OHSO Highway Safety Application FFY2021

Organization: Norman, City of

OHSO-FFY2021-NORMAN CI-00125

Grant Agreement Summary – Part 1

Title of Contract: Norman Traffic Enforcement

FAIN Number: 69A37521300004020OK0

TTA Number:

OHSO Project Number: Award Amount: CFDA Number:

FAIN Number: TTA Number:

TOTAL AWARD: \$95,083.00

Project Period: Oct 01, 2020 – Sep 30, 2021 Primary Program Area: General Police Traffic Services

Organization: Norman Police Department

Address: 201-B W. Gray St.

City: Norman State: OK Zip: 73069

FEI Number: 73-6005350 DUNS Number: 009072427

Project Director: John Stege Title: Standards
Administrator

Project Goals:

To work 1800 hours of overtime high visibility enforcement in FY21, contributing to statewide traffic safety improvement goals.

Problem Identification:

The population of Norman is approximately 120,000 plus the student population of the University of Oklahoma.

The City is also approximately 190 square miles and includes both suburban and rural areas. The City boasts the University of Oklahoma, Lake Thunderbird State Park, multiple convention venues, and sporting events. I-35 and SH 9 both intersect the City with traffic traveling at highway speeds.

According to 2018 crash data provided by the Highway Safety Office for cities of 5000 or more population, the City of Norman was above the state rate for:

Total KA Crashes - ranked 25th (75 crashes)
Drug-Related KA Crashes - ranked 22nd (9 crashes)
Distracted Driving KA Crashes - ranked 27th (7 crashes)

Of the 75 KA Crashes that occurred in the City of Norman 12 people were killed including one pedestrian, 3 motorcyclists, and 4 unrestrained vehicle occupants.

Project Description:

The Norman Police Department will conduct high visibility enforcement in support of State and National goals. Not all crashes and injuries can be directly attributed to a specific primary causational factor. Some crashes occur because drivers operate a vehicle unsafely, without due attention to traffic laws and road conditions. General traffic enforcement is intended to allow agencies to address a greater variety of traffic violations, dependent upon local problem identification.

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OHSO-FFY2021-NORMAN CI-00125

Grant Agreement Summary – Part 1

The Project Director will utilize all data and reference sources available including crash reports, public complaints, and other crime statistics to identify violations and locations that contribute to KA crashes. DDACTS will assist to locate geographically based patrol zones in order to identify high-crime and high-crash enforcement areas.

Officers will be assigned to conduct high visibility enforcement in the identified areas. In the high visibility enforcement model, officers focus on drivers who commit common aggressive driving actions such as speeding, following too closely, and running red lights. Efforts may also include impaired driving enforcement, occupant protection enforcement and related activities such as traffic safety and sobriety checkpoints. Saturation patrols may be conducted with a primary focus on those violations that may cause or contribute to crashes.

Traffic Officers and Bike Team Officers will work in an overtime capacity to enforce violations that cause or contribute to crashes. Officers will also focus on areas that include increased numbers of pedestrians and bicyclists. Enforcement activities will encompass traffic laws as they apply to pedestrians and bicyclists, with officers working during times and in areas having the highest concentration of bicycle/pedestrian traffic.

Public information and education activities will inform and educate the public during special emphasis days and times. Preliminary breath test devices (PBTs) may be utilized during special events such as "Know Your Limit" as well as OHSO mobilizations. Bicycle Team members, and presentations by School Resource Officers, will also serve to educate bicyclists and pedestrians of the laws and regulations regarding their safety.

Funding is provided for specifically focused alcohol-impaired driving enforcement strategies. Efforts will include targeted enforcement and related activities such as saturation patrols and sobriety checkpoints especially during local emphasis efforts such as "Operation Cadence", "No Refusal Weekends", holidays and OHSO mobilizations.

The Norman Police Department will employ the following evidence-based strategies in conducting grant related activities:

Countermeasure: High Visibility Enforcement

Planned Activity: State and Local High Visibility Enforcement

Countermeasure: High Visibility Saturation Patrols

Planned Activity: State and Local High Visibility Enforcement

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I–Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

- 1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
- 2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA). On the chart below, locate the "Start of Project Number" for each grant awarded to obtain the information your agency's financial department will need for Federal/State reporting purposes.

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Organization: Norman, City of

OHSO-FFY2021-NORMAN CI-00125

Grant Agreement Summary – Part 1

Start of Project Number	Program Area	CFDA No.	Award Name	Sectio n No.
Al	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	Alcohol	20.6000000	State and Community Highway Safety	402
DE	Driver Education	20.6000000	State and Community Highway Safety	402
МС	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	RailRoad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	Traffic Safety Program	20.6000000	State and Community Highway Safety	402
M2	MAP 21 405b OP Low	20.6160000	Occupant Protection	405b
M3	MAP 21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405C
M5	MAP 21 405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	MAP 21 405f Motorcyclist Programs	20.6160000	Motorcyclist Safety	405f

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Norman, City of Organization: Norman, City of

Budget Summary Projections

Cost Category Items		1st Quarter		2nd Quarter				
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.		
I. Personnel	-	-						
A. Salaries	\$7,360.00	\$7,361.00	\$7,360.00	\$7,361.00	\$7,360.00	\$7,361.00		
B. Benefits	\$563.00	\$563.00	\$563.00	\$563.00	\$563.00	\$563.00		
II. Travel								
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0		
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0		
III. Operating Costs	\$0	\$0	\$0	\$0	\$0	\$0		
IV. Contractual Costs	\$0	\$0	\$0	\$0	\$0	\$0		
V. Equipment	\$0	\$0	\$0	\$0	\$0	\$0		
Monthly Total	\$7,923.00	\$7,924.00	\$7,923.00	\$7,924.00	\$7,923.00	\$7,924.00		

		3rd Quarter			4th Quarter		
	Apr	May	Jun	Jul	Aug	Sep	Annual Total
I. Personnel	-						
A. Salaries	\$7,360.00	\$7,361.00	\$7,360.00	\$7,361.00	\$7,360.00	\$7,361.00	\$88,326.00
B. Benefits	\$563.00	\$563.00	\$563.00	\$563.00	\$563.00	\$564.00	\$6,757.00
II. Travel	-						
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Operating Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IV. Contractual Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
V. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Total	\$7,923.00	\$7,924.00	\$7,923.00	\$7,924.00	\$7,923.00	\$7,925.00	\$95,083.00

Cost Category Item: I.A. 1 Project Number: PT-21-03-19-13									
Description:									
Salary for overtim	ne traffic enforcer	ment/PI&E (rates ma	ay exceed 1.5 time	es regular hourly ra	ate as contractually	required and is			
approved by OHS	O - see upload t	o agreement).							
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Cost Category It	em: I.B. 2	Project Number:	PT-21-03-19-13						
Description:	ime traffic enforc	ement/PI&E (rates i	may exceed 7.65%	% as contractually r	required and is appr	oved by			

Benefits for overt	Benefits for overtime trainic enforcement/Pt&E (rates may exceed 7.55% as contractually required and is approved by												
OHSO-see FICA upload to agreement).													
OCT NOV DEC JAN FEB MAR Semi-Annual													
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APR	APR MAY JUN JUL AUG SEP ANNUAL												
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Activity/Milestones Projections

MILESTONE PROJECTIONS

			1	st Quarte	r	2	nd Quarte	r	31	rd Quarte	r	4	th Quarter		
Activity	Project #	Description	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sep	Total
1	PT-21-03-19-13	Hours of overtime traffic enforcement/PI&E (based on OT rate of \$49/hour).	150	150	150	150	150	150	150	150	150	150	150	150	1800
2	PT-21-03-19-13	Number of traffic stops (target is 2 per hour).	300	300	300	300	300	300	300	300	300	300	300	300	3600
3	PT-21-03-19-13	Number of PI&E activities conducted - minimum is 2 per month (to include media contacts, traffic safety presentations, etc.)	2	2	2	2	2	2	2	2	2	2	2	2	24
4	PT-21-03-19-13	Project Director and Financial Officer to attend annual OHSO Project Director Training Course.	2												2
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General Provisions - Part II

REGULATIONS AND DIRECTIVES

The Grantee, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

- 1. Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.
- 2. The State highway safety agency 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.
- 3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.
- 4. Buy America Act, 23 U.S.C. 101.
- 5. 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.
- 6. Prohibition on using grant funds to check for helmet usage (applies to subrecipients as well as State): The State and each 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 motorcycles.
- 7. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, 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 any 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 the influencing or attempting to influence any officer or employee of any agency, a Member of

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from

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) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients 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 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 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

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.

8. Equipment Purchased with Highway Safety Funds

- Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project(49 CFR, Part 18 (Common Rule))
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
- Equipment maintenance and liability coverage are the Grantee's responsibility
- Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

To dispose of ANY equipment, the Grantee MUST:

- (1) Write a letter of request to OHSO;
- (2) State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
- (3) Maintain equipment until Grantee receives letter of approval;
- (4) Return Equipment to OHSO.

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

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

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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 exclude 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.

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Specific Agreements - Part III

- Subrecipient shall adopt (if none presently exists) and enforce a written safety belt use policy requiring all
 employees and others riding in Subrecipient owned or leased vehicles and/or on Subrecipient business to use
 safety belts in all seating positions and provide a copy of the same prior to initiation of a grant.
- Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance
 with established policies and regulations of the subrecipient's entity. Any deviation from the established policies
 and regulations must be specifically addressed in the written grant agreement.
- 3. Subrecipient shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.
- 4. Subrecipient shall require all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures prior to working grant funded enforcement shifts.
- 5. Subrecipient shall submit activity and reimbursement reports to OHSO monthly through the OKGrants system unless otherwise pre-approved. Reports shall include all appropriate and required backup documentation. Reports shall be submitted within 30 days of the end of the reporting month. Failure to timely submit reports may result in denial of the reimbursement claim or delay in reimbursement of the same.
- 6. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA). In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each subrecipient with pertinent information regarding the grant award to assist in providing the subrecipient's financial department information which may be needed for Federal/State reporting purposes. Said information is contained within the Grant Agreement Summary-Part 1 of the award documents. A subrecipient agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Subrecipient.
- 7. Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.) These "Specific Agreement" topics have been provided in an effort to assist subrecipients. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.
- 8. The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

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As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Chief Executive Officer:
Title:
Date:
NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.
Signature:

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