

RESOLUTION NO. 397

A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL TO PARTICIPATE IN & ACCEPT THE 2007-08 GOVERNORS HIGHWAY SAFETY OFFICE LAW ENFORCEMENT COORDINATORS GRANT.

WHEREAS, the safety and well being of the citizens of the State of Tennessee and the Town of Mount Carmel is of the greatest importance; and

WHEREAS, the Governor's Highway Safety Office seeks to encourage highway safety by offering a Law Enforcement Network Coordinator Grant to organize efforts to keep impaired drivers off the streets, roads, and highways by educating law officers and by conducting specialized Impaired Driver enforcement for a period of one (1) year; and

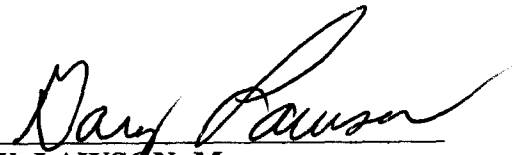
WHEREAS, the Town of Mount Carmel now seeks to participate in this important program; and

WHEREAS, the public welfare requires it;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

- Section I.** That the Town of Mount Carmel is hereby authorized to apply and accept a Governor's Highway Safety Office Law Enforcement Coordinators Grant for Fifteen Thousand Dollars and six cents (\$15,000.06) and upon award appropriately budget for its use;
- Section II.** If awarded, the Town of Mount Carmel is not required to provide any matching sums of money. The Mount Carmel Police Department will have the authority to reapply for this Grant in the coming years so long as the Town does not have to provide matching funds.
- Section III.** The Mayor shall do all things necessary to validate and make the agreement legally binding including, but not limited to, affixing his or his designee's signature thereto;
- Section IV.** This Resolution shall take effect upon its passage the public welfare requiring it.

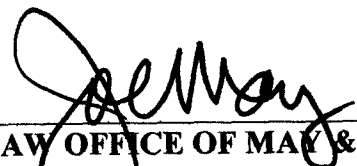
Duly passed and approved this the 22th day of April, 2008.


GARY W. LAWSON, Mayor

ATTEST:


MARIAN SANDIDGE, City Recorder

APPROVED AS TO FORM:


LAW OFFICE OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Vice-Mayor Eugene Christian	✓		
Alderman Richard Gabriel	✓		
Alderman Tresa Mawk	✓		
Alderman Thomas Wheeler	✓		
Alderman Carl Wolfe			absent
Alderman Wanda Worley-Davidson	✓		
Mayor Gary Lawson	✓		
TOTALS	6	0	1

PASSED: April 22, 2008



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

Governor's Highway Safety Office

James K. Polk Building, Suite 1800

505 Deaderick Street

NASHVILLE, TENNESSEE 37243

Phone: (615) 741-2589

Fax: (615) 253-5523

October 16, 2007

Mr. Mike Campbell - Captain
Mount Carmel Police Department
100 East Main Street
Mount Carmel, TN 37645

Re: Highway Safety Grant Number: PT-08-34; 154AL-08-82

Dear Mr. Campbell:

Please be advised that funding has been approved for the above referenced highway safety grant for the period October 1, 2007 through September 30, 2008.

- Effective October 1, 2007, you may incur costs and expend funds for those purposes stated in your grant. As usual, you will be reimbursed for actual costs incurred after that date.
- Monthly and Quarterly reports must be current **and filed promptly** for timely reimbursements through the Web Grant portal, <http://www.tenngrants.org>.
- You are required to maintain all documents, papers, accounting records and other such records pertaining to costs incurred, and to make such materials available at all times during the grant period and for three years from the date of final audit disposition.
- Your records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any authorized representative of the state or federal government, at any time, and without prior notification.
- You are advised that this agreement encompasses the time period specified in the contract, subject to the above conditions. No continuation or extension of the project is expressed or implied.

*Prior to any news releases or press conferences relative to this grant, please submit a work copy to Linda Crosslin (615) 532-9953. **Copy for news releases and brochures must have prior approval of the GHSO.***

We look forward to working with you throughout the year and we thank you for your commitment to highway safety.

Sincerely yours,

Kendell Poole, Director

Enclosures

CONTRACT SUMMARY SHEET

070407

RFS #	Contract #
	Z-08-023661-00
State Agency	State Agency Division
Tennessee Department of Transportation	Governor's Highway Safety Office
Contractor Name	Contractor ID # (FEIN or SSN)
Mount Carmel Police Department	☒ C- or ☐ V- 620961519-02

Service Description			DG-08-21783-00
Network Coordinator			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
10/1/2007	9/30/2008	Subrecipient	20.600/20.607

Mark Each TRUE Statement					
☒ Contractor is on STARS			☐ Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
480	88	132	21		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008		\$ 15,000.06			\$ 15,000.06
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL:	\$ -	\$ 15,000.06	\$ -	\$ -	\$ 15,000.06

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	<i>Dana Kendall</i> Dana Kendall (615) 741 - 2498
			State Agency Budget Officer Approval
TOTAL:	\$ -	\$ -	
End Date			

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)					
☐ African American	☐ Person w/ Disability	☐ Hispanic	☐ Small Business		
☐ Asian	☐ Female	☐ Native American	☒ NOT Minority / Disadvantaged		

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
☐ RFP	☒ Competitive Negotiation	☐ Alternative Competitive Method	
☐ Non-Competitive Negotiation	☐ Negotiation w/ Government(eg.ID.GG.GU)	☐ Other	

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)
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**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
MOUNT CARMEL POLICE DEPARTMENT**

This Grant, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and Mount Carmel Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway traffic safety grant, as further defined in the "SCOPE OF SERVICES."

The Grantee is a governmental entity.

Grantee Vendor Identification Number: 620961519

Grantee Address: 100 E. Main St., P.O. Box 1421 Mount Carmel, TN, 37645

Grantee Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- (a) To undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: At-Scene Traffic Crash Investigation, SFST, Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided and more particularly described in the grant application, attached and incorporated herein as Attachment 2.
 - (b) To prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.2. Quarterly reports are due in the State office no later than the 15th of the month following the quarter covered by the reporting period. The Grantee agrees:
- (a) To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
 - (b) That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
 - (c) That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR 18.20.
 - (d) That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR 18.36.
 - (e) To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
 - (f) That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

- (g) That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state (1) the percentage of the total cost of the project which will be financed with federal funds, and (2) the dollar amount of federal funds for the project.

A.3. The Grantee further agrees:

- (a) To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction, provided for in the preceding paragraph.
- (c) To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (ii) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (d) To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three preceding paragraphs.

B. GRANT TERM:

This Grant shall be effective for the period commencing on October 1, 2007 and ending on September 30, 2008. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand Dollars and Six Cents (\$15,000.06). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.

C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of grant budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within forty-five (45) days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.

If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.

C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.12. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Grant may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least ninety (90) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice" and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally 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 grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to Tennessee Code Annotated, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width

stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Tennessee Department of Transportation." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If the other terms of this Grant allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant.

- D.17. Strict Performance. Failure by any party to this Grant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant, shall not act as agents, employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant.
- D.20. Force Majeure. The obligations of the parties to this Grant are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant.
- D.22. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such

other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Kendell Poole, Director
Tennessee Department of Transportation
Governor's Highway Safety Office
505 Deaderick Street, 18th Floor
Nashville, TN 37243
Telephone #: (615) 741-2589
Fax #: (615) 253-5523

The Grantee:

Mike Campbell - Capt.
Mount Carmel Police Department
100 E. Main St., P.O. Box 1421
Mount Carmel, TN, 37645
Telephone #: (423) 357-7311
Fax #: (423) 357-1184

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or as of the day the electronic transmission of such by telefax or email is received and confirmed by the designated recipient.

- E.3. Subject to Funds Availability. The Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.5. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant. Upon termination of this Grant, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year

Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with this Grant with the final expenditure report as required under Section C.5. of this Grant Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.7. Third Party Revenues. Any income generated by, or received for, this Grant and collected by the Grantee shall be reported to the State and used to offset authorized Grant expenditures. If the Grantee fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of the funds payable to the Grantee shall be reduced by that unearned amount.

The Grantee may initiate a written request for budget revision to program-generated income collected in excess of that budgeted, subject to the conditions that (1) the revision is necessary for attaining or enhancing the Grant goals, and (2) the Grantee has requested and received prior written approval of the State. Unless such revision is approved by the State, a corresponding reduction in payments by the State will be made to reflect the additional collections.

- E.8. Workpapers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis workpapers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant.

- E.9. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant.

- E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant.
- E.11. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it and its principles:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

Mount Carmel Police Department :

Grantee Signature

Date

Jeff Jackson 9-11-07
JEFF JACKSON Chief of Police

PRINTED NAME AND TITLE OF AUTHORIZED GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

Gerald F. Nicely, Commissioner

Date

John Reinbold
John Reinbold, General Counsel

Date

Approved as to Form and Legality

ATTACHMENT 1
GRANT BUDGET
 (Grant Budget Page 1)

GRANTEE: Mount Carmel Police Department

PROGRAM AREA: Network Coordinator

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: October 1, 2007 through September 30, 2008

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$7,936.56	\$0.00	\$7,936.56
2	Benefits & Taxes	\$2,063.50	\$0.00	\$2,063.50
4, 15	Professional Fee/ Grant & Award (detail attached)	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	\$2,000.00	\$0.00	\$2,000.00
13	Interest	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (detail attached)	\$0.00	\$0.00	\$0.00
20	Capital Purchase (detail attached)	\$3,000.00	\$0.00	\$3,000.00
22	Indirect Cost (0.0%)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$15,000.06	\$0.00	\$15,000.06

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>

ATTACHMENT 1 CONTINUED
GRANT BUDGET LINE-ITEM DETAIL INFORMATION
(Grant Budget Page 2)

LINE-ITEM NAME	AMOUNT
radar, car video, lights, Equipment (More Than \$5,000)	\$3,000.00
Travel, Meetings & Conferences	\$2,000.00
TOTAL	\$5,000.00

ATTACHMENT 2
FEDERAL FISCAL YEAR 2007-2008
APPLICATION FOR HIGHWAY SAFETY GRANT

State of Tennessee - Governor's Highway Safety Office

Address: James K. Polk Building
505 Deaderick Street, Suite 1800, Nashville, TN 37243-0341
Phone: (615) 741-2589
Fax: (615) 253-5523

PROJECT TITLE: Network Coordinator

Applicant Information

Agency Name: Mount Carmel Police Department
Type: Law Enforcement
Tax ID: 620961519
Governmental Unit: City
Address 1: 100 E. Main St.
Address 2: P.O. Box 1421
City: Mount Carmel
State: TN
County: Hawkins
Zip: 37645
Main Phone: (423) 357-7311
Main Fax: (423) 357-1184

Project Director: Campbell, Mike
Title: Capt.

Project Director Signature:



Phone: 423-817-2959
Fax: 423-357-1184
Email: mcpd_campbell@yahoo.com

Financial Officer: Campbell, Mike
Title: Capt.
Phone: 423-817-2959
Fax: 423-357-1184
Email: mcpd_campbell@yahoo.com

Cost Estimates (SUMMARY FROM PART TWO)

PERSONNEL SERVICES (salaries & benefits):	\$10,000.06
PROFESSIONAL FEES (consultants, personal services contractors, accounting & auditing fees):	\$0.00
NON-PERSONNEL (supplies, communications, postage printing, occupancy, equipment rental & maintenance, travel, meetings and conferences):	\$2,000.00
OTHER NON-PERSONNEL (advertising, organization permits):	\$0.00
CAPITAL PURCHASES (Equipment Under \$5,000 & Over \$5,000):	\$3,000.00
SUB-TOTAL:	\$15,000.06
INDIRECT COSTS (0%):	\$0.00
TOTAL COSTS:	\$15,000.06

Revenue Sources

Federal:	100%	\$15,000.06
Local Government:	0%	\$0.00
Other:	0%	\$0.00
Total Revenue:	100%	\$15,000.06

Claim Submitted: Monthly

PART TWO - DETAILED GRANTEE APPLICATION
APPLICATION FOR
HIGHWAY SAFETY GRANT

RFP TITLE: 10312-Network Law Enforcement Grants

PROJECT TITLE: Network Coordinator

Application ID:	11420	Grant Class:	Initial
Grant Category:	Police Traffic Services	Prior ID:	1144248852921
Status:	Submitted	Grant Year:	2008
State:	Locked		

Contact Information

Agency Name:	Mount Carmel Police Department	Project Director:	Campbell, Mike
Type:	Law Enforcement	Title:	Capt.
Tax ID:	620961519	Phone:	423-817-2959
Governmental Unit:	City	Fax:	423-357-1184
Address 1:	100 E. Main St.	Email:	mcpd_campbell@yahoo.com
Address 2:	P.O. Box 1421		
City:	Mount Carmel	Financial Officer:	Campbell, Mike
State:	TN	Title:	Capt.
County:	Hawkins	Phone:	423-817-2959
Zip:	37645	Fax:	423-357-1184
Main Phone:	(423) 357-7311	Email:	mcpd_campbell@yahoo.com
Main Fax:	(423) 357-1184		

Cost Estimates

PERSONNEL SERVICES (salaries & benefits):	\$10,000.06
PROFESSIONAL FEES (consultants, personal services contractors, accounting & auditing fees):	\$0.00
NON-PERSONNEL (supplies, communications, postage printing, occupancy, equipment rental & maintenance, travel, meetings and conferences):	\$2,000.00
OTHER NON-PERSONNEL (advertising, organization permits):	\$0.00
CAPITAL PURCHASES (Equipment Under \$5,000 & Over \$5,000):	\$3,000.00
SUB-TOTAL:	\$15,000.06
INDIRECT COSTS (0%):	\$0.00
TOTAL COSTS:	\$15,000.06

Revenue Sources

Federal:	100%	\$15,000.06
Local Government:	0%	\$0.00
Other:	0%	\$0.00
Total Revenue:	100%	\$15,000.06

Claim Submitted: Monthly

Personnel Costs

Personnel Services

Classification	Number	Role	Pay Rate	Pay Periods	Sub-Total	Benefits	Sub-Total	Total
Internal Staff	1.0	Enforcement Overtime	\$330.69	12.0M	\$3,968.28	26%	\$1,031.75	\$5,000.03
Internal Staff	1.0	Coordinator Activity	\$330.69	12.0M	\$3,968.28	26%	\$1,031.75	\$5,000.03
Sub-Totals:					\$7,936.56		\$2,063.50	

Personnel Costs Total: \$10,000.06

Professional Fees

Professional Fees

Classification	Total
Consultant	\$0.00
Total:	\$0.00

Professional Fees Total: \$0.00

Non-Personnel Costs

(A) Supplies

Name	Classification	Cost	Quantity	Total
Total:				\$0.00

(B) Occupancy

Name	Classification	Cost	Quantity	Total
Total:				\$0.00

(C) Communications thru Printer etc.

Name	Classification	Cost	Quantity	Total
Total:				\$0.00

(D) Travel

Name	Classification	Cost	Quantity	Total
Travel Total:				\$0.00

(E) Other Travel & Conferences

Name	Classification	Cost	Quantity	Total
Other Travel & Conferences Total:				\$0.00

(F) Meetings & Conferences

Name	Classification	Cost	Quantity	Total
Travel	Meetings & Conferences	\$2,000.00	1.0	\$2,000.00
Meetings & Conferences Total:				\$2,000.00

All Travel Items Sub-Total(D+E+F): \$2,000.00

Non-Personnel Costs Total(A+B+C+D+E+F): \$2,000.00

Other Non-Personnel Costs

Other

Name	Classification	Cost	Quantity	Total
Other Non-Personnel Costs Total:				\$0.00

Capital Purchases

Equipment (Less Than \$5,000)

Name	Classification	Cost	Quantity	Total
Equipment (\$5,000 or More)		Total:		\$0.00
Name	Classification	Cost	Quantity	Total
radar, car video, lights	Equipment (More Than \$5,000)	\$3,000.00	1.0	\$3,000.00
		Total:		\$3,000.00
Capital Purchases Total:				\$3,000.00

Indirect Cost

(audited rate as determined by cognizant federal agency or the state Comptroller's Office subject to approval by NHTSA - Explain and submit copy of Certificate of Indirect Cost (maximum allowed - 15%)

Indirect Cost Details

Percent	Total
0%	\$0.00
Indirect Cost Total: \$0.00	

Total Costs

Total Costs	\$15,000.06
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Attachments

Problem Statement

Identify current problems. Include summary of past and current GHSO Projects. Focus on human, vehicle, and environmental factors contributing to crashes and their severity; identify target locations. Use data to support the need for the project (include at a minimum, data over a three year period). Include an explanation as to how the problem was documented.

As the Governor's Highway Safety Office works toward its goal of reducing "injuries, fatalities and economic losses on Tennessee's roadways," a number of factors are important in bringing success to its various traffic safety programs. The most important factors in the success of the programs are the involvement of law enforcement agencies on the local level and their zeal in promoting the programs.

In their work with local agencies, the LELs have seen that, if communities work together toward achieving a safety goal, greater progress can be made than if only one agency in the community is involved in the program. In order to strengthen state safety initiatives on the local level and to achieve community support for them, the Law Enforcement Liaison Officers in Tennessee have set up nineteen Network organizations across the state. These Networks are made up of law enforcement officers from agencies in groups of adjacent counties who hold regular meetings to discuss safety initiatives in their areas.

Attachments

Proposed Solution

What long-range goal in the GHSO Performance Plan does this project support?

Through LEL's and district coordinators continuing support of the Governor's Highway Safety Office, along with the continued Network meetings that gather the support of local law enforcement agencies, we will continue

Identify the target groups where the solution is designed to affect.

Click It or Ticket was again successful for the year 2006, with an increase of seatbelt usage across the state, and fatalities on Tennessee roadways were down. Click It or Ticket and Booze It and Lose It were supported and promoted by law enforcement throughout the state and were a focus at each Network meeting. Local law enforcement along with the GHSO targeted all drivers and passengers with special attention on child passengers.

Describe the chosen interventions.

Enforcement waves consisting of the Click It or Ticket and Booze It and Lose It campaigns. Saturation patrols targeting impaired drivers, seatbelt usage, child restraint, and speed, all of which may involve check points with numerous participating agencies. All interventions involved all participating agencies in each Network.

Describe the rationale behind the interventions (i.e., why you believe the intervention(s) will work).

Click It or Ticket campaigns focus on each and everyone that operates, or is a passenger in any vehicle on our state roadways.

Booze It and Lose It focuses on impaired drivers with an emphasis on Holiday peak times of drinking and driving.

Saturation patrol involves on duty or overtime officers focusing on impaired drivers, seatbelt usage, or child restraint.

Check points involve placing and number of officers in a centralized location checking vehicles for impaired drivers, seatbelt usage and child restraint.

Participation with minor league baseball teams is also very important to gain the exposure of local law enforcement, promote enforcement waves, and to participate in the GHSO sponsored nights.

Describe the resources to be used in carrying out the intervention(s):

- Manpower requirements and how they will be utilized
- Equipment requirements and how it will be utilized

Depending on the enforcement wave, and the type of enforcement, manpower requirements will differ.

Our manpower may consist of only the on duty officers, to overtime officers, to the utilization of all officers (such as a checkpoint)

Equipment requirements or purchases with grant funds will be any device that may help in having a more effective enforcement wave, such as in-car video equipment, radar equipment, or something as simple but effective in doing the enforcement as new flashlights, safety vests, alcohol detectors, etc.etc..

If the project contains training or similar activities, indicate:

- *Specific type training planned*
- *How the need for and type of training planned was identified*
- *Number of persons affected*
- *Where the training will be held, duration of training, subjects covered, etc*

For district coordinators to gain training through the Tennessee Lifesavers conference, LEL conference, DUI training,

List the specific goals and objectives for the project.

To continue to build partnerships with local agencies with-in the Network to address local and statewide safety issues.

Organize enforcement waves and training for local law enforcement through Network meetings.

To gain enforcement wave data from local agencies with-in the Network, and submit that data to GHSA and NHTSA

Attachments

Method of Evaluation

Evaluation of program effectiveness should be able to answer such questions as:

- *Was the program conducted as planned?*
- *Did the program reach the intended target group?*
- *Did the program achieve what it intended (e.g., change behavior or attitudes, educate people)?*
- *What did the program cost (in terms of dollars, person-hours of effort, donated materials)?*

Describe the outcome(s) you are measuring.

Reduction of injuries, fatalities, and economic loss on Tennessee roadways through the coalition of GHSA and local law enforcement.

Describe the method(s) you will be using for collecting data (e.g., self-report, observations, physical trace analysis, surveys, etc.)

Daily, weekly, monthly activity reports during enforcement waves submitted by participating Network agencies, with data such as all types of arrests, citations, safetybelt surveys, checkpoints their results and their manhours, basically all information that will help support the GHSA and local law enforcement in our fight to reduce injuries, fatalities, and economic loss to the state.

For the next three, describe the type(s) of data you will be collecting:

- Administrative data

Arrange for area media conferences when appropriate and keep record of all press events and file news paper clippings.

Attend any scheduled briefings held in the Network area.

Distribute any pamphlet information of highway safety information at Network meetings, any social event that may reach a number of people, and recruit guest speakers that may help us as law enforcement gain information that will be beneficial to highway safety.

- Police and/or Traffic Engineering data

Data gained from each participating law enforcement agency during enforcement waves, whether it be

from Click It or Ticket, Booze It and Lose It or Checkpoints, or any other GHSA sponsored safety event.

- Cost data

Statistical information gained by local law enforcement during enforcement waves are compiled by district coordinators then passed on to GHSA and NHTSA

Detail the data analysis technique(s) used to examine the data.

Statistical information gained by local law enforcement during enforcement waves are compiled by district coordinators then passed on to GHSA and NHTSA

Attachments

Schedule of Tasks by Quarter

List performance schedule of tasks by quarters referring specifically to the tasks you provided in the Proposed Solution (part IV) and defining the components of the tasks to be accomplished by quarters. Identify the person(s) responsible for each task. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st Quarter (Oct., Nov., Dec.):

Plan and conduct monthly Network meetings. submit agenda, sign-in sheet showing name and agency.
Plan network participation in national initiatives, Click it or Ticket,
Booze it and Lose it, etc...
arrange area media coverage through GHSA
Submit quarterly reports and claims by Jan. 15th

2nd Quarter (Jan., Feb., Mar.):

Plan and conduct monthly network meetings as first quarter
Make plans for network participation in national GHSA initiatives
Attend schedulesGHSA briefings
Attend GHSA sponsored training events
Plan 100 days of summer heat
Submit quarterly report by April 15

3rd Quarter (Apr., May, Jun.):

Plan and conduct monthly network meetings as first quarter
Make plans for network participation in national GHSA initiatives
Attend schedulesGHSA briefings
Attend GHSA sponsored training events
Plan 100 days of summer heat
Serve as data collector for Click it or Ticket
Submit quarterly report by April 15

Plan and conduct monthly network meetings as first quarter
Make plans for network participation in national GHSA initiatives
Attend schedulesGHSA briefings
Attend GHSA sponsored training events
Plan 100 days of summer heat
Serve as data collector for Click it or Ticket
Submit quarterly report by July 15

4th Quarter (Jul., Aug., Sep.):

Plan and conduct monthly network meetings as first quarter
Make plans for network participation in national GHSA initiatives
Attend schedulesGHSA briefings

Attend GHSO sponsored training events
Plan 100 days of summer heat
Serve as data collector for Click it or Ticket
Submit final quarterly report by November 15

Attachments

Self-Sufficiency Plan

Outline below the plan to ensure that the traffic safety program will become self-sufficient once Federal funding has expired.

If funding expired we would continue to make traffic safety a priority in Mt. Carmel and across the state no matter what it takes period!

Attachments

CONTRACT SUMMARY SHEET

070407

RFS #	Contract #
	Z-08-023702-00
State Agency	State Agency Division
Tennessee Department of Transportation	Governor's Highway Safety Office
Contractor Name	Contractor ID # (FEIN or SSN)
Mount Carmel Police Department	☒ C- or ☐ V- 620961519-02

Service Description

Operation S.P.E.E.D.

DG-08-21783-00

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
10/1/2007	9/30/2008	Subrecipient	20.600

Mark Each TRUE Statement

☒ Contractor is on STARS				☐ Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
480	88	132	21		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008		\$ 11,553.98			\$ 11,553.98
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL:	\$ -	\$ 11,553.98	\$ -	\$ -	\$ 11,553.98

— COMPLETE FOR AMENDMENTS ONLY —
State Agency Fiscal Contact & Telephone #

Dana Kendall Dana Kendall (615) 741 - 2498

State Agency Budget Officer Approval

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

TOTAL:	\$ -	\$ -
End Date		

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

☐ African American	☐ Person w/ Disability	☐ Hispanic	☐ Small Business
☐ Asian	☐ Female	☐ Native American	☒ NOT Minority / Disadvantaged

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

☐ RFP	☒ Competitive Negotiation	☐ Alternative Competitive Method
☐ Non-Competitive Negotiation	☐ Negotiation w/ Government(eg.ID.GG.GU)	☐ Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)