

RESOLUTION NO. R14-79

A RESOLUTION OF THE CITY COUNCIL ACCEPTING A GRANT FROM THE MONTANA DEPARTMENT OF TRANSPORTATION FOR MONIES TO BE SPENT ON THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND AUTHORIZING THE MAYOR TO SIGN SAID GRANT.

WHEREAS, the City of Laurel has applied to the Montana Department of Transportation for a STEP grant; and

WHEREAS, the City of Laurel has been awarded the grant money for the Selective Traffic Enforcement Program focusing on impaired driving and occupant restraint violations; and

WHEREAS, the grant will fund police officer overtime hours in an effort to reduce crashes, injuries and fatalities associated with impaired driving; and

WHEREAS, it is in the best interest of the citizens of Laurel to accept the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana,

That the Mayor is authorized to sign the Montana Department of Transportation Grant documents.

Introduced at a regular meeting of the City Council on October 21, 2014, by Council Member Stokes.

PASSED and APPROVED by the City Council of the City of Laurel this 21st day of October, 2014.

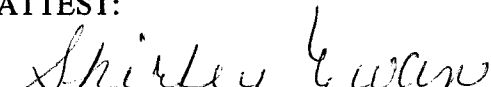
APPROVED by the Mayor this 21st day of October, 2014.

CITY OF LAUREL



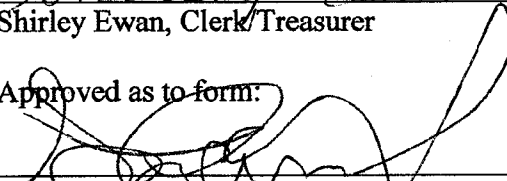
Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney



Processing Instructions for Contracts

Enclosed is your FFY15 Highway Traffic Safety Contract. An authorized individual from your agency is required to sign and date **both** originals of the contract. All signatures must be in ink.

By signing this contract, you agree:

- All funds will be used based on the project described in your application
- All expenditures must have been identified in your application to be eligible for reimbursement
- Reporting will be based on the objectives you submitted in the application (these are attached to the contract as Attachment B)
- Progress reports are required at least quarterly.

Do not alter the contract in any way. If you find an error, please contact your Transportation Planner Chad Newman, chnewman@mt.gov, 406-444-0856, for instructions.

Please return **both** originals of the signed contracts to:
State Highway Traffic Safety Office
Attn: Chad Newman
Montana Department of Transportation
PO Box 201001
Helena, MT 59620-1001

Please note the effective date of this contract on page 1, which is October 1, 2014. The ending date of your contract is September 30, 2015.

Once you have returned signed contract to MDT you are able to begin work on your project. MDT will return one complete signed original back to your organization.

For questions regarding your contract, please contact Chad Newman, chnewman@mt.gov, (406) 444-0856.

This Agreement is made and entered into by and between the MONTANA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and City of Laurel hereinafter called the "Grantee." Funds provided are described in the Catalog of Federal Domestic Assistance (CFDA), numbers 20.600, 20.601 & 20.602, awarded by the National Highway Traffic Safety Administration, Department of Transportation as authorized by 23 U.S.C. 402 et seq. Actual award is contingent upon the availability of NHTSA funding.

ARTICLE 1. PROJECT

Section 1.1 Purpose of Contract. This project provides assistance for the Grantee's highway traffic safety program.

Section 1.2 Scope of the Project. The Grantee shall implement and utilize project funding as described in the FFY2015 Grant Application for Highway Traffic Safety Funding, and provided in the objectives from your application (see attachment B). The Grantee shall use its best efforts to efficiently and economically complete the Project.

Section 1.3 Project Description. To provide officer overtime funding for the Selective Traffic Enforcement Program (STEP). See Exhibit A – Scope of Work.

Section 1.4 Period of Performance. This project shall be started by the Grantee within 10 days of **October 1, 2014**, and shall be completed no later than **September 30, 2015**, unless the Department grants express written approval.

Section 1.5 Costs of Project. The total funding for the project shall be **\$10,000.00**. If during the term of this agreement, federal funds are reduced or eliminated, the Department may immediately terminate or reduce the grant award upon written notice to the Project Director.

Section 1.6 Definitions. (a) "Major item of apparatus or equipment" means an item with a useful life of more than one year and costing \$5,000.00 or more per unit.

(b) "Traffic Safety purposes" means a project purpose which meets the State highway safety program, approved by the Secretary of Transportation, which is designed to reduce traffic crashes and the resulting deaths, injuries, and property damage from those crashes.

(c) "Useful life" means the expected, projected or actual period of time during which the equipment continues to function as designed without significant repair costs.

Section 1.7 Equipment All equipment, including tools, for which purchase reimbursement is sought, will be used exclusively for traffic safety purposes. The equipment purchases are subject to the following provisions:

(a) Any major item of apparatus and equipment for which reimbursement is sought and which is not identified specifically in the Proposal and approved as part of this Agreement shall be submitted in writing for approval by the Department prior to the purchase.

(b) A major item of apparatus or equipment must be obtained by proper competitive practices in accordance with State of Montana purchasing laws and regulations.

(c) The Grantee must certify that the equipment costs shown in the Proposal as direct costs are excluded from the items in the indirect cost calculation, if applicable.

(d) The Grantee agrees to properly title any vehicle or other equipment which requires a title by State statute, in Grantee's name.

(e) The Grantee agrees to activate the warranty on any equipment for which a warranty is available.

(f) The Grantee agrees to maintain records of any equipment, and make such records and equipment available for inspection by the Department or its authorized representatives.

- (g) The Grantee agrees to maintain the equipment for its stated program purposes for the useful life of the equipment.
- (h) The Grantee agrees to retain ownership and/or title to the equipment for the equipment's useful life, and shall not sell, convey or otherwise transfer title or ownership of the equipment to any other governmental or private party, except as stated in this Agreement.
- (i) The Grantee agrees to notify the Department if the equipment is not suited for its stated program purpose, or is not in actual use by Grantee as stated in the Agreement at any time during the useful life of the equipment. Grantee agrees it shall not discontinue use, abandon, store, or otherwise cease use of the equipment for any reason whatsoever, unless notification is provided to the Department.
- (j) The Grantee agrees that any equipment not in actual use by Grantee during the equipment's useful life may be recovered by the Department, and possession (or title where applicable) transferred or conveyed permanently to the Department for redistribution to other program recipients.
- (k) The Grantee agrees that any equipment which reaches the conclusion of its useful life may be disposed of by Grantee, with prompt notification to the Department.
- (l) The Grantee agrees that it shall maintain records of the disposition of the equipment after its useful life, for a period of three years beyond the disposition date.

Section 1.7 Insurance. During the Agreement term, the Grantee shall maintain insurance or self-insurance (property damage and liability) adequate to protect the federal share portion of Project facilities and equipment. Grantee will furnish proof of such insurance for the State's approval. Certificates of Insurance, indicating compliance with the required coverages, must be filed with the Purchasing Services Bureau within ten (10) working days of notice of award. This requirement, however, does not pertain to state and local government Grantees. The proof of insurance/exemption must be valid for the entire agreement period. Agreements will not be issued to Grantees that fail to submit insurance certification for proof of Workers' Compensation Insurance valid in the State of Montana or proof of exemption thereof.

Section 1.8 Reporting. Grantee shall advise the State in writing of project progress at such times and in such manner as the State may require, but not less than on a quarterly basis. Equipment shall be reported on an annual basis.

ARTICLE 2. TERMS AND CONDITIONS

Section 2.1 Termination. This agreement may be terminated at any time based upon mutual written consent of the parties. If it is considered to be in the best interests of the Department, the Department may terminate this Agreement upon giving ten (10) working days written notice to the grantee. If the agreement is so terminated prior to fulfillment of the terms stated herein, the Grantee shall be reimbursed only for actual expenses, both direct and indirect, incurred to the date of termination.

Section 2.2 Litigation. In the event of litigation concerning this agreement, venue shall only be in the First Judicial District Court of the State of Montana, Lewis and Clark County.

Section 2.3 Agreement Modification. Any change in the agreement will only be by written agreement of the Parties.

Section 2.4 Subcontracting. Grantee will not assign, sublet or transfer any part of this Agreement except by written subcontract, and with the prior written consent of the Department. The grantee must provide a copy of the draft subcontract to the assigned program manager for review and approval prior to finalization. Nothing contained within this document shall create any contractual relationships between any subgrantee and the Department.

Section 2.5 Indemnification. Grantee shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages

to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract, including all costs and attorney fees.

Section 2.6 Compliance with Laws. Some of the clauses contained in this agreement are not governed solely by Federal law, but are significantly affected by State law. The laws and regulations cited in this agreement are not all-inclusive of those which may apply to the successful completion of this agreement. The Grantee understands that it is its responsibility to learn which federal, state and local laws and regulations will apply to its operation under this agreement, and that Grantee is solely responsible for its lawful compliance with all laws and regulations, including those in the attached Non-Discrimination Notice.

Section 2.7 Access and Retention of Records. The Grantee agrees to provide the Department, USOT, the Legislative Auditor or their authorized agent access to any records to determine compliance with this agreement. The Grantee agrees to create and retain records supporting this agreement for a period of three (e) years after the completion date of the agreement or at the conclusion of any claim, litigation, or exception relating to this agreement taken by the Department or third party.

Section 2.8 Severability and Integration. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

Section 2.9 Waivers. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

Section 2.10 Seat Belt Policy. All grantees are required to adopt a seatbelt use policy that applies to all employees during work hours, whether traveling in a work vehicle or a personal vehicle, in compliance with state law. A copy of the policy will be provided to your assigned program manager.

ARTICLE 3. FEDERAL REQUIREMENTS

The Grantee understands that this agreement includes requirements specifically prescribed by Federal law or regulation. The Grantee acknowledges they have read, understood and agree to comply with all Highway Safety Grant (23 U.S.C, Chapter 4) requirements including applicable federal statutes and regulations that are in effect during the grant period.

Section 3.1 NONDISCRIMINATION. 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 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
- (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

- (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Section 3.2 Buy America Act. The 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.

Section 3.3 Political Activity (Hatch Act). The Grantee 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.

Section 3.4 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.

Section 3.5 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 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.

Section 3.6 Certification Regarding Debarment and Suspension. Instruction 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 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, 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.

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.

Section 3.7 Single Audit. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 USC 7501 et seq. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." For local governments and school districts, the Grantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau all other grantees such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Internal Audit Unit.

Agreement and Authorization to Proceed

Project Directors and Points of Contact

The following individuals will be the respective project directors and points of contact for the Department and Grantee.

Department:

Project Director:

- | | |
|------------|--|
| 1. Name | Janet Kenny |
| 2. Title | State Highway Traffic Safety Section Supervisor |
| 3. Address | Montana Department of Transportation
P.O. Box 201001
Helena, MT 59620-1001 |
| 4. Phone | (406) 444-7417 |
| 5. Fax | (406) 444-9409 |
| 6. Email | jakenny@mt.gov |

Point of Contact:

- | | |
|------------|--|
| 1. Name | Chad Newman |
| 2. Title | Program Manager – Law Enforcement Programs |
| 3. Address | Montana Department of Transportation
P.O. Box 201001
Helena, MT 59620-1001 |
| 4. Phone | (406) 444-0856 |
| 5. Fax | (406) 444-9409 |
| 6. Email | chnewman@mt.gov |

Grantee:

Project Director:

- | | |
|------------|---------------------------------------|
| 1. Name | Rick Musson |
| 2. Title | Chief of Police |
| 3. Address | 215 West 1st Street, Laurel, MT 59044 |
| 4. Phone | 406-628-8737 |
| 5. Fax | |
| 6. Email | rmusson@laurel.mt.gov |

Point of Contact:

- | | |
|------------|--------------------|
| 1. Name | MarkGuy |
| 2. Title | Sergeant |
| 3. Address | |
| 4. Phone | 406-628-8737 |
| 5. Fax | |
| 6. Email | mguy@laurel.mt.gov |

Fiscal contact:

- | | |
|------------|-------------------------|
| 1. Name | Shirley Ewan |
| 2. Title | Clerk/Treasurer |
| 3. Address | |
| 4. Phone | 406-628-8456 x2 |
| 5. Fax | |
| 6. Email | cityclerk@laurel.mt.gov |

12 11 10 9 8 7 6 5 4 3 2 1

Agreement and Authorization to Proceed

Authorizing Official of the Grantee

- 1. Name Mark A. Mace
- 2. Title Mayor
- 3. Address 115 West 1st Street, Laurel, MT 59044
- 4. Phone 406-628-8456
- 5. Fax
- 6. Email citymayor@laurel.mt.gov

7. Signature Mark A. Mace

10/21/2014
Date

Delegation of Managing authority

To Project Director:

- 1. Name Rick Musson
- 2. Title Chief of Police
- 3. Address 215 West 1st Street, Laurel, MT 59044
- 4. Phone 406-628-8737
- 5. Fax
- 6. Email rmusson@laurel.mt.gov

7. Signature Rick Musson

10.2.14
Date

Montana Department of Transportation Approval

- 1. Name/Title Lynn Zanto/ Rail, Transit, Planning Division Administrator
- 2. Address Montana Department of Transportation
PO Box 201001, Helena MT 59620-1001
- 3. Phone (406) 444-3445
- 4. Email lzanto@mt.gov

5. Signature Lynn Zanto

Date

Legal Advisor for contract content

- 1. Name/Title MDT Counsel, Legal Services
- 2. Address Montana Department of Transportation
PO Box 201001, Helena MT 59620-1001

3. Signature [Signature]

Advisor for civil rights content

- 1. Title MDT Civil Rights Bureau
- 2. Address Montana Department of Transportation
PO Box 201001, Helena MT 59620-1001

3. Signature Lynna O'Connor

EXHIBIT A
Scope of Work

I. Purpose

Given that the majority of traffic collisions are preventable, there is a need for effective education combined with proactive enforcement to increase motorists' knowledge about traffic safety risk factors, and deter poor driver choices/behavior. The purpose of this contract is to reduce crashes, injuries and fatalities associated with impaired driving and lack of proper occupant restraint through High Visibility Enforcement. The Selective Traffic Enforcement Program (STEP) funds officer overtime so they can conduct traffic patrols to deter impaired driving and occupant restraint violations. STEP is used to provide High Visibility Enforcement on local high crash corridors and at high-risk time frames such as rodeos, fairs, and community events that have a history of high fatality rates and injuries caused by impaired driving and non-seatbelt usage.

II. Objectives

Provide High Visibility Enforcement through collaboration with other law enforcement agencies during the following:

- A. National mobilizations (Winter Holiday, Memorial Day and Labor Day Mobilizations)
- B. State high-risk time frames and events (4th of July)
- C. Local high-risk time frames and special events (rodeos, County Fairs, Concerts etc.)

III. Use of STEP Funds

- A. STEP funds shall only be used for officer overtime patrols focusing on Impaired Driving and Occupant Protection.
- B. STEP funds may be used for OFFICER administrative (report writing and investigative) duties and court proceedings stemming from DUI arrests made during STEP funded patrols.

IV. Responsibilities

Conduct high visibility traffic enforcement (HVE).

- A. STEP grant funds shall be used only for funding overtime shifts and shall not be used to fund base salaries.
- B. Only DUI certified officers may participate in STEP overtime patrols.
- C. Generate media publicity to enhance the visibility of the extra traffic patrols (see "Earned media" below for more information).
- D. Special focus must be given to impaired drivers and occupants seen not wearing seatbelts.
- E. Conduct quarterly saturation patrols during high-risk timeframes ("sustained" enforcement) and mobilization overtime activities as required.
 - o A minimum of three patrols must be conducted each quarter.
 - o A minimum of four additional patrols must be conducted during the national mobilizations and state high-risk timeframes.
 - o Each shift should be a minimum of 4 hours long and should not exceed a 12-hour shift according to safety guidelines documented by the International Association of Chiefs of Police.
- F. We recognize that officers assigned to STEP patrols may be called away to assist other officers with non-traffic related duties. If these activities comprise of more than a quarter of the shift, please do not include this time in the reimbursement request.
- G. Coordinate and participate in multi-jurisdictional law enforcement efforts in order to maximize the public's perception that HVE is underway.

Earned media

The contractor will contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled HVE patrols. This will be done in an effort to make the public aware of the traffic enforcement activities law enforcement is performing and law enforcement's commitment to traffic safety.

Communication will include acknowledgement of the Montana Department of Transportation's support and funding for this program.

Public Information & Education Support

The contractor is expected to partner with the media, Traffic Safety Stakeholders and DUI task forces to provide support and education related to traffic safety.

The State Highway Traffic Safety Section will provide a list of contact names and phone numbers traffic safety stakeholders such as DUI Task Forces.

V. Implementation Plan & Deliverables

Action Item
1. Use only DUI certified officers for STEP overtime patrols.
2. Collaborate with nearby law enforcement agencies to schedule High Visibility Enforcement STEP shifts within the identified targeted enforcement corridors (if applicable). Scheduling should take the following into consideration: a. Time of day (when DUI is most likely to occur) b. Special events c. Local high risk corridors (based on local data)
3. Contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled STEP patrols.
4. Participate in the three national mobilizations: a. Winter Holiday Season (November 24, 2014 – January 1, 2015) b. Memorial Day mobilization (May 19 – June 1, 2015) c. Labor Day mobilization (August 15 – September 1, 2015)
5. Participate in the two state/local high-risk timeframes of your choice such as: The 4 th of July holiday weekend and a rodeo, County Fair etc.
6. Collaborate with MHP's Safety Enforcement Traffic Team (SETT) as necessary.
7. Collaborate with MHP on investigating over-service as it relates to DUI arrests and crashes.
8. Submit a tentative plan for STEP patrols by October 30, 2014.

VI. Reporting Criteria

The project director will submit reports to the State Highway Traffic Safety Section as follows:

Report required	Due
Sustained enforcement and Mobilization plans (must be submitted electronically @ https://app.mdt.mt.gov/step/)	October 30, 2014
Period 1 Report October 2014 – January 31, 2015 (Includes Winter Holiday Mobilization) one invoice, two reports	February 15, 2015
Period 2 Report February – Memorial Day Mobilization 2015 one invoice, two reports	June 15, 2015
Period 3 Report June – Labor Day Mobilization, 2015 one invoice, two reports	September 15, 2015
Final Report – September, 2015	October 30, 2015

Reports will describe progress in meeting the contract goal and deliverables, and address any challenges or problems encountered in developing and implementing the programs as agreed upon. Reports will be submitted electronically @ <https://app.mdt.mt.gov/step/>

VII. Reimbursement

Invoicing for reimbursement will be submitted using the online system @ <https://app.mdt.mt.gov/step/>

Program Manager
Chad Newman State Highway Traffic Safety Section Montana Department of Transportation PO Box 201001 Helena, MT 59620-1001 Phone: (406) 444-0856 Fax: (406) 444-9409 Email chnewman@mt.gov

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free of discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination on the grounds of race, color, national origin, sex, age, physical or mental disability, parental/marital status, pregnancy, religion/creed/culture, political belief, genetic material, veteran status, or social origin/ancestry (hereafter "protected classes"). by its employees or anyone with whom MDT chooses to do business.

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statues and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 200d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.