

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: October 3, 2011
SUBJECT: Governor's Highway Safety Program
PRESENTER: Sheriff Rick Davis
ATTACHMENTS: Yes

SUMMARY OF REQUEST:

The Henderson County Sheriff's Office requests that the Henderson County Board of Commissioners approve the attached Traffic Safety Project Contract which will provide funding for traffic personnel. This grant is through the Governor's Highway Safety Program, and the local share will be provided through already budgeted funds.

BOARD ACTION REQUESTED:

The Board is requested to approve the Traffic Safety Project Contract with the North Carolina Governor's Highway Safety Program, and authorize Sheriff Rick Davis to execute the grant.

Suggested Motion:

I move the Board approve the Traffic Safety Project Contract with the North Carolina Governor's Highway Safety Program, and authorize Sheriff Rick Davis to execute the grant.

North Carolina Governor's Highway Safety Program Traffic Safety Project Contract – Form GHSP-01

SECTION A – GENERAL INFORMATION

<p>1. Name of Applicant Agency HENDERSON COUNTY</p> <p>2. Address of Applicant Agency SHERIFF 201 N MAIN ST HENDERSONVILLE, NC 28792</p> <p>3. Location of Project (if different from # 2)</p> <p>8. Federal Tax ID Number / Type of Agency Federal Tax ID Number: *56-6000307 County: HENDERSON COUNTY Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input checked="" type="radio"/> County <input type="radio"/> Higher Education <input type="radio"/> Municipality <input type="radio"/> Hospital</p>	<p>4. Name of Project Contact Person for Agency Tim Griffin</p> <p>5. Telephone Number of Contact Person * +1 (828) 694-2716</p> <p>6. Email Address of Contact Person * tgriffin@hendersoncountync.org</p> <p>7. Fax Number of Contact Person +1 (828) 694-3121</p> <p>9. Type of Application * <input type="radio"/> Initial <input checked="" type="radio"/> Continuation Year: <input type="radio"/> 1 <input checked="" type="radio"/> 2 <input type="radio"/> 3</p> <p>10. Funding Share * Federal % 70.00 Local % 30.00</p>
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11. Project Title (Optional):

12. Budget	Total Project Amount	Source of Funds	
		Federal Amount	State/Local Amount
Personnel Costs	\$128,582.00	\$90,007.00	\$38,575.00
Contractual Services	\$0.00	\$0.00	\$0.00
Commodities Costs	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Project Costs	\$128,582.00	\$90,007.00	\$38,575.00

13. Specify How Non-Federal Share Will Be Provided:
Through budgeted funds approved in resolution by Henderson County Board of Commissioners

Project Number: PT-12-03-04-26 CFDA#: 20. 600 - State and Community Highway Safety
Work Type: Enforcement

SECTION B – BUDGET DETAIL Personnel Costs

#	Personnel Position	Salary
1	2 DEPUTIES	\$92,908.00
2		
3		
4		
5		
6		
7		
8		
9		

10

1
2
3
4
5
6
7
8
9
10

Total Salaries Cost:	\$92,908.00
Personnel Fringe Benefits	Cost
FICA X 2	\$7,108.00
RETIREMENT X 2	\$4,646.00
401 K MATCH X 2	\$4,646.00
DC MATCH X 2	\$1,858.00
MEDICAL X 2	\$16,540.00
DENTAL X 2	\$876.00

Total Fringe Benefits Cost:	\$35,674.00
Total Personnel Costs:	\$128,582.00

Contractual Services

Contractual Service To Be Provided	Cost
1 NONE	\$0.00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	

Total Contractual Services:	\$0.00
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Commodities Costs

Commodities	Cost
1 NONE	\$0.00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

Total Commodities Cost: \$0.00

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1				
2				
3				
4				
5				
6				
7				
8				

Total Equipment Cost

#	Other Items and Equipment Direct Cost	Cost
1	NONE	\$0.00
2	NONE	\$0.00
3	NONE	\$0.00
4	NONE	\$0.00
5	NONE	\$0.00
6	NONE	\$0.00
7	NONE	\$0.00
8	NONE	\$0.00

Total Other Items and Equipment Direct Cost: \$0.00

#	Travel	Cost
1	In-State Travel	\$0.00
2	Out-of-State Travel	\$0.00

Total Travel Cost: \$0.00

Total Other Direct Costs: \$0.00

Indirect Costs

#	Indirect Costs	Cost
1	NONE	\$0.00
2	NONE	\$0.00
3	none	\$0.00
4	none	\$0.00

Total Indirect Costs \$0.00

SECTION C – NARRATIVE DESCRIPTION OF THE PROJECT

Statement of Problem

2. Dating back to 2003 an average of 133.2 motor vehicle collisions were 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 safer. According to alcohol related crashes in Henderson County and 105 crashes for 2005 and 141 alcohol related crashes for 2006, this is an increase of 1.2 % which shows there is much work to be accomplished. The 2007 data is not available at this point. For overall crashes, the Research Center reports 2,319 crashes in 2003, 2,404 in 2004 and 2,336 in 2005. 2006 reported an increase of 5% in traffic crashes to 2,462. 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 Researc Center reports a total of 9,521 crashes between

2003 and 2006 in Henderson County. A total of 4,458 of these crashes or roughly 53% resulted in some type of injury, but not a fatality. There were a total of 504 alcohol related crashes reported by the Center between 2003 and 2006 in Henderson County. The Center has not published current data for 2007, much less the first quarter of 2008.

In 2003 Henderson County averaged 1.3 traffic fatalities per month and 1.4 traffic fatalities per month in 2004 and 2005. 2006 has shown an improvement of .9 traffic fatalities per month and has rest at 11 for the year of 2006; however, we must remain vigilant in our efforts to keep the roads of Henderson County as safe as possible. Greater efforts will be made to futher ensure this.

2009 has shown positive progress as have the first quarter of 2010. The University of North Carolina Highway Safety Research Center does not have the published data to support the 2008 or 2009 claims. Members of the community are attending traffic safety awareness programs put on by the Traffic Enforcement Officer with the Henderson County Sheriff's Office.

Proposed Solution

Goal #1: Goal #1: Goal: GOAL # 1: Reduce the number of traffic crashes on the roads of Henderson County by 20% by July 1, 2012.

Objectives: Objectives 1: This will 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.

Goal #3: Reduce the number of alcohol related traffic crashes on the roads of Henderson County by 20% by September 30,2012.

Objectives: Partner with agencies throughout Henderson County to ensure that educational information is relayed through the community on how to avoid alcohol related crashes.

2) Participate in at least one type of check point each month.

3) Provide each patrol officer with an alco-sensor.

Outlined below are the goals of the Governor's Highway Safety Program. Please identify which goal matches that of your highway safety project.

- In 2010, there were 1,325 **traffic-related fatalities** in North Carolina. The GHSP's goal is to reduce that number 25 percent from the 2005-2009 average of 1,505 to 1,129 by 2015.
- In 2010, there were 412 **alcohol-related fatalities** in North Carolina. The GHSP's goal is to reduce that number 35 percent from the 2005-2009 average of 445 to 289 by 2015.
- In 2010, there were 419 **unrestrained fatalities** in North Carolina. The GHSP's goal is to reduce that by 30 percent from the 2005-2009 average of 486 to 340 by 2015.
- In 2010, there were 379 **speed-related fatalities** in North Carolina. The GHSP's goal is to reduce that by 25 percent from the 2005-2009 average of 543 to 407 by 2015.
- In 2010, there were 170 **motorcycle fatalities** in North Carolina. The GHSP's goal is to reduce that 25 percent from the 2005-2009 average of 166 to 124 by 2015.
- In 2010, there were 95 **teen driver fatalities**. The GHSP's goal is to reduce that by 30 percent from the 2005-2009 average of 255 to 179 by 2015.
- In 2010, North Carolina's **seat belt usage rate** was 89.7 percent. The GHSP's goal is to increase that by 2.5 percentage points to 92 percent by 2015.

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)

First Quarter (October, November, December)

- Minimum of three (3) Click It or Ticket Checkpoints
- Minimum of one (1) Booze It & Lose It Checkpoint
- Participate in all applicable NCGHSP campaigns and events
- Conduct educational lecture and practical exercises at a local High School
- Provide and/or coordinate necessary training for Traffic Enforcement
- Purchase all necessary approved equipment granted for Traffic Enforcement

- Maintain positive relationships with neighboring agencies
- Initiate, w/additional officers, stepped up enforcement program

Second Quarter (January, February, March)

- Minimum of three (3) Click It or Ticket Checkpoints
- Minimum of one (1) Booze It & Lose It Checkpoint
- Participate in all applicable NCGHSP campaigns and events
- Conduct educational lecture and practical exercises at a local High School
- Provide and/or coordinate necessary training for Traffic Enforcement
- Maintain positive relationships with neighboring agencies
- Maintain stepped up enforcement program

Third Quarter (April, May, June)

- Minimum of three (3) Click It or Ticket Checkpoints
- Minimum of one (1) Booze It & Lose It Checkpoint
- Participate in all applicable NCGHSP campaigns and events
- Conduct educational lecture and practical exercises at a local High School
- Conduct additional training at local High Schools centered around Prom/Graduation
- Provide and/or coordinate necessary training for Traffic Enforcement
- Maintain positive relationships with neighboring agencies
- Maintain stepped up enforcement program

Fourth Quarter (July, August, September)

- Minimum of three (3) Click It or Ticket Checkpoints
- Minimum of one (1) Booze It & Lose It Checkpoint w/ BatMobile present
- Participate in all applicable NCGHSP campaigns and events
- Conduct educational lecture and practical exercises at a local High School
- Provide and/or coordinate necessary training for Traffic Enforcement
- Maintain positive relationships with neighboring agencies
- Maintain stepped up enforcement program

AGENCY AUTHORIZING SIGNATURE

I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge.

Name:

PIN

Date: Sep 28, 2011

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

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.
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.
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.

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.

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.

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.

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.
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.
 - (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.

- 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 month;
 - (iii) A minimum of 50% of seat belt enforcement activities will be conducted at night between the hours of 10:00 p.m. and 4:00 a.m.
 - (iv) Participation in all "Click It or Ticket" campaigns;
 - (v) Participation in all "Booze It & Lose It" campaigns;
 - (vi) 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.
- 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.
- 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.

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, 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.

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	TITLE	ADDRESS
TIM GRIFFIN	CAPTAIN	100 N. GROVE ST
SIGNATURE	DATE	TELEPHONE NUMBER
<i>[Signature]</i>	9/28/11	828-5535046
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
RICK DAVIS	SHERIFF	100 North Grove St
SIGNATURE	DATE	TELEPHONE NUMBER
<i>[Signature]</i>	9-28-11	828-694-2723
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER