

## RESOLUTION NO. 235

### A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL TO PARTICIPATE IN THE GOVERNORS HIGHWAY SAFETY OFFICE LAW ENFORCEMENT MINI GRANT.

**WHEREAS**, the safety and well being of the employees of the Town of Mount Carmel is of the greatest importance; and

**WHEREAS**, efforts should be made to provide safety equipment for the Town of Mount Carmel employees; and

**WHEREAS**, the Governor's Highway Safety Office seeks to encourage highway safety by offering a Law Enforcement Mini Grant; 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 for the Governor's Highway Safety Office Law Enforcement Mini Grant and upon award, to accept same, and appropriately budget for its use;

**Section II.** The Mayor shall do all things necessary to validate and make the agreement attached hereto legally binding including, but not limited to, affixing his signature thereto;

**Section III.** This Resolution shall take effect upon its passage the public welfare requiring it.

**Duly passed and approved** this the 24th day of May, 2001.



**GARY W. LAWSON, Mayor**

# ***Governor's Highway Safety Office Law Enforcement Mini Grant Application***

## **INTRODUCTION**

The Governor's Highway Safety Office (GHSO) is awarding Mini Grants to local law enforcement agencies to contribute to local and unique traffic safety needs that may exist. The program will further make available funding opportunities for agencies, which may not have qualified for more traditional traffic safety grants.

As the grantee you will be responsible for determining the area of need within your community where the greatest positive traffic safety benefit may be obtained. Funding may be used for traffic enforcement equipment or overtime. This includes: in-car video camera systems, radar units, and passive breath testers. The criteria for this program are that 1) the grantee must be dedicated to traffic enforcement/safety and 2) have a measurable outcome. The Mini Grant program is designed to make funds available to all agencies, including those currently receiving highway safety grants.

## **Grant Requirements:**

The grantee agency must also be a participant in the following:

- "Titan-UP Tennessee" and "Click It or Ticket", Tennessee's two high visibility occupant protection enforcement campaigns;
- National & Regional Enforcement Campaigns in November, February, May and September occurring during the grant period. (An enforcement campaign schedule is enclosed);
- The grantee must also conduct at least one other road check or local enforcement campaign, independent of the state or national campaigns, per month during the grant period;
- Pre-grant and post-grant Seat Belt Surveys must also be conducted.
- And other provisions listed in Section A of the contract "Scope of Services".
- The grantee must also be a member of the LEL Law Enforcement Area Network.

There are a limited number of grants available. The maximum available for any one grant is \$5,000. If the budgeted amount exceeds \$5,000, a letter signed by the authorizing official stating that the government unit will be responsible for any purchase amount in excess of the \$5,000 maximum is to be submitted with the application.

The Governor's Highway Safety Office strongly supports high visibility and pro-active traffic enforcement, furthermore, traffic stops that are made on the basis of the motorist's race, ethnicity, or economic status rather than on notable suspicion or an actual violation of a law is prohibited and will not be condoned.

Our office is dedicated to making the entire grant process "*user friendly*." We stand ready to provide you with the technical assistance and support you may need to make your program a "*life saving success*".

We are making every effort to reduce the complications surrounding the award of federally funded grants. To this end, we have created this application guide to assist you through the process. In addition, we will be available to guide you on a one-on-one basis when needed.

## FEDERAL FISCAL YEAR 2001

THS-06  
(5/01)

<b>State of Tennessee</b> <b>Governor's Highway Safety Office</b> <b>Andrew Jackson Building</b> <b>500 Deaderick Street, Suite 800</b> <b>Nashville, TN 37243-0341</b> <b>Telephone: (615) 741-2589</b> <b>Fax: (615) 253-5523</b>  <b>APPLICATION FOR</b> <b>HIGHWAY SAFETY GRANT</b>	<b>FOR GHSO USE ONLY</b>	
	<b>STATE PROJECT NUMBER</b>	
	<b>GRANT NUMBER</b> DTNH22-00-G-0988	
	<b>TASK NUMBER</b>	<b>GRANT CONTROL NUMBER</b>
	<b>GRANT PERIOD</b> October 1, 2000 to September 30, 2001	
	<b>PROJECT PERIOD</b> May 1, 2001 to September 30, 2001	
	<b>FUNDS OBLIGATED BY AGREEMENT</b> \$5,000.00	
	<b>PREVIOUSLY OBLIGATED</b>	<b>PREVIOUS GRANT #</b>
	<b>PART ONE (TO BE COMPLETED BY PROJECT DIRECTOR)</b>	
<b>1. PROJECT TITLE</b> Law Enforcement Mini Grants	<b>2. TYPE APPLICATION (Check One)</b> (A) INITIAL <input checked="" type="checkbox"/> (B) CONTINUATION <input type="checkbox"/>	
<b>3. APPLICANT</b>		
<b>A. NAME OF AGENCY</b> MOUNT CARMEL POLICE DEPARTMENT	<b>B. ADDRESS OF AGENCY</b> 100 EAST MAIN STREET P.O. Box 1421 Mount Carmel, TN 37645	
<b>C. GOVERNMENTAL UNIT</b>	<b>D. NAME, ADDRESS OF GOVERNMENTAL UNIT</b> MOUNT CARMEL POLICE DEPARTMENT 100 EAST MAIN STREET P.O. BOX 1421 MOUNT CARMEL, TN 37645	
<b>E. PROJECT DIRECTOR</b>		
<b>1. NAME:</b> JEFF JACKSON		
<b>2. TITLE:</b> CHIEF		
<b>3. ADDRESS:</b> 100 EAST MAIN STREET, P.O. BOX 1421		
<b>4. SIGNATURE:</b> 		
<b>Telephone No.</b>	423-357-9019	
<b>Fax Number</b>	423-357-1184	
<b>E-Mail Address</b>	MCPD@PREFERRED.COM	
<b>Financial Officer Name</b>	SHERRY MINOR	
<b>Financial Officer Telephone No.</b>	423-357-7311	

FEDERAL FISCAL YEAR 2001

<b>4. COST ESTIMATES (SUMMARY FROM PAGE 5)</b>
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<b>A. PERSONNEL SERVICES</b>	<b>\$1,000.00</b>
<b>B. EQUIPMENT</b>	<b>\$4,000.00</b>
<b>TOTAL COSTS</b>	<b>\$5,000.00</b>

<b>5. REVENUE SOURCES</b>	<b>PERCENTAGE %</b>	
<b>A. FEDERAL</b>	100%	<b>\$5,000.00</b>
<b>B. STATE</b>	%	\$
<b>C. LOCAL GOVERNMENT</b>	%	\$
<b>D. OTHER</b>	%	\$
<b>TOTAL REVENUE</b>	<b>100%</b>	<b>\$5,000.00</b>

<b>6. REIMBURSEMENT CLAIMS</b>
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Please indicate if claim will be submitted monthly or quarterly.

Monthly       Quarterly

**LAW ENFORCEMENT MINI GRANT**  
**COST ESTIMATE WORKSHEET**

**A. PERSONNEL SERVICES**

**1. SALARIES**

	Overtime Hours	Overtime Hourly Pay	
<b>X CLASSIFICATION</b>			
A. Overtime	65.57	\$15.25	\$1,000.00
B.			
C.			
<b>TOTAL SALARIES</b>			\$1,000.00
<b>TOTAL PERSONNEL SERVICES</b>			\$1,000.00

**B. EQUIPMENT**

**ITEM (Attach separate list if more than five items.)**

<input type="checkbox"/> 1. Radar Unit	
<input checked="" type="checkbox"/> 2. In-Car Video Camera	\$4,000.00
<input type="checkbox"/> 3. Passive Alcohol Sensor	
<b>TOTAL EQUIPMENT</b>	<b>\$4,000.00</b>

**C. TOTAL COSTS (A+B)**

**\$5,000.00**

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**GRANT AGREEMENT  
BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
GOVERNOR'S HIGHWAY SAFETY OFFICE  
AND  
Mount Carmel Police Department**

This Grant, by and between the State of Tennessee, Department of Transportation, through the Governor's Highway Safety Office, hereinafter referred to as the "Grantor" and/or "the State" and, Mount Carmel Police Department , hereinafter referred to as the "Grantee," is for the provision of implementing a local highway safety program, as further defined in the "SCOPE OF SERVICES."

The Grantee is a governmental entity. The Grantee's address is:

100 East Main Street, PO Box 1421, Mount Carmel, TN 37645

**A. SCOPE OF SERVICES:**

**1. The Grantee agrees:**

- (a) To support programs and enforcement activities in support of the "Click It or Ticket" Campaigns, May 21-June 3, June 25-July 8, August 27-September 9, 2001, and the Air Bag and Seat Belt ("ABC") Campaigns, May 21-28 and November 19-25, 2001.
- (b) To conduct safety belt surveys prior to and after each enforcement campaign and to submit the surveys to the regional Law Enforcement Liaison ("LEL").
- (c) To conduct at least one enforcement event each month throughout the grant period, in addition to those coordinated by the regional LEL.
- (d) To support enforcement programs and/or events coordinated by the Law Enforcement Liaisons.
- (e) To support the Law Enforcement Networks that are established in their network region.
- (f) To adopt a zero tolerance strategy regarding occupant protection violations, and increase daily enforcement of those violations.
- (g) To provide an Officer to serve as the Regional Law Enforcement Network Coordinator ("Network Coordinator"). This Officer shall be selected by the Regional LEL and will serve as a coordinator of regional monthly meetings and enforcement events.
- (h) The Network Coordinator will adopt a goal of an increase in safety belt usage of at least 10% within the Network Region and will continually reinforce the importance of this goal to all members of the network.
- (i) To participate in its Regional Law Enforcement Network and attend all functions sponsored by that Network.
- (j) That approved expenditures and items for purchased under this Grant shall be limited to the following:
  - (1) Radar Units.
  - (2) Preliminary Breath Testing Units (PBTs). This equipment shall be operated exclusively by officers certified in Standardized Field Sobriety Testing (SFST).
  - (3) Video Cameras that are mounted in vehicles to be used by the Grantee.
  - (4) Overtime pay which shall be limited to highway traffic safety activities by the Grantee.

**2. The Grantee further agrees:**

- (a) That, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents shall 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.
- (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

his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant.

E.6. **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.7. **NHTSA Regulations.** The Grantee shall follow NHTSA's Uniform Procedures, 23 CFR Part 1200.21, Equipment, regarding the use and disposition of equipment purchased with federal funds. The Grantee will adhere to State procedures for managing and disposing of equipment. 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.

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures on the dates

indicated.

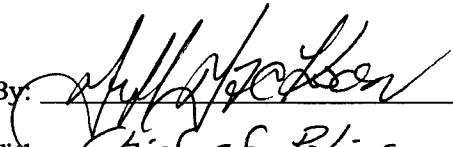
GRANTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GRANTEE

By:  \_\_\_\_\_

Title: Chief of Police \_\_\_\_\_

Date: 5-18-2001 \_\_\_\_\_

Transportation has determined under Section 165 that it is appropriate to waive this requirement.

- (c) To permit the State and the U. S. Department of Transportation to inspect Grantee's records as deemed necessary for grant monitoring purposes.
- (d) 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 Grantee.

B. GRANT TERM:

B.1. Grant Term. This Grant shall be effective for the period commencing on May 15, 2001 and ending on November 30, 2001.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant exceed Five Thousand Dollars (\$5,000.00)

C.2. Payment Methodology. The Grantee shall be compensated in a lump sum in the amount of Five Thousand Dollars (\$5,000.00) within forty-five (45) days following execution of this agreement by all parties.

D. STANDARD TERMS AND CONDITIONS:

D.1. Modification and Amendment. This Grant may not be modified or amended

D.2. 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.3. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

D.4.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.

D.4.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.

D.4.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.5. 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.6. **Public Accountability.** If this Grant 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 agrees to display a sign stating:

"NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.

D.7. **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, Governor's Highway Safety Office." Any such notices by the Grantee shall be approved by the State.

D.8. **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.9. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by the Grantor, the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. **Procurement.** If this grant is used to procure 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.

D.11. **Grantor's Liability.** The Grantor 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 Grantor:

Art Victorine, Director  
Governor's Highway Safety Office  
Tennessee Department of Transportation  
500 Deaderick Street, 8<sup>th</sup> Floor  
Nashville, Tennessee 37243-0341  
Telephone: (615) 741-7590 Facsimile: (615) 253-5523

The Grantee:

CHIEF JEFF JACKSON

MOUNT CARMEL POLICE DEPARTMENT

100 EAST MAIN STREET, P.O. BOX 1421, MOUNT CARMEL, TN 37645

423-357-9019

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 on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

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. Work-papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work-papers, notes, and other documents available for review by the Comptroller of the Treasury or

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\*  
\* TRANSACTION REPORT  
\*  
\*

MAY-31-01 08:54 AM \*

\* FOR:  
\*  
\*  
\* SEND

*	DATE	START	RECEIVER	PAGES	TIME	NOTE	*
*	MAY-31	08:45 AM	3571067	13	8' 29"	OK	*

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