



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division

GRANT PROJECT APPLICATION

Project No: SC-10-35-05 PPB

Project Name: Portland Police MUTT

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 project will provide enhanced multi-unit traffic enforcement following the selective traffic enforcement concept to the Portland Police Bureau. The department will determine the top three crash locations within the city from the provided top crash sites list and focus Multi-Unit enforcement at those locations and others selected by the PPB Traffic Division.

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.)

In 2008, 27 people were killed and 345 people seriously injured in traffic crashes in Multnomah County. The majority of these fatal and serious injury crashes occurred within the jurisdiction of the Portland Police Bureau. This project will be used to focus multiple Portland Police Bureau officers working together in these problem locations.

Crash reductions may be accomplished by enhancing the driver's perceived risk of a citation on a given roadway with multi-unit enforcement visibility in a consistent, focused and rotating enforcement pattern on different roadways. Multi-unit enforcement missions receive a higher level of attention by the motoring public as well as the media.

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

In 2008, 27 people were killed and 345 people seriously injured in traffic crashes in Multnomah County.

- 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.)

Currently, the Portland Police Bureau has a 32-person traffic unit. This grant will allow motors, patrol cars and aggressive driving cars to work overtime enforcement in a multi-unit, high visibility focused manner.

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.	2/01/2010	9/30/2010	Within 30 days of grant execution by TSD, coordinate an enforcement meeting to go over requirements with patrol supervisors so they are aware of the focus and grant requirements.

2.	2/01/2010	9/30/2010	<p>Review crash data provided by ODOT. Coordinate necessary enforcement locations, timelines and draft an enforcement schedule. Provide enforcement schedule and target locations to ODOT via email. (Note: Target locations may include local traffic problem areas as identified by community complaints) Articulate minimum stops per hour requirement of three per overtime hour worked by each individual.</p> <p>Ensure aggressive driving cars are used in addition to motors and patrol cars.</p>
3.	2/01/2010	9/30/2010	<p>Review / edit provided standardized reporting form (MATT Detail Stat Form) Ensure capture of all information contained on the form by each member working overtime. Ensure collection of below information on each form.</p> <ol style="list-style-type: none"> 1.) Location Worked 2.) Number of Stops, Cites, Warnings 3.) Speeding 4.) Following Too Close 5.) Fail to Yield Right of Way 6.) Safety Belt / Child Safety Seat 7.) Fail to Obey TCD 8.) Fail to Maintain Safe Distance Em. Veh. 9.) Crimes (All Misd. and Felony - detail requested)
4.	2/01/2010	9/30/2010	<p>Within two weeks of completion of each overtime detail, prepare and distribute enforcement results report to TSD via email. Consult with Agency PIO to determine whether or not to distribute to local media.</p>
5.	2/01/2010	9/30/2010	<p>Provide video or digital images that show at least three different MATT details in progress. Provide electronically to TSD via email.</p>
6.	2/01/2010	9/30/2010	<p>Ensure timesheets and stats are gathered at the end of each detail from each participating member. Within two weeks of completion of MATT detail, tally all results and email TSD a MATT Post Enforcement report.</p>

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.	2/01/2010	9/30/2010	Review and select top 3 crash locations from list provided by TSD. Select other locations with team input. Create enforcement schedule. Submit to team.
2.	2/01/2010	9/30/2010	Ensure that PPB units only work during coordinated /pre-planned details and at specified locations. A variety of vehicles must be used to increase visibility. See sample forms. Modify to meet individual needs.
3.	2/01/2010	9/30/2010	Invite media or provide necessary media releases on enforcement projects (at agency discretion). Provide copies of articles to TSD. Provide post enforcement report for each detail. See samples provided.
4.	2/01/2010	9/30/2010	Provide video of details, digital images or print pictures that show at least three different MATT details in progress. Preference is to photograph multiple cars/bikes in the same vicinity making multiple traffic stops. Can be provided with final report.
5.	2/01/2010	9/30/2010	Work toward goal of three enforcement contacts per hour of overtime worked. After MATT operation, gather timesheets and stats for all involved, prepare a single claim for reimbursement and compile a post enforcement report (see sample).

Plans for sharing the project activities with others:

This project requires Multi-Unit Enforcement (within the same city) and coordinated / planned enforcement projects.

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:

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:

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

Ability to complete the project independently:

The Portland Police Bureau Traffic Division possesses the staffing and ability to complete the grant without utilizing outside agencies for assistance.

C. Continuation

Plans to continue the project activities after funding ceases:

The purpose of this grant is to develop multi-unit enforcement missions and will be reviewed annually.

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.	Did you select work locations and establish specific enforcement focus and reporting for those locations? Define other TEAM priority locations and create enforcement schedule.
2.	Did you provide enhanced focus on the top 3 crash locations you selected from the list provided by ODOT? Which 3 did you select? Provide specific enforcement detail on those locations individually as a sub-report.
3.	Did you develop a standardized reporting form inclusive of date worked, roadway worked, individual officer hourly rate, total billed in addition to required reporting items in Objective #3? Describe.

4.	Describe (and provide samples if applicable) the media outreach completed which advertised post enforcement results and roadways targeted by the MUTT Team? Provide any written citizen input for/against these types of details (if applicable).
5.	Did you provide video or digital images that show at least 3 individual MUTT details in progress?
6.	Were you able to achieve 3 enforcement contacts per hour of overtime worked? Note: In calculating this number, please subtract the hours for the scribe, dispatch or reserve officer that fall under support functions or were not otherwise a primary unit.
7.	When you selected other locations for enforcement focus, please articulate why you selected the locations and what criteria you used with your partners to determine the locations you chose. The locations selected should be based on provable data.

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:

Submit total hours worked, roadways worked and a calculated summary of traffic stops and citations issued on the primary violations which are specified under objective # 3. You can add to this list of violations if you choose to do so. Provide in Excel.

C. Evaluation Design

Describe how the data will be analyzed:

TSD will analyze the data to ensure that grant requirements are met in addition to reviewing crash data for selected locations in the future in an effort to determine project success on reducing crashes, injuries and deaths at the worst locations.

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:

Overtime Enforcement

B. Budget Allotment

The agency named in this document hereby applies for \$20,000.00 in Transportation Safety funds to be matched with \$5,000.00 in funds from source Straight Time MATT details 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

C. Project Director

First Name: Brian Last Name: Sweeney
 Title: Acting Sergeant Email: BSweeney@portlandoregon.gov
 Phone: 503-823-2103 Fax: (503) 823-2220
 Street Address: 4735 East Burnside Street
 City: Portland
 State: OR
 Zip: 97205
 Signature:  A/Sgt Sweeney #39876 Date: 2/9/10

D. Authorizing Official of Agency Completing Application

First Name: Sam Last Name: Adams
 Title: Mayor Email: mayorsam@portlandoregon.gov
 Phone: (503) 823-4120 Fax: (503) 823-3588
 Street Address: 1221 SW 4th Ave., Suite 340
 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.

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: 20.205, Safe Routes to School; 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.

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- d. responses to Evaluation Questions. List each question and answer (refer to Data Table); and,
- e. completed Data Table.

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?

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:

Brian Sweeney, Acting Sergeant

 **A/Sgt Sweeney #39876**

Signature

2-9-10

Date

Designated Alternate:

Eric Hendricks, Captain

Capt. Eric A. Hendricks #17431

Signature

2/9/10

Date

Authorizing Government Official:

Sam Adams, Mayor

Signature

Date

TO BE COMPLETED BY TSD

Project No.: SC-10-35-05 PPB

Title: Portland Police MUTT

OTC approval date: August 19, 2009

Total project cost: \$25,000

TSD grant funds: \$20,000

All matching funds: \$5,000

Matching source(s): Local

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

ODOT GRANT BUDGET AND COST SHARING

183796

Project No.: SC-10-35-05 PPB
 Project Name: Portland Police MUTT
 Agency: Portland Police Bureau

Project Period: 02/01/10
 (From)

09/30/10
 (To)

(Office Use Only)

Grant Adjustment #: 0

Grant Adjust. Effective Date: 1/27/2010

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	
Match Details	113	@ \$	44.42 /hr = \$ 5,019.46
_____	0	@ \$	- /hr = \$ -
_____	0	@ \$	- /hr = \$ -
_____	0	@ \$	- /hr = \$ -
_____	0	@ \$	- /hr = \$ -
_____	0	@ \$	- /hr = \$ -
	Staff Subtotal		\$ 5,019.46
B. OT Enforcement		366	@ \$ 54.78 /hr = \$ 20,049.48
Overtime	0	@ \$	- /hr = \$ -
	Overtime Subtotal		\$ 20,049.48
C. Volunteer Time		0	@ \$ - /hr = \$ -
Volunteer Time	0	@ \$	- /hr = \$ -
	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

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

TSD FUNDS	MATCH	TOTAL
\$0	\$5,000	\$5,000
\$20,000	\$0	\$20,000
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0

ODOT GRANT BUDGET AND COST SHARING

183796

Project Number: Portland Police MUTT

6. **Other Project Costs**

A. Travel In-State \$ -

B. Travel Out-of-State (specify)**: \$ -

C. Office Expenses (supplies, photocopy, telephone, postage) \$ -

D. Other Costs (specify):

1.) \$ -

2.) \$ -

3.) \$ -

4.) \$ -

5.) \$ -

7. **Consultation/Contractual Services ****

A. \$ -

B. \$ -

Consult Total \$ -

8. **Mini-Grants *****

	TSD	Match
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
Subtotals	\$ -	\$ -

TSD FUNDS	MATCH	TOTAL
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$20,000	\$5,000	\$25,000

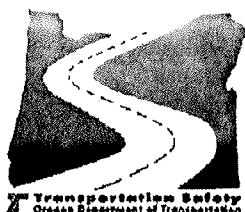
TOTAL

COST SHARING BREAKDOWN

1. TSD Funds	\$ 20,000	80%
2. Match: State	\$ -	0%
3. Match: Local	\$ 5,000	20%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 25,000	100%

Budget Comments:
Formula used by City of Portland Office of Management and Finance to calculate match amount. Federal standard.
 $\$20,000 / 0.80 = \$25,000 = \text{required total cost}$
 $\text{match} = \$25,000 - \$20,000 = \$5,000$

* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.
** TSD approval required prior to expenditures.



Reports And Claims Due Dates

Project No.: SC-10-35-05 PPB

Project Title: Portland Police MUTT

Calendar: FEDERAL FISCAL YEAR 2010

Grant Year: 2010

Reports/Claims

Due Dates

First Quarter (October 01 - December 31)

~~Quarterly Reports~~
~~Claims for Reimbursement~~

~~Sunday, January 10, 2010~~
~~Friday, February 5, 2010~~

Second Quarter (January 01 - March 31)

Quarterly Reports
Claims for Reimbursement

Saturday, April 10, 2010
Wednesday, May 5, 2010

Third Quarter (April 01 - June 30)

Quarterly Reports
Claims for Reimbursement

Saturday, July 10, 2010
Thursday, August 5, 2010

Fourth Quarter (July 01 - September 30)

Quarterly Reports
Claims for Reimbursement

Sunday, October 10, 2010
Friday, November 5, 2010

Project Evaluation Report

Evaluation Report Due

Friday, November 5, 2010

Claims for Reimbursement

Final Claims

Friday, November 5, 2010

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: Acting Sergeant Brian Sweeney

Project Director's Signature: 

Date: 2/9/10

A/Sgt Sweeney #39876