

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: 4 September 2007

SUBJECT: Traffic Grant Approval

ATTACHMENTS: Approved Traffic Grant Application
Contract Resolution
Consent Agenda Request

SUMMARY OF REQUEST:

The Henderson County Sheriff's Office requests that the Henderson County Board of Commissioners approve the one law enforcement position created by the traffic grant provided by the North Carolina Governor's Highway Safety Program. This grant has received the approval of the North Carolina Governor's Highway Safety Program and is awaiting the approval of the Contract Resolution by the Henderson County Board of Commissioners.

Funding for this position's salary, benefits and equipment is provided by the North Carolina Governor's Highway Safety Program for the first year. There is a 25% local match required for the equipment which equates to \$12,985. These funds will be provided by the North Carolina State Drug Excise Tax Fund.

Continued funding will be sought through the North Carolina Governor's Highway Safety Program to fund this position in the future, beyond September 30, 2008.

BOARD ACTION REQUESTED:

The Board is requested to approve the grant contract resolution and authorize Sheriff Rick Davis to enter into a contract with the North Carolina Governor's Highway Safety Program to execute the grant.

Suggested Motion:

I move the Board approve the contract resolution and allow Sheriff Rick Davis to proceed with the approved traffic grant.

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION
Form GHSP-02-A

(To be completed, attached to and become part of Form GHSP-02, Highway Safety Project Contract.)

WHEREAS, the Henderson County Sheriff's Office (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that the Henderson County Board of Commissioners (The Governing Body of the Agency)

Commissioners (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Henderson County Board of Commissioners IN OPEN MEETING ASSEMBLED IN THE CITY OF Hendersonville, NORTH CAROLINA,

(Governing Body)

THIS 4 DAY OF September, 20 07, AS FOLLOWS:

THIS 4 DAY OF September, 20 07, AS FOLLOWS:

- 1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Rick Davis, Sheriff is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 80,638.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 12,985.00 as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by (Chairperson/Mayor)

ATTESTED BY (Clerk)

SEAL

DATE

Project Number: _____ - _____ - _____ - _____	CFDA#: 20. _____ Ref #: _____ - _____
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SECTION B – BUDGET DETAIL

(Refer to Instruction Sheet)

Personnel Costs

<u>Personnel Position</u>	<u>Salary</u>	
<u>Deputy Sheriff, Traffic Officer</u>	<u>\$30,992.00</u>	Deleted: <input type="text"/>
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Total Salaries Cost \$30,992.00 Deleted: \$

<u>Personnel Fringe Benefits</u>	<u>Cost</u>	
<u>FICA</u>	<u>\$2,371.00</u>	Deleted: <input type="text"/>
<u>Retirement</u>	<u>\$1,550.00</u>	Deleted: \$ <input type="text"/>
<u>Medical Insurance</u>	<u>\$4,942.00</u>	Deleted: <input type="text"/>
<u>Dental Insurance</u>	<u>\$338.00</u>	Deleted: \$ <input type="text"/>
<u>401(k) Plan</u>	<u>\$1,490.00</u>	Deleted: <input type="text"/>
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Total Fringe Benefits Cost \$10,691.00 Deleted: \$

Total Personnel Costs \$41,683.00 Deleted: \$

Contractual Services

<u>Contractual Service To Be Provided</u>	<u>Cost</u>	
	\$	
	\$	
	\$	
	\$	

Total Contractual Services \$0.00 Deleted: \$

Indirect Costs

Indirect Costs

Cost

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Total Indirect Costs

\$0.00

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SECTION C – NARRATIVE DESCRIPTION OF PROJECT

Statement of Problem

Dating back to 2003, and including the first 9 months of this year, there have been a total of 5,992 collisions (133.2 per month) investigated by the North Carolina Highway Patrol in Henderson County. Out of the total number of collisions investigated, 377 or 6.3% were alcohol related. While less than 1% of the total number of collisions resulted in a fatality we feel like our roads can and should be safer.

While the data is nearly similar, the numbers provided by the University of North Carolina's Highway Safety Research Center solidify that the roads in Henderson County must be made safer. According to their data, there were 128 traffic crashes in 2003 related to alcohol. In 2004 the Center reports 129 alcohol related crashes in Henderson County and 106 crashes for 2005. The 2006 data is not available at this point. For overall crashes, the Research Center reports 2,319 crashes in 2003, 2,404 in 2004 and 2,338 in 2005. Much in line with the data provided by the North Carolina Highway Patrol, the Center reports that during each of these years, less than 1% of all traffic crashes resulted in a fatality. The University of North Carolina Highway Safety Research Center reports a total of 7,061 crashes between 2003 and 2005 in Henderson County. A total of 3,671 of these crashes or roughly 52% resulted in some type of injury, but not a fatality. Of the 363 alcohol related crashes reported by the Center between 2003 and 2005 in Henderson County, 268 or roughly 74% of these crashes resulted in some type of injury, but not a fatality.

In 2003 Henderson County averaged 1.3 traffic fatalities per month and 1.4 traffic fatalities per month in 2004 and 2005. Fortunately, the trend for 2006 appears to show an improvement; however, we must remain vigilant in our efforts to keep the roads of Henderson County as safe as possible.

So far in 2007 positive progress seems to have been made throughout Henderson County. Members of the community are attending traffic safety awareness programs put on by the Traffic Enforcement Officer with the Henderson County Sheriff's Office. This Deputy has also been able to present traffic safety seminars to all high school seniors in Henderson County. These are positive steps in the right direction to make the roads of Henderson County safer.

Proposed Solution

Goal #1: Reduce the number of traffic crashes on the roads of Henderson County by 50% by July 1, 2009.

Objectives: This can be accomplished through an in-depth process which will include speed enforcement, aggressive driving enforcement, enforcement of alcohol related incidents and community education.

Goal #2: Continue to strengthen public relations and education throughout Henderson County as both relate to safe driving habits and awareness.

Objectives: This will be accomplished through community educational meetings and town hall events with members of the Henderson County Traffic Team.

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Goal #3: Reduce the number of alcohol related traffic crashes on the roads of Henderson County by 50% by July 1, 2009.

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- Objectives: 1. Train each Traffic Officer as well as all patrol officers in Standardized Field Sobriety Testing by July 1, 2008.
2. Conduct 2 Community Educational Meetings each month beginning December 1, 2007.
3. Partner with agencies throughout Henderson County to ensure that educational information is relayed throughout the community on how to avoid alcohol related crashes.
4. Participate in at least one type of check-point (ie, Booze It and Lose It, Click It or Ticket) each month.
5. Provide each patrol officer with an alco-sensor and the proper training by July 1, 2009.
6. Discuss the risks of driving while impaired with high school students of all ages throughout the school year via educational seminars.

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SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives listed in the narrative above. Tasks that extend beyond one quarter should specify the elements of the task that are to be performed for the specific quarters.

First Quarter (October, November, December)

- Train Traffic Officer, send to all applicable schools and classes
- Purchase all necessary equipment for the Traffic Officer
- Click It or Ticket Checkpoint each month (partner with other law enforcement agencies)
- Booze and Lose It Checkpoint each month (partner with other law enforcement agencies)
- Participate in all applicable and timely Governor’s Highway Safety Program Events
- Educational Town Hall Meeting (northern end of Henderson County)
- Conduct educational seminar at two Henderson County high schools

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Second Quarter (January, February, March)

- Ensure that the traffic officer is current and up-to-date with all necessary training
- Click It or Ticket Checkpoint each month (partner with other law enforcement agencies)
- Booze and Lose It Checkpoint each month (partner with other law enforcement agencies)
- Participate in all applicable and timely Governor’s Highway Safety Program Events
- Conduct educational seminar at two Henderson County high schools
- Educational Town Hall Meeting (southern end of Henderson County)
- Educational Town Hall Meeting (within the City of Hendersonville)
- Partner with MADD North Carolina to create a MADD Chapter in Henderson County
- Begin to purchase additional equipment for officers throughout the Henderson County Sheriff’s Office

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Third Quarter (April, May, June)

- Initiate training for additional officers throughout the Henderson County Sheriff’s Office
- Click It or Ticket Checkpoint each month (partner with other law enforcement agencies)
- Booze and Lose It Checkpoint each month (partner with other law enforcement agencies)
- Participate in all applicable and timely Governor’s Highway Safety Program Events
- Educational Town Hall Meeting (eastern end of Henderson County)
- Continue purchasing of additional equipment for officers throughout the Henderson County Sheriff’s Office
- Conduct alcohol awareness seminars at each high school in Henderson County in a timely fashion for Prom awareness

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Fourth Quarter (July, August, September)

- Continue training for Traffic Officer and others within the agency
- Click It or Ticket Checkpoint each month (partner with other law enforcement agencies)
- Booze and Lose It Checkpoint each month (partner with other law enforcement agencies)
- Participate in all applicable and timely Governor’s Highway Safety Program Events
- Implement educational program in each Henderson County high school
- Educational Town Hall Meeting (western end of Henderson County)
- Coordinate with Henderson County Public Schools to ensure proactive educational plan for the following school year

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SECTION E – PROJECT CONTINUATION

It is the intent of the Henderson County Sheriff's Office to continue to strengthen the Traffic Enforcement Team after the completion of this grant. The Henderson County Sheriff's Office plans to continue its strong relationship with the North Carolina Department of Transportation and the Governor's Highway Safety Program to ensure that the roads of Henderson County grow safer with each passing year.

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North Carolina Governor's Highway Safety Program Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964;
 - (b) Title IX of the Education Amendments of 1972, as amended;
 - (c) 49 CFR Part 21, Non-Discrimination in Federally-assisted programs of the United States Department of Transportation, hereinafter referred to as "USDOT", as amended;
 - (d) 49 CFR Part 27, Rehabilitation Act of 1973, as amended; and
 - (e) The Age Discrimination Act of 1975, as amended.
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments;
 - (b) Office of Management and Budget, hereinafter referred to as "OMB", Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;
 - (c) OMB Circular A-21, Cost Principles for Institutions of Higher Education;
 - (d) OMB Circular A-122 Cost Principles for Nonprofit Organizations;
 - (e) 5 U.S.C. §§ 1501-1508 and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (Hatch Act); and
 - (f) NHTSA Grant Funding Policies, as revised, February 2002.
4. **Lobbying.** The Agency agrees to comply with the restrictions of lobbying members of Congress, 18 USC, Section 1913; Section 326 of the FY 2000 DOT Applications Act, prohibiting the use of USDOT Federal funds for "grass roots" lobbying campaigns to encourage third parties, members of special interest groups, or the general public to urge members of a State legislature to support or oppose a pending legislative or appropriations matter.

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5. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Subpart B, §____.200. Guidance on determining Federal awards expended is provided in OMB Circular A-133, Subpart B, §____.205.
- (b) **Single Audit.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133, Subpart B, §____.500, except when they elect to have a program-specific audit conducted in accordance with OMB Circular A-133, Subpart B, §____.200, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143-6.1.

6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.

- (a) The prospective lower tier participant (the Agency) certifies, by submission of this contract 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 Federal Agency.
- (b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

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7. Conditions for State, Local and Indian Tribal Governments. State, local and Indian tribal government Agencies shall adhere to the standards established by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments, and additions or amendments thereto. Agencies shall also adhere to the standards established by the Office of Management and Budget, and in particular, OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

8. Conditions for Institutions of Higher Education. If the Agency is an institution of higher education, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-21, Cost Principles for Institutions of Higher Education for determining costs applicable to grants and contracts with educational institutions.

9. Conditions for Non-Profit Organizations. If the Agency is a non-profit organization, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-122, Cost Principles for Non-profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

10. Conditions for Hospitals. If the Agency is a hospital, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and 45 CFR Subtitle A, Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

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B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule). Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule) and Executive Order 150 as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-6 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

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6. Property and Equipment.

(a) Maintenance and Inventory. The Agency shall maintain and inventory all property and equipment purchased under this contract.

(b) Utilization. The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.

(c) Title Interest. The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:

(i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

(d) Non-expendable Property. Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

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7. Promotional or Other Materials. Any promotional or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production. The cost of promotional materials is limited to a maximum of \$5.00 per item. Items in excess of \$5.00 may not be purchased without the expressed written approval of the GHSP.

8. Review of Reports and Publications. Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. Reimbursement.

(a) General. Progress payments, based upon actual allowable costs for not less than one (1) month or more than three (3) months may be made upon receipt of an itemized invoice from the Agency on forms provided by the Department. The itemized invoice shall be supported by documentation of costs as prescribed by the Department.

(b) Approval. The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.

(c) Unapproved Costs. Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.

(d) Final Reimbursement Claims. Final reimbursement claims must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.

(e) Expending Funds Under This Contract. Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

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10. Project Costs. It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

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11. Program Income. The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 49 CFR Part 18. Program income earned during the contract period shall be retained by the Agency and added to the funds committed to the project by the GHSP and be used to further eligible program objectives. Program income must be accounted for separately and the records made available for audit purposes.

12. Project Directors. The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. Reports Required.

(a) Quarterly Progress Reports. Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests will be processed.

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(b) Final Accomplishments Report. A Final Accomplishments Report must be submitted to the GHSP within thirty (30) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, cost reimbursement requests will be processed.

(c) Audit Reports. Audit reports required in Section A-5 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

(a) General. All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.

(b) Requests. Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.

(c) Agency Travel Policy Required. For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.

(d) Agenda Required. Out-of-state travel requests must include a copy of the agenda for the travel requested.

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15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) Tasks Required. The following tasks must be included in Section D of this contract:

- (i) A minimum of one (1) safety belt checkpoint per month;
- (ii) A minimum of one (1) impaired driving checkpoint per quarter;
- (iii) Participation in all "Click It or Ticket" campaigns;
- (iv) Participation in all "Booze It & Lose It" campaigns;
- (v) Participation in any event or campaign as required by the GHSP.

An effort must be made to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

(b) Certifications Required.

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

(c) Report Required - Monthly Enforcement Data Report. In addition to the reports mentioned above, law enforcement agencies must submit a Monthly Enforcement Data Report on the form provided by the Department. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

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16. Conditions for Local Governmental Agencies.

(a) Resolution Required. If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.

(b) Resolution Content. The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-5 above.

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17. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

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18. Continued Federal and State Funding.

(a) Federal Funding. The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

19. Performance. All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

20. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

21. Department Held Harmless.

(a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

(b) For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

22. Records Access and Retention.

The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for three (3) years from the date of final payment from the Department, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State,

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NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 23. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

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- 24. Cancellation, Termination, or Suspension of Contract.**

(a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, this contract may be canceled, terminated, or suspended in whole or in part by the Department, by giving the Agency thirty (30) days advanced written notice. The Department, before issuing notice of cancellation, termination, or suspension of this contract, may allow the Agency a reasonable opportunity to correct for noncompliance.

(b) **By the Agency.** The Agency may terminate this contract by providing thirty (30) days advanced written notice to the Department.

- 25. Completion Date.**

Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

26. Signature.

By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME <u>Joe Johnson</u>	TITLE <u>Director of Public Affairs</u>	ADDRESS <u>201 North Main Street</u> <u>Hendersonville, NC 28792</u>
SIGNATURE	DATE	TELEPHONE NUMBER <u>(828)694-2718</u>
AGENCY AUTHORIZING OFFICIAL		
NAME <u>Rick Davis</u>	TITLE <u>Sheriff</u>	ADDRESS <u>201 North Main Street</u> <u>Hendersonville, NC 28792</u>
SIGNATURE	DATE	TELEPHONE NUMBER <u>(828)694-2723</u>
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME <u>Rick Davis</u>	TITLE <u>Sheriff</u>	ADDRESS <u>201 North Main Street</u> <u>Hendersonville, NC 28792</u>
SIGNATURE	DATE	TELEPHONE NUMBER <u>(828)694-2718</u>
FOR THE GOVERNOR'S HIGHWAY SAFETY PROGRAM		
CONTRACT APPROVAL BY THE DEPARTMENT		
This contract is approved for Federal fiscal year _____ and authorization to proceed with this highway safety project is granted effective _____ through September 30, 20____, subject to applicable State and Federal laws and regulations, and the conditions stated above.		
APPROVAL DATE	SIGNATURE OF THE DIRECTOR OR DESIGNEE	

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North Carolina Governor's Highway Safety Program
Instructions for Form GHSP-02
Highway Safety Project Contract

Instructions for the completion of **Form GHSP-02**:

A. General Instructions

1. All cost figures must be for the first year only.
2. All cost figures must be in **whole** dollars only.
3. All information must be included on the form. If additional space is needed, attach additional information to the form.
4. Complete one signed original contract application. When approved, a copy of the completed original will be returned to the grantee.
5. Mail the form to Governor's Highway Safety Program, Attn: Manager - Planning, Programs, and Evaluation, 215 East Lane Street, Raleigh, NC, 27601.
6. If you have questions about any aspect of the funding process, including the completion of form GHSP-02, please call the Planning, Programs and Evaluation unit of the GHSP at 919-733-3083 or 800-999-9676.

B. Instructions for Section A – General Information (Page 1)

1. *Name of Applicant Agency* – The name of the agency requesting funding.
2. *Address of Applicant Agency* – The mailing address of the agency.
3. *Location of Project* – Indicate the location of the project if it is different than the mailing address of the agency
4. *Name of Project Contact Person for Agency* – The primary contact for the agency.
5. *Telephone Number of Contact Person* – The telephone number of the primary contact for the agency.
6. *Email Address of Contact Person* – The email address of the primary contact for the agency.
7. *Fax Number of Contact Person* – The fax number of the primary contact for the agency.
8. *Federal Tax ID Number / Type of Agency* – Fill in the agency's Federal Tax ID Number and check the box of the type of Agency.
9. *Type of Application* – Indicate if this is an Initial or Continuation project and the year of funding. If this is an Initial application, the year of funding will be 1.
10. *Project Title* – The title of the project. This field is optional.
11. *Budget* – This information will be the summary of the total category costs brought forward from Section B – Budget Detail.
12. *Specify How Non-Federal Share Will Be Provided* – Explain the source of the State or Local funds that will be used as matching funds. If the Agency is a part of a county or municipal government, attach Form GHSP-02-A, Local Government Resolution.

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C. Instructions for Section B – Budget Detail (Pages 2 – 4)

1. Personnel Costs (Page 2)

Note: Travel and Training costs must be listed under Other Direct Costs.

- a. **Personnel Position** – List the specific personnel position or positions needed to accomplish the stated goals. If none are required, this may not be the proper form to complete. Contact the Planning, Programs and Evaluation Section for assistance.
- b. **Salary** – Provide the salary or salaries of the position or positions identified.
- c. **Total Salaries Cost** – Total all salaries.
- d. **Personnel Fringe Benefits** – List the specific fringe benefits to be paid for each position.
- e. **Cost** – Provide the costs of the position or positions identified.
- f. **Total Fringe Benefits Cost** – Total all fringe benefits.
- g. **Total Personnel Costs** – Enter the total of **Total Salaries Cost** and **Total Fringe Benefits Cost**. Also enter the amount in the **Total Project Amount** column of **Personnel Costs** in **Section A, #11 Budget**.
- h. In **Section A, #11 Budget**, split out the amount of federal and local funding for project cost assumption. The sum of **Federal Funds** and **Local Funds** must equal the **Total Personnel Cost**. The formula for the local match of personnel funds is contained in the chart below:

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Local Personnel Funds Match

First year	0%
Second year	25%
Third year	50%
Fourth year	100%

- i. Enter the percentages and amounts in the appropriate columns for **Personnel Costs** in **Section A, #11 Budget**.

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2. Contractual Services (Page 2)

- a. **Contractual Services To Be Provided** – List the specific service(s) and service provider(s).

Note: Service providers are required to adhere to the terms and conditions set out in the "Acceptance of Conditions" section of this contract.

- b. **Cost** – Provide the cost of the services to be provided.
- c. **Total Contractual Services Cost** – Enter the total of **Contractual Costs**. Also enter the amount in the **Total Project Amount** column of **Contractual Services** in **Section A, #11 Budget**.
- d. In **Section A, #11 Budget**, split out the amount of federal and local funding for project cost assumption. The sum of **Federal Funds** and **Local Funds** must equal the **Total Contractual Services Cost**. The formula for the local match of contractual services funds is contained in the chart below:

Local Contractual Services Funds Match

First year	25%
Second year	50%
Third year	75%
Fourth year	100%

3. Commodities Costs (Page 3)

- a. **Commodities** – List the specific commodities to be procured.
- b. **Cost** – Provide the cost of the commodities to be procured.
- c. **Total Commodities Cost** – Enter the total of **Commodities Costs**. Also enter the amount in the **Total Project Amount** column of **Commodities** in **Section A, #11 Budget**.
- d. In **Section A, #11 Budget**, split out the amount of federal and local funding for project cost assumption. The sum of **Federal Funds** and **Local Funds** must equal the **Total Commodities Cost**. The formula for the local match of commodities funds is contained in the chart below:

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Local Commodities Funds Match

First year	25%
Second year	50%
Third year	75%
Fourth year	100%

4. Other Direct Costs (Page 3)

- a. **Equipment**
 - 1. **Equipment** – List the specific equipment to be procured.
 (Please see the attached Addendum that list the maximum allowed cost for specific equipment items)
 - 2. **Cost** – Provide the cost of the equipment to be procured.
 - 3. **Total Equipment Cost** – Enter the total of **Equipment Costs**.
- b. **Travel**
 - 1. **In-State Travel** – Enter the total cost of in-state travel.
 - 2. **Out-of-State Travel** – Enter the total cost of out-of-state travel.
 - 3. **Total Travel Cost** – Enter the total of **In-State Travel** and **Out-of-State Travel**.
- c. **Other Items of Direct Cost**
 - 1. **Other Items of Direct Cost** – List the specific other items of direct cost to be procured.
 - 2. **Cost** – Provide the cost of the other items of direct cost to be procured.
 - 3. **Total Other Items of Direct Cost** – Enter the total of **Other Items of Direct Cost**.
- e. **Total Direct Cost** – Enter the total of **Total Equipment Cost Costs**, **Total Travel Cost**, and **Total Other Items of Direct Cost**. Also enter the amount in the **Total Project Amount** column of **Other Direct Costs** in **Section A, #11 Budget**.
- f. In **Section A, #11 Budget**, split out the amount of federal and local funding for project cost assumption. The sum of **Federal Funds** and **Local Funds** must equal the **Total Other Direct Cost**. The formula for the local match of commodities funds is contained in the chart below:

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Local Other Direct Costs Funds Match

First year	25%
Second year	50%
Third year	75%
Fourth year	100%

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5. Indirect Costs (Page 4)

- a. **Indirect Costs** – List the specific indirect costs.
- b. **Cost** – Provide the cost of the indirect costs.
- c. **Total Indirect Costs** – Enter the total of **Indirect Costs**. Also enter the amount in the **Total Project Amount** column of **Indirect Costs** in **Section A, #11 Budget**.
- d. In **Section A, #11 Budget**, split out the amount of federal and local funding for project cost assumption. The sum of **Federal Funds** and **Local Funds** must equal the **Total Indirect Costs**. The formula for the local match of Indirect funds is contained in the chart below:

Local Indirect Costs Funds Match	
First year	25%
Second year	50%
Third year	75%
Fourth year	100%

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D. Instructions for Section C – Narrative Description of Project (Page 5)

1. Statement of Problem

State the problem or problems in concise terms that will specifically identify and describe the particular problem(s). Include the nature and extent of the problem(s). Included should be an analysis of trends in crash and/or other data, preferably for the prior three calendar years. Provide sufficient data to demonstrate the problem(s) being addressed.

2. Proposed Solution

The types of countermeasures appropriate to the problem should be stated as the basis for determining a solution to the problem(s). Include specific objectives for a single year effort. Also, include long-range goals that indicate the changes or outcomes expected over a three to five year period. These objectives should be consistent with the problem statement, well defined, and stated in measurable terms for a specific time frame. (See *following example*)

Example:

Goal: To reduce the number of injuries and fatalities as a result of alcohol-related traffic crashes in Somewhere, North Carolina by x% by 20xx.

Objectives:

1. To train 45 police officers in Standardized Field Sobriety Testing (SFST) by March 31, 20xx.
2. To conduct eight public information and education presentations each quarter.

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E. Instructions for Section D – Schedule of Tasks by Quarters (Page 6)

List the schedule of tasks by quarters referring specifically to the objectives listed in Section C – Narrative Description of Project. Tasks that extend beyond one quarter should specify the elements of the task that are to be performed for the specific quarters.

F. Instructions for Section E – Project Continuation (Page 6)

The Governor's Highway Safety Program (GHSP) has a cost assumption policy. Funding is made available to get projects started. The activities of the project are expected to continue after the GHSP funding has ceased and the grantee must assume all costs for the continuation of the project. Please explain how this project will be continued after GHSP funding ends, including sources of funding.

G. Acceptance of Conditions (Pages 7 – 14)

The **Acceptance of Conditions** is a critical part of the contract. The Agency is required to adhere to all terms and conditions of the **Acceptance of Conditions**. Failure to do so may result in sanctions including withholding of reimbursement pending compliance, a reduction in the amount of funding, and/or cancellation of the contract in its entirety.

Signatures - The **Agency Project Director**, the **Agency Authorizing Official**, and the **Agency Official Authorized to Receive Funds** must sign the contract and include the required **Name, Title, Address, Date, and Telephone Number** before submission to the GHSP.

RICHARD W. DAVIS
SHERIFF



COMMUNICATIONS - 828/697-4911
PATROL DIVISION - 828/697-4940
CIVIL & COURTS - 828/697-4940
CRIMINAL INVESTIGATIONS - 828/697-4930
DETENTION - 828/697-4955
FAX - 828/697-4759

HENDERSON COUNTY SHERIFF'S OFFICE

Memorandum

To: Steve Wyatt, County Manager

From: Sheriff Rick Davis

Date: 24 August 2007

Re: Sheriff's Office Traffic Position

On 16 July 2007 the Henderson County Sheriff's Office received approval of a grant application with the North Carolina Governor's Highway Safety Program. The Henderson County Sheriff's Office would like to use the available grant funds to place an additional officer dedicated to traffic enforcement on the roads of Henderson County. Currently, we have one officer assigned to traffic enforcement which was also started with a grant from the North Carolina Governor's Highway Safety Program.

The objectives of this position are as follows:

- Reduce alcohol related incidents by 50% through increased DWI enforcement.
- Reduce the number of overall crashes on the roads of Henderson County by 50%.
- Reduce the number of traffic fatalities on the roads of Henderson County by 50%.
- Focus on speed enforcement, aggressive driving and alcohol related incidents.
- Strengthen public relations and education throughout Henderson County as they relate to safe driving habits and driving awareness.
- Conduct Town Hall Meetings to present materials explaining the goals and plans of the Safe Roads Henderson County Initiative.

This grant will provide the salary, benefits, vehicle and needed equipment to carry out the duties of this traffic position.

Pending the Board of Commissioner's approval, the Henderson County Sheriff's Office and the North Carolina Governor's Highway Safety Program will enter into a contractual agreement.

I respectfully request that the Sheriff's Office be placed on the Board of Commissioner's Consent Agenda for 4 September 2007.