

## OHSO Highway Safety Application FFY2015

Organization: Norman, City of

OHSO-FFY2015-NORMAN CI-00082

**Grant Agreement Summary – Part 1****Title of Contract:** Drug Recognition Expert (DRE) Training**OHSO Project Number:** M5TR-15-02-03-15**Award Amount:** \$71,000.00**CFDA Number:** 20.6160000**OHSO Project Number:****Award Amount:****CFDA Number:****TOTAL AWARD:** \$71,000.00**Project Period:** October 1, 2014 – September 30, 2015**Primary Program Area:** Impaired Driving**Organization:** Norman Police Department**Address:** 201-B West Gray Street**City:** Norman**State:** OK**Zip:** 73069**FEI Number:** 73-6005350**DUNS Number:** 101501240**Project Director:** Jim Maisano**Title:** Deputy Chief**Phone Number:** (405) 366-5210**Fax Number:** (405) 217-1067**Project Goals:**

1. To aid in the reduction of the number of alcohol-related fatal crashes in Oklahoma by 1% annually, from 242 in 2012 to 235 in 2015.
2. Increase the number of DREs trained by a minimum of 40 Officers.

**Problem Identification:**

Impaired drivers continue to be a major problem in Oklahoma, causing numerous injury and fatal crashes each year. The DRE program is designed to assist in the identification and prosecution of alcohol/ drug impaired driving offenses to generate a general deterrence. In 2012, DRE-trained officers performed 232 enforcement evaluations. Of those evaluations, 8.54% were on drivers under the age of 21. The DRE program is a beneficial program to prosecution in the state. DRE opinions for 2013 had just over a 90% 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 45% of the DRE evaluations in Oklahoma in 2013 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 arrests. Two of the evaluations conducted found impairment caused by medical issues, and not due to drug influence.

**Project Description:**

The Norman Police Department will coordinate 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. Norman PD will work to expand the DRE program by a minimum of 40 DREs by providing 2 DRE courses (in Oklahoma City and Tulsa). 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. Officers who successfully complete the program will be provided a Portable Breath Testing (PBT) device, in compliance with the Buy America Act. PBT training will be provided; maintenance and calibration will be the responsibility of the recipient. A training class will also be conducted to train additional DRE instructors to assist with facilitation of classroom instruction and the certification training process. The Drug Evaluation and Classification course will be conducted as outlined by the 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 impaired drivers and complete certification requirements as set by IACP.

The DRE Coordinator will work with the CLEET Impaired Driving Training Coordinator to promote and market the DRE class, update and maintain DRE records, identify active and inactive DREs, and target Officers in geographical areas of the state lacking DRE trained Officers to include in the courses. Additionally, further evaluation of the courses will be conducted to ensure consistency among instructors providing training. The DRE Coordinator will utilize travel funds to attend pre-approved and relevant TAP, DRE Section IACP Highway Safety Committee and IACP National Law Enforcement Challenge meetings. Reimbursement is provided in

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**Grant Agreement Summary – Part 1**

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accordance with the State Travel Act.

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

In addition, the grantee agrees to the following:

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

**Budget Summary Projections**

Cost Category Items	1st Quarter			2nd Quarter		
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
<b>I. Personnel</b>						
A. Salaries	\$0	\$0	\$0	\$0	\$0	\$0
B. Benefits	\$0	\$0	\$0	\$0	\$0	\$0
<b>II. Travel</b>						
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$2,000.00	\$0	\$0	\$0	\$2,000.00	\$0
<b>III. Operating Costs</b>	\$0	\$0	\$0	\$0	\$25,000.00	\$0
<b>IV. Contractual Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>V. Equipment</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Monthly Total</b>	<b>\$2,000.00</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,000.00</b>	<b>\$0</b>

	3rd Quarter			4th Quarter			Annual Total
	Apr	May	Jun	Jul	Aug	Sep	
I. Personnel							
A. Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
II. Travel							
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$2,000.00	\$0	\$2,000.00	\$0	\$2,000.00	\$0	\$10,000.00
III. Operating Costs	\$21,000.00	\$0	\$0	\$0	\$0	\$0	\$46,000.00
IV. Contractual Costs	\$7,500.00	\$0	\$0	\$0	\$7,500.00	\$0	\$15,000.00
V. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Total	\$30,500.00	\$0	\$2,000.00	\$0	\$9,500.00	\$0	\$71,000.00

## Budget Detail Projections

Cost Category Item: II.B. 1	Project Number: M5TR-15-02-03-15		Description: Out of state travel for the DRE Coordinator to attend designated TAP and IACP meetings. Travel is reimbursed in accordance with the State Travel Act.				
	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
	\$2,000.00				\$2,000.00		\$4,000.00
	APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
	\$2,000.00		\$2,000.00		\$2,000.00		\$10,000.00

Cost Category Item: III. 1	Project Number: M5TR-15-02-03-15	Description: 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, in compliance with the Buy America Act.					
		OCT	NOV	DEC	JAN	FEB	MAR
					\$25,000.00		\$25,000.00
	APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
							\$25,000.00

Cost Category Item: III. 2	Project Number: M5TR-15-02-03-15	Description: Operating expenses to include the purchase of PBTs, at a rate of no more than \$400 per item, to distribute to DRE candidates who successfully complete the program. Items purchased must be in compliance with the Buy America Act.					
	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
							\$0
	APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
	\$21,000.00						\$21,000.00

Cost Category Item: IV. 1	Project Number: M5TR-15-02-03-15	Description: Contractual services to 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.					
	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
							\$0
	APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
	\$7,500.00				\$7,500.00		\$15,000.00

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>
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**Budget Detail Projections**

OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:	Project Number:		Description:					
		OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
								\$0
		APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
								\$0

Cost Category Item:	Project Number:		Description:				
	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
							\$0
	APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
							\$0

Cost Category Item:	Project Number:		Description:				
	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
							\$0
	APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
							\$0

Cost Category Item:	Project Number:		Description:				
	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
							\$0
	APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
							\$0

Cost Category Item:	Project Number:	Description:					
	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
							\$0

**Budget Detail Projections**

APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:	Project Number:	Description:	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
									\$0
			APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
									\$0

Cost Category Item:	Project Number:	Description:	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
									\$0
			APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
									\$0

Cost Category Item: III.	Project Number:	Description:	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
									\$0
			APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
									\$0

Cost Category Item:	Project Number:	Description:	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
									\$0
			APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
									\$0

Cost Category Item:	Project Number:	Description:	OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
									\$0
			APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
									\$0

**Budget Detail Projections**

Cost Category Item:	Project Number:	Description:					
		OCT	NOV	DEC	JAN	FEB	Semi-Annual
							\$0
		APR	MAY	JUN	JUL	AUG	ANNUAL
							\$0

Cost Category Item:	Project Number:	Description:					
		OCT	NOV	DEC	JAN	FEB	Semi-Annual
							\$0
		APR	MAY	JUN	JUL	AUG	ANNUAL
							\$0

Cost Category Item:	Project Number:	Description:					
		OCT	NOV	DEC	JAN	FEB	Semi-Annual
							\$0
		APR	MAY	JUN	JUL	AUG	ANNUAL
							\$0

Cost Category Item:	Project Number:	Description:					
		OCT	NOV	DEC	JAN	FEB	Semi-Annual
							\$0
		APR	MAY	JUN	JUL	AUG	ANNUAL
							\$0

Cost Category Item:	Project Number:	Description:					
		OCT	NOV	DEC	JAN	FEB	Semi-Annual
							\$0
		APR	MAY	JUN	JUL	AUG	ANNUAL
							\$0

Organization: Norman, City of

## Activity/Milestones Projections

[illegible]



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## General Provisions - Part II

### REGULATIONS AND DIRECTIVES

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

1. Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office .
2. The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.
4. Buy America Act, 23 U.S.C. 101.
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions :
  - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. 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

To dispose of ANY equipment, the Grantee MUST:

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

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

#### **Instructions for Lower Tier Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily exclude from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**Specific Agreements - Part III**

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.

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**Certification**

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

Printed Name of Chief Executive Officer:

**Title:****Date:**

Aug 4 2014 10:59AM

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

**Signature:** \_\_\_\_\_