

**Purpose:** Virginia's Highway Safety Program Sub Grantees use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

**Instructions:** Sub Grantees must read the contract, complete all applicable information on the first page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Sub Grantee: Harrisonburg City  
 Project Title: Selective Enforcement - Speed  
 Project Number/CFDA Number: SC-2015-55153-5892-20.600  
 Grant Award Amount: \$10,000.00

Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration  
 Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2014, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2015. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2015.**

In performing its responsibilities under this Highway Safety Grant Agreement, the Sub Grantee certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and state and federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Sub Grantee's signature below indicates that the Sub Grantee has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification; the attached Statement of Work and Special Conditions; the attached General Terms and Conditions; the attached Project Budget; the Sub Grantee's proposal; and the letter awarding the grant to the Sub Grantee constitutes the entire agreement between the Department and the Sub Grantee, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by federal laws, regulations, or policies (2) applicable state laws, regulations, and policies, except where superseded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Sub Grantee's proposal; and (8) grant award letter.

**SIGNATURES OF AUTHORIZED APPROVING OFFICIALS**

**For Sub Grantee:**

MPO GREG DEEDS  
 Name and Title of Project Director (print)

MPO G. C. Deeds 8/26/14  
 Signature Date

KURT D. HODGEN, CITY MANAGER  
 Name and Title of Authorized Approving Official (print)

Sub Grantee's DUNS Number 070423694

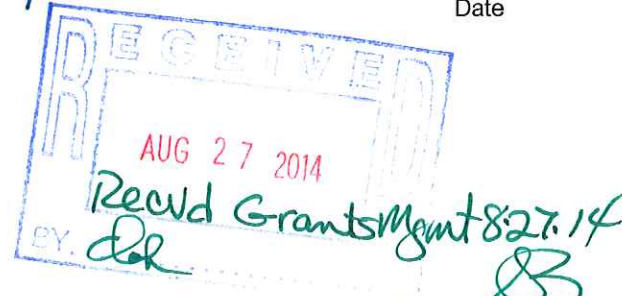
Does your locality/legal entity expend \$500,000 or more annually in total federal funds? (check one)  Yes  No

K. D. Hodgen 8/26/14  
 Signature Date

**For Virginia Department of Motor Vehicles:**

John Saunders  
 Director, Virginia Highway Safety Office (print)

John Saunders 8-29-14  
 Signature Date





Department of Motor Vehicles  
Grant Budget Lines

Date Run: 09-JUL-2014

SC-2015 - 55153 - 5892 - Harrisonburg City

PM: Doug Stader

Project Director Initials

Date 5/24/14

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	263 overtime hours @ \$38.00 for Speed selective enforcement.	1	10,000.00	10,000.00	10,000.00	0.00
Other Direct Costs	Matching Costs: Gas & Maintenance	1	5,000.00	5,000.00	0.00	5,000.00
<b>Total:</b>			<b>15,000.00</b>	<b>15,000.00</b>	<b>10,000.00</b>	<b>5,000.00</b>

Sub Grantee Name: HARRISONBURG PD Project #: SC-2015-55153-319 26600

**STATEMENT OF WORK AND SPECIAL CONDITIONS**

1. Goals and Specific Program Elements. The goals and specific program elements of the sub grantee's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2014 through December 31, 2014

Estimated 0 number of overtime hours to be used

Estimated 0 number of saturation patrols

For January 1, 2015 through March 31, 2015

Estimated 0 number of overtime hours to be used

Estimated 0 number of saturation patrols

For April 1, 2015 through June 30, 2015

Estimated 160 number of overtime hours to be used

Estimated 20 number of saturation patrols

July 1, 2015 through September 30, 2015

Estimated 103 number of overtime hours to be used

Estimated 20 number of saturation patrols

b. To conduct a minimum of 20 saturation patrols for the Click It or Ticket Mobilization in May 2015.

c. To conduct a minimum of 0 saturation patrols for the Checkpoint Strike Force Campaign.

d. To have 0 number of sworn officers attend 0 number DMV approved traffic safety related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).

e. Increase from number of radar units in active use from 0 to 0. (If approved, all units must be ordered by December 31, 2014 and put in service by March 31, 2015).

Project Director Jas  
Initial

8/29/14  
Date

Sub Grantee Name: Hampton, VA Project #: SC 2015-55153-5892-20.60

2. The sub grantee must contribute to the overall State Highway Safety Plan goals.

**SPEED**

**GOAL: To decrease speed-related fatalities 18 percent from the 2013 calendar base year of 339 to 278 by December 31, 2015.**

- BASED ON SPEED RELATED CRASH DATA (using crash data from VAHSO or other approved local crash information):

100 percent of speed control selective enforcement activities are to be conducted between the hours of 06:00 - 21:00

with special emphasis on the following days of the week: Wed - Fri

The remaining 0 percent of selective enforcement hours may be scheduled during other approved identified high-crash time periods.

- Enforcement is to be conducted using data-identified problem locations.
- Grant funded equipment must be ordered by December 31, 2014, and put in service by March 31, 2015.
- All sub grantees must submit a completed monitoring report (TSS 14-A) to their DMV Program Manager by specific assigned dates.
- Sub grantees must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director SJO  
Initial

5/24/14  
Date





# Harrisonburg City Speed Crash Stats

**CY 2012**  
**1**

**Fatal**  
**CRASHES**

**CY 2013**  
**0**

Noon- 2:59pm **Highest Time Periods**  
100% of Speed fatal crashes

Saturday **Highest Days**  
100% of Speed fatal crashes

May **Highest Months**  
100% of Speed fatal crashes

**CY 2012**  
**10**

**Serious Injury**  
**CRASHES**

**CY 2013**  
**5**

3:00pm- 5:59pm **Highest Time Periods**  
40% of Speed serious injury crashes

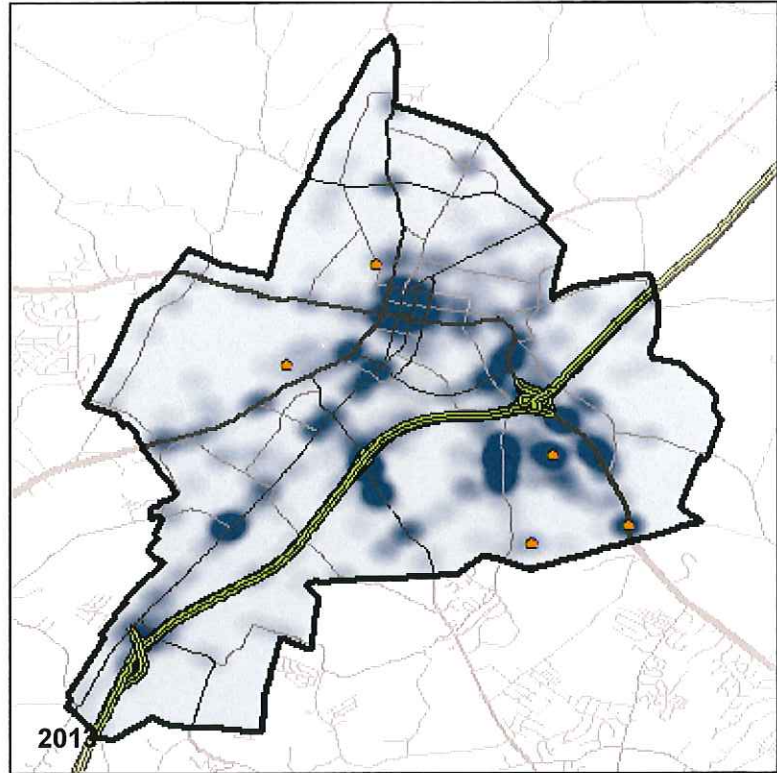
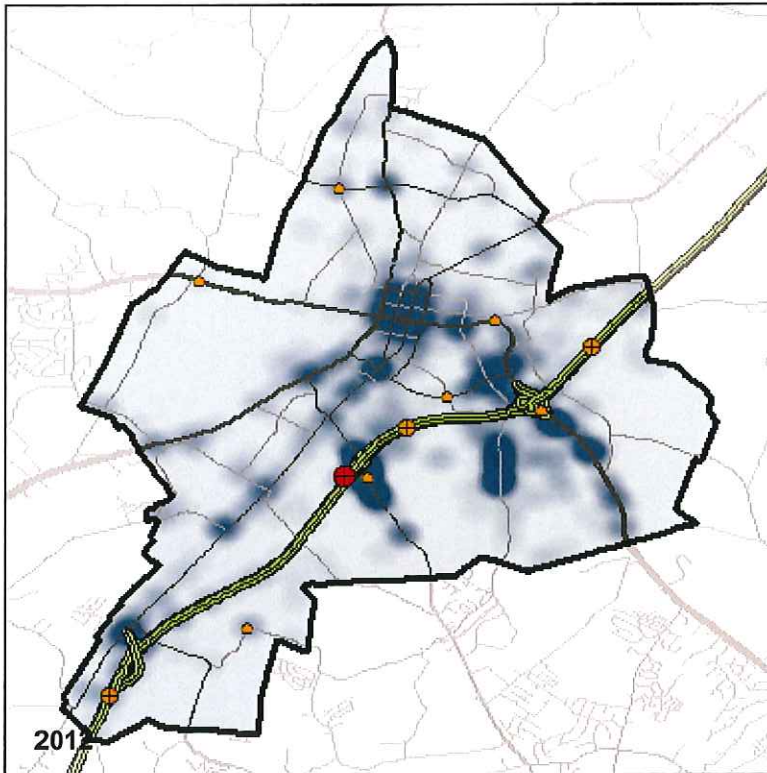
Wednesday • Friday **Highest Days**  
60% of Speed serious injury crashes

October **Highest Months**  
20% of Speed serious injury crashes

6:00am - 8:59am  
40% of Speed serious injury crashes

Friday  
40% of Speed serious injury crashes

September • October  
40% of Speed serious injury crashes



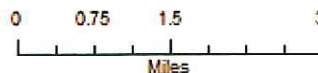
**Harrisonburg City Speed Related Crashes**

Interstate Crashes

- Fatal
- Serious Injury

Non-interstate Crashes

- Fatal
- Serious Injury





# Harrisonburg City Speed Crash Stats

## CY 2012 Fatal Crashes

Street	Cross Street	Count
I-81		1

## CY 2013 Fatal Crashes

Street	Cross Street	Count
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## CY 2012 Serious Injury Crashes

Street	Cross Street	Count
I-81		3
MARKET ST		2
CANTRELL AVE	PAUL ST	1
GREENDALE RD		1
MARKET ST	STONELEIGH DR	1
MT CLINTON PIKE	CHICAGO AVE	1
PORT REPUBLIC RD		1

## CY2013 Serious Injury Crashes

Street	Cross Street	Count
CHESTNUT DR	SUNRISE AVE	1
CHESTNUT RIDGE DR		1
CHICAGO AVE	STUART ST	1
EVELYN BYRD AVE	UNIVERSITY BLVD	1
MARKET ST	CHESTNUT RIDGE DR	1

## Crash Trends

Available Crash Data for Calendar Year (CY)	CY 2010	CY 2011	CY 2012	CY 2013
TOTAL CRASHES	810	911	909	852
FATAL CRASHES	2	1	1	1
INJURY CRASHES	217	206	200	203
Speed Related Fatal Crashes	0	0	1	0
Percent of Speed Related Fatal Crashes to Total Fatal Crashes	0%	0%	100%	0%
Speed Related Injury Crashes	36	34	40	23
Percent of Speed Related Injury Crashes to Total Injury Crashes	17%	17%	20%	11%





# Harrisonburg City Speed Crash Stats

Data provided for January 1st through June 15th

**CY 2013**  
**0** **Fatal**  
**CRASHES** **CY 2014 (preliminary data)**  
**0**

**Highest Time Periods**

**Highest Days**

**Highest Months**

**CY 2013**  
**2** **Serious Injury**  
**CRASHES** **CY 2014 (preliminary data)**  
**2**

6:00am - 8:59am  
100% of Speed serious injury crashes

Saturday • Friday  
100% of Speed serious injury crashes

March • April  
100% of Speed serious injury crashes

**Highest Time Periods**

**Highest Days**

**Highest Months**

Midnight - 2:59am • 6:00pm- 8:59pm  
100% of Speed serious injury crashes

Sunday  
100% of Speed serious injury crashes

March • April  
100% of Speed serious injury crashes

## Crash Trends

Available Crash Data for Calendar Year (CY)	CY 2011†	CY 2012†	CY 2013†	CY 2014*†
TOTAL CRASHES	405	423	391	409
FATAL CRASHES	0	1	0	0
INJURY CRASHES	82	94	89	95
Speed Related Fatal Crashes	0	1	0	0
Percent of Speed Related Fatal Crashes to Total Fatal Crashes	0%	100%	0%	0%
Speed Related Injury Crashes	14	16	13	12
Percent of Speed Related Injury Crashes to Total Injury Crashes	17%	17%	15%	13%

† January 1st - June 15th  
\*preliminary data

## HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 112-141, Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21).
  
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
  - a. Level 1, for a paid advertising campaign of up to \$100,000:  
 At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the state used 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
  
  - b. Level 2, for a paid advertising campaign **greater than** \$100,000:  
 In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):
    - Mail surveys;
    - Telephone surveys;
    - Focus groups;
    - Mall intercept interviews;
    - Direct mailings;
    - Call-in centers;
    - Newspaper polls;
    - Household interviews;
    - Before and after approach, which compares system status before and after the introduction of the message; and
    - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
  
3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Sub Grantee purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Sub Grantee will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and Sub Grantee shall comply with applicable reporting requirements that may be specified in the Highway Safety Grant Program Manual and amendments thereto.

Sub Grantee must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be

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## Article 1. COMPLIANCE WITH LAWS

The Sub Grantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Sub Grantee shall furnish the Department with satisfactory proof of its compliance therewith.

## Article 2. STANDARD ASSURANCES

The Sub Grantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 23 U.S.C. 405, National Priority Safety Programs; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; 2 CFR Part 220; 2 CFR Part 225; 2 CFR Part 230; 2 CFR Part 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, formerly OMB Circular 110; OMB Circular A-102; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Sub Grantee assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub Grantee'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 authorized approving official of the Sub Grantee to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. 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.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia

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- H. The Sub Grantee will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Sub Grantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Sub Grantee. A matching report must be submitted with each reimbursement voucher.
- I. The Sub Grantee agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Sub Grantee agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (September 30), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Sub Grantee. In no case shall the Sub Grantee be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Sub Grantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Sub Grantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Sub Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

#### **Article 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Sub Grantee, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

#### **Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT**

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Sub Grantee's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in federal or state laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

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#### **Article 8. RECORDS**

The Sub Grantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Sub Grantee shall make such records available at its office for the time period specified in the Grant Agreement. The Sub Grantee further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Sub Grantee that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Sub Grantee's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

#### **Article 9. INDEMNIFICATION**

The Sub Grantee, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Sub Grantee, its officers, agents or employees. The Sub Grantee, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Sub Grantee is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 10. DISPUTES AND REMEDIES**

The Sub Grantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Sub Grantee in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

#### **Article 11. TERMINATION**

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Sub Grantee fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable federal, state or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

### **Article 15. PROCUREMENT AND PROPERTY MANAGEMENT**

The Sub Grantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in

- 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- 49 CFR, Part 19 (and 2 CFR Part 215), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

### **Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Sub Grantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

### **Article 17. RESEARCH ON HUMAN SUBJECTS**

The Sub Grantee shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

### **Article 18. ASSIGNMENT**

The Grant Agreement shall not be assignable by the Sub Grantee in whole or in part without the written consent of the Department.

### **Article 19. NONDISCRIMINATION**

- A. The Sub Grantee WILL COMPLY WITH ALL Federal Statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:
  - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
  - 2. 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;
  - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
  - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  - 5. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;

Project Director's Initials 



## Article 22. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business

Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

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

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

## Article 23. DEBARMENT/SUSPENSION

- A. The Sub Grantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
  2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Sub Grantee is unable to certify to any of the statements in this Article, such Sub Grantee shall attach an explanation to the Grant Agreement.
- C. The Sub Grantee is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Sub Grantee that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Sub Grantee shall furnish a copy of such certification.
- D. The Sub Grantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Project Director's Initials     JCD

**Article 27. ADDITIONAL PROVISIONS**

- A. Signature Authorized. The Sub Grantee's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles  
ATTENTION: Director of Virginia Highway Safety Office  
Post Office Box 27412  
Richmond, Virginia 23269-0001

**To Sub Grantee:**

City of Harrisonburg -  
POLICE DEPARTMENT -  
101 North Main Street -  
Harrisonburg, VA 22802 -  
-

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials *JLD*