days following the grant end date.

Equipment Disposal

At the end of or anytime during the grant, **prior to disposal**, a subrecipient must notify the OTS of any **disposition of grant equipment**, unless the value has been certified to be under \$10,000 (equipment purchased FFY 2024 and prior shall be certified until the value is under \$5,000) and at the end of its useful life. The subrecipient must submit a letter or email requesting the OTS approval to sell, transfer or dispose of grant equipment. The OTS will forward the request to NHTSA for final approval and notify the subrecipient of the outcome. All proceeds from the sales of the asset, regardless of the amount, must be used for the objective of the original grant agreement.

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MONITORING

Federal and state [grant management rules](#) require that the OTS staff maintain regular contact via telephone/virtual calls, email/written correspondence and on-site visits with subrecipients throughout the course of the grant period to ensure compliance with federal and state statutes, regulations and procedures. Grants administered by the OTS are subject to monitoring based on a number of criteria including dollar amount of the award, the capabilities and experience of the subrecipient's personnel, complexity of the grant, contractual services with or without a non-profit agency, risk assessment, new subrecipient, indications of problems, previous GPR or audit findings, and/or change in grant direction. This monitoring includes not only the review and approval of claims, QPRs and other documents submitted by the subrecipient, but also ongoing outreach through desk monitoring and/or on-site visits.

The intent of this outreach is to develop a relationship with the subrecipient, address grant management-related questions, provide technical assistance, and identify and help address problems and/or concerns. Any documentation generated as a result of this contact is placed in the subrecipient's grant file.

Grant Performance Review

The Grant Performance Review (GPR) is designed to be instructive, not disruptive, and to foster information exchange and partnership. The OTS Grant Coordinators conduct a GPR after receipt of at least the first Quarterly Performance Report and a claim with expenditures.

The OTS may schedule a telephone, virtual, or onsite review at an agreed upon time with the subrecipient in advance, and the OTS Grant Coordinator will provide information to the subrecipient to help the staff prepare for the review. During the review, goals, objectives and tasks are reviewed to determine if the project is being implemented as outlined in the approved grant application. This review is also used to determine if the subrecipient is satisfying and adhering to grant agreement terms and conditions. The financial review includes an examination of the agency and grant-specific financial documents and issues related to the implementation and performance of the grant.

While conducting the GPR, the OTS Grant Coordinator completes the GPR in GEMS noting any issues and the subrecipient's response. If, following the OTS review, there are fiscal follow-up action items, the subrecipient will be notified in writing and a corrective action plan will be requested. The OTS will track subrecipient's progress in implementing the plan and taking corrective action. In the event the issue(s) cannot be resolved, the OTS may request an audit be

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conducted by the California Department of Finance. (For more information, refer to [Audits](#) in the Grant Requirement section in this manual.)

If any disallowed costs are identified during the GPR, the OTS will reduce the subrecipient's next grant claim invoice by the amount of the disallowed cost prior to payment. If the grant is closed, the OTS will invoice the subrecipient for the amount of the disallowed cost.

Equipment

A subrecipient must submit an Equipment Recertification Report (OTS-25a) to the OTS every two years from the date of acquisition. This report includes the same information as the Equipment Report as described in the Subrecipient Responsibilities, [Equipment](#) section, but also includes a description of the method used for determining current fair market value, whether the [fair market value](#) is more or less than \$10,000, and that the equipment is being used for federally-sponsored activities. The report also certifies that the information provided is complete and accurate to the best of the subrecipient's knowledge, in compliance with [2 CFR Part 200.313](#) and [23 CFR 1200.31\(d\)](#), and that the OTS will be contacted immediately after discovery of any grant equipment loss.

Beginning with 2018 FFY grants, equipment purchases were documented in GEMS. The Equipment Recertification Report will also be completed in GEMS. A reminder letter or email will be sent through GEMS to the subrecipient to ensure compliance.

PUBLIC INFORMATION & EDUCATION

Public Education and Information (PE&I) falls into two categories:

Educational – materials that educates and informs an audience such as activity books, coloring books, brochures, and posters.

Promotional – material that promotes, supports or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. **The State of California and NHTSA does NOT allow grant funds to be used for this purpose.**

Subrecipients that use federal highway safety funds to produce educational material must receive approval from the OTS Public Information Officer (PIO) prior to production. Additionally, subrecipients that use non-federal highway safety funds to produce PI&E materials must receive written approval from the OTS Public Information Officer in order to use any OTS logo. Subrecipients should

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allow sufficient time for approval; they should contact their OTS Grant Coordinator for assistance.

Subrecipients should also advise vendors that all materials used in production of public outreach materials (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio) paid for with grant funds are the property of the subrecipient and the OTS. The OTS reserves the right to use materials developed by the subrecipient and/or contractor.

All educational materials produced using grant funds must include the OTS logo or the logo from another program unless otherwise determined by the OTS (i.e., *Click it or Ticket*), and the following message:

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

Inclusion of the logo and/or funding line should not interfere with the primary traffic safety messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the OTS PIO.

All published research and reports developed with highway safety grant funds must include the following disclosure statement:

This report was prepared in cooperation with the California Office of Traffic Safety (OTS). The opinions, findings and conclusion expressed in this publication are those of the author(s) and not necessarily those of the OTS.

Advertising & Public Relations

All press releases discussing the kick-off of a grant and/or grant-funded activity must be approved by the OTS Public Information Officer prior to dissemination even if the subscriber uses a pre-approved [press release template\(s\)](#) available on the OTS website. Approval is also required for all original press releases and press releases developed using the OTS templates that the subrecipient has significantly modified. The subrecipient should email the draft press release to pio@ots.ca.gov at least seven days in advance of the announcement or event and copy the appropriate OTS Grant Coordinator.

A subrecipient must coordinate media and kick-off events with their OTS Grant Coordinator and notify OTS 21 days in advance of any traffic safety event considered highly publicized or anticipated media coverage.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in

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the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captions. A subrecipient should contact their OTS Grant Coordinator for more information on paid advertising.

Copyrights/Trademarks

The OTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a subrecipient or contractor purchases ownership with grant funds.

WITHHOLDING, DISALLOWANCE, REDUCTION, TERMINATION AND/OR DENIAL OF GRANT FUNDS

The OTS Grant Coordinator has the responsibility of recommending to the OTS Director the cancellation of any grant, which is not being implemented in accordance with applicable federal and state laws or the terms, certification and/or assurances in the signed grant agreement. Additionally, the OTS will withhold or disallow grant payments, reduce or terminate grant funds and/or deny future grant funding to any subrecipient that fails to comply with any term or condition of the grant agreement or program guidelines. This may include, but are not limited to, failure to submit acceptable and timely draft and final grant agreements, claims, quarterly reports and/or objective data points; and failure to comply with the [Single Audit Act](#) requirement.

Should the OTS deem it necessary to reduce or terminate grant funds, the Authorizing Official will first receive a letter citing unacceptable grant discrepancies, required corrective action and the penalty for not rectifying the discrepancies by the specified deadline. If corrective action is not taken by the deadline specified in the letter, the stated penalty will be imposed.

Payment for allowable costs up to the date of termination or reduction of grant funds will be subject to negotiation and availability of federal funds.

Termination Requested by the Subrecipient

Grant agreements may be rescinded upon written request by the subrecipient. The letter must be signed by one of the Authorizing Officials of the grant agreement.

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DISPUTES/DISAGREEMENTS

Any dispute, disagreement or questions of fact concerning a grant should be handled with the OTS Grant Coordinator assigned to that grant in consultation with managerial staff. All final decisions will be put in writing and distributed to all concerned parties as well as maintained in the subrecipient's grant file. The subrecipient may then proceed with the performance of the grant in accordance with that decision.

If a subrecipient disagrees with a decision made by the OTS Grant Coordinator, an appeal may be made to the OTS Director. The appeal must be made in writing within 30 days of the Grant Coordinator's decision and sent to the OTS by certified mail. No legal action may be taken by the subrecipient without following these steps.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

APPENDIX A - CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 and 41 U.S.C. Sec. 1906, Pub. L. 109-59, as Amended By Sec. 25024, PUB. L. 117-58)

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\)](#))

Each fiscal year the State of California must sign a *Certifications and Assurances* document that it complies with all Federal requirements including applicable statutes and regulations that are in effect during the grant period. These Certifications and Assurances are submitted in the Annual Grant Application in support of the State's application for Sections 1906, 402, and 405 grants. Requirements that also apply to subrecipients are noted below.

Failure to comply with applicable Federal statutes, regulations, and directives may subject Subrecipients Agency officials to civil or criminal penalties and/or place the State in a high-risk subrecipients status in accordance with [2 CFR Part 200.205 - 200.207](#).

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Subrecipient's Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

General Requirements:

- [23 U.S.C. Chapter 4](#) – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. [25024, PUB. L. 117-58](#)
- [23 CFR Part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs
- [2 CFR Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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- [2 CFR Part 1201](#) - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] 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);
- **49 CFR part 21** (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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 ([42 U.S.C. 2000d et seq.](#), [78 stat. 252](#))). The Age Discrimination Act of 1975 ([42 U.S.C. 6101 et seq.](#)) and Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794 et seq.](#)), by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally- funded or not);

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- **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 Part 37 and Part 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** ((requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)); ([70 FR 74087-74100](#)).
- **[Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **[Executive Order 13988](#), Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all

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programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in [§ 21.23](#) (b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as [DOT Order 1050.2A](#)) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of [DOT Order 1050.2A](#), as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this [DOT Order 1050.2A](#), as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

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- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;

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2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

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

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

RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier 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 tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

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- department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The prospective primary 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 the department or agency entering into this transaction.
 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 [1200](#).
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

INSTRUCTIONS FOR LOWER TIER PARTICIPANT 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 [1200](#).
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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). 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 the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 [1200](#).
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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, 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 or debarment.

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 participating in covered transactions 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.

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BUY AMERICA **(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, 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 for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST **(applies to subrecipients as well as States)**

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (*applies to all subrecipients as well as States*)

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

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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APPENDIX C – LAW ENFORCEMENT AGENCIES

APPENDIX B – MANDATORY DISCLOSURES

[2 CFR Part 200.113](#) and [Appendix XII](#)

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in [§ 200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

Appendix XII to Part 200-Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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APPENDIX C – LAW ENFORCEMENT AGENCIES

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

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APPENDIX C – LAW ENFORCEMENT AGENCIES

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

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APPENDIX C – LAW ENFORCEMENT AGENCIES

APPENDIX C – LAW ENFORCEMENT AGENCIES

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(Applies to subrecipients as well as States)

The State and each subrecipients will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create check points that specifically target motorcyclists. [Public Law 129 - 1510, SEC. 4007](#)

RACIAL PROFILING

All subrecipient law enforcement agencies shall comply with California law regarding profiling. [Penal Code section 13519.4, subdivision \(e\)](#), defines “racial profiling” as the “practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped.” Then, subdivision (f) of that section goes on to provide, “A law enforcement officer shall not engage in racial profiling.”

VEHICLE PURSUITS

The State actively encourages all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. ([23 U.S.C. 402\(j\)](#))

USE OF FUNDS

Traffic enforcement personnel and any equipment funded under this grant agreement shall be dedicated solely to grant supported enforcement tasks unless a criminal offense is committed in the officer's presence; a response to an officer in distress is initiated, and or a riot requires that all available enforcement personnel be committed in response.

Nothing in the grant agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

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Appendix D – General Terms & Conditions, State Certifications

APPENDIX D – GENERAL TERMS & CONDITIONS, STATE CERTIFICATIONS

(As referenced in the grant agreement)

Terms and conditions, when applicable, are incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods or services for which the OTS grant funding reimbursement is requested. It is understood and agreed by the subrecipient that grant funds received as a result of this grant agreement are subject to all applicable federal and state regulations, rules, guidelines, policies and laws and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual.

Federal certifications and assurances are included in ([APPENDIX A](#)) of this *Grants Management Manual*. The following laws apply to persons or entities doing business with the State of California.

1. Administrative Support and Statement of Intent

This program has full support of the authorizing agency, and every effort will be made to continue the activities after the grant conclusion. If required by local governance, the city council or the board of supervisors will endorse this grant through a resolution.

2. Air or Water Pollution Violation

Under the State laws, the subrecipient or contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

3. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties. (Reference: [DGS Standard Agreement "General Terms and Conditions,"](#)). Grant agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM. All appropriate documentation required to request a grant revision must be submitted timely to Grantor.

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Appendix D – General Terms & Conditions, State Certifications

4. **Americans With Disabilities Act.**

Subrecipient or contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. ([42 USC 12101 et seq.](#))

5. **Antitrust Claims**

The subrecipient by signing this grant agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the subrecipient shall comply with the requirements of the Government Code sections set out below.

a. The Government Code chapter on antitrust claims contains the following definitions:

(1) “Public purchase” means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to [subdivision \(c\) of Section 16750 of the Business and Professions Code](#).

(2) “Public purchasing body” means the state or the subdivision or agency making a public purchase. (Reference: [GC §4550](#))

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ([15 U.S.C. Chapter 1 Part 15](#) [Title 15 Commerce and Trade, Chapter 1, Monopolies and Combinations in Restraint of Trade, Section 15, Suits by Persons Injured]) or under the Cartwright Act (Chapter 2) commencing with [Section 16700](#) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Reference: [GC §4552](#))

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the

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Appendix D – General Terms & Conditions, State Certifications

expenses incurred in obtaining that portion of the recovery. (Reference: [GC§4553](#))

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Reference: [GC§4554](#))

6. **Approval**

This grant agreement is of no force or effect until signed by both parties and approved by the Office of Traffic Safety. Subrecipient or contractor may not commence performance until such approval has been obtained.

(Reference: California Department of General Services (DGS) Standard Agreement “[General Terms and Conditions](#).”)

7. **Assignment**

This grant agreement is not assignable by the subrecipient, either in whole or in part, without the consent of the Office of Traffic Safety in the form of a formal written amendment. (Reference: DGS Standard Agreement “[General Terms and Conditions](#)”.

8. **Audits and Access to Records**

Subrecipient agrees that the California Office of Traffic Safety, the National Highway Traffic Safety Administration, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement. (Reference: GC § [8546.7](#), Public Contract Code (PCC § [10115](#) et seq., California Code of Regulations (CCR Title 2, [§1131.2](#)).

9. **Availability of Funds**

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all grant requirements and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. OTS does not represent or guarantee the availability of federal

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Appendix D – General Terms & Conditions, State Certifications

highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, OTS reimburses the subrecipient for expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

OTS has the option to void the agreement under the thirty-day cancellation clause or to amend the contract to reflect any reduction in funds (Reference: [SCM, Vol. 1, 3.11.](#)) Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The specific funding source is identified on the grant budget.

10. Byrd Anti-Lobbying Amendment (31 USC 1352)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by [31 USC 1352](#). Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. Child Support Compliance Act

"For any grant agreement in excess of \$100,000, the subrecipient acknowledges in accordance with Public Contract Code ([PCC § 7110](#)), that:

- a. The subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with [section 5200](#)) of [Part 5 of Division 9](#) of the Family Code; and
- b. The subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California

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Appendix D – General Terms & Conditions, State Certifications

Employment Development Department.” (Reference: DGS Standard Agreement “[General Terms and Conditions](#),”)

12. Clean Air Act and the Federal Water Pollution Control Act

([33 USC 1251](#) et seq.), as amended. Grants of amounts in excess of \$100,000 shall contain a provision that requires the subrecipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act ([42 USC 7401 et seq.](#)) and the Federal Water Pollution Control Act as amended ([33 USC 1251](#) et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. Compensation

The consideration to be paid subrecipient, as provided herein, shall be in compensation for all of subrecipient’s expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. (Reference: DGS Standard Agreement “[General Terms and Conditions](#)”)

14. Competition

No subrecipient shall draft, or cause to be drafted, any invitation to bid or request for proposal, in connection with the awarding of a consulting services contract, in such a manner as to limit the bidding directly to any one bidder. At least three competitive bids or proposals shall be secured for each consulting services contract. (Reference: [PCC § 10340](#))

15. Conflict of Interest

Subrecipient or contractor needs to be aware of the following provisions regarding current or former state employees. If subrecipient or contractor has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees ([PCC 10410](#))

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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Appendix D – General Terms & Conditions, State Certifications

Former State Employees (PCC 10411)

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If subrecipient or contractor violates any provisions of above paragraphs, such action by subrecipient or contractor shall render this agreement void. (PCC 10420)

Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

16. Contracts

Subrecipients may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

- (1) Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this Agreement and in accordance with the OTS GPM.

The subrecipient consultant and/or contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the grant agreement and [2 CFR Part 200](#).

CA OTS is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor or subrecipient agency expenditures incurred prior to final contract execution are taken at the risk of that contractor/subrecipient agency and will be considered unallowable if that agreement/contract is not executed.

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Appendix D – General Terms & Conditions, State Certifications

(2) Nothing contained in this grant agreement shall create any contractual relation between the State and any contractors, and no contract shall relieve the subrecipient of its responsibilities and obligations hereunder. Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the subrecipient. The subrecipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

17. Contractor Certification Clauses:

The *Contractor Certification Clauses* contained in the Department General Services document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

18. Contractor (Independent)

Contractor, and the agents and employees of contractor, in the performance of this grant agreement, shall act in an independent capacity and not as officers or employees or agents of the state. (Reference: DGS Standard Agreement "[General Terms and Conditions](#)")

19. Convict/Forced Labor

No foreign-made equipment, materials, or supplies furnished pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Reference: [PCC § 6108](#))

20. Copyrights (41 CFR 105-71.134)

The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant or contract; and (b) Any rights of copyright to which a subrecipient or a contractor purchases ownership with grant support. (Reference: [41 CFR 105-71.134](#))

21. Corporate Qualifications to Do Business in California

When agreements are to be performed in the State by corporations, the authorizing agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

"Doing business" is defined in [Revenue and Taxation Code \(R&TC\) Section 23101](#) as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling or verifying on the website of the [Office of the Secretary of State](#).

22. Davis-Bacon Act, as amended (40 USC 3142)

When required by federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act ([40 USC 3142](#)) and as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

23. Disadvantaged Business Enterprise/Small Business Affirmative Steps

Subrecipients and contractors will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in [49 CFR Section 26.5](#), and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. Placing qualified DBEs and small businesses on solicitation lists.
- b. Assuring that DBEs and small businesses are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and DBEs.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and DBEs.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. (Reference: [2 CFR 200.321](#))

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24. Disclosure Requirements

- a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the contract numbers and the dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report when the total cost for such work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be set forth in a separate section of each such document or written report.
- b. When multiple documents or written reports are the subject or product of the contract, the total contract amount is deemed to represent the compensation for those multiple documents or written reports.
(Reference: [GC § 7550](#))

25. Disputes.

Contractor shall continue with the responsibilities under this grant agreement during any dispute. (Reference: DGS Standard Agreements "[General Terms and Conditions,](#)")

26. Document Retention and Access

The subrecipient certifies that it will comply with the retention and access requirements for records established by [2 CFR Subpart D - 200.334-200.338](#). The required records and documentation relating to the grant and/or sub-contract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 200.334. The OTS or their authorized representative shall have the right of access to any books, documents, papers, or other records of subrecipients or contractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

27. Domestic Partners

For agreements over \$100,000 executed or amended after January 1, 2007, the subrecipient certifies that it is in compliance with [Public Contract Code section 10295.3](#)

28. Drug-Free Workplace Requirements:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. ([Gov. Code §8350 et seq.](#))

29. Energy Efficiency

It is understood the grant applicant will purchase only energy efficient equipment, whenever possible and appropriate.

30. Equal Employment Opportunity

All grant agreements shall contain a provision requiring compliance with [E.O. 11246](#), and E.O. 11375 "Equal Employment Opportunity," as amended by [E.O. 11478](#), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at [41 CFR Part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

31. Equipment

Equipment acquired under this grant agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference [23 CFR 1200.31](#))

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32. Expatriate Corporations

Subrecipient or contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of [Public Contract Code Section 10286 and 10286.1](#), and is eligible to contract with the State of California.

33. Financial Management System

The subrecipient or contractor, will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of [2 CFR Part 200 Subpart D - 200.303](#).

34. Gender Identity:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with [Public Contract Code Section 10295.35](#).

35. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California. (Reference: DGS Standard Agreement "[General Terms and Conditions](#),")

36. Indemnification

Subrecipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by contractor in the performance of this agreement. (Reference: DGS Standard Agreement "[General Terms and Conditions](#),").

37. Intangible Property

- a. The subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under award. The California Office of Traffic Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
 - b. Subrecipients are subject to applicable 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."
 - c. The federal government has the right to:
-

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- (1) obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

d. Freedom of Information Act

- (1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the subrecipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub recipients. This fee is in addition to any fees the agency may assess under the FOIA ([5 USC 552\(a\)\(4\)\(A\)](#)).
- (2) The following definitions apply for purposes of paragraph (d) of this section:
 - (i) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - (A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - (B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

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- (ii) Published is defined as either when:
 - (A) Research findings are published in a peer-reviewed scientific or technical journal; or
 - (B) A federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
 - (iii) Used by the federal government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- e. Title to intangible property and debt instruments acquired under a grant or contract vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of [2 CFR Subpart D - 200.315](#).

38. Labor Code/Workers' Compensation

Subrecipient or contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and subrecipient or contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. ([Labor Code Section 3700](#))

39. Limited English Proficiency

The grant applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance.

40. Logos

The OTS logo will appear on all promotional materials where appropriate and practical. Contact the appropriate OTS Coordinator for copies.

41. Loss Leader

If this subrecipient agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code ([BPC 17130](#)). (Reference: [PCC § 10344\(e\)](#))

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42. Progress Schedule

Subrecipients entering into a contractual agreement for consultant services totaling five thousand dollars (\$5,000) or more shall include detailed criteria and a mandatory progress schedule. (Reference: [PCC § 10371\(c\)](#))

43. Progress Payments

Subrecipients may provide for progress payments to consultants/contractors for work performed or costs incurred in the performance of the contract. Not less than ten percent of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance. (Reference: [PCC § 10346](#))

44. National Labor Relations Board Certification

Subrecipient or contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against subrecipient or contractor within the immediately preceding two-year period because of subrecipient or contractor's failure to comply with an order of a federal court which orders subrecipient or contractor to comply with an order of the National Labor Relations Board. ([PCC 10296](#)) (Not applicable to public entities.)

45. Non-Discrimination Clause:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act ([Government Code Section 12990 \(a-f\) et seq.](#)), the regulations promulgated thereunder ([Cal. Code Regs., Title. 2, § 11000 et seq.](#)), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code ([Gov. Code §§ 11135-11139.5](#)), and the regulations or standards adopted by the awarding state agency to implement such article.

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Appendix D – General Terms & Conditions, State Certifications

Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. ([Cal. Code Regs., Title 2, §11105](#))

46. Non-Duplication of Grant Funding

The grant applicant has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

47. Non-Enforcement Supplanting Avoidance

Non-enforcement salaried and hourly personnel assigned to this grant are conducting a new traffic safety program not previously funded with city, county or State funding or were previously in a grant- funded position.

48. Priority Hiring Considerations

For agreements in excess of \$200,000, the subrecipient, in accordance with the [California Public Contracting Code § 10353](#), shall consider filling vacancies in positions funded by the agreement to qualified recipients of aid under WIC Chapter2 (commencing with [Section 11200](#)) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with [Section 11349](#)) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with [Section 11349](#)) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be applicable to any contracts for a grant as defined in [Section 10105](#). (Section 10105 defines a grant as ". . . the erection, construction, alteration, repair or improvement of any state structure, building, road, or other state improvement of any kind which will exceed a total cost calculated pursuant to subdivision (b).")

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This section and Article 3.9 (commencing with [Section 11349](#)) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

- a. Interfere with or create a violation of the terms of valid collective bargaining agreements.
- b. Require the subrecipient to hire an unqualified recipient of aid.
- c. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
- d. Interfere with, or create a violation of, the requirements of [Section 12990](#) of the Government Code. (Reference: [PCC § 10353](#))

49. Recycling Certification

The subrecipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the [Public Contract Code Section 12200](#), in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of [Public Contract Code Section 12209](#). With respect to printer or duplication cartridges that comply with the requirements of [Section 12156\(e\)](#), the certification required by this subdivision shall specify that the cartridges so comply ([Pub. Contract Code §12205](#)).

50. Resolution

Upon request, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the grant agreement.

51. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

52. Single Audit Act Certification

The OTS is the agency responsible for administering California's' federal highway safety funds on behalf of the Governor. Federal funds are provided for this grant by the United States Department of Transportation. The records and supportive documentation for all completed grants are subject to an on-site audit and OTS reserves the right to inspect and review during normal

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working hours the work product of any independent auditor in support of their audit.

The subrecipient certifies that it will comply with the Single Audit Act of 1984 ([31 U.S.C. Chapter 75 - 7501-7506](#) et seq.), as amended, which requires the following:

- a. State or local governments that receive \$750,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget ([2 CFR Subpart F - 200.501](#)).
- b. State or local governments that receive less than \$750,000 a year shall be exempt from compliance with the Act and other federal audit requirements.
- c. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in [Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations"](#).
- d. The State Controller's Office notifies OTS of those cities, counties, and special districts that have not submitted an audit report or have not indicated to SCO that they are exempt each fiscal year. Subrecipient agencies that are not in compliance will be notified and required to provide verification of compliance or be subject to sanctions including, reimbursement withholding or grant cancellation.

53. Solicitation

No employee of the applicant agency, the contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

54. Statement of Compliance

Subrecipient has, unless exempted, complied with the nondiscrimination program requirements ([GC 12990 \(a-f\)](#) and [CCR, Title 2, Section 11102 and 11103](#)). (Not applicable to public entities.)

55. Subrecipient/Contractor Name Change

An amendment is required to change the subrecipient or contractor's name as listed on this grant agreement. Upon receipt of legal documentation of the name change an amendment will be processed. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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56. Sweat Free Code of Conduct

All subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subrecipient further declares under penalty of perjury that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and [Public Contract Code Section 6108](#).

The subrecipient agrees to cooperate fully in providing reasonable access to the subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

57. Termination for Cause

The State may terminate this grant agreement and be relieved of any payments should the subrecipient fail to perform the requirements of this grant agreement at the time and in the manner herein provided. (Reference: DGS Standard Agreement "[General Terms and Conditions](#)")

58. Termination without Cause

Either party may terminate without cause upon thirty days written notice to the other party. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement (Reference: [State Contracting Manual, Chapter 9.12](#)).

59. Timeliness

Time is of the essence in this subrecipient agreement (Reference: DGS Standard Agreement "[General Terms and Conditions](#),").

60. Unenforceable Provision

In the event that any provision of this subrecipients agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be effected thereby. (Reference: DGS Standard Agreement "[General Terms and Conditions](#)")

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Institutions of Higher Education

The Department of General Services requirements for universities contained within the document, [UTC-220 University Terms and Conditions \(Effective 2/20\)](#), are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

1. **Subcontracts.** Subrecipient may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this grant agreement and in accordance with the OTS GPM.

The subrecipient, consultant or contractor are subject to all applicable terms and conditions and are bound the applicable certifications of the grant agreement and [2 CFR Subpart F Appendix II](#) and [2 CFR Subpart E 200.451](#) whichever is applicable.

OTS is not obligated to make any payment under any grant agreement prior to final execution or outside the terms of the contract period. Contractor expenditures incurred prior to final contract execution are taken at the risk of that contractor agency and will be considered unallowable if that agreement/contract is not executed.

2. **Indemnification.** The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this grant agreement but only the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

In accordance with [Government Code Section 895.4](#), the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

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Appendix E – Document Examples

APPENDIX E – DOCUMENT EXAMPLES

Personnel Activity Report (PAR)

State of California · Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
 OTS-26a

Agency: _____ Grant Number: _____ Grant Period: _____
 Employee Name: _____ Position Title: _____ OTS Hours: _____

Month/Year: _____

| | FUND | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | Total | |
|-------|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|--|
| OTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

 Employee Signature/Date

 Supervisor Signature/Date

Month/Year: _____

| | FUND | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | Total | |
|-------|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|--|
| OTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

 Employee Signature/Date

 Supervisor Signature/Date

Month/Year: _____

| | FUND | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | Total | |
|-------|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|--|
| OTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

 Employee Signature/Date

 Supervisor Signature/Date

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GRANT PROGRAM MANUAL

Appendix E – Document Examples

State of California · Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
OTS-26a

A PAR is an employee-maintained log which accounts for 100 percent of the employee's time. The form is used to identify effort spent on multiple programs/federal funds.

PAR's must meet the following standards:

- Reflect the employee's after-the-fact distribution of time by program/federal fund.
- Account for the total activity by program/federal fund for which each employee is compensated (whether grant related or not).
- Must be prepared at least monthly and coincide with one or more pay periods, and
- Must be signed by the employee and his/her supervisor monthly.

INSTRUCTIONS -

1. Enter the name of Agency, Grant Number, Grant Period, Employee Name, Position Title, and OTS Hours.
2. Enter the name of the Month/Year Reporting.
3. OTS Hours - Enter actual hours worked on the OTS grant by Fund.
4. Other - Enter the actual hours worked on other programs. Account for the total hours by program/federal fund. Each funding source should be on a separate line entry.
5. Employee and Supervisor are required to sign and date by month. Please ensure that every employee has a PAR signed for every month worked during the grant year.
6. Retain all PARs in agency grant file. Submit to OTS upon request.

Rev. 10/2023

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GRANT PROGRAM MANUAL

Appendix E – Document Examples

Employee Time Certification

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY

Employee Time Certification Form (Grantees/Subgrantees)

OTS-26

Grantees and subgrantees receiving 100 percent of funding from the Office of Traffic Safety (OTS) for personnel services must complete certifications stating that the employee(s) worked solely on that program for the period covered by the certification. The certification must be prepared at least semi-annually and must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee.

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: October 1To: March 31

EMPLOYEE SIGNATURE _____

Date

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____

**Do not sign prior to March 31st*_____
Date

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: April 1To: September 30

EMPLOYEE SIGNATURE _____

Date

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____

**Do not sign prior to September 30th*_____
Date

Rev. 10/23

EXHIBIT G
PROFESSIONAL FEE SCHEDULE

Services will be compensated according to the following fee schedule:

Services will be compensated according to the following fee schedule*:

1. \$5,000 – Events/Options

- a. \$1,000.00 each - Community events involving 5 or more agencies focused on services and information for low-income and immigrant communities. (prior approval).

Must include a brief presentation, pictures of events, and distribution of educational materials. May include distribution of helmets and other safety equipment.

and/or

- b. \$1,000.00 - Safetrac Street stories ** - 15 completed surveys.

and/or

- c. \$500.00 - additional workshops*

2. \$5,000.00 - Workshops* \$500.00 each

- a. Senior workshops x 6 Aggregate attendance 30
- b. Children workshops x 10 Aggregate 30

TOTAL: \$10,000.00

*May be virtual or in-person

**Street Stories (SafeTrec) must be in person. May have up to 45 days to complete the survey.

*Workshops may be large or small. Payment with a verified total of 30 participants overall.

**EXHIBIT H
INVOICE PROCEDURE**

1. Each Invoice must include the following information and attachments.
 - a. Narrative including date, purpose, location, attendance, impact, comments from staff and participants. Name and contact information of staff in attendance. Please include other significant information, such as attendance by elected officials, celebrities, "in honor of".
Narrative must be on agency letterhead.
 - b. Copy of original signatures.
 - c. Photographs of the event and participants. (Complete photo release for minors).
 - d. Number of helmets or other safety equipment distributed.
2. The Invoice must be signed by the project manager and agency executive.
3. OTS staff will notify the agency when an invoice is received.
4. OTS staff will review, approve and submit Invoice for payment.
5. Agency will be notified when Invoice is forwarded for payment

| | |
|--|---|
| <p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> | <p>9. SAM INFORMATION</p> <p>SAM #: KPR5WFX4RY33 REGISTERED ADDRESS: 444 S. Flower Street Floor 14 CITY: Los Angeles ZIP+4: 90071-2915</p> |
|--|---|

| 10. PROJECTED EXPENDITURES | | | | | | |
|--|------|--------------------|-------------|--|---------|------------------------|
| FUND | CFDA | ITEM/APPROPRIATION | F.Y. | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
| | | | | | | |
| | | | | AGREEMENT TOTAL | | \$168,000.00 |
| | | | | AMOUNT ENCUMBERED BY THIS DOCUMENT | | \$168,000.00 |
| <p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p> | | | | PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT | | \$ 0.00 |
| | | | | TOTAL AMOUNT ENCUMBERED TO DATE | | \$168,000.00 |
| OTS ACCOUNTING OFFICER'S SIGNATURE | | | DATE SIGNED | | | |

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The Child Passenger Safety Program grant seeks to educate and train Angeleno residents on best practice strategies for child safety seat use, installation, and verification. While our team aims to provide information broadly across diverse geographic areas and population types, we give particular attention to underserved communities, where information gaps often exist. Thus, our team spends considerable time in East Los Angeles, South Los Angeles, in the San Pedro/ Wilmington area, and in the San Fernando Valley.

According to the 2024 U.S. Census Bureau data, the City of Los Angeles has a population of over 3.8 million people, 16.5% of which live in poverty. About 19.5% of the population (756,347) are children under the age of 18 and about 5.2% of the population (201,692) are children under the age of 5. As of 2022, 22% of children under 18 were living below 100% of the Federal Poverty Line.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

This grant seeks to continue its work to eliminate child vehicle injury and deaths due to improper restraints. At both the State and City levels there has been a reduction in injuries and deaths due to car crashes over the last few years. For children under 8, we have seen the most promising decrease in the number of fatalities due to car crashes, though we cannot confirm whether the children involved in these car crashes were restrained properly. In 2022, the number of children killed by a car crash was 5 with 134 injuries. The number of deaths fell to 3 in 2023 and to 2 in 2024, with 182 and 138 injured, respectively.

We believe that these decreases are due, in part, to the increase in education and support from the Child Passenger Safety Program and that as we reach more communities and provide critical information on the correct and use and installation of car seats for children, the number of unnecessary child deaths due to car crashes will continue to stay low and the number of child injuries due to car crashes will further decrease.

Define the target population the grant intends to serve and how they are affected by the problem(s).

Our program targets low income communities, especially those with language barriers preventing a comprehensive understanding of proper car seat use and related laws. Workshops and events include discussions of the laws, fines, fees, penalties and dangers of swapping or purchasing used seats. Correct selection, installation and caution against "cute" additions to seats is also emphasized.

To reach parents best meeting our demographics, we target independent, free, and community prenatal clinics as well as public and private hospitals with the goal of reaching the parents before the first child safety seat is secured. We also outreach to Head Start sites to speak with parents and caregivers before the child is moved up in their seats. We also routinely offer classes at recreation centers, housing developments, and preschools. For those who have already purchased or are using seats, we offer one-on-one consultation on site to verify appropriate usage and installation.

We currently offer many of our workshops in Spanish. Additionally, we have secured information in other languages and can now offer in-person workshops or individual sessions in other languages as requested. When available, and with the assistance of our partners, we offer free seats to those in need and provide expert recommendations to those able to purchase their own seats.

We have built strong relationships with community partners around the City who continually ask our team to return and provide information and resources. Our focus population is often targeted by organizations that charge a fee for similar services, which can be confusing and place undue burden on these communities. We continue to work to strengthen our networks and reach more communities with each grant year.

Our workshops, events, and individual sessions are typically conducted in person, but after switching to virtual sessions during the COVID-19 pandemic our team continues to have the capability to conduct session virtually, as needed.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of vehicle occupants killed under age eight.
4. Reduce the number of vehicle occupants injured under age eight.
5. Increase child safety seat usage.

B. Objectives:

| | Target Number |
|---|----------------------|
| 1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release. | 1 |
| 2. Participate in National Child Passenger Safety Week and National Heatstroke Prevention Day. | 2 |
| 3. Conduct highly publicized child safety seat checkups at community locations such as shopping centers, car dealerships or preschools to educate and empower parents and caregivers to properly install and use an appropriate car seat for their child. Car seat checkers must: be NHTSA-certified Child Passenger Safety Technicians (CPST); check for car seat recalls, use a standardized form to collect child safety seat misuse data, record corrections made, record seats installed, and have access to car seat instructions and resource materials. | 2 |
| 4. Certify, recertify or renew staff as NHTSA Child Passenger Safety Technicians. | 2 |
| 5. Conduct child safety seat education classes with an effort to reach low-income residents, professionals transporting children, caregivers, and parents. | 40 |
| 6. Participate in traffic safety fairs and/or community events with an effort to reach individuals. | 15 |
| 7. Distribute OTS funded child safety seats at no-cost to families in need who receive child safety seat education. | 260 |
| 8. Purchase OTS funded child safety seats. | 260 |
| 9. Participate in quarterly meetings with countywide child passenger safety stakeholders to collaborate on events, share best practices, and leverage resources. | 4 |
| 10. Conduct NHTSA Child Passenger Safety Technician CEU courses. | 2 |
| 11. Conduct individual child safety seat checkup by appointment to promote correct usage, with an effort to reach parents or caregivers. Car seat checkers must be NHTSA-Certified Child Passenger Safety Technicians (CPST). | 3 |
| 12. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy. | 4 |

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 or more (including tax and shipping) must comply with Buy America.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to

meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum

- Develop plans to implement strategies outlined in objectives.
- Purchase grant funded items, supplies and materials
- Issue a news release and other social media notices after approval of OTS PIO

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant

coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.

- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum

- Submit social media outline and materials to OTS PIO. Highlight expected presence of key officials such as state and national elected officials.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum

- Prepare and submit grant claim invoices
- Prepare and submit Quarterly Performance Reports
- Include numbers, successes, challenges and review official LAPD traffic data for purpose of targeting future workshops and activities.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

State of California – Office of Traffic Safety
GRANT AGREEMENT
 Schedule B

GRANT NUMBER
OP26031

| FUND NUMBER | CATALOG NUMBER (CFDA) | FUND DESCRIPTION | TOTAL AMOUNT |
|-------------|-----------------------|---------------------|--------------|
| 405b OP-26 | 20.616 | Occupant Protection | \$168,000.00 |

| COST CATEGORY | FUND NUMBER | UNIT COST OR RATE | UNITS | TOTAL COST TO GRANT |
|---|-------------|-------------------|-------|---------------------|
| A. PERSONNEL COSTS | | | | |
| <u>Straight Time</u> Program Aide | 405b OP-26 | \$34.56 | 1,040 | \$35,942.00 |
| Senior Project Assistant | 405b OP-26 | \$49.50 | 936 | \$46,332.00 |
| Benefits - Senior Project Assistant and Program Aide @ 45.87% | 405b OP-26 | \$82,274.00 | 1 | \$37,739.00 |
| <u>Overtime</u> Educational Events Overtime | 405b OP-26 | \$5,295.78 | 1 | \$5,296.00 |
| Category Sub-Total | | | | \$125,309.00 |
| B. TRAVEL EXPENSES | | | | |
| In State Travel | 405b OP-26 | \$2,000.00 | 1 | \$2,000.00 |
| | | | | \$0.00 |
| Category Sub-Total | | | | \$2,000.00 |
| C. CONTRACTUAL SERVICES | | | | |
| | | | | \$0.00 |
| Category Sub-Total | | | | \$0.00 |
| D. EQUIPMENT | | | | |
| | | | | \$0.00 |
| Category Sub-Total | | | | \$0.00 |
| E. OTHER DIRECT COSTS | | | | |
| Child Safety Seats | 405b OP-26 | \$125.00 | 260 | \$32,500.00 |
| Storage | 405b OP-26 | \$4,500.00 | 1 | \$4,500.00 |
| Educational Materials | 405b OP-26 | \$9.00 | 1 | \$9.00 |
| CPS Technician/Instructor Fees | 405b OP-26 | \$150.00 | 1 | \$150.00 |
| Office Supplies | 405b OP-26 | \$350.00 | 1 | \$350.00 |
| Office Space | 405b OP-26 | \$3,181.60 | 1 | \$3,182.00 |
| Category Sub-Total | | | | \$40,691.00 |
| F. INDIRECT COSTS | | | | |
| | | | | \$0.00 |
| Category Sub-Total | | | | \$0.00 |

GRANT TOTAL

\$168,000.00

State of California – Office of Traffic Safety
GRANT AGREEMENT
 Schedule B-1

GRANT NUMBER
OP26031

BUDGET NARRATIVE

PERSONNEL COSTS

Program Aide - Responsible for conducting grant-funded child passenger safety workshops and special events. Helps store, inventory and distribute safety equipment, and provides administrative assistance, as needed. Car seat checkers must be NHTSA-Certified Child Passenger Safety Technicians (CPST). Claim should reflect actual costs up to the rate specified.

Senior Project Assistant - Responsible for overseeing and managing the reporting, outreach, scheduling, vendor relations and training of grant-funded staff. Claim should reflect actual costs up to the rate specified.

Benefits - Senior Project Assistant and Program Aide @ 45.87% - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Educational Events Overtime - Grant activities may be conducted by grant-funded staff during non-traditional hours. Personnel may be deployed to participate in fairs and community events conducted in the evenings and/or weekends to better meet the needs of the community, especially working adults and school age children. Claim should reflect actual costs up to the rate specified. The agency will not be claiming overtime benefits.

1 Staff x \$49.50 x 1.5 x 3.5 Hours/Month x 12 Months = \$3,118.50

1 Staff x \$34.56 x 1.5 x 3.5 Hours/Month x 12 Months = \$2,177.28

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

Child Safety Seats - Unit cost not to exceed \$125 per seat (including booster seats) including sales tax, shipping and handling. Seats to be distributed at no cost during CPS checkups, appointments, fitting stations and traffic safety presentations. Infant only seats are not an allowable expense.

Storage - Secure offsite storage for grant-funded safety equipment and bulk materials.

Educational Materials - Costs of purchasing, developing, or printing brochures, pamphlets, fliers, coloring books, posters, signs, banners, and training materials associated with grant activities. Items shall include a traffic safety message and if space is available, the OTS logo. Draft materials must be submitted to OTS for approval. Additional items may be purchased if approved by OTS.

CPS Technician/Instructor Fees - Certification, recertification or renewal fees for technicians who successfully complete the NHTSA Child Passenger Safety Technician Certification or Renewal course or biennial requirements to re-certify.

Office Supplies - Used for standard office supplies to support grant related activities, grant monitoring and reporting. Costs may include paper, toner, ink cartridges, CDs/DVDs, flash drives, and desk top supplies such as pens, pencils, binders, folders, flip charts, easels, and clips. Excludes office furnishings and fixtures such as but not limited to the following: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies and hardware, and fixed lighting/lamp. Additional items may be purchased if approved by OTS.

Office Space - Costs include rent and utilities associated with grant goals and objectives. Charges to the grant will be in accordance with the following formula or rate: 0.43 FTE x 12 months x \$616.59 = \$3,181.60. Reimbursement will be claimed on an actual cost basis and proportional to the grant-related use of the space.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] 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);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *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, subrecipients 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](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier 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 tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier 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 PARTICIPANT 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 [1200](#).
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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). 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 the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 [1200](#).
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
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, 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 or debarment.

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 participating in covered transactions 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.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, 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 for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

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

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PS26057

| | |
|---|--|
| 1. GRANT TITLE Pedestrian and Bicycle Safety Program | |
| 2. NAME OF AGENCY Los Angeles | 3. Grant Period From: 10/01/2025 To: 09/30/2026 |
| 4. AGENCY UNIT TO ADMINISTER GRANT Los Angeles Community Investment for Families | |
| 5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including underserved communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Safe System Approach, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users. | |
| 6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$226,500.00 Allocation is contingent upon availability of federal funds. | |
| 7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p> | |
| 8. Approval Signatures | |
| A. GRANT DIRECTOR NAME: Jacqueline Rodriguez TITLE: Chief, Program Operations Division EMAIL: jacqueline.rodriguez@lacity.org PHONE: (213) 564-7950 ADDRESS: 444 South Flower Street, 14th Floor Los Angeles, CA 90071 _____ (_____) (_____) | B. AUTHORIZING OFFICIAL NAME: Veronica McDonnell TITLE: Assistant General Manager EMAIL: veronica.mcdonnell@lacity.org PHONE: (213) 928-9060 ADDRESS: 444 South Flower Street, 14th Floor Los Angeles, CA 90071 _____ (_____) (_____) |
| C. FISCAL OFFICIAL NAME: Rosa Benavides TITLE: Chief Management Analyst EMAIL: rosa.benavides@lacity.org PHONE: (213) 440-2920 ADDRESS: 444 South Flower Street, 14th Floor Los Angeles, CA 90071 _____ (_____) (_____) | D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive Suite 300 Sacramento, CA 95758 _____ (_____) (_____) |

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|--|---|
| <p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> | <p>9. SAM INFORMATION</p> <p>SAM #: KPR5WFX4RY33 REGISTERED ADDRESS: 444 S. Flower Street Floor 14 CITY: Los Angeles ZIP+4: 90071-2915</p> |
|--|---|

| 10. PROJECTED EXPENDITURES | | | | | | |
|---|------|--------------------|-------------|--|---------|------------------------|
| FUND | CFDA | ITEM/APPROPRIATION | F.Y. | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
| | | | | | | |
| | | | | AGREEMENT TOTAL | | \$226,500.00 |
| | | | | AMOUNT ENCUMBERED BY THIS DOCUMENT | | \$226,500.00 |
| <i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i> | | | | PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT | | \$ 0.00 |
| | | | | TOTAL AMOUNT ENCUMBERED TO DATE | | \$226,500.00 |
| OTS ACCOUNTING OFFICER'S SIGNATURE | | | DATE SIGNED | | | |

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The Pedestrian and Bicycle Safety Program grant seeks to educate and train non-motorized road users (such as pedestrians and cyclists) on best practice safety strategies for sharing the streets. While our team aims to provide information broadly across diverse geographic areas and population types, we give particular attention to underserved communities, older adults, and school-aged children for whom this information has particular relevance. Thus, our team often partners with schools and community-based organizations who primarily serve older adults or underserved communities.

According to the 2024 U.S. Census Bureau data, the City of Los Angeles has a population of over 3.8 million people, 16.5% of which live in poverty. About 19.5% of the population (756,347) are children under the age of 18 and 13.8% of the population (535,261) are adults above the age of 65. As of 2023, 21% of children under 18 and 17% of adults over 65 years of age were living in poverty.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

OTS crash ranking data confirms that there continue to be many injuries and fatalities from crashes involving pedestrians and cyclists. Children and older adults are more likely to be non-motorized road users because they are less likely to be able to drive on their own. Thus, they become more vulnerable as victims of these crashes.

While pedestrian and bicycle injuries and deaths due to crashes remain too high, trends are moving in a positive direction overall and, in particular, for our focus populations due in part to the ongoing commitment of our team to raise awareness, educate key audiences, and distribute invaluable safety equipment. From 2020 to 2022 there was a 42% decrease in the total number of pedestrian injuries and deaths due to crashes (from 2616 to 1524). We see similar decreases for children under 15 (33%) and adults above 65 (48%). The improved safety for cyclists between 2020 and 2022 is even more remarkable. Across the board we see a 65% reduction in cyclists killed and injured from crashes and a 63% decrease for children cyclists under 15 years of age.

Define the target population the grant intends to serve and how they are affected by the problem(s).

Our target populations continue to be young people, especially school-age children, and older adults living in underserved neighborhoods across LA City. To reduce the vulnerability of these individuals as they move about their communities, we provide a host of informative workshops and events and distribute critical safety equipment. For example, we offer workshops on laws governing the use of bicycles, scooters, skateboards, and skates on streets and sidewalks and provide helmets, bike lights, reflector bands, and stickers to ensure users are equipped to use the roads safely. Working in partnership with LAPD, we escort children from the bus to school, and do safe walking tours with children and older adults across streets and around their neighborhoods. For the older adult population, we focus on walking their neighborhoods to observe obstacles in their pathway such as broken sidewalks and homeless encampments, raise awareness around signal light duration or need, and offer reflective armbands for walking after dusk.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.

| | |
|--|----------------------|
| 9. Reduce the number of bicyclists killed in traffic crashes. | |
| 10. Reduce the number of bicyclists injured in traffic crashes. | |
| 11. Reduce the number of bicyclists under age 15 killed in traffic crashes. | |
| 12. Reduce the number of bicyclists under age 15 injured in traffic crashes. | |
| 13. Increase bicycle helmet usage. | |
| B. Objectives: | Target Number |
| 1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release. | |
| 2. Participate in traffic safety fairs and/or community events with an effort to reach individuals. | 14 |
| 3. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month. | 4 |
| 4. Conduct pedestrian and/or bicycle safety presentations. | 30 |
| 5. Distribute pedestrian/bicycle safety items to increase safety and visibility at no cost to youth or community members in need, who received traffic safety education during bicycle rodeos, presentations, workshops, trainings, and community events. Report quarterly the dates and locations where pedestrian/bicycle safety items were distributed. | 1 |
| 6. Conduct Walking School Buses at schools with an effort to reach students. | 4 |
| 7. Participate in Open Streets events with an effort to reach individuals. Open Streets are events that temporarily open streets to people by closing them to cars, are free of cost, and open to people of all ages and abilities. | 8 |
| 8. Conduct pedestrian Walking Field Trips with an effort to reach adults. | 4 |
| 9. Conduct community outreach events with an effort to reach adults. | 6 |
| 10. Conduct bicycle helmet usage surveys pre and post-grant activities. Bicycle helmet usage surveys should occur at the start and end of the grant. A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Pre and post surveys should be conducted at the same location. Upload completed survey to GEMS. | 2 |
| 11. Distribute and properly fit OTS funded bicycle helmets at no cost to community members in need who receive bicycle helmet safety education. | 970 |
| 12. Purchase bicycle helmets. | 970 |
| 13. Conduct community bicycle rides providing bicycle safety education to promote safe bicycling in the community with an effort to reach bicyclists. | 1 |
| 14. Participate in quarterly meetings with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources. | 4 |
| 15. Conduct pedestrian Walking Field Trips or on-foot safety training with an effort to reach youth. | 4 |
| 16. Conduct community engaged bicycle and/or walk audits at locations identified to have a high incidence of pedestrian and/or bicycle fatal or serious injury traffic crashes or "near misses". | 6 |
| 17. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy. | 4 |
| 18. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA. | 1 |
| 19. Conduct Bicycle Safety and Maintenance Workshops to teach community members how to repair and maintain their bicycles and provide them with traffic safety rules and best practices to promote safe travel. | 2 |

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 or more (including tax and shipping) must comply with Buy America.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum

- Develop operational plan to implement strategies outlined in objectives
- Purchase grant supplies and materials
- Purchase helmets and safety items

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints,

etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum

- Submit press release and other notices to PIO for approval

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum

- Prepare and submit claim notices
- Prepare and submit Quarterly Performance Reports
- Include progress toward goals and objects, activities, obstacles, review local traffic data for targeting workshops and other activities including collaboration with affected entities such as LAPD, City Planning and Council offices for any needed repairs, etc.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

State of California – Office of Traffic Safety
GRANT AGREEMENT
 Schedule B

GRANT NUMBER
PS26057

| FUND NUMBER | CATALOG NUMBER (CFDA) | FUND DESCRIPTION | TOTAL AMOUNT |
|-------------|-----------------------|------------------------------------|--------------|
| 405g PS-26 | 20.616 | Nonmotorized Safety Grants | \$205,642.00 |
| 402PS-26 | 20.600 | State and Community Highway Safety | \$20,858.00 |

| COST CATEGORY | FUND NUMBER | UNIT COST OR RATE | UNITS | TOTAL COST TO GRANT |
|--|-------------|-------------------|-------|---------------------|
| A. PERSONNEL COSTS | | | | |
| <u>Straight Time</u> | | | | |
| Senior Project Assistant (SPA) | 405g PS-26 | \$49.50 | 1,144 | \$56,628.00 |
| Program Aide (PA) | 405g PS-26 | \$34.56 | 1,040 | \$35,942.00 |
| Grant Director (GD) | 405g PS-26 | \$70.71 | 91 | \$6,435.00 |
| Principal Accountant II (PA II) | 405g PS-26 | \$70.25 | 88 | \$6,182.00 |
| Benefits - SPA, PA, GD, PA II @ 45.87% | 405g PS-26 | \$105,187.00 | 1 | \$48,249.00 |
| Student Professional Worker | 405g PS-26 | \$21.70 | 240 | \$5,208.00 |
| <u>Overtime</u> | | | | |
| Educational Events Overtime | 405g PS-26 | \$24,209.28 | 1 | \$24,209.00 |
| Category Sub-Total | | | | \$182,853.00 |
| B. TRAVEL EXPENSES | | | | |
| In State Travel | 405g PS-26 | \$2,000.00 | 1 | \$2,000.00 |
| | | | | \$0.00 |
| Category Sub-Total | | | | \$2,000.00 |
| C. CONTRACTUAL SERVICES | | | | |
| Ped/Bike Safety Education Consultant | 405g PS-26 | \$10,000.00 | 1 | \$10,000.00 |
| Category Sub-Total | | | | \$10,000.00 |
| D. EQUIPMENT | | | | |
| | | | | \$0.00 |
| Category Sub-Total | | | | \$0.00 |
| E. OTHER DIRECT COSTS | | | | |
| Bicycle Helmets | 402PS-26 | \$20.00 | 970 | \$19,400.00 |
| Pedestrian/Bicycle Safety Items | 402PS-26 | \$1,458.00 | 1 | \$1,458.00 |
| Storage | 405g PS-26 | \$4,500.00 | 1 | \$4,500.00 |
| Educational Materials | 405g PS-26 | \$1,212.00 | 1 | \$1,212.00 |
| Printing/Duplication | 405g PS-26 | \$859.00 | 1 | \$859.00 |

| | | | | |
|--------------------------|------------|------------|---|---------------------|
| Office Space | 405g PS-26 | \$4,218.00 | 1 | \$4,218.00 |
| Category Sub-Total | | | | \$31,647.00 |
| F. INDIRECT COSTS | | | | |
| | | | | \$0.00 |
| Category Sub-Total | | | | \$0.00 |
| GRANT TOTAL | | | | \$226,500.00 |

GRANT AGREEMENT

Schedule B-1

BUDGET NARRATIVE**PERSONNEL COSTS**

Senior Project Assistant (SPA) - Responsible for overseeing and managing the reporting, outreach, scheduling, vendor relations and training of grant-funded staff. Claim should reflect actual costs up to the rate specified.

Program Aide (PA) - Responsible for conducting grant-funded pedestrian and bicycle safety classes, workshops and special events. Helps store, inventory and distribute safety equipment. Assists contract agencies, and provides administrative assistance, as needed. Claim should reflect actual costs up to the rate specified.

Grant Director (GD) - Responsible for the day-to-day implementation of the grant. Ensures program deliverables are met, supervises program staff, completes required reporting, reviews and approves developed materials, and coordinates directly with OTS Program Coordinator and PIO. Claim should reflect actual costs up to the rate specified.

Principal Accountant II (PA II) - Responsible for review and approval of accounting transactions relating to grant-funded disbursements and collecting financial data to generate reports for drawdown submission. Claim should reflect actual costs up to the rate specified.

Benefits - SPA, PA, GD, PA II @ 45.87% - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Student Professional Worker - Responsible for assisting at grant-funded workshops and providing clerical assistance and service to staff and contracting agencies. Secures and distributes inventory and performs other functions, as needed. Claim should reflect actual costs up to the rate specified. The agency will not be claiming benefits for this position.

Educational Events Overtime - Grant activities may be conducted by grant-funded staff during non-traditional hours. Personnel may be deployed to participate in fairs and community events conducted in the evenings and/or weekends to better meet the needs of the community, especially working adults and school age children. Responsible for assisting at grant-funded workshops and providing clerical assistance and service to staff and contracting agencies. Secures and distributes inventory and performs other functions, as needed. Claim should reflect actual costs up to the rate specified. The agency will not be claiming overtime benefits.

1 Staff x \$49.50 x 1.5 x 16.0 Hours/Month x 12 Months = \$14,256.00

1 Staff x \$34.56 x 1.5 x 16.0 Hours/Month x 12 Months = \$9,953.28

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

Ped/Bike Safety Education Consultant - Los Angeles Community Investment for Families will seek contractor(s) to assist with fulfilling the goals and objectives of this grant. Work rendered for the pedestrian and bicycle safety education program will include the following expenses: fees to provide grant-funded educational workshops, events and experiences to children and adults, especially senior citizens. Specific requirements and amounts will be determined based on prior performance. Contracts may also be extended to production companies for specialized videos to support and enhance grant activities, including bicycle and pedestrian programs.

Prior to finalizing the subcontract, grantee will work with the OTS to ensure the subcontract budget and all costs are allowable. Upon execution of subcontract, grantee will provide a copy of the subcontract to the OTS and will request a grant budget revision to include the associated costs of the subcontract in the grant budget as a prerequisite for claiming these costs.

| |
|---|
| EQUIPMENT - |
| OTHER DIRECT COSTS Bicycle Helmets - Helmets to be distributed at no cost during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed a Unit Cost of \$20, including shipping, handling, and tax. More expensive helmets may be purchased if approved by OTS. |
| Pedestrian/Bicycle Safety Items - Cost may include bicycle headlights/taillights, reflectors, and reflective items such as arm and leg bands, tape, or zipper pulls; to be distributed at no cost during bicycle rodeos, on-foot pedestrian trainings, presentations, workshops, community events and other pedestrian or bicycle traffic safety related events to increase safety and visibility. Additional items may be purchased if approved by OTS. |
| Storage - Secure offsite storage for grant-funded safety equipment and bulk materials. |
| Educational Materials - Costs of purchasing, developing, or printing brochures, pamphlets, fliers, coloring books, posters, signs, banners, and training materials associated with grant activities. Items shall include a traffic safety message and if space is available, the OTS logo. Draft materials must be submitted to OTS for approval. Additional items may be purchased if approved by OTS. |
| Printing/Duplication - Costs include the purchase of paper, production, printing and/or duplication of materials associated with daily grant operations. |
| Office Space - Costs include rent and utilities associated with grant goals and objectives. Charges to the grant will be in accordance with the following formula or rate: $0.57 \times 12 \text{ months} \times \$616.59 = \$4,217.48$. Reimbursement will be claimed on an actual cost basis and proportional to the grant-related use of the space. |
| INDIRECT COSTS - |
| STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements. Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency. Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant. |

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] 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);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *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, subrecipients 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](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier 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 tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier 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 PARTICIPANT 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 [1200](#).
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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). 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 the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 [1200](#).
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
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, 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 or debarment.

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 participating in covered transactions 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.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, 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 for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

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

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.