



CONDITIONS OF AGREEMENT

BETWEEN

_____ POLICE DEPARTMENT

AND

NORTH CENTRAL HIGHWAY SAFETY NETWORK, INC.

BUCKLE UP PA PROJECT (BUPA)

THIS CONDITIONS OF AGREEMENT made the _____ day of _____, 20____, by and between the _____ Police Department, _____ (Department Address), hereinafter referred to as DEPARTMENT and the North Central Highway Safety Network, Inc., 405 West Norwegian Street, Pottsville, Pennsylvania 17901-2934, hereinafter referred to as the NETWORK.

The NETWORK has received funds from the Pennsylvania Department of Transportation, Bureau of Maintenance and Operations, to implement the "Buckle UP Pa Project", The NETWORK will then execute an agreement with the DEPARTMENT to carry out enforcement, public awareness and education within their jurisdiction;

WHEREAS, this agreement will be effective from October 1, 2012 to September 30, 2013. It may be extended upon sole discretion of the NETWORK if grant extensions are necessary and approved by the Pennsylvania Department of Transportation;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and of the benefits conferred by this Agreement and the NETWORK as a result of the DEPARTMENT'S undertaking of the Buckle UP Pa Project, and intending to be legally bound hereby, agree that:

1. Grantee Compliance

The DEPARTMENT hereby assures NETWORK that all activities relating to the above referenced project will be undertaken by the DEPARTMENT to fulfill the goals and objectives based on the proposed plan described in the application, and complete other activities to meet the goals and objectives as required by the Buckle UP Pa Project . This grant is made to grantee subject to grantee's compliance with 2 CFR Part 225 and 49 CFR Part 18.

- a. Administration of the grant is also subject to Grantee laws and procedures governing the award of contracts, bids, purchases, and payments. Any contracts executed under this grant must be awarded in compliance with the requirements of 49 CFR Part 18. It is the responsibility of the grantee to insure such compliance.

- b. This is a cost reimbursement grant. The DEPARTMENT must pay 100% of all costs associated with the grant. Documentation supporting the costs must then be submitted to the NETWORK for processing.
- c. No profits may be gained under this grant.

2. Discrimination

The DEPARTMENT ensures that recipients of services, employees and contractors will not be discriminated against on the basis of race, color, religious creed, ancestry, national origin, age, handicap or gender.

3. Equal Opportunity for the Handicapped

The DEPARTMENT agrees to abide by Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.C.S. 793 and 794, as amended) and implementing federal regulations. The DEPARTMENT assures that any benefits, service, or employment available through the DEPARTMENT to the public by way of this Agreement's funds shall not be denied handicapped persons who are otherwise qualified or eligible for benefits, services or employment available as a result of this contract.

The DEPARTMENT further agrees to comply with all provisions of the Americans with Disabilities Act of July 26, 1990, as amended, and, to the extent applicable, the Pennsylvania Human Relations Act, as amended.

4. Responsibility

The DEPARTMENT certifies that it is not currently under suspension or debarment by the Commonwealth, any other State, or the Federal Government, as per Single Audit Bulletin SAB-96-01, Contractor Responsibility Provisions Debarment and Suspension, of August 19, 1996

5. Signatures

A "Conditions of Agreement", "Contact Form", and "Seat Belt Policy" must be on file with the NETWORK and must be updated by the DEPARTMENT if there are any changes to elected officials, department chief, fiscal officer or project coordinator.

The DEPARTMENT must identify a Department Seat Belt Coordinator (SBC) to serve as the liaison between the Regional Planning Team and his or her Agency.

6. In-kind

The DEPARTMENT agrees to contribute at least 10% of funded hours as in-kind resources to the Buckle UP Pa Project. These resources must be provided as enforcement activities conducted during a mobilization period or any activity that plays a role in the Seat Belt enforcement and education program. Inkind does not need to be overtime, but regular duty hours can be included.

7. Crash Reports

The DEPARTMENT agrees to complete and submit crash reports to PennDOT as per, Vehicle Code 3751. Compliance to this condition is mandatory to apply, receive, and continue existing funding.

8. Reimbursements

- a. Requests for reimbursement must be submitted upon the completion of each enforcement wave. You will have 7 days to submit all forms for reimbursement, unless otherwise directed. No reimbursements will be accepted after 7 days.
- b. A fiscal officer must be identified by the DEPARTMENT and cannot be a police officer. Reimbursements can only be made to the municipality, there can be no exceptions.
- c. Personnel cost: Enforcement cost eligible for reimbursement include:
 - 1) Those costs incurred within the enforcement mobilization, unless prior approval was given in writing.
 - 2) Only personnel time will be reimbursed (no employer cost i.e., benefits, FICA, health care, etc).
 - 3) The DEPARTMENT cannot use grant funds to supplant existing officer time. Supplanting includes: replacing routine and/or existing department officers time with grant funds.
 - 4) Reimbursement CANNOT exceed hourly rates paid directly to the employee.
 - 5) Payment must be made to the officers before Buckle UP Pa Project can reimburse the DEPARTMENT (unless prior approval is granted by (Buckle UP Pa Project).
 - 6) Any rate over the regular overtime rate of time and half must receive prior approval before enforcement begins.
 - 7) The officer must receive payment for the amount appearing on the reimbursement form
 - 8) Comp Time will only be considered for reimbursement if **ALL** of the following conditions are met; (1) prior written approval by NETWORK, (2) the DEPARTMENT must have a written and approved comp time policy (a copy of the policy must be submitted to the NETWORK) and (3) the officer's reimbursed comp time hours must be recorded and traceable through payroll records. All comp time hours found not to be in compliance and all comp time hours not used or reimbursed to the officer will be returned to the NETWORK.
 - 9) Payroll documentation must be kept for 5 years, from the date the DEPARTMENT was reimbursed, and made available upon request. (See item 13. A for audit information)
 - 10) The DEPARTMENT will be responsible for the payment of all project expenditures deemed, by the NETWORK, to be ineligible.
 - 11) The DEPARTMENT is responsible for implementing strategies for enforcing the Pennsylvania Vehicle Code's. The amount of funding provided to each department depends upon the efforts put forth by both the DEPARTMENT and its personnel. Buckle UP Pa Project will not provide funding or reimburse to those departments who schedule operations but complete or document little or no activity associated with those tasks. You should discuss these project expectations with your Law Enforcement Liaisons (LELs) prior to beginning enforcement operations.
 - 12) It is the DEPARTMENT'S responsibility to utilize its personnel in a manner that reflects commitment to the goal of Buckle UP Pa Project, to save lives and reduce injuries through Seat Belt enforcement and education.

9. Enforcement Initiative

- a. Enforcement Reports and reimbursement are required to be submitted for each enforcement mobilization. The forms and instructions for completing these reports are available on the Buckle UP Pa Project website www.buckleuppa.org. You will be provided a user name and password to log on.
- b. The DEPARTMENT must participate in each scheduled enforcement mobilization. Not completing a mobilization without prior approval could eliminate the DEPARTMENT from the Project. Approval must be received in writing by your LEL prior to the Wave.
- c. The DEPARTMENT must use the approved Seat Belt equipment and signage for each enforcement detail. If this condition conflicts with the DEPARTMENT'S policy, the conflict will be reviewed by the NETWORK and an exemption could be issued in writing.
- d. The DEPARTMENT agrees to use equipment purchased under this agreement only for the specific intent enforcement and awareness activities as described in the proposal.
- e. A "0" Tolerance seat belt policy must be applied to all funded aggressive driving funded activities when a violation is observed.
- f. The DEPARTMENT'S Seat Belt Coordinator or representative must attend any Regional Buckle UP Pa meetings scheduled during the grant period.
- g. It is strongly recommended that the DEPARTMENT focus their activities based on PennDOT Seat Belt crash data, information and Regional Planning.
- h. Enforcement activities can take place 24 hours a day. You may receive a crash data profile for your jurisdiction that will identify unbelted fatalities or crashes. Your enforcement hours can be then utilized at those times and on those roadways.

10. Liability Insurance

The Department shall purchase and maintain, at its expense, during the term of this grant and any renewals or extensions thereof, the following types of insurance issued by companies acceptable to the Commonwealth:

- a. Workmen's compensation insurance sufficient to cover all of the employees of the grantee working to fulfill this grant, as required by the laws of the Commonwealth.
- b. Comprehensive general liability insurance, property damage insurance, and, where appropriate, automobile liability insurance. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage.
- c. The DEPARTMENT shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania or the NETWORK from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania or NETWORK as a result of the DEPARTMENT failure to comply with the provisions of paragraph (a) above.

11. Evaluation/Termination

- a. The DEPARTMENT will be evaluated at the completion of each enforcement wave to determine compliance with project enforcement, education, and evaluation implementation plan. If it is determined that the DEPARTMENT have not met that condition, this agreement will be modified or terminated. The DEPARTMENT will be notified of this decision in writing prior to the termination of the grant. This grant agreement is funded completely by Federal funds; it may be terminated by the NETWORK if Federal funds are not provided to the NETWORK for the purpose of the grant agreement. The

NETWORK shall also have the right to terminate this grant immediately upon written notice to the NETWORK and the DEPARTMENT for any or all of the following reasons:

- 1) Commonwealth of PA abandonment or postponement of the grant;
- 2) Default (inadequate performance or non-performance by the grantee as determined by the NETWORK);
- 3) Non-availability of funds; or
- 4) Convenience of the NETWORK

Any such termination shall be effected by delivery to the DEPARTMENT of a Notice of Termination specifying the reason for termination and the date such termination is to be effective. The DEPARTMENT shall be compensated for satisfactory work performed or for services that were provided in compliance with the grant agreement prior to the date of Notice of Termination, or as stated therein. In addition, grant termination could result in the return of Federally-funded items.

- b. The NETWORK shall have the right to review, inspect and approve all work performed under this grant.

12. Cost Overruns

If it becomes apparent that the DEPARTMENT may exceed estimated project costs in one or more budget categories, please advise your LEL of this fact immediately. Notification should be made in writing and provide sufficient justification. Expenses which exceed budgeted amounts cannot be reimbursed unless **written** prior approval, to incur these expenses, has been given. Modifications to enforcement budget items can be made upon the approval of your LEL.

13. Audit Documentation

- a. The NETWORK is subject to audit by Federal and State Agencies. If verification or questions of program assistance grant expenditures are needed, they must be provided upon request. The DEPARTMENT must keep on file all salary documentation (time cards, officer wage logs, officer activity reports, canceled checks, and other information necessary to verify the requested reimbursements) for 5 years.
- b. The DEPARTMENT will be subject to audits throughout the grant period by NETWORK and State and Federal Agencies. You will be contacted in writing if the DEPARTMENT is subject to an audit. The DEPARTMENT will be required to provide payroll documentation, time sheets and activity logs for officers reimbursed through the grant. The DEPARTMENT will have 30 days to provide the NETWORK the requested information and supporting documentation.
- c. The DEPARTMENT agrees that the NETWORK, if directed by the Commonwealth of PA, can withhold payments due the DEPARTMENT under other contracts or grants executed between the NETWORK and the DEPARTMENT in the event that a net audit receivable due to the Commonwealth is not satisfied within thirty (30) days of the receivable invoice date.

14. Budget Changes/Amendments

Grants may be modified to increase budget item amounts and/or increase the number of enforcement mobilizations per grant period, when additional funds become available. These changes will be made in writing prior to expending any additional funds. The DEPARTMENT will receive by email their budget for the grant period. The Network may make amendments and extend this grant at anytime.

15. Education

The DEPARTMENT is encouraged to present the Buckle Up PA School Programs: The Back Is Where It's At; 16 Minutes and Survival 101, within their jurisdictions.

- a. The DEPARTMENT must contact their Law Enforcement Liaison and/or County Community Traffic Safety Project Coordinator for training, support materials and displays prior to presenting the programs.

16. Lobbying

Federal laws prohibiting lobbying are applicable to this project.

17. Right to Know

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Grant Agreement. Therefore, it is subject to, and the DEPARTMENT shall comply with, the clause entitled Grant Provisions – Right to Know Law 8-K-1580, attached as Exhibit “1” and made a part of this Grant Agreement.

18. Indemnification

All enforcement, educational, and media activities scheduled or completed shall be based on your DEPARTMENT'S Standard Operating Procedures. All enforcement, public awareness and educational activities must, at all times, be planned and implemented to assure the safety of the public, department staff, volunteers and support personnel. The DEPARTMENT agrees to indemnify, defend and save harmless the NETWORK, County of Northumberland and The Pennsylvania Department of Transportation, it's officers, agents and employees from any and all claims, losses and any liabilities whatsoever occurring or resulting to any person, firm, corporation or State or Federal agency or department that is injured or damaged in any form or manner by the DEPARTMENT or its agents, employees, subcontractors, officers or assigns.

IN WITNESS WHEREOF, the North Central Highway Safety Network Inc, and the _____ Police Department as evidence of their assent to this Cooperation Agreement have caused this document to be signed and executed by their duly authorized officials this _____ day of _____, 20__.

ELECTED OFFICIAL OR DESIGNEE
Signature & Title

Printed Name

North Central Highway Safety Network Inc.
Signature & Title

Printed Name

POLICE CHIEF OR DEPARTMENT DESIGNEE
Signature & Title

Printed Name

PennDOT ATTACHMENT

CRASH REPORTING

Please note:

The Secretaries of Transportation of each State must formulate guidelines for the States use that includes the following critical component:

“ADVANCEMENT OF THE STATES CAPABILITIES IN TRAFFIC RECORDS DATA COLLECTION, ANALYSIS AND INTEGRATION WITH OTHER SOURCES OF SAFETY DATA”

Of importance for all grant recipients, both State and Local entities, is that the above component of the legislation requires the timely and accurate submission of the crash data by Police Agencies and PennDOT. Compliance is mandatory in order to continue to receive grant funding.

Police authorities must complete the crash report on PennDOT’s web based, “Crash Records System” (CRS). The system is complete with a highly regarded, state of the art crash diagramming program provided free of charge. Law enforcement agencies may also avail themselves to any of the approved vendor software crash reporting programs which are offered by the independent vendors for a fee.

Any Police agency not already transitioned to the convenient electronic filing of crash reports as hundreds of Pennsylvania’s police agencies already have, can obtain more information by calling the North Central Highway Safety Network (NCHSN) at 570-628-2417. A team of Law Enforcement Liaisons (LELs) are available to assist your agency with implementation and ongoing technical assistance services, free of charge.

PennDOT has requested that NCHSN provide this advisement to all Police agencies participating in various traffic safety grant programs and to encourage each to comply with the traffic record data collection guidelines. Compliance is mandatory in order to receive PennDOT overtime enforcement funds.