



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, 2017 to September 30, 2018. This agreement may be extended, upon mutual agreement, for an additional grant or mobilization 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 "Buckle Up PA 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 Buckle Up PA Project (BUPA). 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.

BUPA October 2017

- 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 Buckle Up PA Project. These resources must be provided as enforcement activities conducted during a mobilization period or any outside the mobilization 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 mobilization. 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 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 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 Buckle Up PA 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 Buckle Up PA Project; To save lives and reduce injuries through Seat Belt enforcement and education. (See ATTACHMENT A)

10. 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. 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 mobilization.

- 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 mobilization.
- 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 intended enforcement and awareness activities as described in the proposal.
- e. A "0" Tolerance must be adhered to for all violations of PA's Safety Belt Laws during a funded Buckle Up PA enforcement mobilization. The DEPARTMENT is expected to continue this "0" Tolerance seat belt enforcement policy outside of mobilization periods.
- f. The DEPARTMENT'S Seat Belt Coordinator or representative must attend any 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 provided by BUPA LELs or received at Seat Belt Planning meetings.
- h. Enforcement activities can take place 24 hours a day or you may receive funding for a dedicated nighttime enforcement mobilization. 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.

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 mobilization to determine compliance with project enforcement, education, and Earned Media/awareness 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 BUPA 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 Mobilization.
- b. Grants budgets or the number of enforcement mobilizations per grant period may be increased or decreased based on available funds. The DEPARTMENT will be contacted by email when their budget for the mobilization is posted on DEPARTMENT’S homepage.

16. Education

The DEPARTMENT is encouraged to present the Buckle Up PA School Programs: Sit Back-Its Elementary, 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 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

ATTACHMENT A

BUCKLE UP PA
MUNICIPAL LAW ENFORCEMENT AGENCY
PROJECT DESCRIPTION

Project Summary:

The North Central Highway Safety Network, Inc. (NCHSN) created the Buckle Up Pennsylvania (BUPA) to broaden efforts to achieve higher seat belt use and reduce highway fatalities and injuries by implementing programs to provide; education about seat belts and occupant protection devices, police training, compliance monitoring, and enforcement of occupant protection laws.

BUPA will select, fund and coordinate Municipal Law Enforcement Agencies to plan and complete high visibility target seat belt enforcement activities, coordinate earned media and public information/education development, and training. LEAs, who are invited to participate in the BUPA Seat Belt Enforcement and Education Project, will be selected based on an extensive problem identification of the agency's jurisdiction, the department resources and any prior grant experience. This selection process will be in compliance with Map-21 (23 CFR 1200.21 (3) (ii) and assure that funded Law Enforcement Agencies represent least 70 percent of the State's unrestrained passenger vehicle occupant fatalities.

The Pennsylvania Department of Transportation (PennDOT) requires that all grant funding received through the National Highway Traffic Safety Administration's (NHTSA) Federal Highway Funding Authorization "Fixing America's Surface Transportation (FAST) Act" necessitates the signing of grant documents each new grant year.

Goals:

Goal 1: Reduce the Pennsylvania's Unbelted Fatalities to 271 by 2030, a reduction of 14 each year from the 2010 five year average of 542.

Goal 2: Decrease the number of Occupant Fatalities to 515 by 2030, a reduction of 26 each year from the 2010 five year average of 1,032.

Goal 3: Decrease the number of Nighttime Occupant Fatalities to 191 by 2030, a reduction of 9.6 each year from the 2010 five year average of 382.

Approach:

The primary approach to this project will be to increase occupant protection use through coordinated periodic stepped-up high visibility enforcement, training, education and public information and education.

Enforcement:

The enforcement component will be a series of enforcement/education mobilizations or other approved enforcement events. This strategy will not preclude and in fact will encourage the LEA from performing ongoing seat belt enforcement as part of their regular enforcement, but the mobilizations will allow key times to accelerate enforcement efforts, gain the public's attention and raise seat belt use.

The enforcement mobilizations could range from a one to a four-week enforcement periods. Enforcement may include a variety of enforcement tactics or strategies. A short, concentrated enforcement period allows for maximum enforcement exposure and continuous interest from the news media and motoring public.

Elements of each education/enforcement mobilization would include publicity announcing the upcoming mobilization kickoff, Public Service Announcements, and other media events highlighting law enforcement.

Seat Belt enforcement strategies are not intended to supplant the judgment of officers, but to promote a uniform approach for enforcement and community awareness. The following is a general outline of strategies to be addressed.

1. Each officer should insure that at every traffic enforcement contact, the use of safety restraints is addressed, to include positive reinforcement if proper use of the safety restraint is observed. All vehicle occupants should be checked for compliance.
2. Identify unbelted drivers violating the federal motor carrier safety regulations 392.16 as a primary seat belt violation. If the officer is MCSAP certified appropriate actions should be initiated to assure compliance.
3. Identify unrestrained drivers and endeavor to issue seat belt citations for all unrestrained drivers who are cited for a primary violation, when conducting enforcement activities.
4. Emphasize primary enforcement for non-use of child restraints for occupants under the age of 18 years.
5. Participate in school-based programs such as: "Sit Back –It's Elementary", "Survival 101", and "16 Minutes".
6. Departments agree to contribute at least 10% their own resources to the Buckle Up PA Program as In-Kind.
7. Each Agency will be required to meet and coordinate Enforcement, Education and Public Awareness activities with their Occupant Protection Regional LELs.
8. LEAs receiving funds must include a public awareness/earned media component in their strategy.
9. Agencies will be asked to coordinate Seat Belt Enforcement activities with their County Impaired Driving Project IDP to increased seat belt enforcement and awareness during the mobilization periods.
10. A mobilization period may be totally dedicated to nighttime enforcement.
11. LEAs are required to attend scheduled county, regional and state planning meetings or conferences. Grantees that do not attend or provide an acceptable explanation for their absence will be eliminated from the Program.

Enforcement Protocols:

1. LEA grantees will be required to target roadways in their jurisdictions with the greatest opportunity to increase seat belt use and reduce the number of unbelted crashes, injuries and deaths. Each participating department must agree to enforcement priorities that include:
 - a. Any department that cannot commit to a Zero Tolerance enforcement policy should not accept or will be eliminated for the Buckle Up PA Seat Belt Enforcement Project.
 - b. Departments will be required to conduct at least 50% of enforcement at night.

- c. Departments will be asked to participate in saturation patrols, Traffic Enforcement Zones, and Coordinated Enforcement details.
- d. Minicade/4x4 sign and Informational Site details maybe required.
- e. Seat Belt Enforcement Signs must be use during funded enforcement details (if appropriate)

ATTACHMENT B

**BUCKLE UP PA
CONDITIONS OF AGREEMENT GRANT EXTENSION**

The agreement between the North Central Highway Safety Network, Inc and the _____
Police Department, dated ____ / ____ /20 _____ will be extended upon mutual agreement for a period
from ____ / ____ /20 to ____ / ____ /20 . The DEPARTMENT will continue to carry out enforcement, public
awareness and education within their jurisdiction; as part of the “Buckle UP PA Project”. The NETWORK
will then execute a grant extension with the DEPARTMENT from ____ / ____ /20 to ____ / ____ /20 .

Any modification to the original Conditions of Agreement will be added as an Amendment to this
Condition of Agreement Grant Extension.

IN WITNESS WHEREOF, the North Central Highway Safety Network Inc, and the _____
Police Department as evidence of their assent to the Cooperation Agreement dated ____ / ____ /20 _____
have caused this document to be extended, 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

ATTACHMENT C

PENNSYLVANIA OCCUPANT PROTECTION LAWS

4581. Restraint systems.

(a) Occupant protection. --

(1) (i) Except as provided under subparagraph (ii), any person who is operating a passenger car, Class I truck, Class II truck, classic motor vehicle, antique motor vehicle or motor home and who transports a child under four years of age anywhere in the motor vehicle, including the cargo area, shall fasten such child securely in a child passenger restraint system, as provided in subsection (d).

(ii) Any person who is operating a passenger car, Class I truck, Class II truck, classic motor vehicle, antique motor vehicle or motor home and who transports a child under two years of age anywhere in the motor vehicle shall fasten such child securely in a rear-facing child passenger restraint system, to be used until the child outgrows the maximum weight and height limits designated by the manufacturer, as provided in subsection (d).

(iii) This paragraph shall apply to all persons while they are operators of motor vehicles where a seating position is available which is equipped with a seat safety belt or other means to secure the systems or where the seating position was originally equipped with seat safety belts.

(1.1) Any person who is operating a passenger car, Class I truck, Class II truck, classic motor vehicle, antique motor vehicle or motor home and who transports a child four years of age or older but under eight years of age anywhere in the motor vehicle, including the cargo area, shall fasten such child securely in a fastened safety seat belt system and in an appropriately fitting child booster seat, as provided in subsection (d). This paragraph shall apply to all persons while they are operators of motor vehicles where a seating position is available which is equipped with a seat safety belt or other means to secure the systems or where the seating position was originally equipped with seat safety belts.

(2) (i) The driver of a passenger car, Class I truck, Class II truck or motor home operated in this Commonwealth shall:

(A) if under 18 years of age, be secured in a properly adjusted and fastened safety seat belt system; and

(B) secure or cause to be secured in a properly adjusted and fastened safety seat belt every vehicle occupant eight years of age or older but under 18 years of age.

(ii) Except for children under 18 years of age and except as provided in paragraphs (1) and (1.1) and subparagraph (i), each driver and front seat occupant of a passenger car, Class I truck, Class II truck, classic motor vehicle, antique motor vehicle or motor home operated in this Commonwealth shall wear a properly adjusted and fastened safety seat belt system.

(iii) This paragraph shall not apply to:

(A) A driver or front seat occupant of any vehicle manufactured before July 1, 1966.

(B) A driver or front seat occupant who possesses a written verification from a physician that he is unable to wear a safety seat belt system for physical or medical reasons, or from a psychiatrist or other specialist qualified to make an informed judgment that he is unable to wear a safety seat belt system for psychological reasons.

(C) A rural letter carrier while operating any motor vehicle during the performance of his duties as a United States postal service rural letter carrier only between the first and last delivery points.

(D) A driver who makes frequent stops and is traveling less than 15 miles per hour for the purpose of delivering goods or services while in the performance of his duties and only between the first and last delivery points.

(iv) A violation of this paragraph shall not be subject to the assessment of any points under section 1535 (relating to schedule of convictions and points).

(3) Notwithstanding the provisions of section 1503(c)(2.1) (relating to persons ineligible for licensing; license issuance to minors; junior driver's license), a driver who is under 18 years of age may not operate a motor vehicle in which the number of passengers exceeds the number of available safety seat belts in the vehicle.

(b) Offense. -- Anyone who fails to comply with the provisions of subsection (a)(1) or (1.1) commits a summary offense and shall, upon conviction, be sentenced to pay a fine of \$75. The court imposing and collecting any such fines shall transfer the fines thus collected to the State Treasurer for deposit in the Child Passenger Restraint Fund, pursuant to section 4582 (relating to Child Passenger Restraint Fund). Anyone who violates subsection (a)(2) or (3) commits a summary offense and shall, upon conviction, be sentenced to pay a fine of \$10. No person shall be convicted of a violation of subsection (a)(2)(ii) unless the person is also convicted of another violation of this title which occurred at the same time. No costs as described in 42 Pa.C.S. § 1725.1 (relating to costs) shall be imposed for summary conviction of subsection (a)(2) or (3). Conviction under this subsection shall not constitute a moving violation.

(c) Waiver of fine. -- If a person receives a citation issued by the proper authority for violation of subsection (a)(1) or (1.1), a magisterial district judge, magistrate or judge shall dismiss the charges if the person prior to or at the person's hearing displays evidence of acquisition of a child passenger restraint system or child booster seat to such magisterial district judge, magistrate or judge. Sufficient evidence shall include a receipt mailed to the appropriate court officer which evidences purchase, rental, transferal from another child seat owner (evidenced by notarized letter) or bailment from a bona fide loaner program of a child passenger restraint system or child booster seat.

(d) Standards. --

(1) A child passenger restraint system shall be used as designated by the manufacturer of the system in motor vehicles equipped with seat safety belts and shall meet the Federal Motor Vehicle Safety Standard (49 C.F.R. § 571.213).

(2) A child booster seat shall be used as designated by the manufacturer of the system in motor vehicles equipped with seat safety belts and shall meet the Federal Motor Vehicle Safety Standard (49 CFR § 571.213) that is designed to elevate a child to properly sit in a federally approved safety seat belt system.

(e) Civil actions.--In no event shall a violation or alleged violation of this subchapter be used as evidence in a trial of any civil action; nor shall any jury in a civil action be instructed that any conduct did constitute or could be interpreted by them to constitute a violation of this subchapter; nor shall failure to use a child

passenger restraint system, child booster seat or safety seat belt system be considered as contributory negligence nor shall failure to use such a system be admissible as evidence in the trial of any civil action; nor shall this subchapter impose any legal obligation upon or impute any civil liability whatsoever to an owner, employer, manufacturer, dealer or person engaged in the business of renting or leasing vehicles to the public to equip a vehicle with a child passenger restraint system or child booster seat or to have such child passenger restraint system or child booster seat available whenever their vehicle may be used to transport a child.

(f) Criminal proceedings. -- The requirements of this subchapter or evidence of a violation of this subchapter are not admissible as evidence in a criminal proceeding except in a proceeding for a violation of this subchapter. No criminal proceeding for the crime of homicide by vehicle shall be brought on the basis of noncompliance with this subchapter.

(g) Exemptions. -- Exemptions will be allowed if it is determined, according to the rules and regulations of the department, that the use of a child passenger restraint system or child booster seat would be impractical for physical reasons including, but not limited to, medical reasons or size of the child.

(h) Insurance. -- An insurer may not charge an insured who has been convicted of a violation of this section a higher premium for a policy of insurance in whole or in part by reason of that conviction.

(Nov. 23, 1987, P.L.399, No.82, eff. Imd.; June 22, 1993, P.L.101, No.22, eff. 60 days; June 25, 1999, P.L.164, No.23; Dec. 23, 2002, P.L.1982, No.229, eff. 60 days; Nov. 30, 2004, P.L.1618, No.207, eff. 60 days; Oct. 25, 2011, P.L.334, No.81, eff. 60 days; June 13, 2016, P.L.336, No.43, eff. 60 days)

2016 Amendment. Act 43 amended subsec. (a)(1), (1.1) and (2)(i). See section 3 of Act 43 in the appendix to this title for special provisions relating to duties of law enforcement officials.

2011 Amendment. Act 81 amended subsecs. (a) and (b).

2004 Amendment. Act 207 amended subsec. (c). See section 29 of Act 207 in the appendix to this title for special provisions relating to construction of law.

1987 Amendment. See sections 8, 9 and 10 of Act 82 in the appendix to this title for special provisions relating to compatibility with Federal safety standards, seat belt educational program and seat belt oral hazard warnings.

Cross References. Section 4581 is referred to in sections 3527, 3594, 4582, 4586 of this title.

ATTACHMENT D

PENNDOT CRASH REPORTING

Please note:

The Secretary of Transportation of each State must formulate guidelines for their State that includes the following critical components:

“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.

Attachment E

**Buckle Up PA
Citation by Funding Event**

Event (e.g. 2017 CIOT):

Name of Agency : _____

Name of Officer Completing Form: _____

DATE ISSUED	OFFICER	BADGE NUMBER	CITATION #	SECTION	LAST NAME	FIRST NAME	MAGISTERIAL DISTRICT	ADDRESS
8/15/2013	Davis	1	P0000000-0	3362AI2	Adams	Mary	23-01-05	1198 SCHUYLKILL AVE

ATTACHMENT F

NORTH CENTRAL HIGHWAY SAFETY NETWORK BUCKLE UP PENNSYLVANIAN AND PA AGGRESSIVE DRIVING ENFORCEMENT AND EDUCATION PROJECT LAW ENFORCEMENT GRANTEE Audit Guidelines

The purpose of the audit is to verify that the entries recorded by a law enforcement agency (LEA) Grantee on their reimbursement forms are true and accurate. As grantor, it is the NCHSN's responsibility to assure that both State and Federal funds were used legally and as prescribed in the *Conditions of Agreement* with the funded Grantee. This review process is to assure compliance with state and federal guidelines as listed under Item 13 of the grants' *Conditions of Agreement*.

Each Grantee receiving a grant agrees to comply with the NCHSN Inc. Conditions of Agreement as stated:

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 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 A)
- c. You will be provided an Audit Guideline and samples of acceptable reporting formats to assist with the collection of required documentation.
- 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.)

- 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 for payment.

The following are the NCHSN Audit Guidelines:

1. The Grantee to be audited will receive an introductory cover letter via UPS or certified US Mail by the NCHSN stating what grant(s) and time period the audit is covering. Included with the correspondence will be an *Audit Work Form* summarizing the departments' grant reimbursements for the dates to be reviewed. The agency will be directed to send payroll records, time sheets/work schedules and patrol logs to NCHSN in order to corroborate the entries made on their grant reimbursement forms.
2. An audit letter will be sent to the elected official that signed the Conditions of Agreement. A copy is to be sent to the LEA Chief and Fiscal Officer that appears on Contact Form.
3. A contact person will be provided to each grantee to help with questions or guidance.
4. If the audit is not returned in the designated time period, one courtesy phone call will be made. A certified letter will be sent, followed by current funding being stopped, and a request for all reimbursements paid under the audit reviewed will be repaid. A full audit would then be recommended.
5. The agency is then given three weeks to produce the documentation. Once received, those documents will be reviewed by the NCHSN and any assisting County, State or Federal Agency.
6. Payroll documents are reviewed to corroborate the hourly rate paid to the officer and to insure the officer received payment for the amount appearing on the reimbursement form or compensation time for the hours entered.
7. Time sheets, work schedules and patrol logs are reviewed to confirm the date, time and hours worked that appear on the reimbursement form. All documents will be checked to ascertain the officers' regular tour of duty on the reimbursement date. The officer's regular tour of duty needs to be established to substantiate overtime rates.
8. Patrol logs are examined to verify the entries made in the enforcement categories of the reimbursement form.
9. The Grantee's Citation Report Form will be used to identify the citations listed on the reimbursement form and Administrative Office of PA Courts records. (AOPC)
10. Any discrepancies found will be documented on the *Audit Discrepancy Worksheet*.
11. The NCHSN staff may need to contact the department regarding the documents that were sent, or the need for additional records. If at any time during the audit process a question or concern arises, the Grantee may contact the NCHSN.

12. The Grantee will be sent results by mail informing them of the outcome of the audit. If any discrepancies were found, the Grantee will be afforded the opportunity to question and respond to the findings. The Department will have two weeks to provide any additional documentation.
13. If a net audit receivable is due to the Commonwealth, the Grantee must satisfy within thirty (30) days of the receivable invoice date. Any discrepancies, over or under payments could be adjusted on future reimbursements.
14. Full restitution, of any funds that cannot be substantiated or verified, will be vigorously pursued through County, State or the assistance from the US Department of Transportation.
15. The Grantee agrees that the NCHSN, if directed by the Commonwealth of PA, can withhold payments due the DEPARTMENT under other contracts or grants executed between the NETWORK.
16. If the audit revealed the existence of any inappropriate or criminal activities, PennDOT and the District Attorney in the Grantee's County will be contacted and informed.
17. All audits will be considered confidential and no information or documents will be released without written request and approval from the NCHSN Executive Director.

ATTACHMENT G
BUCKLE UP PA ENFORCEMENT AND EDUCATION PROJECT
CONDITIONS OF AGREEMENT SIGNATURE AND CONTACT FORM

CONTACT INFORMATION:

DATE: _____

Department Name: _____

Address: _____

City: _____ Zip Code: _____

Phone: _____ Fax: _____ Email : _____

Number of Officers: _____ County: _____

CHIEF/OIC or Department Designee:

(Title — First Name — Last Name)

PLEASE SIGN same as above:

Phone: _____ Fax: _____ Email : _____

DEPARTMENT PROJECT COORDINATOR:

(contact person) _____
(Title — First Name — Last Name)

PLEASE SIGN same as above:

Phone: _____ Fax: _____ Email : _____

ELECTED OFFICIAL or Designee: such as Grants Administrator for Municipality (must be able to legally sign grants, contracts, etc.)

Name & Title: _____
(Title — First Name — Last Name)

PLEASE SIGN same as above:

Phone: _____ Fax: _____ Email : _____

FISCAL OFFICER — Treasurer, Municipal Executive, Payroll Administrator, or whoever prepares payroll for your department — cannot be Police Officer (checks will be sent directly to their attention)

Name & Title: _____
(Title — First Name — Last Name)

PLEASE SIGN same as above:

Phone: _____ Fax: _____ Email : _____

Reimbursement can ONLY be made to the municipality. Please list the correct name and address of the Municipality where the check is to be mailed. The check will be sent to the attention of Fiscal Officer, unless otherwise specified:

(Municipality Name where check will be mailed — *CANNOT BE A POLICE DEPT*)

(Municipality Address where check will be mailed)

Grant Provisions – Right to Know Law

a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.

b. If the Commonwealth needs the Grantee’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires Grantee’s or Subgrantee’s assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee’s or Subgrantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), Grantee or Subgrantee shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee’s or Subgrantee’s possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the

Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.