

INTRODUCED: March 13, 2023

AN ORDINANCE No. 2023-081

To authorize the Chief Administrative Officer to accept funds in the amount of \$12,882.00 from the Virginia Department of Motor Vehicles and to amend Ord. No. 2022-056, which adopted the Fiscal Year 2022-2023 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Department of Police’s DMV Traffic Enforcement and Safety Initiative Special Fund by \$12,882.00 for the purpose of funding police traffic enforcement and safety initiatives in the city of Richmond.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 27 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is authorized to accept funds in the amount of \$12,882.00 from the Virginia Department of Motor Vehicles for the purpose of funding police traffic enforcement and safety initiatives in the city of Richmond.

§ 2. That Ordinance No. 2022-056, adopted May 9, 2022, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2022, and ending June 30, 2023, and made appropriations pursuant thereto, be and is hereby amended by increasing estimated revenues from

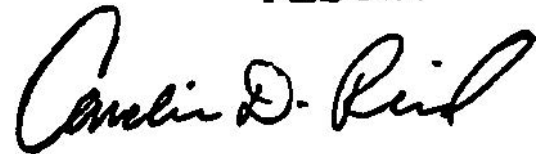
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 27 2023 REJECTED: _____ STRICKEN: _____

the funds accepted pursuant to section 1 of this ordinance by \$12,882.00 and increasing the amount appropriated to the Department of Police's DMV Traffic Enforcement and Safety Initiative Special Fund by \$12,882.00 for the purpose of funding police traffic enforcement and safety initiatives in the city of Richmond.

§ 3. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Carol D. Reed". The signature is written in a cursive style with a large initial "C".

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: February 4, 2023

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer *Sabrina Joy-Hogg* On behalf of Lincoln Saunders

THROUGH: Sabrina Joy-Hogg, DCAO Finance and Administration

THROUGH: Sheila D. White, Director of Finance *Sheila White*

THROUGH: Jason May, Director of Budget and Strategic Planning

FROM: Richard G. Edwards, Acting Chief of Police

RE: Acceptance of grant funds to support the Department of Motor Vehicles Traffic Enforcement & Safety Initiatives

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) to accept \$12,882.00 from the Department of Motor Vehicles (DMV) and appropriate the same to the FY2023 Special Fund Budget to support Traffic Enforcement and Safety Initiatives.

REASON: The Adopted 2023 Special Fund Budget for DMV Traffic Enforcement & Safety Initiatives is \$155,368.00. Subsequently, the City of Richmond Police Department was awarded three grants from DMV totaling \$168,250.00, which is \$12,882.00 greater than the amount appropriated by the FY 2023 Adopted Special Fund Budget.

RECOMMENDATION: It is recommended that this funding is accepted and appropriated to the Richmond Police Department FY 2023 Special Fund Budget for DMV Traffic Enforcement & Safety Initiatives.

BACKGROUND: The National Highway Safety Act of 1966 provides federal grants to states to support coordinated national highway safety programs. The Virginia Highway Safety Office (VAHSO) is responsible for administering these federal highway safety funds and serves as a valuable resource to the Virginia Legislature

on highway safety issues. The VAHSO also serves in a coordinating role in various highway safety-related initiatives.

The VAHSO provides grants for programs to reduce fatalities, injuries, and related economic losses resulting from traffic crashes on Virginia's roadways. Local governments, law enforcement agencies, state agencies, academic institutions, and private non-profits can apply for National Highway Traffic Safety Administration pass-through funding for projects related to various areas of highway safety. Funding areas include but are not limited to the following:

- Alcohol and Impaired Driving
- Occupant Protection - Safety Belt and Child Passenger Safety
- Aggressive Driving and Speeding
- Traffic Records
- Pedestrian and Bicycle Safety
- Motorcycle Safety
- Roadway Safety

The Richmond Police Department receives funding for three areas: Police Traffic Services, Alcohol, and Pedestrian.

FISCAL IMPACT / COST: These funds will increase the FY23 Special Funds Budget.

FISCAL IMPLICATIONS: The addition of these funds (\$12,882.00) will allow the Richmond Police Department an opportunity to financially support the DMV Traffic Enforcement Safety Initiatives for the City of Richmond.

BUDGET AMENDMENT NECESSARY: Yes. This request amends the FY23 Special Fund Budget.

REVENUE TO CITY: The City of Richmond will add \$12,882.00 to the FY23 Special Funds Budget.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: March 13, 2023

CITY COUNCIL PUBLIC HEARING DATE: March 27, 2023

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Public Safety

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Department of Finance, Department of Budget and Strategic Planning, and the Richmond Police Department

RELATIONSHIP TO EXISTING ORD. OR RES.: This amends the Special Fund Budget, Ordinance 2022-056

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Grant Award, Special Fund Agency Detail, Special Fund Description by Agency

STAFF:

Richard G. Edwards, Acting Chief of Police, Richard.Edwards@rva.gov

Victoria N. Pearson, Civilian Deputy Chief, Victoria.Pearson@rva.gov

Albert B. Stokes, Jr., Civilian Deputy Chief, Albert.Stokes@rva.gov

Matthew E. Peanort, III. Deputy Director, Matthew.Peanort@rva.gov

GiTonya L. Parker, Grants Manager, GiTonya.Parker@rva.gov

SPECIAL FUND SUMMARY BY AGENCY

SPECIAL FUND SUMMARY BY AGENCY

Agency	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted	FY 2023 Adopted
Adult Drug Court	\$358,615	\$238,885	\$500,000	\$500,000
Animal Care and Control	82,118	68,651	75,000	75,000
Circuit Court	260,948	164,054	640,000	660,000
Citizen Service and Response	—	—	150,000	—
City Attorney	1,501,829	2,333,889	696,435	696,435
City Council	—	—	261,869	261,869
Commonwealth Attorney	827,714	849,515	932,908	1,030,908
Community Wealth Building	1,642,545	1,113,329	2,394,866	395,000
Criminal/Manchester Court	4,913	113,511	150,000	—
Economic Development	1,657,077	4,200,246	2,944,918	—
Emergency Communications	4,772,428	13,312,649	6,107,000	6,003,000
Finance	400,428	444,918	—	—
Fire & EMS	1,347,111	683,734	1,047,050	1,128,330
Housing and Community Development	9,515,052	8,594,703	20,200,340	18,097,785
Human Services	204,450	140,075	—	—
Justice Services	1,419,311	1,393,389	2,084,500	2,362,049
Library	473,811	523,360	339,000	320,047
Office of the Mayor	85,481	—	—	—
Office of the Press Secretary	(27,225)	—	—	—
Parks, Recreation and Community Facilities	1,189,264	790,917	2,361,627	3,466,839
Planning and Development Review	416,225	161,846	800,000	800,000
*Police	803,854	760,533	2,063,000	2,375,284
Public Works	31,672,792	33,375,113	55,111,627	54,717,378
Retirement	1,494,261	1,591,599	1,943,586	2,049,848
Sheriff and Jail	577,336	590,940	1,835,000	3,472,500
Social Services	12,331,935	14,332,509	15,870,081	17,059,385
Special Magistrate	—	127,829	—	—
Strategic Communications & Civic Engagement	—	—	—	150,000
Total Special Fund	\$73,012,273	\$85,906,193	\$118,508,807	\$115,621,657

SPECIAL FUND AGENCY DETAIL

Agency	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted	FY 2023 Adopted
<p>The recently adopted Public Art Master Plan discusses a variety of programs (e.g., Conservation & Maintenance) and funding opportunities (Non-CIP grants and donations) that could support public art in the City. The creation of this special fund would provide mechanism for these funds to be deposited in an account specifically designed for public art use not related to the existing Percent for Art Program.</p>				
Public Art Commission			100,000	100,000
<p>This program is funded through a five percent permit fee for the purpose of upgrading and/or replacing applications and other relevant technology to improve business processes to enhance customer service, plan and project review, and approval.</p>				
Permitting and Inspection Technology Renewal Fund	237,256	161,846	700,000	700,000
CDBG	178,969	-	-	-
Total Agency Special Funds	\$416,225	\$161,846	\$800,000	\$800,000
POLICE				
<p>Participation of the Richmond Police Department to participate in the United States of Justice Program to share assets seized as a result of investigations of drug related crimes. Funds are distributed on a percentage basis to the Richmond Police Department, federal law enforcement and any other local or state agencies participating in the investigations.</p>				
Federal Asset Forfeiture	56,886	37,197	300,000	300,000
<p>This fund was established to permit the Richmond Police Department to participate in the Virginia Department of Criminal Justice Service Program to share assets seized as a result of investigations of drug related crimes. Funds are distributed on a percentage basis to the Richmond Police Department, federal law enforcement and any other local or state agencies participating in the investigations.</p>				
State Asset Forfeiture	255,390	258,333	500,000	500,000
JAG Youth Engagement Program	-	142,564	-	-
<p>The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states, tribes, and local governments to support a board range of activities to prevent and control crime based on their own local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas: 1.Law enforcement programs. 2.Prosecution and court programs. 3.Prevention and education programs. 4.Corrections and community corrections programs.5.Drug treatment program.6.Planning, evaluation, and technology improvement programs.</p>				
Edward Byrne Justice Asst. Grant (JAG)	168,243	227,469.58	200,000	152,346
<p>Support the implementation of highway safety projects related to supporting Statewide goals; identify problems experienced by crash severity problems; incorporate alcohol awareness and occupant protection safety. Focused goal - to reduce the number of pedestrian related injury crashes and fatal crashes and also bicycle related injury crashes and fatalities.</p>				
* DMV Traffic Enforc. & Safety Initiative	138,217	95,013	170,000	155,368
<p>The Department of Criminal Justice Service provided funding to RPD for crime prevention activities. The activities include monthly meetings, field trips, training and dissemination of literature for seniors.</p>				
TRIAD	-	-	3,000	3,000
Washington/Baltimore HIDTA	134,288	-	-	-
<p>The Cal Ripken, Sr. Foundation provides grant funding for the Badges for Baseball program. Youth and volunteers (RPD personnel) meet for six to eight weeks to learn baseball fundamentals and the Healthy Choices program curriculum. Funding is also provided to purchase baseball equipment, team apparel and pay overtime for officers.</p>				
Cal Ripken	3,581	(45)	5,000	5,000

SPECIAL FUND AGENCY DETAIL

Agency	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted	FY 2023 Adopted
<p>The purpose of this fund is to assist local, state, and federal partners with prevention and response to acts of terrorism within the Richmond region. Funding supports training and equipment to RPD to assist local, state, and federal partners in proactive security efforts and response to acts of terrorism in the Richmond region through mutual aid agreements/Equipment includes bomb detection and disposal equipment, mobile command vehicles, etc.</p>				
VDEM/Homeland Security				150,000
<p>Address drug-related issues by supporting and collaborating with prevention partners, treatment, and law enforcement.</p>				
Project Safe Neighborhood (OAG)	12,615	—	100,000	75,000
<p>The purpose of this special fund is to support needed law enforcement equipment, leadership development, community outreach, and gang reduction and intervention programs.</p>				
Department of Criminal Justice Services	—	—	300,000	257,500
<p>Provide prevention and intervention services, resources, and programs to assist in the diversion of youth from the criminal justice system and to support youth programs and initiatives.</p>				
Community Oriented Policing Services (COPS)	—	—	100,000	—
Local Law Enforcement Crime Gun Intelligence Center Integration Initiative	—	—	175,000	—
<p>The City of Richmond is authorized to assess a \$5.00 fine on each criminal or traffic case in the locality. The funds are to be used to fund software, hardware and associated equipment costs for the implementation and maintenance of an electronic summons system.</p>				
Police E-ticket Special Fund	—	—	200,000	200,000
<p>The Virginia Rules Camp is a law-themed summer day-camp experience for youth hosted by Virginia Law enforcement agencies. Virginia Rules camps offer young people a fun, healthy way to spend a summer week, interactive instruction on Virginia law, and the opportunity to build positive relationships with law enforcement officers that serve their communities.</p>				
Virginia Rules Camp	—	—	10,000	—
OAG Violent Crimes	34,634	—	—	—
<p>Support various community outreach initiatives, law enforcement equipment, leadership development, gang reduction intervention programs, and project safe neighborhood initiatives.</p>				
Office of the Attorney General	—	—	—	190,000
<p>Support attendance at nationally certified de-escalation training programs and build agencies' internal capacity to provide de-escalation training to officers.</p>				
Community Policing Development (CPD) De-Escalation Training Project	—	—	—	125,000
<p>Develop the capacity of law enforcement to implement community policing strategies by guiding promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.</p>				
Community Policing Development (CPD) Microgrant - Implementing the Credible Messengers Program	—	—	—	112,070
Coronavirus Emergency Supplemental Fund (CESF)	—	—	—	150,000
Total Agency Special Funds	\$803,854	\$760,533	\$2,063,000	\$2,375,284

PUBLIC WORKS

The purpose of this grant is to address the problem of litter in the city. Funding is based on city population and used for in-school education, citywide promotional activities and neighborhood cleanups.



COMMONWEALTH of VIRGINIA

Department of Motor Vehicles

2300 West Broad Street

Linda B. Ford
Acting Commissioner

Post Office Box 27412
Richmond, VA 23269-0012

August 1, 2022

Harold Giles
Lieutenant
Richmond City
200 W. Grace Street
Richmond, VA 23219

Dear Harold Giles:

Safety has been and will continue to be a high priority in Virginia's overall transportation system. The Youngkin administration is committed to ensuring that safety is the highest priority in the development of the Commonwealth's multi-modal transportation system.

I am pleased to inform you that the highway safety project proposal(s) listed below is approved for pass-through grant funding from the National Highway Traffic Safety Administration (NHTSA) for Federal Fiscal Year (FFY) 2023.

<u>Project Number</u>	<u>Project Title</u>	<u>Amount Approved</u>
BPT-2023-53164-23164	Selective Enforcement - Police Traffic Services	\$ 90,000.00
SPS-2023-53151-23151	Selective Enforcement - Pedestrian/Bicycle	\$ 8,450.00
ENF_AL-2023-53160-23160	Selective Enforcement - Alcohol	\$ 69,800.00

The availability of funds under this grant is contingent upon two conditions: (1) the project director and the fiscal contact responsible for the financial management of your grant(s) must attend a grantee workshop and (2) the release of federal funds to the Commonwealth. Your assigned project monitor will be contacting you to provide the dates and locations for this mandatory training.

You will receive the Highway Safety Grant Agreement package after the training session. As an award recipient, it is important that you read and follow the information, including the Code of Federal Regulations, carefully. If you have any questions regarding the conditions, please contact the project monitor assigned to your grant(s).

Thank you for your commitment and participation in improving highway safety. We look forward to the positive impact that your project(s) will have on making our roadways safer.

Sincerely,

Linda B. Ford
Acting Commissioner

LBF/sm
Project Monitor: Michael Nash - Richmond Region 3



Department of Motor Vehicles
Grant Budget Lines

ENF_AL-2023 - 53160 - Richmond City

PM: Marsha Benjamin

Project Director Initials: MB

Date: 8/27/2023

Date Run: 18-JUL-2022

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	SE OT 1000 hours	1	65,000.00	65,000.00	65,000.00	0.00
Training / Travel	Attend VAHSO approved training	4	1,200.00	4,800.00	4,800.00	0.00
Matching Funds	fuel and maintenance of vehicles	1	34,900.00	34,900.00	0.00	34,900.00
Total:			104,700.00	104,700.00	69,800.00	34,900.00

Subrecipient Name: Richmond City Project #: ENF-AL-2023-53160-23160

STATEMENT OF WORK AND SPECIAL CONDITIONS

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

a. List Specific Program Elements:

For October 1, 2022 through December 31, 2022

Estimated 100 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 20 number of saturation/individual patrols

For January 1, 2023 through March 31, 2023

Estimated 200 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 25 number of saturation/individual patrols

For April 1, 2023 through June 30, 2023

Estimated 350 number of overtime hours to be used

Estimated 2 number of checkpoints

Estimated 40 number of saturation/individual patrols

For July 1, 2023 through September 30, 2023

Estimated 350 number of overtime hours to be used

Estimated 2 number of checkpoints

Estimated 40 number of saturation/individual patrols

b. To conduct a minimum of 1 checkpoints and/or 0 saturation/individual patrols during the mandatory national Click It or Ticket Mobilization period in November 2022 and May 2023. Pre and post survey will be required. Mobilization data must be entered into TREDIS (Traffic Records Electronic Data System).

c. To conduct a minimum of 1 checkpoints and/or 4 saturation patrols for the mandatory Drive Sober or Get Pulled Over (DSOGPO) Mobilizations periods in December 2022 and August 2023. Mobilization data must be entered into TREDIS.

d. To have 4 (number) sworn officers attend 2 (number) DMV approved traffic safety-related training events (e.g., DUI Conference, Virginia Highway Safety Summit, Field Sobriety Testing).

*Not in app
Dish FB*
e. Increase number of breath testing units in active use from 124 to 124. (If approved, all units must be ordered by December 31, 2022 and put in service by March 31, 2023.)

Project Director HLL
Initial

8/31/2022
Date

Subrecipient Name: Richmond City Project #: ENF-AL-2023-53160-23160

2. The subrecipient must contribute to the overall State Highway Safety Plan goal's:

a. ALCOHOL

STATEWIDE GOAL: Reduce alcohol impaired driving fatalities 4 percent from 249 to 239 by December 31, 2023.

AGENCY GOAL:

Check the box or boxes that apply for your agency goal and complete.

To reduce alcohol-impaired driving fatalities from 4 to 2 and reduce serious alcohol-related injuries from 29 to 14 by December 31, 2023.

To maintain 0 alcohol-related fatalities and/or 0 serious alcohol-related injuries.

To assist _____ (county/city) in reducing overall alcohol fatalities and serious alcohol-related injuries. (To be used by towns that do not have any fatalities and/or serious injuries.)

b. Subrecipient must participate in Drive Sober or Get Pulled Over (DSOGPO) Mobilizations (December 2022 and August 2023) and enter selective enforcement data electronically through TREDS.

c. Subrecipient must participate in the national Click It or Ticket (CIT) activities (November 2022 and May 2023) to include pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDS.

d. BASED ON ALCOHOL-RELATED CRASH DATA (using crash data from VAHSC or other approved local crash information):

60 percent of alcohol selective enforcement activities are to be conducted

between the hours of 6pm - 3am

with special emphasis on the following days of the week: Thursday, Saturday

The remaining 40 percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

e. Monitor agency goal and statewide goal quarterly to determine if project efforts are being effective or if adjustments are needed. If adjustments are needed to address the current needs, contact assigned Project Monitor.

f. Enforcement is to be conducted using data-identified problem locations.

g. Reimbursement vouchers will be submitted _____ monthly or quarterly. Only check one option and this option will be effective for the entire FY2023 grant year.

h. To assist with educational highway safety messaging with posting at least 2 highway safety message(s) per quarter on agency social media platform or agency website.

i. Grant-funded equipment must be ordered by December 31, 2022 and put in service by March 31, 2023. Documentation concerning use must be maintained.

j. Subrecipient must submit a completed monitoring report (TSS 1-A) to their DMV Project Monitor by specific assigned dates.

k. Subrecipient must attend all mandatory DMV grant-related trainings.

Project Director HLL
Initial

8/31/2022
Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education 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 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
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 Period of Performance. 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 or Subrecipient used 154, 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):

 1. Mail surveys;
 2. Telephone surveys;
 3. Focus groups;
 4. Mall intercept interviews;
 5. Direct mailings;
 6. Call-in centers;
 7. Newspaper polls;
 8. Household interviews;
 9. Before and after approach, which compares system status before and after the introduction of the message; and
 10. 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 Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient 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 Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA 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 agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials HLW Date 8/31/2022

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439; 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313; the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Period of Performance under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Single Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 95-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV no later than nine months after Subrecipient's fiscal year end date unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after November 5 will be denied.

Project Director's Initials WU Date 8/31/2022

Article 1. COMPLIANCE WITH LAWS

Subrecipient 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 Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); 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, Subrecipient 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 Subrecipient'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 Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. 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.
- E. 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.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. 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 Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

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The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Period of Performance as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient. Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.
- E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.
- F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.
- G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department. Indirect cost references and information can be found in various parts of 2 CFR Part 200.
1. Subrecipient 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 Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. A match report and supporting documentation must be submitted with each reimbursement voucher. Subrecipient must also keep documentation related to matching funds in their project file.
- J. Subrecipient agrees to submit Requests for Reimbursement on a quarterly basis or no more than one request per month, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final

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Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Period of Performance or November 5.

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

- K. 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.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Period of Performance specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Period of Performance. Preference for funding will be given to those projects for which Subrecipient 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.
- M. 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, Subrecipient 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 Period of Performance, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Suspension or 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 Period of Performance 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 Subrecipient'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.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Period of Performance specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Suspension or Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the

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same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient 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 Subrecipient 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 Subrecipient'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. CONFIDENTIALITY

Distribution of privileged information, as described at Va. Code § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed,

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Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

Article 10. INDEMNIFICATION

Subrecipient, 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 Subrecipient, its officers, agents or employees. Subrecipient, 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 Subrecipient 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 11. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient 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 12. SUSPENSION OR TERMINATION

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient 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 suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or
- C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Period of Performance specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 13. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work

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specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 14. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred or any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 15. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 16. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient 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 2 CFR Part 200 and 2 CFR Part 1201.

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

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Article 19. 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, Subrecipient 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 20. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 83-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 21. ASSIGNMENT

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

Article 22. NONDISCRIMINATION

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
 2. 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);
 3. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 4. 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;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 7. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (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) and 49 CFR Parts 37 and 38;
 8. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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); and
 9. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of

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limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087-74100).

B. The Subrecipient entity -

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
 2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
 3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff; and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
 4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
 5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."
- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 23: DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 - Federal grant recipients).

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Article 24. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to the Secretary of Transportation for approval.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 25. 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:

- A. Subrecipient 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, Subrecipient 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.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age 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 subagreement. 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 26. DEBARMENT AND SUSPENSION

- A. Subrecipient 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 participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 2. Have not within a three-year period preceding this 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 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

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4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1-4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient 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.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1507-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 28. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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.
- B. 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 party to the Grant Agreement shall complete and submit Standard Form 278, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement 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.

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Article 29. 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.

No funds under this Grant Agreement will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 30. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 31. ADDITIONAL PROVISIONS

- A. Signature Authorized. Subrecipient'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 costs subsequently reimbursed and 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, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subrecipient: Harold Giles
200 West Grace St
Richmond, VA 23220

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 HLL Date 6/31/22