



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division

GRANT PROJECT APPLICATION

Project No: K8-08-12-39

Project Name: DISP Portland Police

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required. Do not attempt to paste images or Excel tables into the text fields provided.

I. Project Description

This grant will fund the Portland Police Bureau Traffic Division to assist the Multnomah County DUII Intensive Supervision Program (DISP). The Portland Police Traffic Division would provide direct law enforcement capability to the court based probation program. The primary function of the officers from the Portland Police Bureau would be to conduct warrant sweeps. Also while performing warrant sweeps the officers would check for additional violations of the terms and conditions of the probation. The grant will also provide the officers additional funding to track and arrest old probationers who have absconded for a lengthy time. Then the funding will reduce to a maintenance level.

II. Problem Statement

- A. Describe the problem(s) this project will try to impact:
(Describe the problem(s) you intend to impact with this grant.)

The Multnomah County DUII Intensive Supervision Program (DISP) is a therapeutic court targeting repeat DUII offenders. DISP combines close personal supervision, strict court conditions, and long-term treatment; tools designed to break the hold of substance abuse on defendants, and to help them avoid future alcohol and drug fueled criminal activity. A Circuit Court judge has responsibility for supervising probation for DISP Defendants. That judge then delegates authority for probation monitoring to the DISP Director and the DISP Case Managers.

DISP Case Managers perform all the functions of a formal probation officer, but because they work directly for the Oregon Judicial

Department, they have no powers of arrest. When arrestable violations are discovered, Case Managers must first present probable cause evidence to a judge, and request an arrest warrant. Once the warrant is issued, Case Managers contact local law enforcement agencies and ask for an arrest. While local law enforcement is generally very cooperative in making arrests, this process substantially slows the time between discovery of violation and arrest. Meanwhile the violator remains at large.

If DISP had immediate access to police officers, the time between discovery of violation and arrest could be substantially shortened there by removing a possibly dangerous offender from the public. Quick response time between discovery and arrest benefits the community in two different ways.

DISP defendants generally violate their probation in ways that pose a community safety risk. They drink, they drive illegally, buy and use illegal drugs. They fight with their families. They fail to report to court when required. Many situations arise in which the defendants should be arrested, either to halt their relapses, or to protect those persons around the defendant. When alcohol or drug fueled defendants are quickly removed from the community, the chaos and disruption they cause is halted.

The Defendant also benefits from quick intervention. A quick arrest will immediately stop any alcohol or drug use, and ties the consequences of the violation to the act itself. Swift sanctions have a direct therapeutic benefit for defendants, reinforcing the behavioral modification goals set by the court.

Arrests for immediate violations are only one of many services an officer could provide for DISP. An Officer could provide the following:

DISP has about 40 to 50 warrants at any given time. Many defendants stay absconded for months, because DISP cannot easily dispatch an officer to track down and arrest the defendant. If the DISP could react more quickly when abscond warrants are issued, many of these offenders could be arrested within two weeks after the warrant is issued.

- B. Provide summary data about the problem(s):
(Give summary data regarding the problem as it exists in your jurisdiction.)

DISP has a steady enrollment of 650 to 700 defendants, 75% are male, and the average age is 44. 80% have 2 or more DUII convictions. More than 50% have 3 or more lifetime DUII convictions. 97% self admit to using drugs other than alcohol. 54% self admit to using meth, and 64% self admit using cocaine/crack.

At any given time, DISP has about 150 outstanding warrants. Because of this high number of warrants that are currently there and the duration that they have been on warrant status, we plan on an extensive month long campaign. Half of the current 150 warrants are more than 3 years old. The first month will consume almost half of the man hours allotted. Our goal is to reduce this number substantially so that we can deal with the weekly warrants that are issued. DISP issues 1-3 new warrants per week which we hope to capture immediately.

The Court docket consists of 10-15 Probation Violation hearings every week. Most of those violation hearings involve use of alcohol or drugs

- C. List current activities and associated agencies already involved in solving the problem(s):
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

III. Objectives

(Describe quantifiable products or outcomes that address those problems identified in Section I that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.

The following are examples:

"To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys."

"To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004."

"To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004."

"To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location."

	Start Date	End Date	Objective
1.	03/15/08	04/15/08	Serve 100% of old backlogged warrants and/or gain information about the location of the warrant subject.
2.	03/01/08	09/30/08	To serve 50% of new warrants within 14 days.
3.	03/01/08	09/30/08	To serve 100% of new warrants within 30 days and/or gain information about the location of the warrant subject
4.	03/01/08	09/30/08	Document the warrant service or attempted warrant service of all subjects who have active warrants in the DISP program.

IV. Proposed Activities

A. Major Activities

(List major activities to be carried out to achieve objectives stated in Section II above. List the start and end date for each activity, and include in your description what will be done, who will do it, and who will be affected.)

	Start Date	End Date	Activity
1.	03/01/08	09/30/08	Document the warrant service or attempted warrant service of all subjects who have active warrants in the DISP program.
2.	03/01/08	09/30/08	Officer will serve the warrant if the subject is at any of the listed locations. If the subject is not at the listed locations then the officer will use the resources of the Portland Police Bureau to attempt to locate the subject.
3.	03/01/08	09/30/08	Officer will document all circumstances during the arrest applicable to the DISP program including if the subject was driving, the subjects associates, work location and living location.
4.	03/01/08	09/30/08	Officer will document all actions taken to arrest the subject if they are not located to better serve the DISP program and keep the records current for probation violations.
5.	03/01/08	09/30/08	Officers will take all information gathered to the DISP program through interoffice mail. When a custody is made the officers will fax the custody to the DISP program.

Plans for sharing the project activities with others:

DISP had no plans to share the activities of this Officer outside of DISP except to report to other courts that may be involved.

B. Coordination

(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. Include Letters of Commitment in Exhibit C if you will be relying on other agencies to accomplish the objectives of the project. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)

Is coordination with outside agencies or groups required? If **yes**, check here: X

1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:

Name/role of groups and agencies involved:

Coordination with Outside agencies and groups coordinate with DISP, providing services required for effective probation supervision. Agencies coordinating with the Court and DISP Staff are: Enhanced Bench Probation Staff, private service agencies which provide Electronic Monitoring, private or non-profit substance abuse treatment centers, polygraphers, Dept of Human Services, Veterans Administration, Food stamp and public assistance agencies, local housing authorities and shelters, employment agencies. The list includes all types of governmental or private programs that our defendants encounter in their daily existence.

DISP coordinates with other State and local courts and law enforcement agencies within the State and local authorities in Washington State. DISP occasionally provided courtesy supervision for other counties when we share probationers. DISP'ers find themselves in other county jails, and they commit violations in widespread area around Multnomah County.

While DISP Defendants are entangled with any number of governmental agencies, the assigned Officer would not be responsible for attending to any business outside of DISP court business. The Officer would coordinate activities and priorities with the DISP Director. Supervisory responsibility over the Officer would remain in the Portland Police Department's chain of command.

2) Fill this if you did not check the box above:

Ability to complete the project independently:

Portland Police Bureau Traffic Division will be able to complete this mission independently except for notifying outside agencies if we are within their jurisdiction.

C. Continuation

Plans to continue the project activities after funding ceases:

It is the intention of DISP to use the future successes of this project to convince State and County decision makers to permanently fund the assignment of a law enforcement officer to DISP. Both DISP and the Portland Police Department expect that project will greatly enhance both community safety and the therapeutic goals of DISP. The record of success, presented to State and County decision makers, will reveal the value of integrating law enforcement into this strict supervision program. This project will enhance community safety, remove substance abusers from unwholesome environments, and help reinforce the Court's therapeutic goals. DISP will continue to build on its record of successes, and with the support of Court administration, DISP will seek permanent funding for assignment of a law enforcement officer.

V. Evaluation Plan

A. Evaluation Questions

(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)

	Evaluation Question
1.	What percentage of new warrants are served within 2 weeks of issuance?
2.	What percentage of new entrants were at any of the listed locations that they had given the DISP program?
3.	What percentage of old warrants were served within 30 days?
4.	What percentage of old warrants were served within 60 days?
5.	What percentage of old warrants were served within 90 days?

6.	How many warrants were outstanding when Officer was assigned to program?
7.	How many warrants are outstanding at end of first year of Officer's assignment?
8.	What is the average time a new warrant is outstanding? How has that changed since officer was assigned
9.	How many warrants are less than one year old. How has that changed since Officer was assigned.

B. Data Requirements

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.
2. Data System

Describe how the data will be collected, stored, and tabulated:

The data will be collected by both the Portland Police Bureau and the DISP program. All reports will be combined, tabulated and presented along with a fiscal report.

C. Evaluation Design

Describe how the data will be analyzed:

The data will be analyzed accurately and appropriately. It will specifically focus on the overall goal of alimending the warrants from the DISP program and removing high risk offenders from the general public.

D. Project Evaluation Preparation

A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances, Section B, Paragraph 6.

VI. Grant Project Budget Summary

A. List of major budget items:

The primary cost to this program will be to fund the officers to complete the warrant execution.

B. Budget Allotment (Revised 4/29/08 per discussion with TSD)

The agency named in this document hereby applies for \$69,960 in Transportation Safety funds for calendar year 2008 to be matched with required percentages (25) in funds from source of officer overtime differential and vehicle expenses to carry out a traffic safety project described in this document.

VII. Budget and Cost Sharing

(Complete Form 737-1003 Budget and Cost Sharing. You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

VIII. Exhibits

A. Exhibit A: Data Table

(To be developed at a later date.)

B. Exhibit B: Job Descriptions

(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)

C. Exhibit C: Letters of Commitment

(Provide copies of letters of commitment from those agencies you will be relying upon to accomplish the objectives of the project.)

D. Exhibit D: Conditions of Approval

(To be developed at a later date.)

IX. Agreements and Assurances

(READ, but do not sign until grant is approved by TSD and returned to you for signature. Do not attach to the grant project application.)

X. Approval Signatures

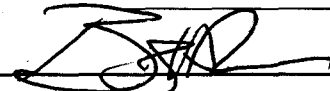
I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized. **The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name*: Portland Police Bureau
Street Address: 1111 SW 2nd Ave.
City: Portland
State: OR
Zip: 97204

B. Project Director

First Name: Bryan Last Name: Parman
Title: Lieutenant, PPB
Traffic Division Email: bparman@portlandpolice.org
Phone: 503-823-0809 Fax: 503-823-2220
Street Address: 1111 SW 2nd Ave.
City: Portland
State: OR
Zip: 97204

Signature:  Date: 04/29/2008

C. Authorizing Official of Agency Completing Application

First Name: Tom Last Name: Potter
Title: Mayor Email: mayorpotter@ci.portland.or.us
Phone: 503-823-4120 Fax: 503-823-3588
Street Address: 1120 SW 4th Ave., #1250
City: Portland
State: OR
Zip: 97204

Signature: _____ Date: _____

*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation
Transportation Safety Division
235 Union Street NE
Salem, OR 97301-1054

Email completed electronic copy to your TSD Program Manager.

ODOT GRANT BUDGET AND COST SHARING

Project No.: K8-08-12-39
 Project Name: DISP - Portland Police Bureau
 Agency: Portland Police Bureau - Traffic Division

Project Period: 03/01/08 - 09/30/08
 (From) (To)

09/30/08
 (To)

(Office Use Only)

Grant Adjustment #: 0

Grant Adjust. Effective Date: _____

Project Yr. (1-2-3, Ongoing): _____

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

1. Personnel Costs*

A. Staff assigned and estimated hours:		Rate	
<u>Officers</u>	@	<u> </u> /hr =	<u>\$ -</u>
<u> </u>	0 @	<u>\$ -</u> /hr =	<u>\$ -</u>
<u> </u>	0 @	<u>\$ -</u> /hr =	<u>\$ -</u>
<u> </u>	0 @	<u>\$ -</u> /hr =	<u>\$ -</u>
<u> </u>	0 @	<u>\$ -</u> /hr =	<u>\$ -</u>
<u> </u>	0 @	<u>\$ -</u> /hr =	<u>\$ -</u>
Staff Subtotal			\$ -
B. <u>Overtime</u>	1,166 @	<u>\$ 60.00</u> /hr =	<u>\$ 69,960.00</u>
<u>Overtime</u>	0 @	<u>\$ -</u> /hr =	<u>\$ -</u>
Overtime Subtotal			\$ 69,960.00
C. <u>Volunteer Time</u>	0 @	<u>\$ -</u> /hr =	<u>\$ -</u>
<u>Volunteer Time</u>	0 @	<u>\$ -</u> /hr =	<u>\$ -</u>
Volunteer Subtotal			\$ -

2. Personnel Benefits

A. _____	\$ -	
B. _____	\$ -	
Benefits Total		\$ -

3. Equipment

A. _____	\$ -	
B. _____	\$ -	
C. _____	\$ -	
D. _____	\$ -	
Equipment Total		\$ -

4. Materials/Printing

A. Reports: _____	\$ -	
B. Brochures: _____	\$ -	
C. Other: _____	\$ -	
Materials Total		\$ -

5. Overhead/Indirect Costs (match only)**

A. <u>OVERTIME MAKE UP COST</u>	\$ 9,060.00	
B. <u>VEHICLE USAGE TIME</u>	\$ 14,260.00	
Overhead Total		\$ 23,320.00

TSD FUNDS	MATCH	TOTAL
		\$0
\$69,960		\$69,960
		\$0
		\$0
	\$9,060	\$9,060
	\$14,260	\$14,260
	\$23,320	\$23,320

ODOT GRANT BUDGET AND COST SHARING

Project Number: DISP - PPB

6. Other Project Costs

A. Travel In-State	\$	-
<hr/>		
B. Travel Out-of-State (specify)***:	\$	-
<hr/>		
C. Office Expenses (supplies, photocopy, telephone, postage)	\$	-
<hr/>		
D. Other Costs (specify):		
1.)	\$	-
2.)	\$	-
3.)	\$	-
4.)	\$	-
5.)	\$	-
	\$	-

7. Consultation/Contractual Services ***

A.	\$	-
<hr/>		
B.	\$	-
<hr/>		
Consult Total	\$	-

8. Mini-Grants ***

	<u>TSD</u>	<u>Match</u>
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
Subtotals	\$ -	\$ -

TOTAL

TSD FUNDS	MATCH	TOTAL
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
\$69,960	\$23,320	\$93,280

COST SHARING BREAKDOWN

1. TSD Funds	\$ 69,960	75%
2. Match: State		
3. Match: Local	\$ 23,320	25%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 93,280	100%

Budget Comments:

Formula used by City of Portland Office of Management and Finance to calculate match amount. Federal standard.

69960 x 0.75 x a
a = 69960/0.75 = 93280 = required total cost
match = 93280 - 69960 = 23320

* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.
** Not eligible for TSD funding, but may be used as match. Use no more than 10% of item 1.A., salaries, or use actual indirect costs and provide documentation.
*** TSD approval required prior to expenditures.

VIII. AGREEMENTS AND ASSURANCES

The following Agreements and Assurances apply to all grants funded by the Transportation Safety Division (TSD), Oregon Department of Transportation:

A. General

1. The activity described in this grant is undertaken under the authority of Title 23, United States Code, Sections 154-164 and 402-411, and is subject to the administrative regulations established by OMB Circulars A-21, A-87, A-122, A-128, A-133, 23 CFR Chapter II, 45 CFR Part 74, 48 CFR Part 31, 49 CFR Part 18, Part 19, and the Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants.
2. Any federal funds committed shall be subject to the continuation of funds made available to TSD by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action. Projects are funded for the federal fiscal year, which is October 1 through September 30 or the state fiscal year, which is July 1 through June 30. Typical grants are for one year but may be continued for up to two additional years. Public information and education projects are continued indefinitely.
3. The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The State, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of three years starting on the date the grantee submits its final request for reimbursement for this grant.
4. Any obligation of grant funds extends only to those costs incurred by the grantee after "Authorization to Proceed" for the particular part of the program involving costs.
5. Grant funds shall not be used for activities previously carried out with the grantee's own resources (supplanting).
6. Income earned through services conducted through the project should be used to offset the cost of the project and be included in the Budget and Cost Summary.
7. The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSD a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received have the following Catalog of Federal Domestic Assistance (CFDA) numbers: 20.600, State and Community Highway Safety; 20.601, Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grants; 20.602, Occupant Protection Incentive Grants; 20.603, Highway Safety Data Improvements Incentive Grants; 20.604, Safety Incentive Grants for Use of Seat Belts; and, 20.605, Safety Incentive Grants to Prevent Operation of Motor Vehicles by Intoxicated Persons.
8. The grantee shall reimburse TSD within 30 days for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.
9. In accordance with The Anti-Lobbying Act, 18 U.S.C. § 1913, and The Transportation Equity Act for the 21st Century (TEA-21), 49 U.S.C. § 30105:
 - The grantee and its contractors are prohibited from the use of appropriated federal funds, directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner members of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation.
 - Additionally, these prohibitions apply to any activity specifically designed to urge a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body.
 - The grantee and its contractors must submit disclosure documentation when non-federal funds are used to influence the decisions of federal officials on behalf of specific projects. Signing this Agreement constitutes a certification of compliance with these lobbying restrictions.
 - The grantee will comply with the provisions of 5 U.S.C. 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices, or Employees"
10. The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656-017, which requires them to provide workers' compensation coverage for all their subject workers.
11. The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in the Oregon Department of Administrative Services Administrative Rules (Oregon Administrative Rules, Chapter 125: and Oregon State Law, ORS Chapter 279).
12. The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Transportation Safety Committee, the Department of Transportation, the Transportation Safety Division, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section

10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

B. Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report, including a Data Table as provided in the Traffic Safety Grant Application Packet. Each report must be signed by the Project Director or the Designated Alternate, and submitted to TSD by the tenth of the month following the close of each calendar quarter for the duration of the grant period. The Designated Alternate is an individual who is given the authority to sign Quarterly Highway Safety Project Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.
5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSD as follows:
 - a. Copies of invoices and/or receipts for all specified items must be submitted to TSD upon request with the Claim for Reimbursement;
 - b. claims may be submitted monthly, and must be submitted at least quarterly; and,
 - c. claims must be signed by the Project Director or the Designated Alternate (duplicated signatures will not be accepted).
6. Prepare a Project Directors Final Evaluation Report in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
 - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives;
 - b. a summary of the costs of the project including amount paid by TSD, funded agency, other agencies, and private sources. The amount of volunteer time should be identified;
 - c. discussion of implementation process so that other agencies implementing similar projects can learn from your experiences; What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
 - d. responses to Evaluation Questions. List each question and answer(refer to Data Table); and,

e. completed Data Table.

The Project Director's Final Evaluation Report must be submitted within 35 days following the last day of the grant period.

C. Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, budget, or mailing address must be requested in writing, and receive approval by TSD. A Grant Adjustment Form will be signed by both TSD and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if the end of federal fiscal year is involved.

D. Non-Discrimination Assurance

1. The grantee and its contractors will comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990, and as implemented by 49 CFR parts 21 and 27, and with the Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor regulations 41 CFR Part 60, and shall ensure that no person shall on the grounds of race, color, creed, sex, national origin or disability be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under this project.
2. The grantee and its contractors shall ensure that employment and procurement of goods and services made in connection with the project will be provided without regard to race, color, national origin or handicap.
3. The grantee and its contractors shall take all necessary affirmative steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises and/or business enterprises owned and controlled by women have the maximum opportunity to compete for and to perform contracts.
4. The grantee and its contractors shall ensure that no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to this grant.
5. The grantee shall ensure that any contracts and subcontracts awarded in excess of \$10,000 shall contain a provision requiring compliance with the standards set forth in paragraphs 1 through 4 of this section.

E. Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSD to determine whether the work to be accomplished is consistent

with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.

2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
 - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
 - b. mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163);
 - c. access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed;
 - d. notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data; and,
 - e. requirements given in Section A. 9-12.
4. Where applicable, contracts shall include the following provisions:
 - a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement (Contracts in excess of \$10,000);
 - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (Contracts in excess of \$10,000);
 - c. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (Contracts in excess of \$2,500);
 - d. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department (Contracts in excess of \$25,000).

F. Travel

1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports.
2. All out-of-state travel must be pre-approved by TSD. To receive authorization, the trip must be detailed on the project budget or requested in a grant adjustment. Reports on out-of-state trips shall be summarized on Quarterly Highway Safety Program Report.
3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSD.

G. Development of Printed or Production Materials

1. The grantee shall provide TSD with draft copies of all materials developed using grant funds. TSD may suggest revisions and must approve production.
2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSD and federal participation.
3. Materials produced through this project shall be provided to TSD for its use and distribution and may not be sold for profit by either the grantee or any other party.

H. Equipment Purchased with Grant Funds

1. A Residual Value Agreement shall be completed and submitted to TSD if grant funds are used in whole or in part to acquire any single item equipment costing \$5,000 or more or at TSD discretion. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with a property identification number.
2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSD. In such event, TSD may direct the grantee to transfer, return, keep, or otherwise dispose of the equipment.

I. Debarment

The grantee, in accepting this Agreement, certifies that the agency or its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any state or federal agency or department.

J. Termination

1. TSD may terminate this Agreement for convenience in whole or in part whenever:
 - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
 - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
 - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.
2. TSD may, by written notice to grantee, terminate this Agreement for any of the following reasons:
 - a. The grantee takes any action pertaining to this Agreement without the approval of TSD and which under the provisions of this agreement would have required the approval of TSD; or,
 - b. The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
 - c. The grantee is in default under any provision of this Agreement.

K. Conditions of Project Approval

Actions taken by the Oregon Transportation Safety Committee, if any, regarding conditions under which this project is approved are given in the Conditions of Approval. The grantee agrees to follow these conditions in implementing the project.

L. Contract Provisions and Signatures

It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.

M. The Drug-free Workplace Act of 1988 (49 CFR Part 29 Sub-part F):

The grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace.
- b. The grantee's policy of maintaining a drug-free workplace
- c. Any available drug counseling, rehabilitation, and employee assistance programs.
- d. The penalties that may be imposed upon employees for drug violations occurring in the workplace.

3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is not convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

N. Buy America Act

The grantee will comply with the provisions of the Buy America Act (23 USC 101 Note) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Agreements and Assurances

Project Director:
Bryan Parman, Lt.



Signature

04/28/2008

Date

Designated Alternate:

Signature

Date

Authorizing Government Official:
Tom Potter, Mayor

Signature

Date

TO BE COMPLETED BY TSD

Project No.: K8-08-12-39

Title: DISP - Portland Police Bureau

OTC approval date:	<u>August 16, 2007</u>
Total project cost:	<u>\$ 93,280</u>
TSD grant funds:	<u>\$69,960</u>
All matching funds:	<u>\$23,320</u>
Matching source(s):	<u>Local</u>

Authority to approve modifications to this agreement is delegated to the Transportation Safety Division grant manager.

Manager, Transportation Safety Division Oregon
Department of Transportation

Date



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division

Reports And Claims Due Dates

Project No.: K8-08-12-39

Project Title: DISP - Portland Police Bureau

Calendar: FEDERAL FISCAL YEAR 2008

Grant Year: 2008

Reports/Claims

Due Dates

First Quarter (October 01 - December 31)

~~Quarterly Reports~~

~~Thursday, January 10, 2008~~

~~Claims for Reimbursement~~

~~Tuesday, February 5, 2008~~

Second Quarter (January 01 - March 31)

~~Quarterly Reports~~

~~Thursday, April 10, 2008~~

~~Claims for Reimbursement~~

~~Monday, May 5, 2008~~

Third Quarter (April 01 - June 30)

Quarterly Reports

Thursday, July 10, 2008

Claims for Reimbursement

Tuesday, August 5, 2008

Fourth Quarter (July 01 - September 30)

Quarterly Reports

Friday, October 10, 2008

Claims for Reimbursement

Wednesday, November 5, 2008

Project Evaluation Report

Evaluation Report Due

Wednesday, November 5, 2008

Claims for Reimbursement

Final Claims

Wednesday, November 5, 2008

Note: Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSD Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSD Program Manager.

The undersigned agree that the information included above has been reviewed and the required due dates and final deadlines are understood.

Project Director's Name: Bryan Parman

Project Director's Signature: 

Date: 04/22/2008