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RESOLUTION NO. 48-2002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, DESIGNATING A RESPONSIBLE OFFICER AND A FISCAL OFFICER TO SERVE THE CITY OF MESQUITE BY ENTERING INTO A CONTRACT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Mesquite is endeavoring to institute a Speed Selective Traffic Enforcement Program within the Police Department; and

WHEREAS, the City of Mesquite is requesting funding for such program from the Texas Department of Transportation in the amount of \$41,200 to be supplemented by City funds in the approximate amount of \$7,660; and

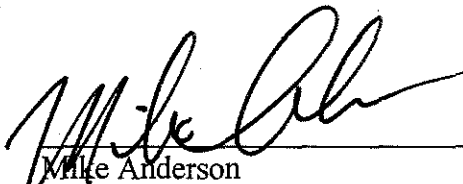
WHEREAS, the City of Mesquite supports the concept of the Speed Selective Traffic Enforcement Program and intends to fund continued increased enforcement if the project is both effective and financially feasible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That Ted Barron, City Manager, is hereby designated Responsible Officer and Don Simons, Director of Finance, is hereby designated Fiscal Officer for the purpose of requesting, receiving and dispensing funds through the Texas Department of Transportation for this purpose.


SECTION 2. That this resolution shall take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of September, 2002.



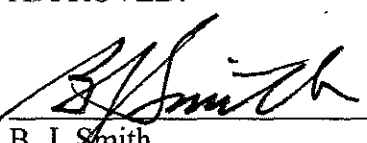
Mike Anderson
Mayor

ATTEST:



Ellen Williams
City Secretary

APPROVED:



B. J. Smith
City Attorney

Federal Pass Through
 Grant Funds CFDA #20.60
 State Grant Funds

DATE 9/16/02
 CITY SEC. _____

Misc. Contract Number: 583XXF6008
 Charge Number: 03-01-01-A1-AD
 PIN: 17560006060000

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS **

THE COUNTY OF TRAVIS **

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Plan for the following Fiscal Year(s) 03.

WITNESSETH

Project Title: SPEED STEP

Brief Project Description: To increase compliance with all posted speed limits through increased enforcement activities.

A G R E E M E N T

Grant Period: The Grant becomes effective on October 1, 2002, or on the date of final signature, whichever is later, and ends on September 30, 2003.

Maximum Amount Eligible for Reimbursement: \$41,200. Cost incurred after the end of a fiscal year cannot be reimbursed without prior written approval from the Department. (See also **Article 3, Limitation of Liability**, in the **Standard Provisions**)

Project Year: 1 Estimated Budget:

	<u>TxDOT</u>	<u>State/Local/Other</u>	<u>Program Income</u>
Labor	\$ 35,900	7,660	
Other Direct Cost	5,300		
Indirect/F&A Cost			
TOTAL	\$ 41,200	7,660	0

Project Year: Estimated Budget:

	<u>TxDOT</u>	<u>State/Local/Other</u>	<u>Program Income</u>
Labor	\$		
Other Direct Cost			
Indirect/F&A Cost			
TOTAL	\$ 0	0	0

Project Year: Estimated Budget:

	<u>TxDOT</u>	<u>State/Local/Other</u>	<u>Program Income</u>
Labor	\$		
Other Direct Cost			
Indirect/F&A Cost			
TOTAL	\$ 0	0	0

In addition to the **Standard Provisions** of the Agreement that follow, the following attachments are incorporated as indicated as a part of the Grant Agreement:

- Attachment A, Project Description
- Attachment B, Project Budget
- Attachment C, Standard Assurances
- Attachment D, Debarment Certification
- Attachment E, Lobbying Certification (required if amount payable is \$100,000 or more)
- Attachment F, Child Support Statement

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED DUPLICATE COUNTERPARTS TO EFFECTUATE THIS AGREEMENT.

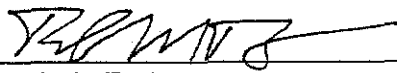
THE SUBGRANTEE

THE STATE OF TEXAS

City of Mesquite
[Legal Name of Agency]

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

By 
[Authorized Signature]

By 
District Engineer
Texas Department of Transportation

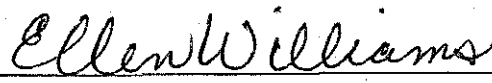
Ted Barron, City Manager
[Name and Title]

Date 9/27/02

Date 09-17-02

ATTEST: _____

By _____
Director, Traffic Operations Division


[Signature]

Date _____

Ellen Williams, City Secretary
[Name and Title]

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

Resolution No. 48-2002

Mailing Addresses

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims, and correspondence. (NOTE: For warrants (checks), the address indicated by the mail code, last three digits of the PIN on page 1, shall be used. If that address is not appropriate for warrants, please change the mail code accordingly and notify TxDOT of any changes.):

For Subgrantee:

For Texas Department of Transportation:

Name: Marty Fields

Pat Hickman

Title: Sergeant

Traffic Safety Specialist

Organization: Mesquite Police Department

Texas Department of Transportation

Address: PO Box 850137
Mesquite, TX 75185-0137

4777 E. Hwy 80
Mesquite, TX 75150-6643

Phone: 972-216-6628

214-320-6235

Fax: 972-216-8140

214-319-6568

E-mail: mfields@ci.mesquite.tx.us

phicmka@dot.state.tx.us

STANDARD PROVISIONS

ARTICLE 1. RESPONSIBILITIES OF THE PARTIES

The Subgrantee shall undertake and complete the project as described in Attachment A, Approved Project Description, and in accordance with all terms and conditions included hereinafter. The Department shall provide assistance as appropriate and as specified in said Attachment A.

ARTICLE 2. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment B, Approved Project Budget. The amount included in the project budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment B, Approved Project Budget, specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments made hereunder will be made in accordance with Attachment B, Approved Project Budget. The Subgrantee's expenditures may not exceed any budget category in the Approved Project Budget by an amount greater than 5% of the total reimbursable amount of the budget without a written agreement amendment. However, the Subgrantee must provide written notification to the Department of a change of 5% or less, prior to payment of the Request For Reimbursement that includes the change, indicating the amount and percent change and the reason(s) for it. The maximum amount payable shall not be increased as a result of exceeding a budget category without a written grant amendment.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with Attachment B, Approved Project Budget, within the time frame specified in Grant Period on page 1.
- D. Payment of costs incurred under this agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
 - A-21, Cost Principles for Educational Institutions;
 - A-87, Cost Principles for State and Local Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
- E. The Subgrantee agrees to submit monthly or quarterly requests for reimbursement, as designated in Attachment A, within thirty (30) days after the end of the billing period. The Subgrantee will use billing statements acceptable to the Department. The original billing statement and one copy is to be submitted to the address shown on page 2 of this agreement.
- F. The Subgrantee agrees to submit the final request for payment under this agreement within sixty (60) days of the end of the grant period.
- G. The Department will exercise all good faith to make payments within thirty days of receipt of properly prepared and documented requests for payment. Payments, however, are contingent upon the availability of appropriated funds.
- H. Project agreements supported with federal funds are limited to the length of the agreement period and usually do not receive extended funding beyond three years. If both the Department and the Subgrantee agree that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the three year limit. To be eligible, the Subgrantee must have a cost assumption plan by the end of the first twelve months. This plan will include a schedule for phasing in funding from its own resources and the phasing out of funding support from the Department. All plans must be approved by the Department before any extension beyond the three year limit will be granted. Preference will be given to those projects for which the Subgrantee has assumed some cost sharing by the end of the first twelve months, and to those which propose to assume the largest percentage of subsequent project costs.

Certain categories of funds may be exempted by the federal government from the time limit requirement. Unless exempted, all federally-funded agreements are considered to be subject to the time limit provision. Funding support for all state-funded projects will be limited to the term of the agreement. Any extension beyond that time will be negotiated on a case-by-case basis.

ARTICLE 3. LIMITATION OF LIABILITY

Because funds are authorized on a fiscal year basis only, payment of costs incurred hereunder is contingent upon the availability of funds.

If at any time during the agreement period the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate the agreement. Such termination will be conducted in such a manner that will minimize disruption to the Subgrantee and the Department, and as further specified in General Provision G9, Termination.

The Subgrantee, if other than a State agency, shall be responsible for settlement of any and all claims and lawsuits by third parties arising from or incident to the Department's non-payment of the Subgrantee's claim under this agreement. The Subgrantee expressly acknowledges that its responsibility includes the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims or lawsuits are based upon the Department's non-payment of claims submitted under this agreement. The Subgrantee shall defend any suits brought upon all such claims and lawsuits and pay all costs and expenses incidental thereto, but the Department shall have the right at its option to participate in the defense of any suit, without relieving the Subgrantee of any obligation hereunder.

ARTICLE 4. AGREEMENT AMENDMENTS

If at any time during the agreement period the Department determines that additional funds are needed to continue the project and the maximum amount payable is insufficient, a written amendment is to be executed to authorize additional funds, if the Department and the Subgrantee determine to continue project funding.

Additionally, any changes in the agreement period, agreement terms or responsibilities or the parties hereto shall be enacted by written amendment executed by both parties.

The amendment shall be agreed upon by the parties to this agreement and shall state the change to the mutual satisfaction of the parties. In no event will the agreement period be extended unless a written amendment is executed before the completion date specified in Article 1.

ARTICLE 5. ADDITIONAL WORK

If the Subgrantee is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. In the event that the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and provide compensation for doing this work on the same basis as the original work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the agreement period specified on the cover page to this Grant.

ARTICLE 6. CHANGES IN WORK

When the approved project description requires a completed work product, the Department will review the work as specified in the approved project description. If the Department finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Subgrantee will make such revisions as requested and directed by the Department. Such work will be considered as additional work and subject to the requirements established in Article 5.

If the Department finds it necessary to require the Subgrantee to revise completed work to correct errors appearing therein, the Subgrantee shall make such corrections and no compensation will be paid for the corrections.

ARTICLE 7. GENERAL TERMS AND CONDITIONS

G1. Indemnification

To the extent permitted by law, the Subgrantee, if other than a State agency, shall save harmless the Department from all claims and liability due to the acts or omissions of the Subgrantee, its agents or employees. The Subgrantee also agrees to save harmless the Department from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents or employees.

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

G2. Inspection of Work

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

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

G3. Disputes and Remedies

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

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

This agreement shall not be considered as specifying the exclusive remedy for any dispute or violation or breach of agreement terms, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

G4. Noncollusion

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

G5. Reporting

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

The Subgrantee shall submit the final performance report within 30 days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and objectives, or preclude the attainment of project work units by established time periods. *This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.*
2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or producing more work units than originally projected.

G6. Records

The Subgrantee agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder, said books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereinafter called the records, and shall make such records available at its office at all reasonable times for the time period authorized in Article 1, Contract Period. The Subgrantee further agrees to retain said records for four years from the date of final payment of contract costs incurred hereunder.

Duly authorized representatives of the Texas State Auditor, the Texas Department of Transportation, the United States Department of Transportation, and the Office of the Inspector General shall have access to the records at reasonable times during the period of the agreement and the four years retention period for the purpose of making audits, excerpts, transcriptions, and other examinations. This right of access is not limited to the four year period but shall last as long as the records are retained. *If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year retention period, the subgrantee shall retain the records until completion of the action and resolution of all issues which arise from it.*

G7. Audit

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

G8. Subcontracts

Any subcontract rendered by individuals or organizations not a part of the Subgrantee's organization shall not be executed without prior authorization and approval of the subcontract by the Department.

Subcontracts in excess of \$25,000 shall contain all required provisions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

G9. Termination

The Department may terminate this agreement at any time before the date of completion whenever it is determined that the Subgrantee has failed to comply with the conditions of the agreement. The Department shall give written notice to the Subgrantee at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this agreement agree that the continuation of the agreement would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and the portion to be terminated.

Upon termination of this agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee shall, at the option of the Department, become the property of the Department.

The Department shall compensate the Subgrantee for those eligible expenses incurred during the agreement period which are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur new obligations for the terminated portion after the effective date of termination.

Except with respect to defaults of subcontractors, the Subgrantee shall not be in default by reason of any failure in performance of this agreement in accordance with its terms (including any failure by the Subgrantee to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Subgrantee. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Subgrantee.

G10. Gratuities

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

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

G11. Compliance With Laws

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

G12. Successors and Assigns

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

G13. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the Subgrantee or furnished to the Subgrantee by the Department shall be delivered to and become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

G14. Resources

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

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

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

G15. Property Management

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

- 49 CFR 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or,
- OMB Circular A-110, "Uniform Requirements for Grants to Universities, Hospitals, and Other Nonprofit Organizations."

G16. Procurement Standards

The Subgrantee shall maintain procurement standards which meet or exceed the requirements, as appropriate, of:

- 49 CFR 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or,
- OMB Circular A-110, "Uniform Requirements for Grants to Universities, Hospitals, and Other Nonprofit Organizations."

G17. Insurance

When directed by the Department, the Subgrantee, if other than a State agency, shall provide or shall require its subcontractors to secure a policy of insurance in the maximum statutory limits for tort liability, naming the Department as an additional insured under its terms. When so directed, the Subgrantee shall provide or shall require its subcontractor to furnish proof of insurance on TxDOT Form 20.102 (12/91) to the Department, and shall maintain the insurance during the grant period established in Article 1.

G18. Equal Employment Opportunity

The Subgrantee agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

G19. Nondiscrimination

During the performance of this agreement, the Subgrantee, its assigns and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Subgrantee shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21 and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
2. **Nondiscrimination:** The Subgrantee, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subgrantee shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Subgrantee's noncompliance with the nondiscrimination provisions of this agreement, the Department shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:
 - withholding of payments to the Subgrantee under the agreement until the Subgrantee complies, and/or
 - cancellation, termination, or suspension of the agreement in whole or in part
6. **Incorporation of Provisions:** The Subgrantee shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into such litigation to protect the interests of the Department; in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

G20. Disadvantaged Business Enterprise

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this agreement as follows:

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

These requirements shall be physically included in any subcontract.

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

G21. Debarment/Suspension

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

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

G22. Signatory Warranty

The signatory for the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization. At the time the signatory for the Subgrantee signs the grant agreement, or within thirty days, he/she will sign a letter designating signature authority by position title for grant-related documents other than the grant agreement or grant agreement amendments. These other grant-related documents will include, but not be limited to, the following: cost assumption plan, application for project extension, administrative evaluation report, requests for reimbursement (RFR), and routine correspondence.

G23. Assurances and Certification

The Subgrantee attests that the assurances included in Attachment C of this agreement and the certification included in Attachment D of this agreement are accurate and current.

G24. Intellectual Property

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

Copyrights: TxDOT, the [other party to the contract], and the federal government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for government purposes:

- the copyright in any works developed under this agreement or under a subgrant or contract under this agreement; and,
- any rights of copyright to which the [other party to the contract], its subgrantee, or contractor purchases ownership of with financial assistance hereunder.

Patents: Rights to inventions made under this agreement shall be determined in accordance with 37 CFR 401. The standard patent rights clause at 37 CFR §401.14 as modified below is hereby incorporated by reference:

- the terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) or the clause;
- Paragraphs (g)(2) and (g)(3) of the clause shall be deleted; and
- Paragraph (1) of the clause entitled "Communications," shall read as follows: "(1) Communications. All notifications required by this clause shall be submitted to TxDOT."

If the grant results in the development of any intellectual property as defined in Transportation Code, Section 201.205, the Department and the Subgrantee shall jointly own all the rights, title, and interests in and to all data and other information developed under the grant. Each agency may license, reproduce, publish, modify, or otherwise use and authorize others to use the copyright in any work developed under this grant. All such documents will contain a copyright mark acknowledging this joint ownership. There will not be a charge to either agency for such use.

APPROVED PROJECT DESCRIPTION
SPEED
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)

City of Mesquite
(Name of Subgrantee)

I. PROBLEM IDENTIFICATION:

According to crash data provided by the Texas Department of Public Safety, speeding continued to be a major contributing factor to traffic crashes and resulting injuries and fatalities. This contributing factor is true on our city's highways as well. Through this Speed STEP, the Subgrantee has the opportunity to focus enforcement efforts on roadways that experience a significant number of speed-related crashes and a very high degree of non-compliance with the posted speed limits.

The following factors demonstrate a significant need for intervention to reduce the incidence of speed-related crashes and non-compliance with speed limits in the Subgrantee's jurisdiction:

Mesquite is a suburb on the east side of Dallas with a population of approximately 126,570 residents. Mesquite is approximately 41 square miles in size and has 27 miles of state highway.

Mesquite has three state highways identified as proposed step sites within its city limits; IH-635, I-30, and US HWY-80. Speed surveys performed in August of 1999 showed an average of 84.36 % non-compliance with the posted speed limits. Speed surveys performed in January of 2002 revealed an average of 91.56 % of non-compliance with posted speed limits. Non-compliance with posted speed limits on the three highways proposed as step sites increased by 7.2 % between surveys.

According to Mesquite Police crash data, in 2000 there were 564 crashes that involved speed as a factor. Speed was a factor in 4 fatality crashes resulting in 6 deaths.

Crash data was obtained from the Mesquite Police Research and Planning officer that maintains statistics on all reported accidents occurring within the corporate city limits of Mesquite.

Traffic Surveys used to determine the degree of non-compliance with posted speed limits were conducted by traffic investigators certified in the use of radar and laser and performed according to guidelines received from The Texas Department of Transportation.

Statistical information regarding citations for speed was retrieved from the Records Section of the Mesquite Police Department.

Increase police visibility and presence with the dedication of police officers in marked patrol cars aggressively enforcing speed in an effort to reduce the percentage of drivers in non-compliance of posted speed limits and impact the number of crashes involving speed on the proposed highway sites.

In addition to the appearance of omnipresence of police officers, officers working Speed STEP that could be available for assistance when the demand for calls exceeded the manpower capabilities would supplement the regular complement of officers assigned to a shift.

II. OBJECTIVE/PERFORMANCE GOALS:

Objective:

To conduct a Speed STEP in the City of Mesquite by September 30, 2003.

Performance Goals:

- A. To reduce the number of speed crashes by 2% from the baseline year 12 months: January 2000 through December 2000) total number of 564 speed crashes to 553 speed crashes by September 30, 2003.
- B. To increase the percentage of vehicles in compliance with the speed limit by 4 percentage points by September 30, 2003.
- C. To increase the total number of speed citations by at least 20 % from the baseline year (12 months: January 2001 through December 2001) total number of 10,370 speed citations to 12,444 speed citations by September 30, 2003.
- D. To complete administrative and general grant requirements by September 30, 2003.
- E. To support grant enforcement efforts with a public information and education (PI&E) program by September 30, 2003.

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

III. PERFORMANCE INDICATORS

The following performance indicators shall be included in the Performance Reports, Annex Reports, and summarized in the Administrative Evaluation:

- A. Number and type of citations/arrests issued under STEP.

- B. Points per hour for STEP Enforcement - point assignments for arrests/citations elements issued under STEP Grant Agreement:

<u>Goal Elements*</u>	<u>Points Assigned</u>
Speed Over Limit	1
<u>Other Elements**</u>	<u>Points Assigned</u>
Citations	1
DWI	18
Other Arrests	6

* Goal Elements – enforcement activities defined by performance goals and accomplished during STEP.

** Other Elements – enforcement activities not defined by performance goals but accomplished during STEP.

- C. Subgrantee total number and type of citations/arrests including STEP.
- D. Number of STEP enforcement hours worked.
- E. Maintenance of non-STEP activity.
- F. Number of speed-related crashes.
- G. Pre and post survey to determine percent of vehicles exceeding posted speed limits at speed sites. Post survey required to be reported in final Performance Report and Administrative Evaluation.
- H. Number of presentations conducted in support of this grant.
- I. Number of persons attending presentations.
- J. Number of media exposures (i.e., news releases and interviews).
- K. Number of community events in which STEP officers participated (i.e., health or safety fairs, booths).
- L. Number of public information and education materials produced.
- M. Number of public information and education materials distributed (by item).

IV. RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objective/performance goals of this grant by implementing the Action Plan in this attachment.
- B. Prior to enforcement activity, develop an Operational Plan according to the Department's site selection criteria, and submit for approval either as an attachment to this grant or within 30 days of grant start. The Operational Plan will include: STEP Site; Site description (including approximate length in miles

and posted limits); Speed Survey Results; and enforcement period. The Subgrantee shall follow the Department's Operational Plan Approval Criteria for STEP site selection and conducting speed surveys.

- C. Implement the Operational Plan as approved. (Please check appropriate box below)

The operational plan is approved as part of the grant agreement.

The operational plan will be submitted for approval within 30 days of grant approval. No enforcement activity can begin until the operational plan is approved.

Changes to the operational plan may be made by mutual written agreement as signed by authorized representatives of both the Subgrantee and the Department.

- D. All newly developed public information and education (PI&E) materials must be submitted to the Department for written approval prior to final production.
- E. An Administrative Evaluation summarizing all activities and accomplishments will be submitted on Department approved forms no later than 45 days after the grant ending date.
- F. Attend meetings according to the following:
1. The Subgrantee will arrange for meetings with the Department as indicated in the Action Plan to present status of activities, discuss problems and schedule for the following quarter's work.
 2. The project coordinator or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- G. For out-of-state travel expenses to be reimbursable, the Subgrantee must have obtained the approval of the Department prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- H. Maintain verification that wages or salaries for which reimbursement is requested is for work exclusively related to this project.
- I. In addition to Speed STEP enforcement activities, maintain the agency's total non-STEP enforcement citations/arrests at no less than the level attained prior to grant approval.
- J. Ensure that the enforcement hours worked under the grant are for STEP activities.
- K. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge/identification number, type grant worked, grant site number, mileage if applicable (including

starting and ending mileage), hours worked, type citation/arrest, officer and supervisor signatures.

- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty.
- M. Support grant enforcement efforts with public information and education (PI&E). Enforcement salaries being claimed for PI&E activities must be included in the budget.
- N. Subgrantees with a Traffic Division will utilize traffic personnel for this grant unless such personnel are unavailable for assignment.
- O. Officers assigned to Speed sites should be trained in the use of radar or laser speed measurement devices.
- P. Prior to conducting Speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Conduct speed zone surveys to determine appropriate STEP sites. Surveys may be conducted prior to the beginning of the grant. Those departments choosing to conduct the speed zone surveys during the first month of the grant must submit them with a completed Operational Plan within the first thirty (30) days of the grant. If the Subgrantee selects the option of submitting the Plan within the first 30 days, no enforcement activity, with the exception of the surveys, may take place prior to receiving written Department approval of the Operational Plan.
- R. Ensure that salaries for employees reimbursed under this grant will in no way supplant (i.e., replace state or local expenditures with the use of federal grant funds) Subgrantee wages for activities which are already supported by local or state funds.
- S. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional hours must be reported in the Project Performance Report that covers the time period for which the additional hours were worked.
- T. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- U. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

V. RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with performance obligations and fiscal requirements of this grant.
- B. Provide program management, technical assistance, and attend meetings as appropriate
- C. Reimburse the Subgrantee for all eligible costs as defined in Attachment B, Approved Project Budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of this agreement.
- D. Perform an administrative review of the project at the close of the grant period to include a review of adherence to budget, Action Plan and attainment of objective/performance goals.

FY 2003 ACTION PLAN

PROJECT TITLE: Speed STEP

SUBGRANTEE: City of Mesquite

OBJECTIVE: To conduct a Speed STEP in the City of Mesquite by September 30, 2003.

PERFORMANCE GOAL: To complete administrative and general grant requirements by September 30, 2003.

KEY: P = planned activity
C = completed activity
R = revised

ACTIVITY	RESPONSIBLE	PROJECT MONTH												OC	NO	SE	AU	JL	AU	SE	OC	NO			
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE												
1. Grant delivery meeting held.	Department	P																							
2. Requests for Reimbursement submitted.	Subgrantee				P																				
3. Performance and Annex Reports submitted.	Subgrantee		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
4. Grant progress review meeting.	Subgrantee & Department				P																				
5. Conduct on-site monitoring visit.	Department			P																					
6. Submit Cost Assumption Plan.	Subgrantee																								
7. Administrative Evaluation submitted.	Subgrantee																								
8. Conduct speed surveys and submit with Operational Plan for approval.	Subgrantee	P																							
9. Conduct post speed surveys.	Subgrantee																								
10. Submit letter regarding signature authority.	Subgrantee	P																							
11. Submit operational cost per vehicle mile (If applicable).	Subgrantee	P																							
12. Submit Operational Plan for approval.	Subgrantee	P																							
13. Conduct enforcement efforts.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
14. Submit Project Extension Request (if applicable).	Subgrantee			P																					

FY 2003 ACTION PLAN

PROJECT TITLE: Speed STEP

SUBGRANTEE: City of Mesquite

OBJECTIVE: To conduct a Speed STEP in the City of Mesquite by September 30, 2003.

PERFORMANCE GOAL: To support grant enforcement efforts with a public information and education (PI&E) program by September 30, 2003.

KEY: P = planned activity
C = completed activity
R = revised

ACTIVITY	RESPONSIBLE	PROJECT MONTH													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	IL	AU	SE	OC	NO
1. Contact the Department regarding PI & E procedures and planning.	Subgrantee														
2. Determine types of materials needed.	Subgrantee														
3. Develop proposed materials.	Subgrantee														
4. Submit proposed materials and the PI & E plan to the Department for approval.	Subgrantee														
5. Approve materials and plan.	Department														
6. Produce/distribute materials.	Subgrantee														
7. Maintain records of all PI & E material received/distributed.	Subgrantee														
8. Report on activities.	Subgrantee														
9. Conduct news conference(s)	Subgrantee														
10. Issue news release(s).	Subgrantee	P													
11. Conduct presentations.	Subgrantee		P		P		P		P		P		P		
12. Participate in community events (i.e., health or safety fairs, booths).	Subgrantee			P		P		P		P		P			

OPERATIONAL PLAN FOR SPEED STEP

City of Mesquite

STEP SITE NUMBER AND TYPE	SITE DESCRIPTION	SPEED SURVEY RESULTS	ENFORCEMENT PERIOD
1	I-30 City Limits to City Limits	93% non-comp	7 days/week 24 hours/day
2	US 80 City Limits to City Limits	83% non-comp	7 days/week 24 hours/day
3	I-635 City Limits to City Limits	96% non-comp	7 days/week 24 hours/day

* Survey data must be submitted with the Operational Plan for SPEED sites.

M. L. [Signature]
Signature for Subgrantee

[Signature]
Signature for TxDOT

Sergeant 8/26/02
Title Date

Deputy District Engineer 9/27/02
Title Date



Form 2077-LE (rev. 7/2002)
(GSD-EPC Word 97)
Page 1 of 2

Traffic Safety Project Budget
(for Law Enforcement Projects)

Project Title: Speed STEP

Name of Subgrantee: City of Mesquite

(Round figures to nearest dollar)

Table with 3 columns: TxDOT, Other/State/Local, TOTAL

Budget Category I - Labor Costs

(100) Salaries

[X] Overtime or [] Regular Time

Salary rates are estimated for budget purposes only.

Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.

List details:

A. Enforcement (overtime)

1. Officers: 700.00 hrs. @ \$37.55 per hr.

2. Sergeants: 145.00 hrs. @ \$50.28 per hr.

3. Lieutenants: ___ hrs. @ \$ ___ per hr.

B. PI&E Activities (overtime)

[not to exceed 10% of (100) Salaries]

___ hrs. @ \$ ___ per hr.

C. Other (i.e., overtime staff, supervisory support, conducting surveys, in-house instructors for OP violators course)

[not to exceed 10% of (100) Salaries]

Specify: 0

40.00 hrs. @ \$50.28 per hr.

Total Salaries

(200) Fringe Benefits

List details:

A. Officer 21.45%

B. Sergeant 21.45%

C.

D.

Total Fringe Benefits

(300) Travel and Per Diem*

Reimbursements will be based in accordance with Subgrantee's travel policy, not to exceed state rates.

I. Total Labor Costs (100 + 200 + 300)

* Budget Detail: As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Travel (300), Equipment (400), Supplies (500), Contractual Services (600), and Indirect Cost Rates (800)

(Round figures to nearest dollar)

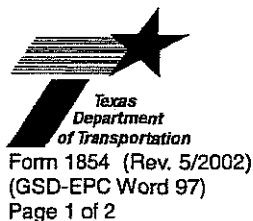
	TxDOT	Other/ State/Local	TOTAL
Budget Category II – Other Direct Costs			
(400) Equipment*			0
(500) Supplies*			0
(600) Contractual Services*			0
(700) Other Miscellaneous*			
A. Subgrantee Vehicle Mileage:			
Rates used only for budget estimate. Reimbursement will be made according to the approved subgrantee's average cost per mile to operate patrol vehicles, not to exceed the state rate. Documentation of cost per mile is required prior to reimbursement.			
<u>10,000.00</u> miles @ \$0.52 per mile	5,200		5,200
B. Registration fees (training, workshops, conferences, etc.).....	100		100
C. Public information & education (PI&E) materials.....			0
1. Educational items = \$			
(eg.: brochures, bumper stickers, posters, fliers, etc.)			
2. Promotional items = \$			
(eg.: key chains, magnets, pencils, pens; mugs, etc.)			
D. Other*			0
Total Other Miscellaneous	5,300	0	5,300
II. Total Other Direct Costs (400 + 500 + 600 + 700)	5,300	0	5,300
Budget Category III – Indirect Costs			
(800) Indirect Cost Rate* (at _____%)			0
Summary:			
Total Labor Costs	35,900	7,660	43,560
Total Other Direct Costs	5,300	0	5,300
Total Indirect Costs	0	0	0
Grand Total (I+II+III)	41,200	7,660	48,860
Fund Sources (Percent Share)	84.32%	15.68%	

* **Budget Detail:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Travel (300), Equipment (400), Supplies (500), Contractual Services (600), and Indirect Cost Rates (800)

Budget Detail

Travel and Per Diem (300)

To attend any TxDOT meetings or Traffic Safety conferences



STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR 18 and OMB Circular A-87, or OMB Circulars A-110 and A-21, or OMB Circulars A-110 and A-122, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act to the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-sided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (PL 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

10. It will ensure that the facilities under its ownership, lease, supervision which shall be utilized in the accomplishment of the project are not listed on 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.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, PL 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
12. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation Officer to conduct the investigation, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the applicant's governing body of the applicant's grant shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.

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

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



Form 1855 (Rev. 5/2002)
(GSD-EPC Word 97)
Page 1 of 1

DEBARMENT CERTIFICATION

- (1) The SUBGRANTEE 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 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 judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a federal, state, or local governmental entity 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 federal, state, or local public transactions terminated for cause or default.
- (2) Where the SUBGRANTEE is unable to certify to any of the statements in this certification, such SUBGRANTEE shall attach an explanation to this certification.



 Signature of Certifying Official

Ted Barron, City Manager

 Title

09-17-02

 Date