

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

## SECTION A – GENERAL INFORMATION

<b>1. Agency:</b> GUILFORD COUNTY	<b>4. Contact Person for Agency:</b> Sharon Harrison-Pope				
<b>2. Agency Address:</b> SHERIFF PO Box 3427 GREENSBORO, NC 27402-3427	<b>5. Telephone Number: *</b> +1 (336) 641-5581  <b>6. Cell Phone:</b> +1 (336) 641-5271				
<b>3. Physical Location of Agency *</b> 400 West Washington Street, Greensboro, NC	<b>7. Email of Contact Person *</b> spope@co.guilford.nc.us				
<b>8. Federal Tax ID Number / Type of Agency</b>  Federal Tax ID Number: *56-6000305 DUNS No : *                      07-156-3613 County: * GUILFORD 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	<b>9. Project Year *</b>  <input type="radio"/> New <input checked="" type="radio"/> Continuation Year: <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4+				
<b>10. Allocation of Funding *</b>  <table style="width: 100%;"> <tr> <td style="text-align: right;">Federal %</td> <td style="text-align: right;">50.00</td> <td style="text-align: right;">Local %</td> <td style="text-align: right;">50.00</td> </tr> </table>		Federal %	50.00	Local %	50.00
Federal %	50.00	Local %	50.00		

**11. Project Title: \***    2016 DWI Taskforce

12. Budget	Source of Funds		
	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$393,000.00	\$196,500.00	\$196,500.00
Contractual Services			
Commodities Costs			
Other Direct Costs	\$29,670.00	\$14,835.00	\$14,835.00
Indirect Costs			
<b>Total Project Costs</b>	<b>\$422,670.00</b>	<b>\$211,335.00</b>	<b>\$211,335.00</b>

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

The Match will be included in the regular budget request for each fiscal year.

<b>Project Number:</b> M2HVE-16-13-08/M5HVE-16-15-04	<b>CFDA#: 20. 616- MAP-21</b> <b>Work Type: ENFORCEMENT</b>
---	--

## 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>)

### STATEMENT OF THE PROBLEM:

With a population of 500,879 residents, the total number of impaired driver and unrestrained passengers of motor vehicles in Guilford County has become a monumental concern to not only law enforcement-but also to citizens who must travel within this area. In 2013, Guilford County ranked 4th in the state in overall crashes and 3rd for alcohol related fatalities. In 2012, the Governor's Highway Safety Program funded a DWI Taskforce which has worked to improve traffic safety within this jurisdiction. Through cooperation between three law enforcement agencies (The Guilford County Sheriff's Office, Greensboro Police Department and High Point Police Department), the Taskforce has begun to made strides to improve public safety within this jurisdiction.

### PROPOSED SOLUTION:

All goals of this grant were surpassed by a committed effort of this unit. This taskforce is seeking fourth 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 arrest of impaired drivers through strict enforcement and increased daytime and night time checkpoints. Continue to work toward getting the Guilford County seat belt use above 90 percent through a no seat belt tolerance. To educate the public about the dangers of drinking and driving is still of paramount importance in Guilford County.

The DWI Taskforce has collectively made a huge impact in citizen's lives in Guilford County. The following information represents a snapshot of the lifesaving work of the taskforce:

In Guilford County, fatalities were reduced by 40% from 2013 to 2014.

Within the city limits of Greensboro, through the efforts of the taskforce had only 1 alcohol related fatality. This was a decrease of 900% from 2012 and a 600% reduction from 2013.

Although the City limits of High Point experienced an increase in 2014, one crash (into a building) killed 3 people accounting for the increase in 2014.

The DWI Taskforce continues to make a marked difference in the lives of citizens in Guilford County. Through the teamwork, the hard work and the undying dedication to highway safety, Guilford County IS a safer place to travel.

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

Year 2012	Occupant Protection Citations	1,033	DWI Citations	2,650	Speed Citations	41,277
Year 2013	Occupant Protection Citations	1,185	DWI Citations	3,061	Speed Citations	30,251
Year 2014	Occupant Protection Citations	800	DWI Citations	3,097	Speed Citations	24,750

**Goals and Objectives** (Provide at least two 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 the total number of alcohol related fatalities in Guilford County by 35% from the 5 year average (2008-2012) 16 to 10 by the end of fiscal year September, 2016.

**Objectives:** Lower the number of fatalities and alcohol related fatalities in Guilford County in grant year 2015-2016 through enforcement and education.

**Goal #2:** Reduce the number of unrestrained fatalities in Guilford County by 30% by the end of fiscal year September 30, 2016.

**Objectives:** Lower the motor vehicle related unrestrained fatalities in Guilford County in grant year 2015-2016 from 14 to 11 by September 30, 2016.

**Goal #3:** Educate the public on seat belt usage and increase seat belt initiatives. Increase the seat belt usage rate from 87.6% to 92.5% by the end of fiscal year 2016 (September 30, 2016).

**Objectives:** Increase the seat belt usage rate over the next year.

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 25% from the 2008-2012 average of 1,317 to 988 by 2020.

☒ Reduce NC's alcohol-related fatalities by 35% from the 2008-2012 average of 386 to 251 by 2020.

☒ Reduce NC's unrestrained fatalities by 30% from the 2008-2012 average of 407 to 285 by 2020.

☐ Reduce NC's speed-related fatalities by 25% from the 2008-2012 average of 479 to 359 by 2020.

☐ Reduce NC's young driver-involved fatal crashes by 30% from the 2008-2012 average of 196 to 137 by 2020.

☐ Reduce NC's motorcycle fatalities by 25% from the 2008-2012 average of 177 to 133 by 2020.

☒ Increase NC's seat belt usage rate 4.4 percentage points to 95% by 2020.

## SECTION C – BUDGET DETAIL

### Personnel Costs

#	Personnel Position	Salary
1	Deputy Sheriff	\$68,000.00
2	Deputy Sheriff Cpl	\$53,000.00
3	Deputy Sheriff	\$53,000.00
4	Police Officer	\$51,500.00
5	Police Officer	\$62,500.00
6		
7		
8		
9		
10		

Total Salaries Cost: \$288,000.00

#	Personnel Fringe Benefits	Cost
1	Dep. Sheriff Sergeant	\$24,500.00
2	Dep. Sheriff (M.Cpl.)	\$20,500.00
3	Dep. Sheriff	\$20,500.00
4	Police Officer	\$18,500.00
5	Police Officer	\$21,000.00
6		
7		
8		
9		
10		

Total Fringe Benefits Cost: \$105,000.00

Total Personnel Costs: \$393,000.00

### Contractual Services

#	Contractual Service To Be Provided	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Total Contractual Services:

### Commodities Costs

#	Commodities	Cost
1		
2		

3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Total Commodities Cost:

### 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	Air Card Service 5 x \$720 per year	\$3,600.00
2	Blood Testing Kits (25 per case x 16 cases @ \$129.37	\$2,070.00
3	Alco-Sensor mouth pieces 5,000 x .20 each	\$1,000.00
4		
5		
6		
7		
8		

Total Other Items and Equipment Direct Cost: \$6,670.00

#	Travel	Cost
1	In-State Travel	\$7,000.00
2	Out-of-State Travel	\$16,000.00

Total Travel Cost: \$23,000.00

Total Other Direct Costs: \$29,670.00

### Indirect Costs

#	Indirect Costs	Cost
1		
2		
3		
4		

**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 Law Enforcement 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 2 DWI checkpoints per quarter using the BAT Mobile

Conduct traffic checkpoints

Conduct two aggressive patrol campaigns that target high DWI traffic corridors

Participate in all GHSP events and Campaigns

Conduct minimum of one nighttime and one daytime seat belt initiative monthly.

Coordinate with local agencies about individual checkpoints to increase DWI detection in high accident areas.

Prepare and submit all GHSP grant reports/forms

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

Conduct a minimum of 2 DWI checkpoints per quarter using the BAT Mobile

Conduct traffic checkpoints

Conduct two aggressive patrol campaigns that target high DWI traffic corridors

Participate in all GHSP events and Campaigns

Conduct minimum of one nighttime and one daytime seat belt initiative monthly.

Coordinate with local agencies about individual checkpoints to increase DWI detection in high accident areas.

Prepare and submit all GHSP grant reports/forms

Conduct a minimum of one DWI Check Point per month.

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

Conduct a minimum of 2 DWI checkpoints per quarter using the BAT Mobile

Conduct traffic checkpoints

Conduct two aggressive patrol campaigns that target high DWI traffic corridors

Participate in all GHSP events and Campaigns

Conduct minimum of one nighttime and one daytime seat belt initiative monthly.

Coordinate with local agencies about individual checkpoints to increase DWI detection in high accident areas.

Prepare and submit all GHSP grant reports/forms

Conduct a minimum of one DWI Check Point per month

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

Conduct a minimum of 2 DWI checkpoints per quarter using the BAT Mobile

Conduct traffic checkpoints

Conduct two aggressive patrol campaigns that target high DWI traffic corridors

Participate in all GHSP events and Campaigns

Conduct minimum of one nighttime and one daytime seat belt initiative monthly

Coordinate with local agencies about individual checkpoints to increase DWI detection in high accident areas.

Prepare and submit all GHSP grant reports/forms

Conduct a minimum of one DWI Check Point per month.

**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:

**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 LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Guilford County Sheriff's Office (herein called the "Agency")  
(The Applicant Agency)  
 has completed an application contract for traffic safety funding; and that Guilford 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 Guilford County Board of Commissioners IN OPEN  
(Governing Body)  
 MEETING ASSEMBLED IN THE CITY OF Greensboro, NORTH CAROLINA,  
 THIS 17 DAY OF September, 20 15, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Hank Henning is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
 Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal  
 funding in the amount of \$ 211,335.00 to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
 the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 211,335.00 as  
(Local Cash Appropriation)  
 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 \_\_\_\_\_

**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 Agreements to State and Local Governments;
  - (b) 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other relevant Federal regulations covering the Highway Safety Program;
  - (d) 5 U.S.C. §§ 1501-1508 and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (Hatch Act); and
  - (e) 23 U.S.C. §§ 313 Buy America
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
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 \$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 200, Subpart F, §\_\_\_\_.500. Guidance on determining Federal awards expended is provided in 2 CFR 200, Subpart F, §\_\_\_\_.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 200, Subpart F, §\_\_\_\_.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR 200, Subpart F, §\_\_\_\_.501, 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, 2 CFR 200, Subpart E, Cost Principles 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 2 CFR 200, Subpart E, Cost Principles 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 2 CFR 200, Subpart F, Cost Principles 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, Educational or Other Materials.** If allowed, any promotional, educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production. The cost of these materials is generally limited to a maximum of \$5.00 per item.
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) **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 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. **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. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.

**25. Cancellation, Termination, or Suspension of Contract.**

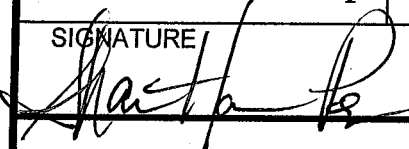
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, this contract may be canceled, terminated, or suspended in whole or in part by the Department, by giving the Agency thirty (30) days advanced written notice. The Department, before issuing notice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

**26. 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.

**27. Signature.**

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

AGENCY PROJECT DIRECTOR		
NAME <b>Sharon Harrison-Pope</b>	TITLE <b>Grants Manager</b>	ADDRESS <b>400 W. Washington St. Greensboro, NC 27401</b>
SIGNATURE 	DATE <b>8-24-15</b>	TELEPHONE NUMBER <b>336-641-5581</b>
AGENCY AUTHORIZING OFFICIAL		
NAME <b>Marty Lawing</b>	TITLE <b>County Manager</b>	ADDRESS <b>301 W. Market St. Greensboro, NC 27402</b>
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME <b>Reid Baker</b>	TITLE <b>Finance Director</b>	ADDRESS <b>201 S. Greene St. Greensboro, NC 27402</b>
SIGNATURE	DATE	TELEPHONE NUMBER