

**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 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
  - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) 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 an 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.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an 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.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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 a 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **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.

#### 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 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 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

#### 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) 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 or debarment.
- (c) 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.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) 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 excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
  - (g) 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
  - (h) 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.
  - (i) Except for transactions authorized under paragraph 7(e) 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 or debarment.
  - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
    - (i) The prospective lower tier participant (the Agency) 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 covered transactions by any Federal department or agency.
    - (ii) 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.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, 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.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

#### 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. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. 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 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification 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-13 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. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
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.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (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 Claims for Reimbursement.** Final claims for reimbursement 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 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. 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 claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) 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 claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 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) **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.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. 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-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. 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.

**20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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 five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, 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. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. 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.
- 26. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

**27. 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.

**28. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

**29. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

**30. Agency Fiscal Year.** The end date for the Agency's fiscal year is \_\_\_\_\_.

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

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
David W. Cook	Lieutenant	400 W. Washington St. Greensboro, NC 27406
SIGNATURE	DATE	TELEPHONE NUMBER
David W. Cook	06/23/2023	336 641-5964
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
David W. Cook	Lieutenant	400 W. Washington St. Greensboro, NC 27406
SIGNATURE	DATE	TELEPHONE NUMBER
David W. Cook	06/23/2023	336 641 5964
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
David W. Cook	Lieutenant	400 W. Washington St. Greensboro, NC 27406
SIGNATURE	DATE	TELEPHONE NUMBER
David W. Cook	06/23/2023	336 641 5964



# North Carolina Governor's Highway Safety Program

## SECTION A - GENERAL INFORMATION

1. Project Title: \* DWI Taskforce Continuation

2. Agency:  
1000000032 - GUILFORD COUNTY

4. Agency Address:  
SHERIFF  
PO Box 3427  
GREENSBORO, NC 27402-3427

7. Physical Location of Agency \*  
400 West Washington St  
Greensboro NC 27401

9. Federal Tax ID Number / Type of Agency  
  
Federal Tax ID Number: \* 56-6000305  
Unique Entity Identifier: YBEQWGFJPMJ3  
County: \* GUILFORD

Type of Agency  
☐ State ☐ Non-Profit  
☒ County ☐ Higher Education  
☐ Municipality ☐ Hospital

3. Contact Person for Agency:  
David W Cook

5. Telephone Number: \*  
(336) 382-6240

6. Cell Phone:  
(336) 944-1068

8. Email of Contact Person \*  
dcook@guilfordcountync.gov

10. Project Year \*  
  
☐ New ☒ Continuation  
Year: ☐ 1 ☐ 2 ☐ 3 ☒ 4+  
  
Fiscal Year 2024

11. Allocation of Funding \*  
  
Federal % 25.00 Local % 75.00

### Source of Funds

12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$531,444.00	\$132,861.00	\$398,583.00
Contractual Services			
Other Direct Costs	\$38,254.00	\$9,564.00	\$28,690.00
Indirect Costs			
<b>Total Project Costs</b>	<b>\$569,698.00</b>	<b>\$142,425.00</b>	<b>\$427,273.00</b>

13. Specify How Non-Federal Share Will Be Provided: \*

The Guilford County Sheriff's Office will budget the match for any other costs (equipment/services/training).

Project Number:

M5HVE-24-15-03

CFDA#: 20. 616

Work Type: Impaired Driving

## SECTION B - DESCRIPTION OF PROJECT

**Statement of Problem** (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

With a population of 521,330 residents, the total number of impaired drivers and unrestrained passengers of motor vehicles in Guilford County has become a monumental concern to law enforcement and citizens who must travel within this area. Currently, Guilford County is ranked 3rd in the state in the total number of fatalities. Further, we are ranked 2nd in alcohol-related fatalities and 2nd in speed-related fatalities.

The most recently published NC Crash facts, Guilford County is ranked 2nd in the state in most fatality-related categories and ranked 2nd in the average annual cost of crashes. There is only a half-hour until the next crash occurs.

In the first year, the Guilford County Multi-Agency DWI Task Force surpassed the grant goals of the Governor's Highway Safety

Program with a 15.5% increase in DWI citations. Each subsequent year has resulted in Guilford County being a model taskforce program in the state. The Guilford County Multi-Agency DWI Task Force has been consistent with all arrests for the last ten years, with an average of 742 DWI arrests a year.

The goal of local law enforcement is to reduce the number of DWI-related crashes that lead to injury and death in Guilford County. To help achieve this goal, the Guilford County Sheriff's Office will collaborate with all departments in the county to complete this goal by completing the following goals.

#### DWI EDUCATOR POSITION

Adding a DWI Educator further enhanced the effectiveness of the Guilford County DWI Task Force. This full-time position filled by a sworn law enforcement officer who possessed a working knowledge of law enforcement allowed the information needed for traffic safety in these fields to be relayed. The tremendous community outreach of this position enabled the overall focus of the task force to broaden and expand by engaging the community in traffic safety campaigns.

The education of the public has proved to be a monumental responsibility for the educator to undertake. The educator is responsible for coordinating media events and soliciting each department's traffic units to assist with these media events. This has allowed all the departments in the County to receive credit for their efforts in reducing traffic fatalities from TV and radio media outlets. The educator position worked hand in hand with TV and radio media outlets. As a result, thousands of citizens have been educated in DWI education.

**Proposed Solution** *(Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):*

A committed effort of this unit surpassed all goals of this grant. This task force seeks eleventh-year funding to continue improving traffic safety in the region. The vision of the Guilford County DWI Task Force is to maintain the high level of arrests of impaired drivers through strict enforcement and increased daytime and nighttime checkpoints. In addition, educating the public about the dangers of drinking and driving is still of paramount importance in Guilford County.

The goal of local law enforcement is to reduce the number of DWI-related crashes that lead to injury and death in Guilford County. To help achieve this goal, the Guilford County Sheriff's Office will collaborate with all agencies in the county to complete this goal by completing the following goals.

#### Schools

With the support of the Guilford County School administration, we would continue the instruction of students in dealing with the education of how alcohol affects the body and the repercussions of drinking and driving. The DWI Task Force currently teaches at most schools driver education classes the Fatal Vision program in Guilford County. This program has expanded to all driver's education classes in the County. The additional four-hour block of instruction allowed the students to experience the simulated effects of alcohol after receiving the program's information.

Address requests from the public and coordinate the education of alcohol and DWI arrest effects. This could include the attending public events to speak on these issues and supplying information or brochures on these subject matters. Attend public venues to set up a booth to cover the dangers of driving while impaired.

#### Other Community Events

Throughout the year, there are various community events that request the presence of the DWI Taskforce Educator. The DWI Taskforce Educator will work with non-profits, community-based organizations, towns/municipalities, etc. to present relevant information to further the mission.

**Budget Justification** *(Provide a detailed explanation of the costs associated with proposed project):*

The mobile data air card monthly fees will be paid from GHSP funds. The mobile data air card is a vital part of the day-to-day operation of the Task Force. One air card is used to stream video and review cases for Court. We need the second air card to put in the High Point Police Department Intox room for communications to use E-Citation and NCAWARE. The blood-testing kits are needed for blood draws for all agencies in Guilford County. In Guilford County, we use blood kits regularly for zero tolerance DWI's. The blood kits are used by all agencies in the County, not just the DWI Task Force. Agencies in the County purchase their blood kits but still have to get them from the DWI Task Force. Guilford County uses the money for mouthpieces for all agencies that might need them. The DWI Task Force uses a large majority of them, but other agencies ask us for mouthpieces.

**Travel Justification** *(Provide justification for all travel expenses):*

In-state travel will be used to attend DWI related training classes and refreshers. The North Carolina Traffic Conference and

Expo will be held in Greenville North Carolina. Additionally, out-of-state travel will be used to attend the Lifesavers Conference, April 7–9, 2024, Colorado Convention Center, Denver, CO and other traffic-related conferences/training.

**To be completed by law enforcement agencies seeking first year grant:**

Provide the agency's number of sworn officers	256
Does the agency currently have a dedicated traffic or DWI unit?	Yes <input checked="" type="radio"/> No <input type="radio"/>
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	6

For applicants requesting enforcement grants, please provide the following county fatality rankings:

*Information can be located at:*

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	3
Alcohol Fatality Ranking:	2
Unrestrained Fatality Ranking:	2
Speed Related Fatalities:	2
Other Applicable Rankings: (Specify)	

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2020	Occupant Protection Citations	2,813	DWI Citations	2,030	Speed Citations	18,641
Year 2021	Occupant Protection Citations	2,258	DWI Citations	1,905	Speed Citations	19,258
Year 2022	Occupant Protection Citations	3,837	DWI Citations	1,462	Speed Citations	17,007

**Goals and Objectives** (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: To decrease alcohol-related traffic fatalities in Guilford County by 35% from the 5 year average (2017-2021) of 23.4 to 15 fatalities during the fiscal year of October 1, 2023-September 30, 2024.

Objectives: Identify the top 5 alcohol-related crash locations and conduct targeted enforcement efforts a minimum of 3 times per month

Goal #2: Reduce the number of alcohol related crashes in Guilford County by 30% from the 2017-2021 average of 650.8 crashes to 455 crashes during the fiscal year of October 1, 2023-September 30, 2024.

Objectives: Conduct/participate in 3 impaired driving checking stations or saturation patrols each month.

Goal #3: To decrease young driver fatal Crashes in Guilford County by 20% from 8.2 ( average 2017-2021) to 6 by September 30, 2024.

Objectives: To conduct program education to 33 total driver's education classes. Implement programs and attend events educating the public of the dangers of drinking and driving utilizing a DWI simulator and other technology at 20 events

**Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.**

- ☒ Reduce NC's traffic-related fatalities by 17.58% from the 2016-2020 average of 1458.6 to 1,202 by December 31, 2024.
- ☒ Reduce NC's alcohol-related fatalities by 5% from the 2016-2020 average of 417.2 to 396 by December 31, 2024.
- ☐ Reduce NC's unrestrained fatalities by 5% from the 2016-2020 average of 430.4 to 408 by December 31, 2024.
- ☐ Reduce NC's speed-related fatalities by 10% from the 2016-2020 average of 427.2 to 384 by December 31, 2024.
- ☒ Reduce NC's young driver-related fatal crashes by 5% from the 2016-2020 average of 172.4 to 163 by December 31, 2024.
- ☐ Reduce NC's motorcycle fatalities by 5% from the 2016-2020 average of 190.8 to 181 by December 31, 2024.

☐ Increase NC's seat belt usage rate 1.0 percentage points from 90.8% in 2022 to 91.8% by December 31, 2024.

### SECTION C - BUDGET DETAIL

#### Personnel Costs

#	Personnel Position	Salary
1	Activity Hours for DWI Task Force (GCSO) Deputy Sheriff Sergeant	\$70,000.00
2	Activity Hours for DWI Task Force (GCSO) Deputy Sheriff Corporal	\$65,000.00
3	Activity Hours for DWI Task Force (GCSO) Deputy Sheriff	\$55,400.00
4	Activity Hours for DWI Task Force (GCSO) Deputy Sheriff	\$55,400.00
5	Activity Hours for DWI Task Force (GCSO) Deputy Sheriff	\$55,000.00
6	Activity Hours for DWI Task Force (GCSO) Deputy Sheriff ( DWI EDUCATOR)	\$55,000.00
Total Salaries Cost:		\$355,800.00
#	Personnel Fringe Benefits	Cost
1	Guilford County Sheriff's Office	\$175,644.00
Total Fringe Benefits Cost:		\$175,644.00
Total Personnel Costs:		\$531,444.00

#### Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
Total Equipment Cost				
Other Equipment Details :				
#	Other Items and Equipment Direct Cost:			Cost
1	Blood Testing Kits (25/case x 13 cases @ \$158 per case)			\$2,054.00
2	Mouth Pieces (5,000 x .24 each)			\$1,200.00
Total Other Items and Equipment Direct Cost:			\$3,254.00	
#	Travel	Cost		
1	In-State Travel	\$10,000.00		
2	Out-of-State Travel	\$25,000.00		
Total Travel Cost:			\$35,000.00	
Total Other Direct Costs:			\$38,254.00	

### SECTION D - SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

#### Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- ☒ A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- ☒ A minimum of one (1) impaired driving checkpoint per month;
- ☒ A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- ☒ Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- ☒ Participation in any event or campaign as required by the GHSP;
- ☒ Attempt 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.

First Quarter (October, November, December)

Conduct a minimum of 3 DWI checkpoints per quarter using the BAT Mobile

Conduct traffic checkpoints

Conduct two aggressive patrol campaigns that target high DWI traffic corridors

Coordinate with local agencies about individual checkpoints to increase DWI detection in high crash locations.  
Prepare and submit all GHSP grant reports/forms  
Participation in any event or campaign as required by the GHSP  
Conduct a minimum of three (3) nighttime and three(3) daytime seat belt initiatives per quarter

**Second Quarter (January, February, March)**

Conduct a minimum of 3 DWI checkpoints per quarter using the BAT Mobile  
Conduct traffic checkpoints  
Conduct two aggressive patrol campaigns that target high DWI traffic corridors  
Coordinate with local agencies about individual checkpoints to increase DWI detection in high crash locations.  
Prepare and submit all GHSP grant reports/forms  
Participation in any event or campaign as required by the GHSP;  
Conduct a minimum of three (3) nighttime and three(3) daytime seat belt initiatives per quarter

**Third Quarter (April, May, June)**

Conduct a minimum of 3 DWI checkpoints per quarter using the BAT Mobile  
Conduct two aggressive patrol campaigns that target high DWI traffic corridors  
Coordinate with local agencies about individual checkpoints to increase DWI detection in high crash locations.  
Prepare and submit all GHSP grant reports/forms  
Participation in any event or campaign as required by the GHSP;  
Conduct a minimum of three (3) nighttime and three(3) daytime seat belt initiatives per quarter  
Attend Lifesavers Conference, April 7–9, 2023, Denver Colorado Convention Center, Denver, CO

**Fourth Quarter (July, August, September)**

Conduct a minimum of 3 DWI checkpoints per quarter using the BAT Mobile  
Conduct traffic checkpoints  
Conduct two aggressive patrol campaigns that target high DWI traffic corridors  
Coordinate with local agencies about individual checkpoints to increase DWI detection in high crash locations.  
Prepare and submit all GHSP grant reports/forms  
Participation in any event or campaign as required by the GHSP;  
Conduct a minimum of three (3) nighttime and three(3) daytime seat belt initiatives per quarter

**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: David N. Cook PIN: 31413141 Date: 06/23/2023

**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".

**FOR GHSP USE ONLY:**

Recommendation:

Date:

