



CONDITIONS OF AGREEMENT

BETWEEN

_____ POLICE DEPARTMENT

AND

NORTH CENTRAL HIGHWAY SAFETY NETWORK, INC.

PA AGGRESSIVE DRIVING ENFORCEMENT & EDUCATION PROJECT (PAADEEP)

THIS CONDITION 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 “PA Aggressive Driving Enforcement & Education 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, 2017 to September 30, 2018. This agreement may be extended, upon mutual agreement, for an additional grant or Wave period. A *CONDITIONS OF AGREEMENT GRANT EXTENSION FORM* (ATTACHMENT B) must be signed and dated by both parties prior to beginning any grant extension. Any amendment to this Conditions of Agreement for the extension period will be added to *CONDITIONS OF AGREEMENT GRANT EXTENSION FORM*.

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 “PA Aggressive Driving Enforcement & Education Project”, and intending to be legally bound hereby, agree that:

1. Grantee Compliance

The DEPARTMENT hereby assures the 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 **PROJECT DESCRIPTION (ATTACHMENT A)**, and complete other activities to meet the goals and objectives as required by the Pennsylvania Aggressive Driving Enforcement and Education Project (PA ADEEP). 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 ensure 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", "Conditions Agreement Grant Extension 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 Project Coordinator to serve as the liaison between the Network 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 PA Aggressive Driving Enforcement & Education Project. These resources must be provided as enforcement activities conducted during a Wave period or any outside the Wave as directed by the NETWORK. In-kind 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. (See ATTACHMENT D)

8. **Establish and Enforce an Agency Seat Belt Policy**

The DEPARTMENT must have an approved and enforceable Seat Belt policy. The DEPARTMENT must provide the NETWORK with a copy of its seat belt use policy. Departments who do not enforce seat belt policies or the Pennsylvania seat belt law will not be considered for funding.

9. Reimbursements

- a. Requests for reimbursement must be submitted upon the completion of each enforcement Wave. The DEPARTMENT 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 Wave, 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 NETWORK can reimburse the DEPARTMENT (unless prior approval is granted in writing.)
 - 6) Any rate over the regular overtime rate, of time and a 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 cost relating to 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 14 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. The PA Aggressive Driving Enforcement & Education Project will not provide funding or reimbursement 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 goals of the PA Aggressive Driving Enforcement & Education Project; to save lives and reduce injuries through Aggressive Driving enforcement and education. (See ATTACHMENT A)

10. Enforcement Initiative

- a. Enforcement Reports and reimbursement are required to be submitted for each enforcement Wave. The forms and instructions for completing these reports are available on the PA Aggressive Driving Enforcement & Education Project website www.patrafficsafety.org/pa-aggressive-driving/. The DEPARTMENT will be provided a user name and password to log on. A report of activities and statistics including: all funded officer time, details by type, contact/citation data, and in-kind contributions must be submitted immediately following the completed Wave.
- b. The DEPARTMENT must participate in each scheduled enforcement Wave. Not completing a Wave 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 Aggressive Driving 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 intended enforcement and awareness activities as described in the proposal.
- e. The DEPARTMENT'S Aggressive Driving Coordinator or representative must attend any Regional Aggressive Driving meetings scheduled during the grant period.
- f. It is strongly recommended that the DEPARTMENT focus their activities based on PennDOT Aggressive Driving crash data, information and Regional Planning.
- g. Enforcement activities can take place 24 hours a day. You may receive a crash data profile for your jurisdiction that will identify aggressive driving fatalities or crashes. Your enforcement hours can be planned in conjunction with that data.

11. 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.

12. 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 has not met that condition, future budgets may be reduced or this agreement 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;
- 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.

13. Cost Overruns

If it becomes apparent that the DEPARTMENT may exceed estimated project costs in one or more budget categories, the DEPARTMENT must advise the AD 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.

14. Audit Documentation

- a. The NETWORK is subject to audit by Federal and State Agencies. If verification or questions of grant expenditures are needed, they must be provided upon request. The NETWORK is also required to conduct routine and random audits. The DEPARTMENT must keep on file all salary and enforcement documentation needed to verify the information recorded on the reimbursement form for five (5) years. Examples: wage logs, pay stubs, time cards, work schedules, officer patrol log/activity reports, listing of citation numbers issued and any other information necessary to corroborate the entries on the grant reimbursement form.
- b. All citations/arrests that are issued, during funded events, must be documented on the "Citation by Funded Event" summary sheet. (ATTACHMENT E)
- c. You will be provided an Audit Guideline and samples of acceptable reporting formats to assist with the collection of required documentation. (ATTACHMENT F)
- d. 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/citation logs for officers reimbursed through the grant. The DEPARTMENT will have 30 days to provide the NETWORK the requested information and supporting documentation. The NETWORK will request from the DEPARTMENT the return of any non-documented or inappropriate reimbursed funds. The DEPARTMENT will make payment within 30 days. (Over or under payments may be adjusted on future reimbursements within the same FFY.)
- e. 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 after the request of payment.

15. Budgets, Budget Changes/Amendments

- a. The NETWORK will issue the DEPARTMENT’S budget prior to each Wave.
- b. Grants budgets or the number of enforcement Waves per grant period may be increased or decreased based on available funds. The DEPARTMENT will be contacted by email when their budget for the Wave is posted on DEPARTMENT’S homepage.

16. Education

The DEPARTMENT is encouraged to present the AD School Programs: 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.

17. Lobbying

Federal laws prohibiting lobbying are applicable to this project.

18. 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.

19. 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, 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