

RESOLUTION NO. 16-1993

A RESOLUTION PROVIDING FOR APPROVAL OF APPLICATION FOR GRANT FUNDS FROM THE STATE OF TEXAS FOR A SPECIAL FIVE MONTH SELECTIVE ENFORCEMENT PROJECT FOR VEHICLE OCCUPANT PROTECTION.

WHEREAS, Article 6701j-1, Texas Civil Statutes, declares that the establishment, development, and maintenance of a program of traffic safety in Texas is a vital governmental purpose and function of the State and its legal and political subdivisions; and,

WHEREAS, the Governor of Texas has named the Engineer-Director of the Department as her representative to administer the Texas Traffic Safety Program; and,

WHEREAS, the Engineer-Director has formulated a program of projects for the current fiscal year called the Highway Safety Plan (HSP), and the United States Department of Transportation (US DOT) has approved the HSP and authorized the Department to proceed with approved implementation in accordance with approved procedures; and,

WHEREAS, the City of Abilene and its Police Department desire to implement an occupant protection selective traffic enforcement project.

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


PART 1: That the City hereby approves the submission of a grant application for a special five month selective enforcement project on occupant protection.

PART 2: That Dwain T. Pyburn, Chief of Police, is authorized to sign the grant application and contract on behalf of the City of Abilene.

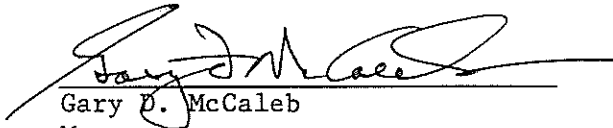
PART 3: That this Resolution shall take effect immediately from and after its passage.

ADOPTED, This the 22 day of April, 1993.

ATTEST:

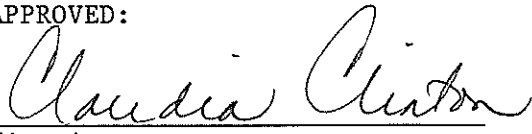


Jo Moore
City Secretary



Gary D. McCaleb
Mayor

APPROVED:



Claudia Clinton
City Attorney

ATTACHMENT C

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 of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (PL 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 the 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.

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INSTRUCTIONS FOR COMPLETION GRANT PROGRAMS REQUEST FOR REIMBURSEMENT

Item Entry

1. Enter the Grant Program Title for which payment is requested (Texas Traffic Safety Program, Public Transportation Grant Program, TLS Program II, etc.).
2. Show the Miscellaneous/State contract number (i.e. 581XXF6021).
3. Indicate if the request is prepared on cash or accrued expenditure basis.
4. Check the appropriate box for a final request or a partial request; if a partial request, show the request number (1, 2, 3, etc.)
5. Show the time period (month/day/year) covered by the request (from October 1, 1990 to November 15, 1990; from October 1, 1990 to October 31, 1990; or from October 1, 1990 to December 31, 1990).
6. Give the Recipient's name and mailing address. The warrant will be sent to this address. Note: Recipient, Contractor, and grantee are one and the same.
7. Give a phone number to which questions about the billing can be directed.
8. Show the Recipient's vendor identification number and mail code assigned by the State Comptroller.
9. The Request for Reimbursement is to be detailed to show amounts for each cost category, further showing the Contractor share (if any) and the TxDOT share. (EXAMPLES of contractors: non-profit organizations, cities, universities, state agencies, etc. The TxDOT share may include Federal, Oil Overcharge, Other State funds, etc.)
- 9a. Show the total project amount for each cost category by Contractor share and TxDOT share. This amount will be the same on each request unless an amendment is executed to change the amount.
- 9b. Show the total outlays to date by Contractor and TxDOT share.
- 9c., 9d, 9e. Contact your local District Office for assistance with program income. If no program income, go to 9f.
- 9f. Show the remaining balance in each cost category by Contractor and TxDOT.
- 9g. Show the amount previously requested for payment.
- 9h. Subtract line g from line b to show line h, the amount now requested.
10. Recipient signs and dates the Request, adding a typed or legibly printed name and title.

- For TxDOT Only -

If the contract is an interagency contract and funds will be deposited into a local fund bank account, the General Services Commission must sign the form.

FOR USE ONLY IF MORE DETAILS ARE REQUIRED THAN OFFERED ON PAGE 1 (TOP RIGHT BLOCK)

FY	SOURCE UNIT	DIST. OR DIV.	SEG. I.D. 70 THRU 79	DETAIL	AMOUNT	+ -	FUNC	OBJ OF EXP.

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TEXAS TRAFFIC SAFETY PROGRAM AGREEMENT

◆ 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 6 in every subcontract, including procurements 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. Minority Business Enterprise

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this agreement as follows.

◆ The Subgrantee agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Subgrantee shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

◆ The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex 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.

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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 procurements 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 Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials 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:

TEXAS TRAFFIC SAFETY PROGRAM AGREEMENT

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 its 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.

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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 and shall make such materials available at its office during the agreement period and for three years from the date of the final performance report under the agreement. Such materials shall be made available during the specified period for inspection by the Department, the U.S. Department of Transportation and the Office of the Inspector General, if the agreement is federally funded, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions. The Subgrantee shall retain all records until final completion of any litigation.

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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 5. 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 6. 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 in Article 1.

ARTICLE 7. 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 6.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the Department and the Subgrantee do mutually agree as follows.

A G R E E M E N T

ARTICLE 1. FUNDING PERIOD

This agreement becomes effective on May 1, 1993 or when fully executed by all parties hereto, whichever occurs later, and shall terminate on September 30, 1993, unless termination occurs as provided for hereinafter.

ARTICLE 2. 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 3. COMPENSATION

- A. The maximum amount payable under this agreement shall not exceed the amount of \$ 25,000, unless modified in writing through an amendment pursuant to Article 5.
- B. 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, unless other methods of payment are specified as follows:
 1. If Attachment B, Approved Project Budget, specifies that actual costs will be reimbursed, 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 C hereunder.
 2. 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.
- C. 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 budget without a written agreement amendment. The maximum amount payable shall not be increased as a result of exceeding a budget category without a written grant amendment.
- D. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with Attachment B, Approved Project Budget, within the period specified in Article 1 above.

APPROVED PROJECT DESCRIPTIONSUMMER
OCCUPANT PROTECTION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM
(SUMMER OP STEP)City of Abilene Police Department
SUBGRANTEEI. AUTHORIZATION:

This grant implements Task B of 93-04-02 of the FY93 Highway Safety Plan.

II. PROBLEM STATEMENT:

The State of Texas has had a Mandatory Use Law (MUL) for safety belts for the past 7 years. Since that time, Texas has seen safety belt use rise to among the highest levels in the country. As of August 1992, combined driver and passenger usage in 18 Texas urban cities was approximately 69.0 percent.

The child passenger restraint law was implemented in 1984 for infants and children from birth to 4 years of age to protect them while riding in a car or light truck. According to the Texas Transportation Institute, Texas A&M University, statewide usage for this age group in 1992 was 57.3 percent.

The Statewide goal for fiscal year 1993 is at least 75% safety belt use by drivers and front seat passengers and 70% safety seat or safety belt use by passengers from birth to 4 years of age.

The Save City/Save County Ranking for Drivers or Passengers (> 3 years of age) with no restraint appears in the annual Highway Safety Plan. A ranking for passengers under age 4 with no restraint is also included. Cities and counties are ranked with respect to the severity of the problem. This Subgrantee is on these lists with Weighted Ranking Numbers of 6.0 for Driver or Passenger (>3) and 5.0 for Passenger (<4).

The Subgrantee has a safety belt use rate of 63.7 % and has a child passenger restraint use rate of (unknown) %.

III. OBJECTIVES:

- A. To increase safety belt use among drivers and front seat passengers by 5 percentage points and child passenger restraint use by 5 percentage points by the end of the grant period.

- B. To increase the total number of occupant protection citations issued by 5 % when compared to the total occupant protection citations issued for the previous 12 months.

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.

IV. RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objectives of this grant by implementing the Operational Plan and the Action Plan in this attachment.
- B. Submit all newly developed public information and education material for written approval from the Department prior to final production. Reproduction of National Highway Traffic Safety Administration or other governmental endorsed material is permissible without Department approval.
- C. 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.
- D. Attend meetings according to the following:
1. The Subgrantee will arrange for meetings with the Department no less than quarterly 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.
- E. 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. A copy of the documentation of that approval must accompany the Request for Reimbursement. Grant approval does not satisfy this requirement.
- F. Maintain verification that wages or salaries for which reimbursement is requested is for work exclusively related to this project.
- G. In addition to STEP enforcement activities, maintain non-STEP occupant protection enforcement citations at not less than the level attained prior to grant approval.

- H. Ensure that 90% of the enforcement hours worked under the grant are at STEP sites.
- I. Ensure that each officer working on the STEP project will complete an officers daily report form that is approved by the Department.
- J. Ensure that no officer above the rank of Lieutenant will be reimbursed for enforcement duty.
- K. Support the enforcement efforts with public information and education.
- L. Officers assigned to OP STEP should be trained in the Occupant Protection Usage Enforcement course approved by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).
- M. Subgrantees with a Traffic Division will utilize trained traffic personnel for this grant unless such personnel are unavailable for assignment.

V. RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with performance obligations and fiscal requirements of this grant.
- B. Provide program management and technical assistance 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 when submitted in the manner and within the time frames, as specified in Article 3.
- D. Perform an administrative evaluation of the project at the close of the grant period to include a review of adherence to budget, Action Plan and attainment of objectives.

VI. PERFORMANCE INDICATORS:

The following performance indicators, when applicable, shall be included in each Performance Report, Annex Report, and summarized in the Administrative Evaluation:

- A. Number of safety belt citations issued by OP STEP.
- B. Number of child restraint citations issued by OP STEP.
- C. Total number of DWI arrests, speed, safety belt, child restraint citations.

- D. Percent of STEP enforcement hours at STEP sites (including transit time).
- E. Number of enforcement hours per safety belt/child restraint citation.
- F. Number of public information and education activities (i.e., presentations, interviews, press releases).
- G. Number of Occupant Protection Violator Courses (OPVC) conducted.
- H. Number of OPVC attendees.
- I. Maintenance of non-STEP safety belt and child restraint activity.
- J. Number of occupant protection surveys conducted.
- K. Percentage point change in observed safety belt and child restraint usage between pre and post surveys.
- L. Number of officers working OP STEP trained in the Occupant Protection Usage Enforcement (OPUE) course.
- M. Number of officers working OP STEP.

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VII. OPERATIONAL PLAN:

STEP SITE NUMBER	SITE DESCRIPTION	STEP SHIFT(S) *	
		(START) DAY/TIME	(END) DAY/TIME
1	Grape & Ambler	DAYS VARIED 3:30 pm	THUR-TUES 7:00 pm
2	N. 10th & Treadaway	11:00 am	2:30 pm
3	S. 7th & Barrow	7:30 am	11:00 am
4	S. 14th & Butternut	3:30 pm	7:00 pm
5	S. 27th & Buffalo Gap Rd.	11:00 am	2:30 pm
6	N. 6th & Willis	7:30 am	11:00 am
7	N. 10th & Judge Ely	11:00 am	2:30 pm
8	S. 27th & Danville	4:30 pm	8:00 pm

* Subgrantee may work additional STEP enforcement hours on holidays or special events if these times are not covered under shifts identified above. These additional hours must be described in the Project Performance Report.

ACTION PLAN

OBJECTIVE:

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

TASK: To fulfill administrative and general grant requirements.

ACTIVITY	RESPONSIBLE	PROJECT MONTH													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Grant delivery meeting held.	Department														
2. Requests for Reimbursement submitted.	Subgrantee								P					P	P
3. Performance and Annex Reports submitted.	Subgrantee									P				P	P
4. Grant progress review meeting.	Subgrantee & Department									P				P	
5. Conduct on-site monitoring visit.	Department														P
6. Administrative Evaluation submitted.	Subgrantee														
8. Conduct an average of <u>Occupant Protection Violator</u> Classes.	Subgrantee														
9. Conduct belt use and child restraint observations surveys.	Subgrantee													P	

TEXAS TRAFFIC SAFETY PROGRAM AGREEMENT

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

THE SUBGRANTEE

THE STATE OF TEXAS

CITY OF ABILENE

[Legal Name of Subgrantee]

Executed for the Executive Director and approved for the Texas Transportation Commission under the authority of Minute Order No. 82513 and Administrative Order 15-88 for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order No. 100002.

By _____
[Signature]

Chief of Police

[Name and Title]

Date _____

By _____
Traffic Operations Engineer
Texas Department of Transportation

Date _____

ATTEST:

[Signature]

City Secretary

[Name and Title]

Under authority of ~~Ordinance or~~
Resolution Number (For Local
Governments)

APPROVED: Claudia Clinton
City Attorney

Mailing Addresses

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims, and correspondence:

For the Subgrantee:

For the Texas Department of Transportation:

City of Abilene _____

Police Dept. _____

P.O. Box 174 _____

Abilene, TX 79604 _____

APPROVED PROJECT BUDGET
SUMMER OCCUPANT PROTECTION STEP

City of Abilene Police Department
SUBGRANTEE

(Round figures to nearest \$)

I. LABOR COSTS:

(100) A. ENFORCEMENT (overtime)

- 1. Traffic Officers: 924 hours @ 18.75 per hour = \$ 17,325.00
- 2. Sergeants: 77 hours @ 22.00 per hour = \$ 1,694.00
- 3. Lieutenants: _____ hours @ _____ per hour = \$ _____

(100) B. STAFF AND SUPERVISORY SUPPORT (not to exceed 10% of total grant amount)

- 1. Project Director: 66 hours @ 22.00 per hour = \$ 1,452.00
(overtime)
- 2. Clerk/data entry: 77 hours @ 13.00 per hour = \$ 1,001.00

SUBTOTAL \$ 21,472.00

(300) C. TRAVEL AND PER DIEM (actual costs not to exceed state rates)

\$ 350.00

TOTAL LABOR \$ 21,822.00

II. OTHER DIRECT COSTS:

(700) A. Mileage (actual cost not to exceed state rates)

8,750 miles @ 27.5c per mile = \$ 2,406.00

(700) B. Public Information and Education Materials
(up to 5% of grant amount)

\$ 772.00

TOTAL OTHER DIRECT \$ 25,000.00

FUND SOURCES:

Federal Funds (100 %) + Local Funds (_____ %) = TOTAL \$ 25,000.00
25,000.00
 (Art. 3. A., pg. 2 of 13)

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ATTACHMENT D

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

Title

Date