

APPLICANT AGENCY <b>Anytown</b>	OTS GRANT NUMBER <b>PT0699</b>
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The following attachments are included herein and constitute a part of this Grant Agreement:

1. OTS-38 – Page 1	5. Schedule C – Quarterly Evaluation Data (when required)
2. Schedule A – Grant Description	6. OTS-33 – Acceptance of Conditions and Certifications
3. Schedule B – Detailed Budget Estimate for Grant Costs	7. General Terms, Conditions, and Certifications (OTS Grant Program Manual (GPM), Exhibit 6A. GPM available on-line at <a href="http://www.ots.ca.gov">www.ots.ca.gov</a> )
4. Schedule B-1 – Budget Narrative	

**TERMS AND CONDITIONS**

It is understood and agreed by the Grantee that grant funds received as a result of this Agreement are subject to all applicable federal and state regulations governing grants and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual which includes but is not limited to:

**REPORTS/ CLAIMS FOR REIMBURSEMENT**

1. Quarterly Performance Reports and Reimbursement Claims must be submitted by the Grantee to the Office of Traffic Safety (OTS) by January 30, April 30, July 30, and October 30, during each year of grant operation. The failure to timely submit complete and correct claims within sixty (60) days of their due dates may constitute Grantees irrevocable waiver of any right to thereafter recover from Grantor any part of those waived grant sums which may thereafter be reallocated or reverted by Grantor.
2. OTS will withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a Grantee fails to comply with any applicable term or condition of this Grant Agreement or program guidelines (**GPM, Chapter 3.11**). This may include, but is not limited to, the following:
  - Failure to submit acceptable and timely reimbursements claims;
  - Failure to submit acceptable and timely quarterly performance reports;
  - Failure to submit an acceptable and timely Schedule C, Quarterly Evaluation Data (OTS-38g, applies only when a Schedule C has been required);
  - Failure to comply with requirement of the Single Audit Act (**GPM, Chapter 4.11**); and
3. By October 30, “continuing” grants must submit a September 30 claim and a written justification to support carrying forward the remaining grant year unexpended funds. September 30 claims and written justifications, supporting the carrying forward of these prior year unexpended funds submitted after November 30 may not be processed and the prior claim (i.e., June 30) will be considered the year-end claim in order to close out the federal fiscal year ending September 30. In addition, these unexpended funds will be de-obligated and allocated to new grants.

## **SUB-CONTRACTS**

Grantee may enter into subcontract(s) to perform applicable provisions of this Grant Agreement. The Grantee is responsible for ensuring that all activities delegated to subcontractors are in support of this Grant Agreement.

- A. Grantee is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Grant Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Grant Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
  - B. Nothing contained in this Grant Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
4. Consultants and/or sub-contractors shall be selected in accordance with the grantee agency procurement policies and procedures in order to comply with the terms of this agreement and in accordance with OTS GPM Chapter 6 Procurement & Contract Administration and Exhibit 6-A General Terms, Conditions, and Certifications.

The Grantee, consultant, contractor and/or sub-contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the Grant Agreement and 49 CFR Part 18, and/or CFR Part 19 whichever is applicable.

Grantor is not obligated to make any payment under any agreement prior to final execution or outside the terms of the sub-contract period. Contractor/Grantee Agency expenditures incurred prior to final sub-contract execution are taken at the risk of that Contractor/Grantee Agency and will be considered unallowable if that agreement/sub-contract is not executed.

## **AVAILABILITY OF FUNDS**

5. If, during the term of the Grant award, federal funds become reduced or eliminated, OTS may immediately terminate or reduce the Grant award sum for allowable and uncancelable grant costs incurred following receipt of Grantor's written notice to the Grantee.
6. Funds Awarded under Catalog of Federal Domestic Assistance (CFDA) Number 20.600.

## **REVISIONS**

7. Grant Agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM,

Chapter 3.9 and conforming to the revision examples provided in Chapter 3.8. All appropriate documentation required to request a grant revision requiring Grantor's approval (i.e. budget category increases, etc.) must be timely submitted to Grantor.

- 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 9. Those additional applicable terms and conditions identified in the **OTS GPM, Chapter 6, General Terms, Conditions, and Certifications (Exhibit 6-A)**, are incorporated herein by reference and made a part of this Agreement.

**TRAFFIC ENFORCEMENT AGENCIES ONLY:**

- 10. Full time Grantee traffic enforcement personnel and any equipment funded under this Grant shall be dedicated solely to Grant supported enforcement tasks unless a criminal offense is committed in the officer's presence and response to an officer in distress is initiated, and a riot requires that all available enforcement personnel be committed in response.
- 11. By signing this document the Grantee certifies that it is not suspended or debarred from doing business with the Federal Government.

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We, the officials named below, hereby swear that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. Executed on the date and in the county named below and made under penalty of perjury under the laws of the State of California.

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GRANT DIRECTOR'S NAME	EXECUTED IN THE COUNTY OF
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GRANT DIRECTOR'S SIGNATURE	DATE EXECUTED
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TITLE

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AUTHORIZING OFFICIAL'S NAME	EXECUTED IN THE COUNTY OF
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AUTHORIZING OFFICIAL'S SIGNATURE	DATE EXECUTED
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