



Commonwealth of Kentucky

PURCHASE ORDER

IMPORTANT

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Doc Description: Lexington Police Department DD-15-15/CFDA 20.205	
Doc ID No: PO2 625 1600001380 1	Procurement Folder: 4035405
Procurement Type: Grant	
Administered By: BILL BELL	Cited Authority: KRS17.148
Telephone: 502-564-9900-3605	Issued By: DEANN CINQUINO

C O N T R A C T O R	Lexington Division of Police
	150 East Main Street
	Lexington KY 40507
	US

Effective From: 2015-09-21 **Effective To:** 2015-10-30

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Lexington Police Department DD-15-15/CFDA 20.205		0.00		0.00000	30,000.00	30,000.00

Extended Description

To provide Distracted Driving related services to communities in Kentucky through Federal grants administered by the Kentucky Transportation Cabinet's Office of Highway Safety. The main purpose of this grant is to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the public in ways to do this. This grant will run from 09/21/2015 through 10/30/2015 This will be paid 100% with Federal money

B I L L T O	STATION: W4-26-02	S H I P T O	STATION: W4-26-02
	KYTC Division of Highway Safety Programs		KYTC Division of Highway Safety Programs
	200 MERO STREET		200 MERO STREET
	FRANKFORT KY 40622		FRANKFORT KY 40622
US	US		

Total Order Amount: 30,000.00

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**GRANT AGREEMENT BETWEEN
THE KENTUCKY TRANSPORTATION CABINET
OFFICE OF HIGHWAY SAFETY**

AND

DD-15-15/CFDA 20.205

Lexington-Fayette Urban County Government/ Lexington-Fayette Police Department

Contracting Agency: Lexington-Fayette Urban County Government/ Lexington-Fayette Police Department

Federal Tax ID Number: 61-0858140

Federal DUNS Number: 020428777

County: Fayette

Authorizing Official:

200 E Main St.

Lexington, KY 40507

Phone: 859-258-3100/Fax: 859-258-3194

Chief Sheriff or Commissioner:

Project Director/Coordinator:

150 E Main St.

Lexington, KY 40507

Phone: 859-258-3682/Fax: 859-258-3876

Fiscal Officer/Payroll Clerk:

200 E Main St.

Lexington, KY 40507

Phone: 859-258-3310/Fax: 859-258-3385

This **GRANT AGREEMENT**, effective September 21, 2015 to October 31, 2015, between the Commonwealth of Kentucky, Transportation Cabinet, Office of Highway Safety, party of the first part, hereinafter referred to as the **GRANTOR**, and **Lexington-Fayette Urban County Government/ Lexington-Fayette Police Department**, party of the second part, hereinafter referred to as the **GRANTEE**,

WITNESSETH:

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WHEREAS, the Highway Safety Act of 1966 was designed to reduce traffic crashes and the associated deaths, injuries, and property damage resulting there from, and

WHEREAS, the **GRANTOR** is authorized by KRS 17.148 (2) to utilize funds relating to the administration of the Highway Safety Act of 1966 in the Kentucky Office of Highway Safety, and

WHEREAS, the **GRANTOR** has established a process by which grant applications may be submitted by local law enforcement agencies, private non-profit entities, and other state agencies, requesting Federal Highway Administration (**FHWA**) grant funds to assist in dealing with highway safety issues in a planned and coordinated fashion, and

WHEREAS, the **GRANTEE** has applied to the **GRANTOR** for a grant related to highway safety and was awarded a grant in the amount of **\$30,000.00** specifically for **Distracted Driving enforcement**, and

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the **GRANTOR** and the **GRANTEE** agree as follows:

I. Scope of GRANT AGREEMENT

A. The **GRANTEE's** Grant/Project Application is incorporated into this agreement. In the case of any conflict between the language of this **GRANT AGREEMENT** and the language of the Grant/Project Application, the language of this **GRANT AGREEMENT** shall prevail.

B. This **GRANT AGREEMENT** shall have an initial cap amount of \$30,000.00. This amount may be adjusted in accordance with Paragraph "G. Changes to Agreement" under Section "V. Additional Required Clauses".

C. The work/tasks to be accomplished through this **GRANT AGREEMENT** and their associated costs shall be as follows: See Addendum A

II. Responsibilities of the GRANTEE

A. Goals and Objectives:

1. To decrease the number of distracted-related collisions by 10% in September/October 2015 as compared to October 2014.
2. To decrease the number of distracted-related occupant injuries by 10% in September/October 2015 as

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compared to October 2014.

3. To decrease the number of cell phone related collisions by 10% in September/October 2015 as compared to October 2014.

4. To decrease the number of Inattention related collisions by 10% in September/October 2015 as compared to October 2014.

B. Strategies and Activities:

1. Beginning with start-date approval, officers with the agency will work overtime traffic enforcement to provide additional coverage during peak, high-risk periods such as weekends and holidays to reduce the number of distracted driving collisions. One (1) or two (2) officer(s) will work on an overtime basis for no less than two (2) days/nights per week.

2. By using the **Lexington-Fayette Urban County Government/ Lexington-Fayette Police Department** Information Officer and the media, public awareness of enforcement efforts will coincide with this pilot project.

3. **The Lexington-Fayette Urban County Government/ Lexington-Fayette Police Department** will reduce the number of distracted driving collisions by providing additional enforcement effort during the one month pilot period on major roadways as well as urban streets.

4. The Office of Highway Safety will track the disposition of all texting while driving citations through the judicial process. The findings will be reported to the agencies as well as the Governor’s Executive Committee on Highway Safety at which time further action will be discussed.

C. Utilization of Grant Funds:

GRANTEE agrees that only that portion of the Federal & Local Match allocation necessary for the completion of the project (as detailed in the scope of this agreement) will be spent and that none of such funds will be spent until such documents as may be required by the **GRANTOR** have been submitted and the **GRANTOR**’s written approval has been obtained. Use of this money is limited to the project listed on this document.

D. Submission of Payment Requests:

The **GRANTEE** shall submit requests for reimbursement on a regular basis, as established by the **GRANTOR**. The reimbursement requests shall be submitted to the **GRANTOR** on a “Reimbursement Claim Form”. Backup documentation showing that the work/expenditures for which the **GRANTEE** is requesting reimbursement has been completed shall be included, along with monthly activity reports.

E. Assumption of Liability:

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The **GRANTEE** shall indemnify and hold harmless the **GRANTOR** and all of its officers, agents, and employees from all suits, actions or claims of any character because of any injuries or damages received by any person, persons or property resulting from implementation of this project based upon this agreement.

III. Responsibilities of the GRANTOR

A. Reservation of GRANT Funding:

The amount of this **GRANT AGREEMENT** shall be reserved in an account under the **GRANTEE**'s name from the **GRANTOR**'s available federal **FHWA** funds designated for such activities.

B. Prompt Payment:

The **GRANTOR** shall make reimbursement to the **GRANTEE** in a timely manner, once the **GRANTOR** is satisfied that the work/expenditures for which reimbursement has been requested is applicable to this **GRANT AGREEMENT**, and that said work has been completed or purchases have been made.

C. Monitoring Work:

The **GRANTOR** shall periodically review the work that is being completed under this **GRANT AGREEMENT** to verify that all work is in accordance with applicable Federal guidelines, and statutes and regulations of the Commonwealth of Kentucky.

D. Resolution of Disputes:

Any dispute concerning a question of fact in connection with the work not disposed of by this **GRANT AGREEMENT** between the **GRANTEE** and the **GRANTOR** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky or his duly authorized representative whose decision shall be final.

IV. KOHS Required Clauses

THE FOLLOWING CONDITIONS SHALL BE IN EFFECT UPON SIGNED APPROVAL OF A GRANT AGREEMENT BETWEEN KENTUCKY OFFICE OF HIGHWAY SAFETY AND THE APPLICANT

The Grantor and Grantee shall comply with all applicable statutes and regulations, including but not limited to 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended, 49 C.F.R. Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 23 C.F.R. Part 1200 – Uniform Procedures for State Highway Safety Grant Programs.

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A. Relationship:

The relationship of the applicant/grantee to the grantor shall be that of an independent contractor, not that of a joint enterprise. The applicant/grantee shall have no authority to bind the grantor, for any obligation or expense without the expressed prior written approval of the grantor.

B. Grant Activity:

Grant activity must begin within thirty (30) days of approved start date and after signed approval of the grant agreement by the Governor's Representative for Highway Safety unless otherwise stated within the contracts strategies and activities.

C. Costs Incurred:

No costs incurred for this project will be eligible for reimbursement prior to approval/starting date of the grant agreement or after grant period is over. Requests must contain documentation which demonstrates the expenditures were incurred and paid for.

D. Monthly Reporting:

The applicant/grantee will be required to submit monthly reports to document their activities related to the highway safety grant. Applicant/Grantee shall use the most current reporting forms as provided on the Kentucky Office of Highway Safety website at www.highwaysafety.ky.gov. A final cumulative report addressing achievement of goals, objectives and strategies will be due to the grantor within 30 days after the contract period has ended. The final reimbursement claim shall also be submitted within 30 days after the contract period has ended.

E. Fiscal and Accounting Responsibilities:

The applicant/grantee must establish fiscal control with generally accepted accounting procedures that assure proper disposition of an account for grant funds and if applicable, required non-federal expenditures. All money spent on this project will be dispersed in accordance with provisions of the grant budget or officially revised budget as approved by the grantor.

F. Reimbursement Requirements:

All grants administered through the Kentucky Office of Highway Safety are reimbursement based. The Kentucky Office of Highway Safety reimburses for direct costs only. All reimbursement requests must contain documentation which demonstrates the expenditures were incurred and paid for. Grantees must provide copies of documents such as invoices and corresponding copies of cancelled checks. Beginning

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with fiscal year 2011, the match requirement for local agencies has been eliminated.

Salary and benefits reimbursement requests must contain the following:

1. Copies of the employee's timesheets with the signatures and printed names of the employee and the employee's supervisor
2. The detail activity log, with the signatures and printed names of the officer and supervisor, will be sufficient in lieu of time sheet for law enforcement personnel.
3. Payroll reports which demonstrate the costs associated with that employee, i.e. wages, withholding, insurance, retirement, etc.
4. Cancelled payroll checks are not required.

Travel expense reimbursements requests must contain the following:

1. Copy of the employee's travel request form which contains the signatures and printed names of the employee and the employee's supervisor
2. Copies of travel receipts for items such as hotels, air fare, etc.
3. Travel form must denote destination and purpose of travel.
4. Copy of cancelled travel reimbursement check paid to employee
5. Mileage rate must be included on the travel request form

Contractual services reimbursement request must contain the following:

1. Copy of the contractor invoice which fully describes the provided goods or services
2. Copy of the cancelled check which paid the contractor

Equipment purchases reimbursement requests must contain:

1. Copy of the vendor's invoice for the equipment
2. Copy of the cancelled check used to pay the vendor

Educational material purchases reimbursement requests must contain:

1. Copy of the vendor's invoice for the educational materials
2. Copy of the cancelled check used to pay the vendor
3. Educational materials/promotional items must have highway safety message approved by the grantor and must be on the list of allowable items as provided by the grantor. Any exceptions must be approved in advance by the grantor.

Note: If cancelled checks are not available, a copy of the original check may be submitted along with a

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copy of the bank statement indicating the check number has been cleared

G. Cost Principles:

Costs incurred (when goods are received and accepted or services are performed) under the grant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments; A-21, Cost Principles for Institutions of Higher Education; A-122, Cost Principles for Nonprofit Organizations; and all applicable National Highway Traffic Safety Administration/Federal Highway Administration orders.

H. Maintenance of Records:

The applicant/grantee agrees that the grantor, the National Highway Traffic Safety Administration, (NHTSA), the Federal Highway Administration (FHWA) and/or the Controller General of the United States, the Auditor of the State of Kentucky or any of their duly authorized representatives may have access, for purposes of audit examinations, to any books, documents, papers or records maintained by the applicant/grantee pertaining to the grant agreement. The applicant/grantee further agrees to maintain such books and records for a period of three years after the date of final project disposition.

I. Purchasing:

The applicant/grantee is required to use their agency's procurement regulations that reflect applicable state and local laws, rules and regulations.

J. Payroll Procedures and Records Required:

Compensation for personnel services are allowable if:

1. They are for services rendered during the grant period;
2. They are reasonable and normal for the services rendered;
3. Paid personnel are appointed in accordance with state and local government laws and rules;
4. They are based on payrolls documented and approved in accordance with generally accepted accounting principles; and
5. They are supported by time and attendance records signed by both employee and supervisor.

Employee Benefits are allowable if:

1. They are approved pursuant to a leave system;
2. Employer's contribution or expense includes:
 - a. Social Security

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- b. Employee's health insurance plans, (excludes overtime)
 - c. Unemployment insurance coverage
 - d. Workmen's compensation insurance,
 - e. Pension plans, and;
3. The cost thereof is equitably allocated to all activities.
4. Overtime pay is calculated in accordance with existing labor laws and is paid at the rate of one and one-half (1.5) times the person's hourly rate of pay for actual hours worked in excess of forty (40) hours in any week. Overtime will be strictly for traffic enforcement activities which includes patrol and or traffic safety checkpoints.

K. Special Instructions for law enforcement agencies:

- 1. Initial intent for contact should result in a distracted driving citation. Other activities which will be credited as comprehensive enforcement contacts will include: a) DUI arrests, b) speeding citations, c) seat belt citations, d) child restraint citations, e) written warnings (no warnings are permitted during federal overtime for seat belt or child restraint violations), f) other arrests related to traffic stops, and g) other activities as approved by the grantor**
- 2. Officers are required to complete a detailed activity log after each assignment.
 - 3. Enforcement officers assigned to this project will not answer calls for service, except in emergency situations. Emergency situations and breaks do not qualify for federal overtime funding.
 - 4. Officers are limited to 6 hours of federally funded overtime within a 24-hour period from the time they begin their initial overtime shift.
 - 5. Due to the number of fatal crashes occurring during nighttime hours and specifically lower nighttime seat belt usage, each law enforcement agency shall dedicate a minimum of 50% of their overtime to nighttime enforcement regardless of the assigned program area, i.e.: impaired driving, speeding or occupant protection. Nighttime refers to hours between 6:00 p.m. and 5:59 a.m.
 - 6. Two officers per unit vehicle are eligible for reimbursement. Unmarked SUVs are the preferred vehicle, but an unmarked non-SUV vehicle is acceptable.
 - 7. The applicant/grantee should be involved in public relations (earned media) and educational activities that support national and state highway safety efforts.

N. Project Income:

No income may be earned by the applicant/grantee with respect to federal funds received through the grantor.

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O. Right to Ownership:

The applicant/grantee understands that the grantor, the National Highway Traffic Safety Administration, and the Federal Highway Administration reserve the royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, any educational or instructional material developed with the Highway Safety Act of 1966 funding. "Educational or instructional materials" means written material, drawings, slides, photographs, filmstrips, motion pictures, television and radio public service announcements, and any other material whose primary purpose is to educate either the public at large or a specific subgroup of the public concerning highway safety or related subject. All educational materials/promotional items must have an approved (by the Grantor) highway safety message that corresponds to their program area.

P. Non-discrimination:

The applicant/grantee 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 (88), 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 (101), 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 (100), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (92), 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 (91), 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.

Q. Minority Business Enterprises Policy:

It is the policy of the U.S. Department of Transportation that minority business enterprises as defined in

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49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under the grant agreement. Consequently, the MBE requirements of 49 CFR Part 23 applies to the grant agreement.

R. Audit:

OMB Circular A-133, known as The Single Audit Act, requires the following:

1. State or local governments that expend \$500,000 or more a year in federal financial assistance shall have an audit conducted in accordance with this circular; two copies of the audit shall be sent to the Office of Highway Safety.
2. Non-state agency applicant/grantees are required to provide two copies of the most recent OMB A-133 Audit or a certification that total expenditures of federal funds did not exceed \$500,000.00.
3. Nothing in this section exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal agencies, as provided for in federal law or in 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (revised A-102).

S. High Risk Grantees:

1. An applicant/grantee may be considered a “high risk” if the grantor determines that they:
 - a. Have a history of unsatisfactory performance. Unsatisfactory performance includes, but is not limited to: lack of substantial progress on all goals and objectives as included in the signed grant agreement; inability to properly expend the federal highway safety grant funds allocated to meet the goals and objectives as included in the signed grant agreement; lack of participation in NHTSA and KOHS activities, or
 - b. Are not financially stable, or
 - c. Have a management system which does not meet the management standards set forth in this part, or
 - d. Have not conformed to terms and conditions of previous awards, or
 - e. Are otherwise not responsible, and if the grantor determines that an award will be made, special conditions and/or restrictions shall correspond to the high-risk condition and shall be included in the award.
2. Special conditions and restrictions may include:
 - a. Payment on a reimbursement basis;
 - b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
 - c. Requiring additional, more detailed, financial reports;
 - d. Additional project monitoring;

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- e. Requiring the grantee or subgrantee to obtain technical or management assistance, or
 - f. Establishing additional prior approvals.
3. If the Grantor decides to impose such conditions, the awarding official will notify the applicant/grantee as early as possible, in writing, of:
- a. The nature of the special conditions/restrictions;
 - b. The reasons for imposing them;
 - c. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions, and
 - d. The method of requesting reconsideration of the conditions and/or restrictions imposed.

Source: Uniform Administrative Requirements for Grants and Cooperative Agreements to state and Local Governments (“The Common Rule”) 49 CFR-Part 18-Subpart B-18.12.

T. Drug-free Workplace:

The applicant/grantee certifies that they will maintain a drug-free workplace in accordance with the Federal Drug-free Workplace Act of 1988. This regulation requires the employer to provide employees with a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the agency’s workplace and specifying penalties for violation of such prohibition. The applicant/grantee must also abide by all other provisions of this regulation, detailed in 49 CFR, Subpart F.

U. Buy America Act:

The applicant/grantee 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.

V. Political Activity (Hatch Act):

The applicant/grantee will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)) which limits the

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political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

W. 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, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

X. Restriction On State Lobbying:

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

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is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Y. Certification Regarding Debarment And Suspension – Lower Tier Covered Transactions:

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant 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 prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of [49 CFR Part 29](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR Part 9](#), subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized

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by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal 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 prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

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bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, 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 proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR Part 9](#), subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agrees by submitting this proposal 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 proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Copyrights:

The federal government has authority to publish or use any copyrighted material developed under a grant.

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AA. Policy on Seat Belt Use:

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhsta.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, DC metropolitan area and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1(888) 221-0045 or visit its Web site at www.trafficsafety.org.

BB. Policy on Banning Text Messaging While Driving:

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned, or –rented vehicles, Government-owned, leased, or rented vehicles or privately owned when on official Government business or when performing any work on or on behalf of the Government, the Grantee is also encouraged to conduct workplace safety initiatives

V. Additional Required Clauses

A. Availability of Funding:

The **GRANTOR** may terminate this **GRANT AGREEMENT** if funds are not appropriated to the **GRANTEE** or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the **GRANT AGREEMENT**. The **GRANTOR** shall provide the **GRANTEE** thirty (30) calendar days written notice of termination of the **GRANT AGREEMENT**.

B. Cancellation Clause:

Either party may cancel this **GRANT AGREEMENT** at any time for cause or may cancel without cause on 30 days' written notice. The cost of work that has been completed as of the time of cancellation shall be reimbursed by the **GRANTOR**. The cost of any work completed after the notice of cancellation shall be

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the responsibility of the **GRANTEE**.

C. Access to Contractor's Records:

The **GRANTEE** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's (**GRANTEE's**) books, documents, papers, records, or other evidence directly pertinent to the contract (**GRANT AGREEMENT**)." The **GRANTEE**, as defined in KRS 45A.030(9) agrees that the **GRANTOR**, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this **GRANT AGREEMENT** for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The **GRANTEE** also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

D. Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Government Contract Review Committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

E. Violation of tax and employment laws:

KRS 45A.485 requires the **GRANTEE** to reveal to the Commonwealth, prior to the award of a **GRANT AGREEMENT**, any final determination of a violation by the **GRANTEE** within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

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To comply with the provisions of KRS 45A.485, the **GRANTEE** shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any **GRANT AGREEMENT**, the **GRANTEE** shall be in continuous compliance with the provisions of those statutes which apply to the **GRANTEE's** operations, and that the **GRANTEE's** failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the **GRANT AGREEMENT**, shall be grounds for the Commonwealth's cancellation of the **GRANT AGREEMENT** and the **GRANTEE's** disqualification from eligibility for future **GRANT AGREEMENTS** for a period of two (2) years.

GRANTEE must check one:

_____ The **GRANTEE** has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The **GRANTEE** has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

G. Changes to Agreement:

Any proposed change in this **GRANT AGREEMENT** shall be in writing and signed by the **GRANTEE** and the **GRANTOR**.

H. Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the **GRANTOR** is required by Executive Order or otherwise to reduce **GRANTEE** hours, the **GRANT AGREEMENT** will be reduced by the amount specified in that document.

I. Contract Provisions per 49 CFR 18.36i:

1.Administrative, contractual, or legal remedies in instances where contractors violate or breach contract

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terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

7. Notice of awarding agency requirements and regulations pertaining to reporting.

8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

U.Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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SIGNATURE OF ACCEPTANCE

We, the undersigned, have read and understand this **GRANT AGREEMENT** as written and agree to fully comply with all conditions included herein.

We understand that approval of this **GRANT AGREEMENT** does not infer funding beyond the contract period.

We certify that no litigation involving civil rights is pending against the **GRANTEE** and that should allegations be raised during the **GRANT AGREEMENT** term, the **GRANTOR** shall be immediately advised.

GRANTEE

Project Director (Signature): _____ **Date:** _____

Printed Name/Official Title: _____

Authorizing Official (Signature): _____ **Date:** _____

Printed Name/Official Title: _____

GRANTOR

Highway Safety Administrator (Signature): _____ **Date:** _____

Governor's Representative (Signature): _____ **Date:** _____

Approved as to form and legality:

KYTC Attorney (Signature): _____ **Date:** _____