

OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT – PART I

TITLE OF PROJECT		
NormanPD Drug Recognition Expert Training		
GRANT EFFECTIVE DATE	PROJECT NUMBER	HIGHWAY SAFETY FUNDS OBLIGATED
_____	AL-13-02-03-13	\$ 67,000.00
GRANT PERIOD		
FROM <u>October 1, 2012</u>		\$ _____
TO <u>September 30, 2013</u>		\$ _____
PROJECT PERIOD		
FROM <u>October 1, 2000</u>		\$ _____
TO <u>September 30, 2013</u>		\$ 67,000.00

AFFIDAVIT

State of Oklahoma, County of Cleveland. I, Cindy S. Rosenthal (Mayor), of lawful age, being duly sworn, on oath say, that I am the duly authorized agent of the City of Norman of Norman, Oklahoma, for executing this grant with the Oklahoma Highway Safety Office (OHSO). I further state and agree to comply, to the best of my knowledge, information and belief, with all municipal, state and federal laws, regulations and directives governing grants including, but not limited to, those listed in this agreement. Referenced documents are on file at the OHSO. I further state that any and all claims for reimbursement under this agreement will be true and correct, that the work, services, or materials as shown by any claim will have been completed or supplied in accordance with the plans, specifications, orders, requests and all other terms of the grant prior to the filing of claims. I further state that I am the duly authorized agent of the grantee for the purpose of certifying the facts pertaining to the giving of things of value to governmental personnel in order to procure the grant or obtain payment, I am fully aware of the facts and circumstances surrounding the making of the grant and have been personally and directly involved in the proceedings leading to the procurement of the grant; and neither the grantee nor anyone subject to the grantee's direction or control has been paid, given or donated or agreed to pay, give or donate (to any officer or employee of the State of Oklahoma) any money or other things of value, either directly or indirectly, in procuring the grant or obtaining payment.

In reviewing this grant agreement and the circumstances involved with its implementation, an opinion was derived by the undersigned that any negative environmental impact will be substantially outweighed by the projected benefits of this project.

Date _____, 20____ Signature _____

Title Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE _____

Subscribed and Sworn to, before me, this _____ day of _____, 20____

My Commission expires _____ Commission Number _____

Notary Public

AFFIDAVIT

State of Oklahoma, County of Oklahoma.

I, Garry Thomas, of lawful age, being first duly sworn on oath say, that I am the duly authorized representative of the Governor of the State of Oklahoma and am duly authorized to carry out the statutory provisions of 47 O.S. 1971, Section 40-107, and all other laws, regulations and directives, pertinent to highway safety in the State of Oklahoma to the best of my knowledge, information, and belief.

Date _____, 20____ Signature _____

Director, Highway Safety Office

Subscribed and Sworn to, before me, this _____ day of _____, 20____

My Commission expires _____ Commission Number _____

Notary Public

Table of Contents

OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT - PART I

AUTHORIZATION	1
TABLE OF CONTENTS	2
PROJECT SUMMARY	3-4
PROJECT GOAL	3
PROBLEM IDENTIFICATION	3
PROJECT DESCRIPTION	3-4
EQUIPMENT JUSTIFICATION	4
EVALUATION.....	4
BUDGET SUMMARY	5
BUDGET DETAILS.....	6
ACTIVITY/MILESTONES.....	7

GENERAL PROVISIONS - PART II

SPECIFIC AGREEMENTS - PART III

ATTACHMENT

PROJECT DIRECTOR'S REPORT

Title of Project:

Norman PD Drug Recognition Expert Training

Project Number: AL-13-02-03-13

Responsible Agency: Norman Police Department

Project Director: Deputy Chief Jim Maisano

Phone Number: 405.366.5210

Address: 201-B W. Gray St.

Norman, OK 73069

Fax: 405.217.1067

Email: jim.maisano@normanok.gov

Reimbursement Information (where check is to be mailed):

Payee: City of Norman

Address: 201-B W. Gray St.

Norman, OK 73069

OHSO Funds Obligated: \$ 67,000.00

Other Funds Obligated: \$

Source of Other Funds:

Total of OHSO and Other Funds: \$ 67,000.00

PROJECT SUMMARY NARRATIVE SECTIONThe following pages of this PROJECT SUMMARY NARRATIVE SECTION will contain:

The Problem Identification, Project Goal, Project Description, Equipment and Equipment Justification, and Evaluation. The project objectives must be time-framed and measurable. The narrative also needs to include personnel utilization.

PROJECT GOAL:

To reduce the number of fatalities involving impaired drivers by 2% annually, from 216 in 2010 to 210 in 2013, by providing DRE and DRE Instructor training classes, in order to expand the ability of law enforcement agencies in Oklahoma to detect drugged drivers and increase enforcement of DUID laws.

PROBLEM IDENTIFICATION:

Impaired drivers continue to be a major problem nationwide and in the State of Oklahoma. Thousands of citizens are killed or injured by impaired drivers each year. The DRE program is designed to assist in the identification and prosecution of alcohol and drug impaired driving offenses to generate a general deterrence for this offense. In 2010, DRE-trained officers performed 249 enforcement evaluations. Of those evaluations, 70 (or 14.4%) were on drivers under the age of 21. In 9.7% of the DUI cases the subject refused to submit to a chemical test. Without DRE-trained officers to document and support the untrained officer, many of those cases may be dismissed due to lack of documentation of specific signs and symptoms. The DRE program is a beneficial program to prosecution in the state. DRE opinions for 2010 had just over a 95% positive confirmation rate for the DRE identifying correctly the drugs found in the chemical test sample. In addition, a report from the National DRE Data Tracking program supported by NHTSA shows that 33.8% of the DRE evaluations showed "poly-drug" use. This simply means that those impaired drivers had two or more drugs in their system at the time of testing. This multiple drug use causes higher levels of impairment and risk to citizens on our roadways. The DRE evaluation also helps to protect citizens from improper prosecution. Five of the evaluations conducted found impairment caused by medical issues, and not due to drug influence.

PROJECT DESCRIPTION:

The Norman Police Department will host and conduct training classes and certification sessions to train officers from various areas in the state to become Drug Recognition Experts to increase enforcement of DUI laws. A training class will also be conducted to train additional DRE instructors to assist with facilitation of classroom instruction and the

certification training process. Officers will be selected from various parts of the state in an effort to provide the most beneficial coverage possible statewide, and to support those departments with active DRE programs currently in place.

The project will implement activities in support of national highway safety goals to reduce motor vehicle fatalities. The Drug Evaluation and Classification course will be conducted as outlined by the International Association of Chiefs of Police, IACP, and NHTSA. The course will be comprised of a 2-day pre-school – verifying SFST skills, a 7-day classroom training session, and certification nights, during which students evaluate suspected impaired drivers and complete certification requirements as set by IACP.

Project deliverables also include expenditure of grant funds for the purpose of hosting the 2013 National DRE Conference in 2013 in Oklahoma.

EQUIPMENT JUSTIFICATION:

N/A

EVALUATION:

At the conclusion of the project year, and no later than November 1, 2013, the Project Director will submit a Summary Report outlining the accomplishments and deficiencies of the project and will compare results to initial baseline data (2010) to determine whether or not the project's goals were met.

BUDGET SUMMARY

Page 5 of 7 Pages

Page 5 of 7 Pages

PROJECT TITLE: Norman PD Drug Recognition Expert Training					Federal Fiscal Year: 2013					PROGRAM AREA Alcohol				
					Project Number: AL-13-02-03-13									
COST CATEGORY ITEMS		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
I. PERSONNEL														
A. Salaries	P													0
	A													0.00
B. Benefits	P													0
	A													0.00
II. TRAVEL														
A. In-State Travel	P	0	0	0	0	0	0	0	0	0	0	4,000	0	4,000
	A													0.00
B. Out-of-State Travel	P													0
	A													0.00
III. OPERATING COSTS														
	P	0	0	0	0	0	18,000	0	0	0	0	0	0	18,000
	A													0.00
IV. CONTRACTUAL COSTS														
	P	0	0	0	0	0	0	15,000	0	0	0	30,000	0	45,000
	A													0.00
V. EQUIPMENT														
	P													0
	A													0.00
MONTHLY TOTAL														
	P	0	0	0	0	0	18,000	15,000	0	0	0	34,000	0	67,000
	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

P = Projected Expenditures

P = Projected Expenditures

A = Actual Expenditures (To be completed by Project Director each month.)

OHSO-P-2c (06/10)

BUDGET DETAILSPage 6 of 7 Pages

Page 6 of 7 Pages

PROJECT TITLE:			Federal Fiscal Year: 2013					PROGRAM AREA		
Norman PD Drug Recognition Expert Training			Project Number: AL-13-02-03-13							
COST CATEGORY ITEMS		DESCRIPTION OF EXPENDITURE ITEMS		MONTH						TOTALS
				OCT	NOV	DEC	JAN	FEB	MAR	SEMI-ANNUAL
				APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
II.A.	1	In-state travel to cover registration fees for Oklahoma DREs attending the National DRE Conference, located in Oklahoma in 2013.	P							
			A							
			P					4,000		4,000
			A							
III.	1	Operating expenses to include costs for DRE training items, class room training supplies, chemical test supplies and other pre-approved items for the purpose of conducting the DRE training classes.	P						18,000	18,000
			A							
			P							18,000
			A							
IV.	1	Contractual services for costs associated with hosting the 2013 National DRE conference in Oklahoma, including meeting room expenses, A/V equipment usage fees, and other allowable costs.	P							
			A							
			P					30,000		30,000
			A							
IV.	2	Contractual Services include lodging and per diem for students and/or instructors who must remain overnight during periods of continued training and instruction. Reimbursement is subject to terms of the State Travel Act.	P							
			A							
			P	15,000						15,000
			A							
			P							
			A							
			P							
			A							

P = Planned Budget

A = Actual Expenditures (To be completed by Project Director each month.)

OHSO-P-2d(06/10)

ACTIVITY / MILESTONES

Page 7 of 7 Pages

Page 7 of 7 Pages

PROJECT TITLE: Norman PD Drug Recognition Expert Training						Federal Fiscal Year: 2013						PROGRAM AREA Alcohol			
						Project Number: AL-13-02-03-13									
No.	Activities		MILESTONES												
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
1	DRE training class preparation including promotion, securing instructors, ordering necessary equipment/ materials/supplies, and arranging student and instructor lodging.	P	X	X	X	X	X	X	X	X	X	X	X	X	0
		A													0
2	Maintain accurate and updated records of certified DREs in Oklahoma. Provide to OHSO and/or Board of Tests upon request.	P			X			X			X			X	0
		A													0
3	Conduct classroom instruction for both the 2-day pre-school and 7-day DRE training, and provide opportunities for "follow-up" certification nights.	P							X		X		X	X	0
		A													0
4	Plan, organize and host the 2013 National DRE Conference in Oklahoma.	P											X		0
		A													0
5	Submit project evaluation summary to OHSO by November 2, 2013.	P		X (2013)											0
		A													0

P = Projected Activities

P = Projected Activities

A = Actual Activities Accomplished (To be completed by Project Director each month.)

OHSO-P-2e (06/10)

REGULATIONS AND DIRECTIVES

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

1. Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.
2. Compliance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 49 CFR Parts 21 and 27. Title VIII of the Civil Rights Act of 1968 and any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.
4. Buy America Act, 23 U.S.C. 101.
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:
 - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - *Restriction on State Lobbying*; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
7. Equipment Purchased with Highway Safety Funds
 - Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project(49 CFR, Part 18 (Common Rule))
 - Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
 - Equipment maintenance and liability coverage are the Grantee's responsibility
 - Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
 - If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

GENERAL PROVISIONS

To dispose of ANY equipment, the Grantee MUST:

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

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

OHSO-P-2f (08/2011)

SPECIFIC AGREEMENTS – PART III

Grantee shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Grantee vehicles and/or on Grantee business to use safety belts in accordance with State law.

Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of your entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant award.

Grantee shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

Grantee shall encourage all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures.

Grantee shall submit monthly activity and reimbursement reports (including all appropriate documentation) to OHSO. Reports shall be submitted within 30 days of the end of the reporting month. Failure to comply with this 30-day limit may result in denial of the reimbursement claim.

Reports should include, as a minimum, the following:

1. Project Director's Report.
2. Budget Summary (include all cumulative year-to-date information).
3. Budget Details (include all cumulative year-to-date information).
4. Activity Milestones (include all cumulative year-to-date information).
5. Financial documentation for the current report (time sheets, payroll documents, invoices, purchase orders, and/or other appropriate verification of expenditures).
6. Activity documentation for the current report (include information on all projected activities whether completed or not, and any additional activities that were conducted; an explanation should be provided for any activities not completed).
7. Any additional, pertinent information to the project for the current reporting period.

This is a Federally funded project. The Federal Funds are provided by the NHTSA and, as such, may be subject to audit under Office of Management and Budget (OBM) or A-133. Unless other arrangements are made, any required audit is the responsibility of the Grantee.

Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.)

These "Specific Agreement" topics have been provided in an effort to assist grantees. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.


The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

OKLAHOMA HIGHWAY SAFETY OFFICE

PROJECT DIRECTOR'S REPORT

<u>TITLE OF PROJECT</u>			
Norman PD Drug Recognition Expert Training			
<u>PROJECT NUMBER</u>		<u>REIMBURSEMENT</u>	
AL-13-02-03-13		CLAIMED	\$
<u>REPORTING PERIOD</u>		OHSO	AMOUNT DISALLOWED \$
FROM	TO	USE	
		ONLY	TOTAL ALLOWED \$

SUMMARY OF ACCOMPLISHMENTS FOR REPORTING PERIOD

<u>AFFIDAVIT</u>	
<p>I, <u>Maj. Jim Maisano</u>, the undersigned, of lawful age, being first duly sworn, on oath, say that I am the duly authorized Project Director of the above mentioned grant agreement with the Oklahoma Highway Safety Office; do depose and say that I have full knowledge of this "Project Director's Report;" that said report is, in accordance with the aforementioned grant agreement, true and correct and that the claim for reimbursement is correct, just and due; that the amount claimed, after allowing all just credits, is now due and wholly unpaid; and that I am duly authorized to file this request for reimbursement of the aforementioned expenditure of funds. Affiant further states that he/she has fully complied with all Municipal, State and Federal Laws, Regulations and directives governing grants including, but not limited to, those listed in Parts II and III of the aforementioned grant agreement, to the best of his/her knowledge, information and belief.</p>	
<u>Project Director's Signature</u>	
	
PROJECT DIRECTOR	
<u>City of Norman</u>	
Grantee	
<u>Norman Police Department</u>	
Department or Division	<u>DATE</u>
OHSO USE ONLY	The Oklahoma Highway Safety Office hereby acknowledges satisfactory performance of all grant activities required under the above mentioned grant agreement. Documentation of the receipt and/or performance is on file and available at OHSO.
By _____	Date _____ P.O.# _____