## **GRANT SUMMARY SHEET**

**Grant Name:** 2022 Tennessee Highway Safety Office DUI 21-22

**Department:** POLICE DEPARTMENT

**Grantor:** U.S. DEPARTMENT OF TRANSPORTATION

**Pass-Through Grantor** 

(**If applicable**): TENN. DEPT. OF TRANS.

**Total Award this Action:** \$500,000.00

Cash Match \$0.00

**Department Contact:** Jim Stephens

880-2850

Status: CONTINUATION

# **Program Description:**

Funding will be used for the continuance of the enhanced DUI enforcement initiative. Funding will also be used to target distracted driving and seatbelt enforcement. Seeks to reduce traffic fatalities attributed to impaired drivers and distracted driving through aggressive enforcement on weekends and some major holidays. Funds will pay overtime for personnel working the initiative.

# Plan for continuation of services upon grant expiration:

Project is totally grant funded and will cease upon expiration of the grant.

B.A. Initials

# **Grants Tracking Form**

					Part	One				
Pre-App	plication	0	Application (		<b>Award Accept</b>	ance ● Co	ontract Amendm	ent O		
	Departr	_	Dept. No.			Contact			Phone	Fax
POLICE DEP	PARTMENT	•	031	Jim Stephens					880-2850	880-3077
Grant N	lame:		2022 Tennessee	e Highway Safet	y Office DUI 21-	22				
Granto	r:		U.S. DEPARTMENT OF	TRANSPORTATION		▼	Other:			
Grant P	eriod Fr	om:	10/01/21		(applications only) A	nticipated Application	n Date:	03/31/21		
Grant P	eriod To	):	09/30/22		(applications only) A	pplication Deadline:		03/31/21		
Funding	g Type:		FED PASS THRU	▼	Multi-Department Grant				<ul><li>If yes, list</li></ul>	below.
Pass-Th	ru:		TENN. DEPT. OF TRAN	S. $\blacktriangledown$		Outside Consulta	ant Project:			
Award '	Туре:		COMPETITIVE	•		Total Award:		\$500,000.00		
Status:			CONTINUATION	▼		Metro Cash Mato	ch:	\$0.00		
Metro C	ategory	:	Est. Prior.	•		Metro In-Kind Ma	atch:	\$0.00		
CFDA#	!		20.607, 20.600			Is Council appro	val required?			
Project	Descrip	tion:				Applic. Submitted El	ectronically?	<b>✓</b>		
Funding	will be u	sed for the co	ntinuance of the	enhanced DUI ei	nforcement initia	ative. Funding will a	also be used to ta	arget distracted d	riving and sea	tbelt
enforcen	nent. Se	eks to reduce	traffic fatalities at	tributed to impai	red drivers and	distracted driving tl	hrough aggressiv	e enforcement o	n weekends a	nd some
major ho	olidays. F	unds will pay	overtime for pers	onnel working th	e initiative.					
Plan for	r continu	uation of serv	ice after expirat	ion of grant/Bu	dgetary Impact	:				
Project is	s totally (	grant funded a	nd will cease upo	on expiration of the	ne grant.					
'										
How is	Match D	etermined?								
Fixed Amount of \$ or				% of Grant		Other:				
Explana	ation for	"Other" mea	ns of determinir	ng match:						
No matc	h require	ement								
For this	For this Metro FY, how much of the required local Metro cash match:									
		partment bud		rocar metro cas	in materi.	Fund		Business Unit		
	udgeted		iget:				sed Source of M			
			urce for Remair	ing Grant Vear	s in Budget Be		Sea Course or I	natori.		
Other:	o matori	Amount a oc	dioc for iteman	ing Grant rear	o iii Duaget De	0117				
	r of ETE	s the grant w	ill fund:		0.00	Actual number of	f nositions add	ed:		
		ndirect Cost F				Indirect Cost of C	•	<del>cu.</del>	\$170,000.00	
T .		allowed?	○ Yes ⑤ No	% Allow.		Ind. Cost Reques			\$0.00	in budget
-						allowable. See Inst		JI.	\$0.00	in buaget
			itation from the g	rantor that indire	ct costs are not a	allowable. See inst	ructions)			
	own allo	wable?	Partners:							
Metro	, Comm	unity-based i	artifers.							
					Part Tw	/0				
					Gra	ant Budget				
	Metro					Metals Carre			Indirect	Ind. Cost
Budget	Fiscal	Federal	State Grantor	Other Grantor	Local Match	Match Source	Local Match	Total Grant	Cost to	Neg. from
Year	Year	Grantor			Cash	(Fund, BU)	In-Kind	Each Year	Metro	Grantor

Part Two										
					Gra	ant Budget				
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22	\$500,000.00			\$0.00		\$0.00	\$500,000.00	\$170,000.00	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
To	tal	\$493,372.59			\$0.00		\$0.00	\$500,000.00	\$170,000.00	\$0.00
	Da	ate Awarded:		09/16/21	Tot. Awarded:	\$500,000.00	Contract#:	Z16GHS	S237	
	(0	r) Date Denied			Reason:				·	
	(0	r) Date Withdra	awn:		Reason:				·	

Contact:

trinity.weathersby@nashville.gov vaughn.wilson@nashville.gov

Rev. 04/23/09 **5212** 

GCP RECEIVED 9/16/21

GCP APPROVED 9/17/21



Speed Chart (optional)

Account Code (optional)

71302000

TARREST TO SERVICE AND ADDRESS OF THE PARTY	(cost reimb		rant co	ontract with a		ONTRAC or Tennessee Id		vernmental entity or their
Begin Dat	e	End Date	9		Agenc	y Tracking #		Edison ID
Oct	ober 01, 2021	Septe	embei	r 30, 2022		Z22THS	193	22-71189 (PT)
Grantee L	egal Entity Name							Edison Vendor ID
Metro	politan Nashvi	lle Police	Depa	rtment				4
	ent or Recipient		CFDA	# 20.600 / 20.	607			
☐ R	ecipient		Grante	ee's fiscal yea	ar end 0	6/30/2022		
Service C	aption (one line o	nly)						
Comn	nunity-Based Tra	ffic Safety	Enfor	cement and E	Education	on		
Funding -	1	l		l		1	1	
FY	State	Federal	20.00	Interdepartr	<u>nental</u>	Other	<u>  TO1</u>	TAL Grant Contract Amount
2022		\$500,00	00.00		<del></del>		+	\$500,000.00
							+	
							-	
							+	<u>-</u>
						_		
TOTAL: \$500,0		\$500,00	00.00				\$500,000.00	
Grantee S	election Process	Summary		<u> </u>				
⊠ Comp	petitive Selection	Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.						
Non-	competitive Sele	ction						
Budget Officer Confirmation: There is appropriation from which obligations here required to be paid that is not already enother obligations.			eunder	are		C	SPO US	SE - GG

# GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY AND

### **Metropolitan Nashville Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Nashville Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

#### A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall 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: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly 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. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims a	and Status Reports
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports				
Reporting Period	Due Date			
October 1 through December 31	February 1st			
January 1 through March 31	May 1st			
April 1 through June 30	August 1st			
July 1 through September 30	November 1st			

#### The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant 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. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, https://trafficsafety.org/), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see https://www.dol.gov/agencies/whd/flsa).
- k. That facilities and equipment acquired under this Grant 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.
- I. 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.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

### A.4. <u>Drug-Free Workplace</u>. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace 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. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
  - (2) 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 (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. This Grant Contract document with any attachments.
  - b. The Tennessee Highway Safety Office Grants Management Manual located at http://tntrafficsafety.org/grant-management-manual.
  - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

#### B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2021 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

#### C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. 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.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed 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 Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. 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 shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Budget Line-item</u>. 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 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.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
  - a. 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 the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and 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 Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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.9. <u>Cost Allocation</u>. 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 Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) 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 that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. 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, each 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 remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract 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 Contract.

- 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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 subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

#### The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25<sup>th</sup> Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589
FAX #: (615) 253-5523

#### The Grantee:

Michael Gilliland, Lieutenant Metropolitan Nashville Police Department 200 James Robertson Parkway Nashville, Tennessee 37201 Email Address: mike.gilliland@nashville.gov Telephone # (615) 862-7755

#### FAX # (615) 862-7765

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. 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.
- D.10. <u>Nondiscrimination</u>. 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 Contract or in the employment practices of the Grantee on the grounds of handicap or 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
  - The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17")

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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant 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 Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract 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.

- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> main 02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. 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 Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act</u>. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension</u>. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - 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 Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence 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;
  - are not presently indicted 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal 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 that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$25,000.00 or more]

#### Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**Metropolitan Nashville Police Department:** 

GRANTEE SIGNATURE	DATE
John Cooper, Mayor	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

02-		

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:	
JEFF LONG, COMMISSIONER	DATE

# SIGNATURE PAGE FOR 2022 Tennessee Highway Safety Office Grant

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Dec De	9-16-21
John Drake	Dete
Chief of Police	Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
— DocuSigned by:	9/21/2021
Saul Solomon/mfW Director742469	Date
Department of Finance	
APPROVED AS TO RISK AND INSURANCE:	
Docusigned by: Balogun Colib	9/22/2021
Director of Insurance	Date
APPROVED AS TO FORM AND LEGALITY:	
DocuSigned by:	9/22/2021
Miki Eke	Date
Metropolitan Attorney	Date
John Cooper Date	
Metropolitan Mayor	
ATTEST:	
Metropolitan Clerk	Date

# **ATTACHMENT TWO**

# **Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Nashville Police Department
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	69A37521300004020TN0/69A37521300001540TNA
Federal award date	10/01/2021
CFDA number and name	20.600 / 20.607, State and Community Highway Safety / Alcohol Open Container
Grant contract's begin date	10/01/2021
Grant contract's end date	09/30/2022
Amount of federal funds obligated by this grant contract	\$500,000.00
Total amount of federal funds obligated to the subrecipient	\$500,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$ 0.00
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0.00%

## ATTACHMENT C

### Parent Child Information

Send completed documents as a PDF file to <a href="mailto:cpo.auditnotice@tn.gov">cpo.auditnotice@tn.gov</a>. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.

if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.
"Parent" means an entity whose IRS filing contains the information of at least one other entity.
"Child" means an entity whose information is contained in another entity's IRS filing.
Grantee's Edison Vendor ID number: 4 Is Metropolitan Government of Nashville and Davidson County a parent? Yes \( \subseteq \) No \( \subseteq \)
If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.
Is Metropolitan Government of Nashville and Davidson County a child? Yes No 🕱
If yes, complete the fields below.
Parent entity's name:
Parent entity's tax identification number:
Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:
Central Procurement Office, Grants Program Manager 3 <sup>rd</sup> Floor, WRS Tennessee Tower 312 Rosa L Parks Avenue Nashville, TN 37243
Parent entity's contact information
Name of primary contact person: Lt. James Stephens
Address: 600 Murfreesboro Pike Nashville, Tn. 37219
Phone number: <u>(615)</u> 880-2850
Email address:james.stephens@nashville.gov
Parent entity's Edison Vendor ID number, if applicable:

# ATTACHMENT ONE PAGE 1

#### **GRANT BUDGET**

Agency Name: Metropolitan Nashville Police Department

Project Title: Community-Based Traffic Safety Enforcement and Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

**Applicable Period: BEGIN:** 10/01/2021 **END:** 09/30/2022

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$491,696.12	\$0.00	\$491,696.12
4, 15	Professional Fee, Grant & Award 2	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$8,303.88	\$0.00	\$8,303.88
13	Interest 2	\$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 2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase 2	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$500,000.00	\$0.00	\$500,000.00

Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

<sup>2.</sup> Applicable detail follows this page if line-item is funded.

# ATTACHMENT ONE PAGE 2

## **GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
TOTAL	\$0.00

## **GRANT BUDGET LINE-ITEM DETAIL:**

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

## **GRANT BUDGET LINE-ITEM DETAIL:**

CAPITAL PURCHASE	AMOUNT
Equipment (\$5,000 or more)	\$0.00
TOTAL	\$0.00





# Tennessee Department of Safety & Homeland Security Tennessee Highway Safety Office

#### SIGNATURE AUTHORITY CONSENT FORM

31	GNATURE AU	JIHOKIIYC	ONSENT F	ORIVI	
ı John C	ooper	as the	Ma	vor	of
Name of Person Grantin				Granting Authority	01
Metropolitan Government of Nast and Davidson County	nville hereby			l below signatory	authority
Name of Organization Receiving					
for the 2021-2022 grant awa	rded by the Tenn	essee Highway	Safety Office.	The following in	idividual c
individuals are entitled to sig	n all grant related	d documents or	behalf of my	organization.	
John Drake, Chief of F	Police	_ ( 	enature C	2	
Michael Gilliland, Jr., I	₋ieutenant		MML gnature	8 MM, J.	
James Stephens, Lieu Name and Title (Printed)	tenant	- 518	James Signature	tephens	
The above signatory authorion organization at any time by v					y my
	Signature of Pers	son Granting Author	ty	Date	





# Tennessee Department of Safety and Homeland Security Tennessee Highway Safety Office

### THSO Grantees,

It is important both to our office and the National Highway Traffic Safety Administration (NHTSA), that traffic enforcement being performed with alcohol or impaired driving funds be closely monitored. Typically, any Tennessee law enforcement agency receiving section 154AL (alcohol funds) or 405d (impaired driving funds) should focus their enforcement efforts during hours considered peak time for alcohol or impaired driving crashes. However, recent data has indicated that impaired driving related crashes have become common outside of those peak time hours, as well.

To keep our partnerships strong, remain in alignment with the intent of the funding, and stay within the guidelines of our federal regulations, we are removing the time of day restrictions for alcohol or impaired driving funded enforcement.

Below is what must be followed by all law enforcement agencies receiving any alcohol or impaired driving funds:

- 1. The THSO prefers all saturations take place between 2:00 p.m. and 4:00 a.m.
- 2. Agencies may work outside of these hours based on their local data. The THSO no longer requires advance notice or written justification to work outside of peak times. Close monitoring of activity performed outside of peak times will be reviewed during your agency's annual monitoring visit.
- 3. Alcohol or impaired driving funding is <u>never</u> allowed for the primary purpose of speed, distracted driving, school zone, and/or seatbelt enforcement. We understand that citations will be issued for those types of violations, but those should be secondary in nature. Saturations and checkpoints for alcohol or impaired driving enforcement must always be based on data for location and time of day.

Sincerely,

Director

Tennessee Highway Safety Office

#### Resolution No. RS2021-880

A resolution approving an application for a Community-Based Traffic Safety Enforcement and Education grant from the Tennessee Highway Safety Office, to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to continue the enhanced DUI enforcement initiative and target distracted driving and seatbelt enforcement.

WHEREAS, the Tennessee Highway Safety Office, is accepting applications for a Community-Based Traffic Safety Enforcement and Education grant with an award of \$493,372.59 with no cash match required; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant application of the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, for a Community-Based Traffic Safety Enforcement and Education grant to continue the enhanced DUI enforcement initiative and target distracted driving and seatbelt enforcement, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Police Department is authorized to submit said application to the Tennessee Highway Safety Office.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:	INTRODUCED BY:
— DocuSigned by:	
kenin (rumbo/tlo	Dyonte Joons
—Keviளஞ்rumbo, Director	DO 1 - 2 00
Department of Finance	1) compe Sorble
APPROVED AS TO FORM AND	Member(s) of Council
LEGALITY: DocuSigned by:	
Docusigned by:	
Mcki Eki	
—Aভজiছtant₅Wetropolitan Attorney	

# **GRANT APPLICATION SUMMARY SHEET**

**Grant Name:** 2022 Tennessee Highway Safety Office DUI 21-22

**Department:** POLICE DEPARTMENT

**Grantor:** U.S. DEPARTMENT OF TRANSPORTATION

**Pass-Through Grantor** 

(If applicable): TENN. DEPT. OF TRANS.

**Total Applied For:** \$493,372.59

Metro Cash Match: \$0.00

**Department Contact:** Jim Stephens

880-2850

Status: CONTINUATION

# **Program Description:**

Funding will be used for the continuance of the enhanced DUI enforcement initiative. Funding will also be used to target distracted driving and seatbelt enforcement. Seeks to reduce traffic fatalities attributed to impaired drivers and distracted driving through aggressive enforcement on weekends and some major holidays. Funds will pay overtime for personnel working the initiative.

# Plan for continuation of services upon grant expiration:

Project is totally grant funded and will cease upon expiration of the grant.

APPROVED AS TO AVAILABILITY
OF FUNDS:

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

4/7/2021

Director of Finance

4/7/2021

Muli Ele 4/7/2021

Muli Ele 4/7/2021

Muli Ele 4/7/2021

Muli Ele 4/7/2021

APPROVED AS TO RISK AND

**INSURANCE:** 

- Docusigned by: Balozum (obb 4/7/2021

Direction of Risk Management Date

**Services** 

# **Grants Tracking Form**

					Part			_				
Pre-App	plication		Application •		Award Accept		ontract Amendm	ent O				
	Departmer	_	Dept. No. Contact					Phone	Fax			
POLICE DEP	PARTMENT	•	031	Jim Stephens					880-2850	880-3077		
Grant N	lame:		2022 Tennessee Highway Safety Office DUI 21-22									
Granto	r:		U.S. DEPARTMENT OF TRANSPORTATION    Other:									
Grant P	eriod Fron	n:	10/01/21		(applications only) A	nticipated Applicati	on Date:	03/31/21				
Grant P	eriod To:		09/30/22		(applications only) A	pplication Deadline		03/31/21				
Funding	a Type:		FED PASS THRU	▼		Multi-Departme	nt Grant		► If yes, list	below.		
Pass-Th			TENN. DEPT. OF TRAN	S. <b>▼</b>		Outside Consul			, ,,			
Award			COMPETITIVE	▼		Total Award:		\$493,372.59				
Status:			CONTINUATION	▼		Metro Cash Ma	tch:	\$0.00				
Metro C	Category:		Est. Prior.	▼		Metro In-Kind N	/latch:	\$0.00				
CFDA#			20.607, 20.600			Is Council appr						
	Description	on.	20.001, 20.000			Applic. Submitted I	•					
-			tinuance of the 6	enhanced DULe	nforcement initia		also be used to ta		riving and sea	athelt		
							through aggressiv					
			overtime for pers			a.o ao.oa ag						
	maayon i an			og								
	4											
			ice after expirat									
Project is	s totally gra	ant funded a	nd will cease upo	on expiration of t	he grant.							
	Match Det											
Fixed A	mount of	\$		or		% of Grant		Other:				
Fixed A	mount of	\$	ns of determinir			% of Grant		Other:				
Fixed A Explana	mount of	\$ Other" mea	ns of determinir			% of Grant		Other:				
Fixed A Explana	mount of sation for "C	\$ Other" mea	ns of determinir			% of Grant		Other:				
Fixed A  Explana  No matc	amount of station for "Contract of state of stat	\$ Other" mea ent		ng match:	sh match:	% of Grant		Other:				
Fixed A  Explana  No mato  For this	ation for "Charles at the second seco	\$ Other" mean ent , how much	of the required	ng match:	sh match:		4					
Fixed A Explana No mato For this Is alrea	ation for "( th requirem  Metro FY dy in depa	\$ Other" mea ent	of the required	ng match:	sh match:	Fun		Business Unit				
Fixed A Explana No matc  For this Is alrea Is not b	ation for "Chrequirem  Metro FY, dy in depa	\$ Other" meanent ent , how much	of the required	ng match: local Metro cas		Fun Prop	d osed Source of M	Business Unit				
Fixed A Explana No matc  For this Is alrea Is not b (Indicate	ation for "Chrequirem  Metro FY, dy in depa	\$ Other" meanent ent , how much	of the required	ng match: local Metro cas		Fun Prop		Business Unit				
For this Is alrea Is not b (Indicate Other:	amount of sation for "Charles Metro FY, dy in depanded?	\$ Other" meanent , how much ritment bud mount & So	of the required get? urce for Remain	ng match: local Metro cas	s in Budget Be	Fun Prop Iow)	osed Source of M	Business Unit Match:				
For this Is alrea Is not b (Indicate Other: Number	amount of sation for "Chrequirem  Metro FY dy in depanded? Match An	Control of the grant with the grant	of the required get? urce for Remain Il fund:	ng match: local Metro cas	s in Budget Be	Fun Prop low) Actual number	osed Source of M	Business Unit Match:	\$152 550 90			
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number	ation for "C th requirem Metro FY dy in depart Metro Ar Match Ar of FTEs t	\$ Other" meanent , how much artment bud mount & So the grant wi irect Cost R	of the required get? urce for Remain II fund: late	local Metro can	s in Budget Be 0.00 30.92%	Fun Prop low) Actual number Indirect Cost of	osed Source of M of positions add Grant to Metro:	Business Unit Match: ed:	\$152,550.80			
For this Is alrea Is not b (Indicate Other: Number Pepartr *Indirec	ation for "C th requirem Metro FY dy in depa udgeted? Match Ar r of FTEs t mental Indi	Cost Relowed?	of the required get?  urce for Remain  Il fund:  cate      Yes  No	local Metro can ling Grant Year % Allow.	s in Budget Be 0.00 30.92% 0.0%	Fun Prop low)  Actual number Indirect Cost of Ind. Cost Reque	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	\$152,550.80 \$0.00	in budget		
For this Is alrea Is not b (Indicate Other: Number Pepartr *Indirec	ation for "C th requirem Metro FY dy in depa udgeted? Match Ar r of FTEs t mental Indi	Cost Relowed?	of the required get?  urce for Remain  Il fund:  cate      Yes  No	local Metro can ling Grant Year % Allow.	s in Budget Be 0.00 30.92% 0.0%	Fun Prop low) Actual number Indirect Cost of	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	. ,	in budget		
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number Departr *Indirec *(If "No", Draw do	amount of sation for "C th requirem  Metro FY dy in depa udgeted? e Match Ar r of FTEs t mental Indi ct Costs all please atta own allows	Cher" meanent  , how much artment bud mount & So the grant wi irect Cost R lowed?  Ich document able?	of the required get?  urce for Remain  Ill fund:  cate      Yes  No  tation from the g	local Metro can ling Grant Year % Allow.	s in Budget Be 0.00 30.92% 0.0%	Fun Prop low)  Actual number Indirect Cost of Ind. Cost Reque	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	. ,	in budget		
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number Departr *Indirec *(If "No", Draw do	amount of sation for "C th requirem  Metro FY dy in depa udgeted? e Match Ar r of FTEs t mental Indi ct Costs all please atta own allows	Cher" meanent  , how much artment bud mount & So the grant wi irect Cost R lowed?	of the required get?  urce for Remain  Ill fund:  cate      Yes  No  tation from the g	local Metro can ling Grant Year % Allow.	s in Budget Be 0.00 30.92% 0.0%	Fun Prop low)  Actual number Indirect Cost of Ind. Cost Reque	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	. ,	in budget		
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number Departr *Indirec *(If "No", Draw do	amount of sation for "C th requirem  Metro FY dy in depa udgeted? e Match Ar r of FTEs t mental Indi ct Costs all please atta own allows	Cher" meanent  , how much artment bud mount & So the grant wi irect Cost R lowed?  Ich document able?	of the required get?  urce for Remain  Ill fund:  cate      Yes  No  tation from the g	local Metro can ling Grant Year % Allow.	s in Budget Be 0.00 30.92% 0.0%	Fun Prop low)  Actual number Indirect Cost of Ind. Cost Reque	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	. ,	in budget		
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number Departr *Indirec *(If "No", Draw do	amount of sation for "C th requirem  Metro FY dy in depa udgeted? e Match Ar r of FTEs t mental Indi ct Costs all please atta own allows	Cher" meanent  , how much artment bud mount & So the grant wi irect Cost R lowed?  Ich document able?	of the required get?  urce for Remain  Ill fund:  cate      Yes  No  tation from the g	local Metro can ling Grant Year % Allow.	0.00 0.092% 0.0% ct costs are not a	Actual number Indirect Cost of Ind. Cost Reque	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	. ,	in budget		
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number Departr *Indirec *(If "No", Draw do	amount of sation for "C th requirem  Metro FY dy in depa udgeted? e Match Ar r of FTEs t mental Indi ct Costs all please atta own allows	Cher" meanent  , how much artment bud mount & So the grant wi irect Cost R lowed?  Ich document able?	of the required get?  urce for Remain  Ill fund:  cate      Yes  No  tation from the g	local Metro can ling Grant Year % Allow.	s in Budget Be  0.00  30.92%  0.0%  ct costs are not a	Actual number Indirect Cost of Ind. Cost Requeallowable. See Insulton	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	. ,	in budget		
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number Departr *Indirec *(If "No", Draw do	amount of sation for "C th requirem  Metro FY dy in depa udgeted? e Match Ar r of FTEs t mental Indi ct Costs all please atta own allows	Cher" meanent  , how much artment bud mount & So the grant wi irect Cost R lowed?  Ich document able?	of the required get?  urce for Remain  Ill fund:  cate      Yes  No  tation from the g	local Metro can ling Grant Year % Allow.	s in Budget Be  0.00  30.92%  0.0%  ct costs are not a	Actual number Indirect Cost of Ind. Cost Reque	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	\$0.00			
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number Pepartr *Indirec *(If "No", Draw do Metro o	amount of sation for "Ch requirem  Metro FY dy in depanded and geted? Match Ar  r of FTEs temental Indict Costs all please atta own allows or Commun	Other" meanent  , how much artment bud mount & So the grant wi irect Cost R lowed? Inch document able?	of the required get?  urce for Remain  Il fund: Rate  Yes No tation from the ger	local Metro cashing Grant Year  % Allow.	s in Budget Be  0.00  30.92%  0.0%  ct costs are not a	Actual number Indirect Cost of Ind. Cost Requeallowable. See Insulton	osed Source of Moreon of positions add Grant to Metro: ested from Granto structions)	Business Unit	\$0.00	Ind. Cost		
Fixed A Explana No matc  For this Is alrea Is not b (Indicate Other: Number Departr *Indirec *(If "No", Draw do	amount of sation for "C th requirem s Metro FY, dy in depa sudgeted? e Match Ar r of FTEs t mental Indi ct Costs all please atta own allows or Commun	Cher" meanent  , how much artment bud mount & So the grant wi irect Cost R lowed?  Ich document able?	of the required get?  urce for Remain  Ill fund:  cate      Yes  No  tation from the g	local Metro can ling Grant Year % Allow.	s in Budget Be  0.00  30.92%  0.0%  ct costs are not a	Actual number Indirect Cost of Ind. Cost Requeallowable. See Insurance Indirect Cost of Ind. The Indirect Cost of Ind. Cost Requeallowable. See Insurance Indirect Cost of Ind. Cost Requeallowable. See Insurance Indirect Cost of	osed Source of Moreon of positions add Grant to Metro:	Business Unit Match: ed:	\$0.00			

					Part Tw	10				
					Gra	ant Budget				
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$42,000.00			\$0.00		\$0.00	\$42,000.00	\$12,986.40	\$0.00
Yr 2	FY22	\$451,372.59			\$0.00		\$0.00	\$451,372.59	\$139,564.40	\$0.00
Yr 3	FY									
Yr 4	FY_									
Yr 5	FY									
To	tal	\$493,372.59	\$0.00	\$0.00	\$0.00		\$0.00	\$493,372.59	\$152,550.80	\$0.00
	Date Awarded:				Tot. Awarded:		Contract#:			
	(0	r) Date Denied	:		Reason:					
(or) Date Withdrawn: Reason:										

Contact:

trinity.weathersby@nashville.gov vaughn.wilson@nashville.gov

Rev. 04/23/09 5212

GCP Rec'd 04/01/21

GCP Approved 04/01/21

VW

# **Project Type Selection**

# Instructions:

- . Please select the project type and click the Save button
- · When done, go to Contact and Project Information
- · Required fields are marked with an asterisk \*

Project Type Selection:*	Alcohol and Impaired Driving Education	Alcohol and Impaired Driving Enforcement
	Bicycle and Pedestrian Safety	Child Passenger Safety & Occupant Protection
	Distracted Driving Education	DUI Drug Courts
	DUI Prosecution	Emergency Medical Services
	Motorcycle Safety	Network Coordinator
	Older Driver Safety	Police Traffic Services (Multiple Violations)
	Safe Communities	Teen Driver Safety Education
	Traffic Records	Traffic Safety Resource Prosecutor

DocuSign Envelope ID: 2E084D07-B349-457F-B1C8-0DE2426259A3

Police Traffic Services (Multiple Violations)

These program area grants may be used by law enforcement agencies to conduct sustained and highly visible traffic enforcement addressing impaired, distracted and/or aggressive driving; occupant protection; and speeding (including work zones). Grant funding will be allocated for enforcement on an overtime or part-time basis conducted by officers trained and certified in Standard Field Sobriety Testing, Drug Recognition Expert (suggested), and Radar/LIDAR. Grant funds may also be allocated to purchase supplies and equipment for use in addressing behavioral safety-related problems. Equipment costing over \$5,000 is considered a capital expense and must be approved by the THSO and NHTSA.

THSO-2022-MetroNashv

IPD-PT-

00372 (/Documen

tFramework

2

sym=E7AE8 02C-9ABA-

436C-

9427-

60E595888F

5F&docume

ntGUID=0b1

035c8-

8de1-403f-

8ce7-

d009d571f14

5)

2000

Forms

Project Type Selection

Project Type Selection

(/DocumentFram ework/Documen

# Contact and Project Information

New Note

Last Saved 3/18/2021 1:46 PM

#### Instructions:

- · Please fill in the appropriate fields and click the Save button
- When done, go to Problem Statement
- · Required fields are marked with an asterisk \*

Project Title:

Community-Based Traffic Safety Enforcement and Education

Project Type:

Police Traffic Services (Multiple Violations)

Primary Project Director:

Michael Gilliland

Title:

e: Lieutenant

Phone:

Fax:

Email:

mike.gilliland@nashville.gov

Secondary Project Director:

Michael Park

Title:

Police Officer 2

(615) 862-7738

Phone:

6158627755

Fax:

Email:

michael.park@nashville.gov

### Police Chief/Sheriff/Executive Director:

Title: Chief of Police

Name: John Drake

Phone: (615) 862-7301

Email: john.drake@nashville.gov

Claim and Reporting Frequency: \* Quarterly

Go to the top

# **Problem Statement**

#### Instructions:

- · Please fill in the appropriate fields and click the Save button
- · When done, go to Project Goals
- · Required fields are marked with an asterisk \*

In 2020, 1,221 people were killed and 60,302 injured in traffic crashes on Tennessee roadways. Alcohol was a factor in 20.1 percent of fatalities, followed by speeding 15.1 percent, and distraction at 5.65 percent. Of fatally injured motor vehicle occupants, 47.1 percent were not wearing a seat belt. Research confirms that drivers who are aggressive (disregard their safety and the safety of others on the road) are high-risk and more likely to drink and drive, speed, not buckle up, and engage in other dangerous behaviors.

To address unsafe motorist behavior, the Tennessee Highway Safety Office (THSO) is providing grant funding for community-based efforts that employ highly visible and sustained enforcement coupled with public education to address impaired, distracted and aggressive driving; speeding (including work zone safety); improper occupant restraint; lack of helmet use; and other unsafe behaviors.

Metropolitan Nashville Police Department meets these criteria – for the three-year period January 1, 2018 to December 31, 2020, there were 90,247 \*crashes and 301 \* fatalities in the Metropolitan Nashville Police Department. Of these fatalities, 16,00 %\* were the result of speeding, 25,00 %\* involved alcohol, 4,00 %\* were caused by a distracted driver. Unbelted motor vehicle occupants accounted for 173 \* fatalities.

# **Project Goals**

#### Instructions:

- · Please fill in the appropriate fields and click the Save button
- · When done, go to Selected Countermeasures
- · Required fields are marked with an asterisk \*

## **Project Goals**

To reduce the number of crashes in Metropolitan Nashville Police Department by 5.81%, from 90,247 \* to 85,000 \* by 20 To reduce the number of fatalities in Metropolitan Nashville Police Department by 8.64%, from 301 \* to 275 \* by 20 To reduce alcohol-related crashes from 1,969 to 1,915 by 20 To reduce alcohol-related fatalities from 76 to 70 by 20 23 To reduce speed-related crashes from 3,785 to 3,580 by 20 To reduce crashes involving unbelted occupants from 1,500 by 20 1.599 to To reduce distracted driving crashes from 6,107 to 6,000 by 20 23. To reduce motorcycle crashes from by 20 to To reduce teen driver crashes from to by 20

## Additional Goals:

Conduct 4 sobriety checkpoints during the grant year.

# Selected Countermeasures

#### Instructions:

- · Please fill in the appropriate fields and click the Save button
- · When done, go to Resources
- Required fields are marked with an asterisk \*

Highly visible and sustained enforcement will be conducted at "hot spot" locations identified through analysis of crash, citation, crime, and other data. High visibility enforcement (HVE) is a proven traffic safety approach designed to create deterrence and change unlawful behavior. It combines highly visible and proactive law enforcement tactics such as impaired driving saturation patrols, seat belt checkpoints, speed enforcement waves, aggressive driving patrols, multi-jurisdiction activities, with visibility elements (e.g., roadside signage, marked vehicles, mobile command posts) and publicity (e.g., press releases, billboards, flyers, social media) that educates the public about the danger of unsafe driving behaviors and increased enforcement addressing those behaviors to promote voluntary compliance with the law.

Roadways with high traffic volumes will be targeted to ensure that the motoring public not only sees law enforcement, but also officers making traffic stops. Enforcement will also be conducted in support of the NHTSA seat belt and impaired driving campaigns during the Memorial Day, July 4, Labor Day and Christmas/New Year's Day holiday periods. One or more of the following highly visible and proven enforcement tactics will be conducted on a sustained basis for this project:

1	Saturation Patrols
<b>√</b>	Checkpoints
<b>√</b>	Multi-jurisdictional/Network
	Other

DocuSign Envelope ID: 2E084D07-B349-457F-B1C8-0DE2426259A3		
The following visibility elements will be used during this project:		
Road signs (electronic message boards, pop-up road signs)		
✓ Marked patrol vehicles (includes magnetic HVE signs or window clings)		
✓ High visibility vests		
Light day to 10 years beautiful as the characteristic and the charac		
✓ Handouts (flyers, brochure, etc.)		
Other		
Otter		
The following public outreach tactics highlighting the danger of unsafe driving behaviors and increased enforcement to address those behaviors will be conducted in support of this project:		
✓ Press releases (includes results of the enforcement)		
Press events		
Public Service Announcements/Ads (includes radio, TV, newspapers)		
Letters to the Editor/Op-Eds		
Community presentations		
Community presentations		
✓ Social media messaging		
Other		
		(Abdamanta a com
The following community/county-based agencies, organizations and/or businesses will help disseminate traffic Smith Manufacturing will host a quarterly lunch and learn and distribute paycheck stuffers to educate employe		
Simplification of the property	The state of the s	0/

### Resources

#### Instructions:

- . Please fill in the appropriate fields and click the Save button
- · When done, go to Task Schedule
- · Required fields are marked with an asterisk \*

Grant funding will be allocated for enforcement on an overtime or part-time basis conducted by officers trained and certified in Standard Field Sobriety Testing, ARIDE (suggested), Drug Recognition Expert (suggested), and Radar/LIDAR.

Grant funds may also be allocated to purchase the following supplies and equipment (described below) for use in addressing behavioral safety-related problems (equipment costing \$5.000 or more must be approved by the THSO and NHTSA).

Additional Resources	

### Task Schedule

#### Instructions:

- · Please fill in the appropriate fields and click the Save button
- · When done, go to Evaluation
- · Required fields are marked with an asterisk \*

Identify by month or quarter all tasks that will be performed to achieve your goals.

First Quarter (Oct., Nov., Dec.):

#### Tasks

- 1. Conduct monthly enforcement initiative(s) addressing (safety problems).
- 2. Conduct monthly public outreach and education addressing (safety problems).
- 3. Collect and analyze enforcement and public outreach activity data and crash data.
- 4. Conduct enforcement in support of the NHTSA holiday impaired driving mobilization.
- 5. Submit enforcement data via www.TNtrafficsafety.org no later than two weeks following NHTSA holiday mobilization.
- 6. Participate in at least one THSO Network meeting during this quarter.
- 7. Submit quarterly claim and status report no later than February 1.

Additional tasks:

Conduct 1 sobriety checkpoint.

Second Quarte	er (Jan., Feb., Mar.):
Tasks	
	1. Conduct monthly enforcement initiative(s) addressing (safety problems).
	2. Conduct monthly public outreach and education addressing (safety problems).
	3. Collect and analyze enforcement and public outreach activity data and crash data.
	4. Continue enforcement in support of the NHTSA impaired mobilization.
	5. Submit enforcement data via www.TNtrafficsafety.org no later than two weeks following the NHTSA mobilization.
	6. Participate in at least one THSO Network meeting during this quarter.
	7. Submit quarterly claim and status report no later than May 1.
	Additional tasks:

DocuSign Envelope	E ID: 2E084D07-B349-457F-B1C8-0DE2426259A3
Third Quarte	r (Apr., May, Jun.):
Tasks	
	1. Conduct monthly enforcement initiative(s) addressing (safety problems).
	2. Conduct monthly public outreach and education addressing (safety problems).
	3. Collect and analyze enforcement and public outreach activity data and crash data.
	4. Conduct enforcement in support of the NHTSA Click It or Ticket mobilization.
	5. Submit enforcement data via www.TNtrafficsafety.org no later than two weeks following NHTSA Click It or Ticket mobilization.
	6. Participate in at least one THSO Network meeting during this quarter.
	7. Submit quarterly claim and status report no later than August 1.

Additional tasks:

Conduct 2 sobriety checkpoints.

ocuSign Envelop	pe ID: 2E084D07-B349-457F-B1C8-0DE2426259A3
Fourth Quar	ter (Jul., Aug., Sep.):
Tasks	
	1. Conduct monthly enforcement initiative(s) addressing (safety problems).
	2. Conduct monthly public outreach and education addressing (safety problems).
	3. Collect and analyze enforcement and public outreach activity data and crash data.
	4. Conduct enforcement in support of the NHTSA summer impaired driving mobilization.
	5. Submit enforcement data via www.TNtrafficsafety.org no later than two weeks following NHTSA Summer mobilization.
	6. Participate in at least one THSO Network meeting during this quarter.
	7. Submit quarterly claim, quarterly status report, and final status report no later than November 1.
	Additional tasks:
Cor	nduct 1 sobriety checkpoint.

# Evaluation

#### Instructions:

- Please review and click the Save button
- · When done, go to Budget

The number and duration of monthly DUI enforcement activities and the resulting arrest and citation data will be collected and analyzed to assess progress made in achieving the project goals and objectives. This data, along with copies or links to press clippings and printed materials such as flyers or press releases will be included in the monthly/quarterly status report submitted using the THSO online grants management system.

The following enforcement results will be submitted via www.THSOGrants.org data collection form as part of the status report: Speeding, DUI, Child Restraint, Seatbelt, Distracted / Due Care, Other, Warnings.

The following enforcement results will also be submitted via www.TNTrafficSafety.org no later than two weeks following the required NHTSA mobilizations: Impaired driving arrests (DUI / DRE), Safety belt citations, Child safety citations, Felony arrests, Recovered stolen vehicles, Fugitives apprehended, Suspended/Revoked licenses, Uninsured motorists, Speeding, Reckless driving, Individuals given DRE evaluations, Weapons seized, Other, Number of checkpoints.

# Personnel

- Please fill in the appropriate fields.
- · Required fields are marked with an asterisk \*.
- · When done, click the SAVE button.

Classification	Number	Title	Pay Rate	Period Type	Number of Pay Periods	Sub-Total	Benefits	Sub-Total	Total
Overtime	•	1 Sergeant 405d	\$ 10,449.95	Monthly	<b>v</b> 12.00	\$125,399.40	20.5310	\$25,745.75	\$151,145.15
Overtime	•	1 Officer 405d	\$ 207,961.70	Yearly	▼ 1.00	\$207,961.70	20.5310	\$42,696.62	\$250,658.32
Overtime	•	1 Sergeant 402	\$ 2,361.31	Monthly	<b>v</b> 12.00	\$28.335.72	20.5310	\$5,817.61	\$34.153.33
Overtime	•	1 Officer 402	\$ 42,503.54	Yearly	▼ 1.00	\$42,503.54	20.5310	\$8,726,40	\$51.229.94
								Total	\$487,186.74

# **Professional Fees**

- · Please fill in the appropriate fields.
- · Required fields are marked with an asterisk \*.
- . When done, click the SAVE button.



# Non-Personnel (Small Equipment, Supplies, etc.)

- · Please fill in the appropriate fields.
- · Required fields are marked with an asterisk \*.
- · When done, click the SAVE button.

Item Name	Classification	Cost	Quantity	Total
	~	\$		\$0.00
			Total	\$0.00

# Travel, Meetings & Conferences

- · Please fill in the appropriate fields.
- · Required fields are marked with an asterisk \*.
- . When done, click the SAVE button.

ame	Classification	Cost		Quantity	Total
Lifesavers Conference 202	Airfare	\$	400.00	2.0000	\$800.00
Lifesavers Conference 202	Other: Registration Fees	\$	500.00	2.0000	\$1,000.00
Lifesavers Conference 202	Lodging	\$	872.00	2.0000	\$1,744.00
Lifesavers Conference 202	Per Diem (Full Day)	\$	152.00	2.0000	\$304.00
Lifesavers Conference 202	Per Diem (Travel Day)	\$	114.00	2.0000	\$228.00
IACP 2021	Airfare	\$	500.00	1.0000	\$500.00
IACP 2021	Other: Registration Fees	\$	500.00	1.0000	\$500.00
IACP 2021	Lodging	\$	790.00	1.0000	\$790.00
IACP 2021	Per Diem (Full Day)	\$	213.00	1.0000	\$213.00
IACP 2021	Per Diem (Travel Day)	\$	107.00	1.0000	\$107.00
				Total	\$6,186.00

#### Comments

IACP Conference 2021New Orleans, LA Lifesavers Conference 2022 Chicago, IL

74 of 500

# Other Non-Personnel

- · Please fill in the appropriate fields.
- · Required fields are marked with an asterisk \*.
- · When done, click the SAVE button.

Name	Classification	Cost	Quantity	Total
	~	\$		\$0.00
			Total	\$0.00

# Insurance

- · Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- · When done, click the SAVE button.

Name	Classification	Cost	Quantity	Total
	Insurance	\$		\$0.00
			Total	\$0.00

# Equipment (\$5,000 or more)

- · Please fill in the appropriate fields.
- · Required fields are marked with an asterisk \*.
- · When done, click the SAVE button.

Equipment Name	Equipment Description	Classification	Cost	Quantity	Total
	0 - 6 100	Equipment	\$		\$0.00
	0 of 400			Total	\$0.00

# Indirect Cost and Revenue Source

#### Instructions:

- · Please fill in the appropriate fields.
- · Required fields are marked with an asterisk \*.
- · When done, click the SAVE button.

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.



# **Budget Summary**

#### Instructions:

- · Please fill in the appropriate fields.
- · Required fields are marked with an asterisk \*.
- . When done, click the SAVE button.

#### Expense Object Line-Item Category

Salaries and Benefits & Taxes		\$487,186.59
Professional Fee, Grant & Award		\$0
Non-Personnel: Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing	& Publications	\$0
Travel, Conferences & Meetings		\$6,186.00
Other Non-Personnel		\$0
Insurance		\$0
Capital Purchase	*	\$0
indirect Cost	0%	\$0.00
Grand Total		\$493,372.59

#### APPLICATION SIGNATURE PAGE FOR APPLICATION FOR 2022 Tennessee Highway Safety Office DUI Grant

#### METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director

Department of **Police Department** 

\_ .

3-31-21