

**1. GRANT TITLE**

**AVOID DUI CAMPAIGN**

**2. NAME OF AGENCY  
CITY OF STOCKTON**

**3. AGENCY UNIT TO ADMINISTER GRANT  
STOCKTON POLICE DEPARTMENT**

**4. GRANT PERIOD**

From: 10/1/15  
To: 9/30/16

**5. GRANT DESCRIPTION**

To reduce alcohol-involved fatalities and injuries and raise general public awareness regarding the problems associated with drinking and driving. Increased DUI enforcement and intensive media campaigns will be conducted on a county-wide basis. Participating law enforcement agencies throughout the county, including the Alcohol Beverage Control and the California Highway Patrol, will conduct DUI enforcement activities during the NHTSA summer and winter holiday mobilizations, Memorial Day and July 4th Weekends, as well as special events with identified DUI problems. Activities include DUI checkpoints, DUI saturation patrols, warrant sweeps and court sting operations for repeat DUI offenders.

**6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 345,000.00**

**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:

- Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A –Certifications and Assurances
- Exhibit B\* - OTS Grant Program Manual

\*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](http://www.ots.ca.gov).

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.

**8. APPROVAL SIGNATURES**

**A. GRANT DIRECTOR**

NAME: **James Chraska** PHONE: 209-937-8519  
TITLE: Lieutenant FAX: 209-937-8896

ADDRESS: 22 E. Market St.  
Stockton, CA 95202

E-MAIL: [james.chraska@stocktongov.com](mailto:james.chraska@stocktongov.com)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**B. AUTHORIZING OFFICIAL OF AGENCY**

NAME: **Kurt O. Wilson** PHONE: 209-937-8457  
TITLE: City Manager FAX: 209-937-7149

ADDRESS: 425 N. El Dorado St.  
Stockton, CA 95202

E-MAIL: [city.manager@stocktongov.com](mailto:city.manager@stocktongov.com)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**C. FISCAL OR ACCOUNTING OFFICIAL**

NAME: **Erin Mettler** PHONE: 209-937-8533  
TITLE: Fiscal Coordinator FAX: 209-937-8896

ADDRESS: 22 E. Market St.  
Stockton, CA 95202

E-MAIL: [erin.mettler@stocktongov.com](mailto:erin.mettler@stocktongov.com)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS**

NAME: **Stockton Police Department**

ADDRESS: Fiscal Unit  
22 E. Market St.  
Stockton, CA 95202

**9. DUNS NUMBER**

DUNS #: **608173761**

REGISTERED ADDRESS & ZIP: **22 E Market  
Stockton, CA 95202-2802**

**1. PROBLEM STATEMENT**

An annual review of fatal driving under the influence (DUI) collisions reveals that DUI incidents are typically at their highest during the winter holiday period (Christmas and New Years), the end of summer vacation/Labor Day period, and also Memorial Day and Independence Day weekends. Other times with high incident of DUI crimes and collisions include Halloween, Super Bowl Sunday, St. Patrick's Day, Cinco de Mayo and local festivals/events with identified DUI problems. Significant progress has been made in reducing the frequency of fatal DUI collisions when law enforcement agencies coordinate awareness campaigns and enforcement efforts with local, regional and national efforts. Nationwide, traffic deaths have declined dramatically; however, DUI deaths have not dropped at the same rate, which indicates the need to continue to coordinate efforts between law enforcement, community-based-organizations, and media outreach.

**2. PERFORMANCE MEASURES****A. Goals:**

- 1) To reduce the number of persons killed in traffic collisions.
- 2) To reduce the number of persons injured in traffic collisions.
- 3) To reduce the number of persons killed in alcohol-involved collisions.
- 4) To reduce the number of persons injured in alcohol-involved collisions.
- 5) To reduce the number of persons killed in drug-involved collisions.
- 6) To reduce the number of persons injured in drug-involved collisions.
- 7) To reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 8) To reduce the number of persons injured in alcohol/drug combo-involved collisions.

**B. Objectives:**

- 1) To conduct the first Avoid Coalition meeting comprised of members representing local, county and state law enforcement by October 31. Roster of attendees and tentative operation plans should be included in the first QPR.
- 2) To conduct the following enforcement operations during Halloween.
  - 4 DUI Saturation Patrols

- 3) To conduct the following enforcement operations and public awareness efforts during the NHTSA Winter Mobilization.
  - 3 DUI/Driver's License Checkpoints
  - 8 DUI Saturation Patrols
  - 1 Court Sting Operations
  - 3 Warrant Service Operations
  - 1 Media Event
- 4) To conduct the following enforcement operations during Super Bowl Sunday.
  - 4 DUI Saturation Patrols
- 5) To conduct the following enforcement operations during St. Patrick's Day.
  - 4 DUI Saturation Patrols
- 6) To conduct the following enforcement operations during Cinco de Mayo.
  - 4 DUI Saturation Patrols
- 7) To conduct the following enforcement operations during the Memorial Day Holiday.
  - 1 DUI/Driver's License Checkpoints
  - 4 DUI Saturation Patrols
- 8) To conduct the following enforcement operations during the Independence Day Holiday.
  - 1 DUI/Driver's License Checkpoints
  - 4 DUI Saturation Patrols
- 9) To conduct the following enforcement operations and public awareness efforts during the NHTSA Summer Mobilization.
  - 3 DUI/Driver's License Checkpoints
  - 8 DUI Saturation Patrols
  - 1 Court Sting Operations
  - 3 Warrant Service Operations
  - 1 Media Event
- 10) To conduct the following enforcement operations during county fairs, festivals, and other community events with identified DUI problems.
  - 6 DUI Saturation Patrols
- 11) To conduct Avoid public information campaigns during each NHTSA Winter Mobilization, NHTSA Summer Mobilization, Memorial Day, Independence Day, Halloween, Super Bowl Sunday, St. Patrick's Day, Cinco de Mayo, county fairs, festivals and other community events with identified DUI problems.

- 12) To collect and report county DUI enforcement data for the NHSTA Winter and Summer Mobilizations within 30 days after each mobilization.
- 13) To assist in coordinating at least one NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 14) To lead the county's Avoid Coalition by: organizing all planning/scheduling meetings and MADD/Avoid DUI Seminars; collecting the county's schedule of operations that occur during any Avoid campaign; and reporting the county's DUI arrests & DUI fatality information during any Avoid campaign.

***NOTE:** Nothing in this "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.*

***NOTE:** To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.*

### **3. METHOD OF PROCEDURE**

#### **A. Phase 1 - Program Preparation, Training and Implementation (1<sup>st</sup> Quarter of Grant Year)**

- Develop a Memorandum of Understanding (MOU) with each participating agency that details enforcement activities to be conducted and personnel, number of hours required, and rate of compensation for each position.
- Checkpoint supervisor(s) should attend "DUI Checkpoints – Planning and Management" eight-hour, POST-certified training by December 31 (this is waived if the supervisor has already attended the training). Officers are encouraged to attend this training as well.
- Form an "Avoid Coalition" comprised of representatives of all agencies participating in the program to coordinate and develop DUI operational plans, schedules and media efforts by October 31.
- Conduct the first Avoid Coalition meeting comprised of members representing local, county and state law enforcement by October 31. The Coalition should approve all public information concepts and materials, and create all enforcement operational plans.
- Develop an Enforcement Operational Plan for each phase of the campaign by:
  - October 31st for the Fall and Winter DUI Enforcement Schedules.

- March 1st for the Spring and July Enforcement Schedules.
- July 1st for the Summer Enforcement Schedules.
- Gain commitment from law enforcement executives in the county on the campaigns and encourage them to emphasize DUI enforcement during all phases with officers on regular patrols and by allocating overtime hours to extra units, participating in forming special teams, conducting DUI checkpoints and contributing to all public information elements of the campaigns.
- Maintain judicial support of the program by communicating program goals and activities to the court.
- Collaborate with Alcoholic Beverage Control, District Attorney's Offices, and community based organizations to gain program support.
- Encourage that sworn police department personnel conducting DUI enforcement with grant funding have received NHTSA-Certified Standardized Field Sobriety Testing (SFST) training.
- Prepare complete press information for allied agencies and broadcast reporters during each campaign period including a main press release, campaign calendar, departmental plans and fact sheet. The material will emphasize the campaign's serious, aggressive enforcement and the high cost of DUI in terms of money, criminal consequences and human misery. The information for each campaign period should be completed by December 1; May 15; June 15 and August 1.
- Partner, where applicable, with other County Avoid programs and OTS for regional Avoid media efforts to maximize the overall goal of the Avoid Grants – Enforcement and Public Awareness.

### **Media Requirements**

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

### **B. Phase 2 - Program Operations (Throughout Grant Year)**

- Schedule and conduct enforcement and public information campaigns for each campaign period according to the Operational Plan.

### **Media Requirements**

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator.

- a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
  - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
  - c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
  - Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
  - Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
  - Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

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

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.

- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

#### **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 support of the City of Stockton and County of San Joaquin. Every effort will be made to continue the activities after the grant conclusion.

**SCHEDULE B-1**  
**GRANT NO. AL1642**

**BUDGET NARRATIVE**

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**PERSONNEL COSTS**

**Overtime**

Budgeted grant activities will be conducted by agency personnel on an overtime basis.

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Reserve Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

The primary personnel duties for the AVOID host agency will be for staffing the following operations: DUI/DL Checkpoints, DUI Saturation Patrols, Warrant Service Operations and Court Stings.

Grant management duties will include planning and coordinating multi-agency activities, collection of statistical data for OTS reporting, assisting in claims preparation along with oversight of the grant activities and quarterly reporting.

Public Information Officer (PIO) duties include conducting media events, preparing and disseminating press releases, arrest and collision data collection and other duties related to the media objectives.

Personnel will be deployed as needed to accomplish the grant goals and objectives. Costs are estimated based on an overtime hourly rate range (excluding benefits). Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified and benefits.

Costs of the operation may include overtime benefits for unemployment insurance, social security/FICA/OASDI, workers compensation, Medicare and state disability/SDI not to exceed 25% of actual overtime reimbursement. Overtime reimbursement will reflect actual cost of the personnel conducting the appropriate operation.

Costs are estimated based on an overtime hourly rate range of \$ 40.00 /hour to \$ 90.00 /hour.

**Overtime Benefit Rates**

Unemployment Insurance	0.19%
Workers Compensation	13.10%
Medicare	1.45%
<b>TOTAL BENEFIT RATE</b>	<b>14.74%</b>



**SCHEDULE B-1**  
**GRANT NO. AL1642**

**BUDGET NARRATIVE**

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**TRAVEL EXPENSE**

**In State**

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. Anticipated travel may include Lifesavers. *All conferences, seminars or training not specifically identified in the Schedule B-1 (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**

**Allied Agency Operations** - Memorandums of Understanding (MOU) or contracts will be developed with each participating allied agency that details overtime costs to be reimbursed. Allied agency personnel may participate in the following operations: DUI/DL Checkpoints, DUI Saturation Patrols, Multi-Agency DUI Task Force Operations, Warrant Service Operations and Court Stings.

**EQUIPMENT**

None

**OTHER DIRECT COSTS**

None

**INDIRECT COSTS**

None

**PROGRAM INCOME**

There will be no program income generated from this grant.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	MINIMUM PENALTIES FOR REPEAT OFFENDERS FOR DRIVING WHILE INTOXICATED	\$ 345,000.00

COST CATEGORY	FISCAL YEAR ESTIMATES 10/1/15 thru 9/30/16			TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>	CFDA	FY-1		
Positions and Salaries				
<b>Overtime</b>				
DUI Checkpoint Operations	20.608	\$ 16,000.00		\$ 16,000.00
DUI Saturation Patrols	20.608	\$ 72,200.00		\$ 72,200.00
Warrant Service Operations	20.608	\$ 7,600.00		\$ 7,600.00
Court Sting Operations	20.608	\$ 6,000.00		\$ 6,000.00
Grant Management	20.608	\$ 14,400.00		\$ 14,400.00
Public Information Officer (PIO)	20.608	\$ 6,300.00		\$ 6,300.00
Benefit Rate @ 14.74%	20.608	\$ 18,057.00		\$ 18,057.00
Category Sub-Total		\$ 140,557.00		\$ 140,557.00
<b>B. TRAVEL EXPENSE</b>				
In-State	20.608	\$ 2,000.00		\$ 2,000.00
Category Sub-Total		\$ 2,000.00		\$ 2,000.00
<b>C. CONTRACTUAL SERVICES</b>				
Allied Agency Operations	20.608	\$ 202,443.00		\$ 202,443.00
Category Sub-Total		\$ 202,443.00		\$ 202,443.00
<b>D. EQUIPMENT</b>				
None				
Category Sub-Total		\$ -		\$ -
<b>E. OTHER DIRECT COSTS</b>				
None				
Category Sub-Total		\$ -		\$ -
<b>F. INDIRECT COSTS</b>				
None				
Category Sub-Total		\$ -		\$ -
<b>GRANT TOTAL</b>		<b>\$ 345,000.00</b>		<b>\$ 345,000.00</b>

**PERSONNEL COSTS****Overtime**

Budgeted grant activities will be conducted by agency personnel on an overtime basis.

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

The primary personnel duties for the AVOID allied agencies will be for staffing the following operations: DUI/DL Checkpoints, DUI Saturation Patrols, Warrant Service Operations and Court Stings.

Personnel will be deployed as needed to accomplish the grant goals and objectives. Costs are estimated based on an overtime hourly rate range (excluding benefits). Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified and benefits.

Costs of the operation may include overtime benefits for unemployment insurance, social security/FICA/OASDI, workers compensation, Medicare and state disability/SDI not to exceed 25% of actual overtime reimbursement. Overtime reimbursement will reflect actual cost of the personnel conducting the appropriate operation.

Costs are estimated based on an overtime hourly rate range of \$ 40.00 /hour to \$ 90.00 /hour.

**Overtime Benefit Rates**

Unemployment Insurance	0.19%
Workers Compensation	13.10%
Medicare	1.45%
<b>TOTAL BENEFIT RATE</b>	<b>14.74%</b>

**TRAVEL EXPENSE**

None

**CONTRACTUAL SERVICES**

None

**EQUIPMENT**

None

**OTHER DIRECT COSTS**

None

**INDIRECT COSTS**

None

**PROGRAM INCOME**

There will be no program income generated from this grant.

## SUB BUDGET: Allied Agency Operations

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	MINIMUM PENALTIES FOR REPEAT OFFENDERS FOR DRIVING WHILE INTOXICATED	\$ 202,443.00

COST CATEGORY	FISCAL YEAR ESTIMATES 10/1/15 thru 9/30/16			TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>	CFDA	FY-1		
Positions and Salaries				
<b>Overtime</b>				
DUI Checkpoint Operations	20.608	\$ 47,986.00		\$ 47,986.00
DUI Saturation Patrols	20.608	\$ 101,250.00		\$ 101,250.00
Warrant Service Operations	20.608	\$ 15,200.00		\$ 15,200.00
Court Sting Operations	20.608	\$ 12,000.00		\$ 12,000.00
Benefit Rate @ 14.74%	20.608	\$ 26,007.00		\$ 26,007.00
Category Sub-Total		\$ 202,443.00		\$ 202,443.00
<b>B. TRAVEL EXPENSE</b>				
None				
Category Sub-Total		\$ -		\$ -
<b>C. CONTRACTUAL SERVICES</b>				
None				
Category Sub-Total		\$ -		\$ -
<b>D. EQUIPMENT</b>				
None				
Category Sub-Total		\$ -		\$ -
<b>E. OTHER DIRECT COSTS</b>				
None				
Category Sub-Total		\$ -		\$ -
<b>F. INDIRECT COSTS</b>				
None				
Category Sub-Total		\$ -		\$ -
<b>GRANT TOTAL</b>				
		\$ 202,443.00		\$ 202,443.00

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

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:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

#### **NONDISCRIMINATION**

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (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) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (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 Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**BUY AMERICA ACT**

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**POLITICAL ACTIVITY (HATCH ACT)**

The Grantee Agency 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**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

## Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official 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 Grantee Agency Official 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.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement 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 Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "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.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the



eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

(1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

#### **Instructions for Lower Tier Certification**

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement 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 grant agreement that it will include the clause titled “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. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

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

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.