**SHELBY COUNTY BOARD OF COMMISSIONERS**
**AGENDA ROUTE SHEET**

Referred to Commission Committee 4 - Law Enforcement, Fire, Corrections & Courts

For Commission Action on _____

RESOLUTION AMENDING THE FY2009 OPERATING BUDGET AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, GOVERNOR'S HIGHWAY SAFETY OFFICE, FOR THE SHELBY COUNTY SHERIFF'S OFFICE METRO DUI PROGRAM IN THE AMOUNT OF $142,957.00 AND THIS ITEM REQUIRES THE EXPENDITURE OF TENNESSEE DEPARTMENT OF TRANSPORTATION GRANT FUNDS FOR THE PURPOSE OF INCREASING TRAFFIC ENFORCEMENT AND REDUCING INJURIES AND FATALITIES RELATED TO DRIVING UNDER THE INFLUENCE. SPONSORED BY COMMISSIONER SIDNEY CHISM.

**CHECK ALL THAT APPLY BELOW:**

_____ This Action does NOT require expenditure of funds.

__X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $142,957.00 (Federal thru State)

Other pass-thru funds (Specify source and amount): $ _____

**Originating Department:** Shelby County Sheriff's Office

**APPROVAL:**

| | | | |
|---|---|---|---|
| Dept. Head: | Kimberly Hackney 545-5772 | \ | \ |
| | (Print your name & phone #.) | (Initials) | (Date) |
| Elected Official: | Sheriff Mark H. Luttrell Jr. 545-5503 | \ | \ |
| | (Print your name & phone #.) | (Initials) | (Date) |
| Division Director: | Harvey Kennedy 545-5505 | \ | \ |
| | (Print your name & phone #.) | (Initials) | (Date) |
| CIP – A&F Director: | | \ | \ |
| | (Print your name & phone #.) | (Initials) | (Date) |
| Finance Dept. | | \ | \ |
| | (Print your name & phone #.) | (Initials) | (Date) |
| County Attorney: | | \ | \ |
| | (Print your name & phone #.) | (Initials) | (Date) |
| CAO/Mayor: | | \ | \ |
| | (Print your name & phone #.) | (Initials) | (Date) |

ITEM NO: _____ PREPARED BY: Jatasha L. Haralson

APPROVED BY: _____

RESOLUTION AMENDING THE FY2009 OPERATING BUDGET AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, GOVERNOR'S HIGHWAY SAFETY OFFICE, FOR THE SHELBY COUNTY SHERIFF'S OFFICE METRO DUI PROGRAM IN THE AMOUNT OF $142,957.00 AND THIS ITEM REQUIRES THE EXPENDITURE OF TENNESSEE DEPARTMENT OF TRANSPORTATION GRANT FUNDS FOR THE PURPOSE OF INCREASING TRAFFIC ENFORCEMENT AND REDUCING INJURIES AND FATALITIES RELATED TO DRIVING UNDER THE INFLUENCE. SPONSORED BY COMMISSIONER SIDNEY CHISM.

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WHEREAS, The Tennessee Department of Transportation, Governor's Highway Safety Office, has made available to the Shelby County Sheriff's Office a grant in the amount of $142,957.00 for the purpose of increasing traffic enforcement and enhancing traffic safety among citizens to reduce injuries and fatalities related to driving under the influence; and

WHEREAS, The Shelby County Sheriff's Office wishes to enter into an agreement with the Tennessee Department of Transportation, Governor's Highway Safety Office to administer the program activities necessary for the execution of the award; and

WHEREAS, The grant agreement does not require a match to obtain the grant funds; and

WHEREAS, The budget period for this grant is October 1, 2008 through September 30, 2009.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Shelby County Sheriff's Office is hereby authorized to expend Tennessee Department of Transportation, Governor Highway Safety Office funds in the amount of $142,957.00.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to execute any and all documents necessary to comply with the terms and conditions for the award, acceptance and expenditure of the aforementioned grant funds.

BE IT FURTHER RESOLVED, That the FY2009 Shelby County Operating Budget be amended and funds appropriated per Exhibit A, which is attached and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance be and are hereby authorized to issue their warrant or warrants to the extent of appropriations made in this resolution, pursuant to the terms and conditions of said grant and to take proper credit in the accounting therefore.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED:_____

# SUMMARY SHEET

## I. Description of Item

This grant will provide funds for the Shelby County Sheriff's Office to conduct DUI presentations, traffic saturations and checkpoints, and purchase equipment to educate the public on the dangers of driving under the influence. This effort is anticipated to increase public awareness and decrease DUI related injuries and fatalities.

## II. Source and Amount of Funding

| | |
|---|---|
| **Grant Proceeds:** | $142,957.00 |
| **Matching Contributions:** | $0.00 |

## III. Contract Items

A. Type of Contract: Grant Agreement

B. Term: 10/1/08 to 9/30/09

## IV. Additional Information Relevant to Approval of this Item

The Shelby County Sheriff's Office recommends approval of this resolution.

EXHIBIT A

**SHELBY COUNTY GOVERNMENT**

**OPERATING BUDGET AMENDMENT**

**FY09**

**Metro DUI Initiative**

**543-620502**

| Line Item | Description | Current Budget | Budget Amendment | Amended Budget |
|---|---|---|---|---|
| 4331 | Federal Grant through State | $0.00 | ($142,957.00) | ($142,957.00) |
| 5254 | Overtime | $0.00 | $95,917.00 | $95,917.00 |
| 6016 | Data Processing Supplies | $0.00 | $15,600.00 | $15,600.00 |
| 6467 | Travel | $0.00 | $1,350.00 | $1,350.00 |
| 6602 | Contract/Agency Labor | $0.00 | $12,000.00 | $12,000.00 |
| 7006 | Passenger Vehicle | $0.00 | $18,090.00 | $18,090.00 |
| | **Net Operations** | **$0.00** | **$0.00** | **$0.00** |

# CONTRACT SUMMARY SHEET

021908

| RFS # | Contract # |
|---|---|
| | Z-09-214657-00 |
| **State Agency** | **State Agency Division** |
| Tennessee Department of Transportation | Governors Highway Safety Office |
| **Contractor Name** | **Contractor ID # (FEIN or SSN)** |
| Shelby County Sheriff's Department | [ ] C- or [X] V- 626000841-01 |

**Service Description**

| | |
|---|---|
| GHSO Metro DUI Initiative | DG-09-24194-00 |

| Contract BEGIN Date | Contract END Date | Subrecipient or Vendor? | CFDA # |
|---|---|---|---|
| 10/1/2008 | 9/30/2009 | Subrecipient | 20.600 / 20.607 |

**Mark Each TRUE Statement**

[X] Contractor is on STARS [ ] Contractor's Form W-9 is on file in Accounts

| Allotment Code | Cost Center | Object Code | Fund | Funding Grant Code | Funding Subgrant Code |
|---|---|---|---|---|---|
| 480 | 88 | 131 | 21 | | |

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---|---|---|---|---|---|
| 2009 | | $ 142,956.96 | | | $ 142,956.96 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| TOTAL: | $ - | $ 142,956.96 | $ - | $ - | **$ 142,956.96** |

**— COMPLETE FOR AMENDMENTS ONLY —**

| FY | Base Contract & Prior Amendments | THIS Amendment ONLY |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL: | $ - | $ - |
| End Date | | |

**State Agency Fiscal Contact & Telephone #**

Audra Colvin 741-2498

**State Agency Budget Officer Approval**

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

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

[ ] African American [ ] Person w/ Disability [ ] Hispanic [ ] Small Business [X] Government
[ ] Asian [ ] Female [ ] Native American [X] NOT Minority/Disadvantaged [ ] Other

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

[ ] RFP [X] Competitive Negotiation* [ ] Alternative Competitive Method*
[ ] Non-Competitive Negotiation* [ ] Negotiation w/ Government (ID,GG,GU) [ ] Other *

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

# GRANT CONTRACT
# BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION
# AND
# Shelby County Government on Behalf of the Shelby County Sheriff's Office

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and Shelby County Government on Behalf of the Shelby County Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841-01

## A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. (a) To undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.

(b) To prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.

A.3. Quarterly reports are due in the State office no later than the 15th of the month following the quarter covered by the reporting period. The Grantee agrees:

(a) To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.

(b) That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.

(c) That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR 18.20.

(d) That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR 18.36.

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

(f) That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

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

A.4. The Grantee further agrees:

(a) To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction, provided for in the preceding paragraph.

(c) To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:

(i) Taking appropriate personnel action against such an employee, up to and including termination: or

(ii) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(d) To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three preceding paragraphs.

**B. GRANT CONTRACT TERM:**

This Grant Contract shall be effective for the period commencing on October 1, 2008 and ending on September 30, 2009. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred and Forty-Two Thousand Nine Hundred and Fifty-Six Dollars and Ninety-Six Cents ($142956.96). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment One, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall utilize the invoice from the Governor's Highway Safety Office -THS-04 form and invoice no more often than monthly, with all necessary supporting documentation, to:

Governor's Highway Safety Office
505 Deaderick Street, 18th Floor
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Grantee);
(2) Invoice Date;
(3) Invoice Period (period to which the reimbursement request is applicable);
(4) Grant Contract Number (assigned by the State to this Grant Contract);
(5) Account Name: Tennessee Department of Transportation; Governor's Highway Safety Office;
(6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
(7) Grantee Name;
(8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
(9) Grantee Remittance Address;
(10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
(11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
ii. Amount Reimbursed by Grant Budget Line-Item to Date;
iii. Total Amount Reimbursed under the Grant Contract to Date; and
iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
(2) not include any reimbursement requests for future expenditures.

c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.

d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant 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 such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State and including, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of

audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

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

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

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least forty-five (45) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of 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 federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including 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 section 1352, title 31, *U.S. Code*.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of

not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf). The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. The Grantee may be reimbursed by the State for audit fees made in accordance with OMB provisions and as provided in OMB Circular A-133, Section .230. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/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 was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.17. Strict Performance. 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 agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant 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.

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

D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.

D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.23. Completeness. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

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

The Grantee:

Jatasha Haralson, Grants Coordinator
Shelby County Government on Behalf of the Shelby County Sheriff's Office
201 Poplar, Ste.9-01
Memphis, TN 38103
Jatasha.Haralson@shelby-sheriff.org
Telephone # (901) 545-5591
FAX # (901) 545-3393

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant 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.

E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with

a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

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

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

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

a. Description of the equipment;
b. Manufacturer's serial number or other identification number, when applicable;
c. Consecutive inventory equipment tag identification;
d. Acquisition date, cost, and check number;
e. Fund source, State grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment is used;

h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

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

The Grantee shall submit its inventory control report of all equipment purchased with funding through this grant within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

E.**6**. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

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

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

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

E.7. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.8. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when

received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.

E.9. Debarment and Suspension. 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;

c. 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.

**IN WITNESS WHEREOF:**

**Shelby County Government on Behalf of the Shelby County Sheriff's Office:**

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**GRANTEE SIGNATURE** **DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF TRANSPORTATION:**

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**GERALD F. NICELY, COMMISSIONER** **DATE**

JOHN REINBOLD, GENERAL COUNSEL DATE

Approved as to Form and Legality

ATTACHMENT ONE

GRANT BUDGET

(BUDGET PAGE 1)

| | |
|---|---|
| **Agency Name:** | Shelby County Government on Behalf of the Shelby County Sheriff's Office |
| **Project Title:** | GHSO Metro DUI Initiative |

**APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2008 and ending September 30, 2009.**

| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
|---|---|---|---|---|
| 1 & 2 | Salaries and Benefits & Taxes | $95,916.96 | $0.00 | $95,916.96 |
| 4, 15 | Professional Fee/ Grant & Award [2] | $12,000.00 | $0.00 | $12,000.00 |
| 5, 6, 7, 8, 9, 10, 11 & 12 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings | $1,350.00 | $0.00 | $1,350.00 |
| 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] (detail attached) | $0.00 | $0.00 | $0.00 |
| 20 | Capital Purchase [2] (detail attached) | $33,690.00 | $0.00 | $33,690.00 |
| 22 | Indirect Cost | $0.00 | $0.00 | $0.00 |
| 24 | In-Kind Expense | $0.00 | $0.00 | $0.00 |
| 25 | **GRAND TOTAL** | **$142,956.96** | **$0.00** | **$142,956.96** |

[1] 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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

ATTACHMENT ONE CONTINUED

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

(BUDGET PAGE 2)

| PROFESSIONAL FEE/ GRANT & AWARD | AMOUNT |
|---|---|
| Personal Service Contractor | $2,000.00 |
| Personal Service Contractor | $10,000.00 |
| TOTAL | $12,000.00 |

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

| CAPITAL PURCHASE | AMOUNT |
|---|---|
| Laptops, Equipment (More Than $5,000) | $15,600.00 |
| Simulated Impaired DriviNg Experience 6.0 Ultimate, Equipment (More Than $5,000) | $18,090.00 |
| TOTAL | $33,690.00 |