Colorado Department of Transportation Office of Transportation Safety FY 2015 Speed Mini Grant Application

The Colorado Department of Transportation (CDOT), Office of Transportation Safety (OTS) is offering law enforcement agencies the opportunity to apply for Speed Enforcement and Control mini-grants to help support upgraded or additional speed equipment and enforcement efforts in FY2015.

Application requirements:

- CDOT will require agencies selected to focus on at least one night time (2100-0300 hrs.) speed enforcement element which will address other violations encountered such as DUI, and Failure to Use Safety Belts.
- Selected Law Enforcement agencies will be required to report on their progress of speed enforcement and control activities, using the period before CDOT funding as a baseline.
- Agencies will be eligible to apply for mini grants up to \$4,950.00
- Selected Law Enforcement agencies are not eligible to apply for other speed enforcement and/or control grants in the same fiscal as the awarded mini-grant

Project purpose:

The purpose for the Speed Enforcement and Control Mini Grant funds is:

- To provide updated speed measuring and /or control equipment to Law Enforcement agencies that is in need of upgraded or additional equipment.
- To enable the Law Enforcement agencies to create and/or continue with speed enforcement and control projects in their area.

Date of Application/Proposal:
Name of Law Enforcement Agency:
Mailing Address:
County:
Duningt Titles
Project Title:
Project Director:
Phone:
Total Dollar Amount Requested (not to exceed \$4,950.00):
Total Donal Amount Requested (not to exceed \$4,750.00).
Project Dates:
Project Dates:

Please return completed document to:

Leslie Chase Colorado Department of Transportation Office of Transportation Safety 4201 East Arkansas Avenue Denver, Colorado 80222 (303) 512-5003, FAX (303) 757-9078

Project Summary

In 1-2 typed pages please describe the following topics in narrative form. <u>Hand written applications will not be accepted.</u>

- 1. <u>Problem Identification</u> (describe the speed problem in your area)
- 2. Project Goals (clearly state what you want to accomplish)
- 3. <u>Project Activities</u> (describe the activities to accomplish the goal). Include your nighttime speed enforcement element of the project
- 4. <u>Project Evaluation</u> (how do you plan to measure the outcome of your activities?)

Budget Summary & Narrative

Provide a justification and explanation for budget items requested. Please use additional pages if necessary. If the space below is adequate, please use it.

(Cannot exceed \$4,950.00)				
Tota	al amount Requested	\$		
2.	Operating Expenses	\$		
1.	Salaries	\$		

Certifications and Assurances

It is hereby understood that this Application and attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on guidelines found in 49 CFR, Part 18 and 2 CFR, Part 225, in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

- Reports The Contractor shall submit quarterly reports, a final report at end of project, and submit special reports as outlined in the Project Agreement. Please read Reporting Requirements, following this section.
- 2) Copyrights, Publications, and Patents Where activities supported by this project produce original copyright material, the Contractor may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) <u>Termination</u> This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) Fiscal Records Complete and detailed accounting records will be maintained by the Contractor of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, state, or CDOT auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) Funding The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent not later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management The allowability of costs incurred and the management of this project shall be determined in accordance with 2 CFR, Part 225 and 49 CFR, Part 18 for state and local agencies, 2 CFR, Part 220 and 2 CFR, Part 215 for educational institutions, and 2 CFR, Part 230 for nonprofit entities.
- 7) Obligation Funds Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) <u>Changes</u> The Contractor must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.

- 9) Program Income The CDOT Safety programs encourage Contractors to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Contractor directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency matching requirements. The Contractor is responsible for reporting all program income according to federal and state requirements.
- 10) <u>Purchases</u> Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.
- 11) <u>Third Party Participants</u> No contracts or agreements may be entered into by the Contractor related to this project, which are not incorporated into the project agreement and approved in advance by CDOT. The Contractor will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.
- 12) Participation by Disadvantaged Business Enterprises The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 13) Non Discrimination In the performance of this agreement the Contractor, by its signature below, certifies and assures that it shall 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 (P.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 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §791 et seq.), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) The American with Disabilities Act of 1990, as amended (42 U.S.C. §§12111-12213) which prohibits discrimination on the basis of disability (and 49 CFR Part 37); (e) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.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(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) 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. The Contractor shall not discriminate on the basis of race, color, national origin, sex. religion, age, creed. Vietnam Era and Disabled Veterans status or sensory. mental or physical handicap in the provision of any terms and conditions of

- employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.
- 14) <u>Political Activities</u> No funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 15) Single Audit —All non-Federal entities that expend \$500,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Non federal entities include States, Local Governments, and Non-Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.
- 16) <u>Safety Belt Policy</u> No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
- 17) <u>Drug Free Workplace</u> In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor's workplace.
- 18) <u>Colorado Standard Field Sobriety Testing</u> All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.
- 19) <u>Debarment and Suspension</u> The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 20) Lobbying None of the funds under this program shall 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.

Reimbursement Requirements

CDOT funds grants on a "cost reimbursement" basis only. CDOT will not make payments in advance or in anticipation of goods or services.

Unallowable Project Costs: All projects must follow appropriate state and federal funding regulations. Examples of unallowable project costs include, but are not limited to, the following:

- Office furniture and fixtures;
- Routine roadway construction or maintenance; and
- Funds that supplant existing budgets*

Federal regulations prohibit supplanting of funds. Examples of supplanting include: replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or using Federal grant funds for cost of activities that constitute general expenses required to carry out the overall responsibilities of state, local or Federally recognized Indian tribal government.

Signature Requirements

I declare under penalty of perjury in the second degree, and any of the applicable state or federal laws, that the statements made and contained under the title Certification and Assurances above are true and complete to the best of my knowledge.

I have read and understand the above Reimbursement requirements and will comply with these requirements made and contained herein.

Applicant agency/organization Authorizing Official (person with contracting authority):

Name Title Address (if different than above) email telephone	Signature of Authorized Official *	Date	
Name Title	Address (if different than above)	email	telephone
	Name	Title	

^{*} This application will not be considered for funding if the Authorized Official has not signed