CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 11/15/2012

Action Requested By:
Police

Agenda Item Type
Resolution

Subject Matter:

Agreement between Huntsville Police Department and the Northeast Alabama Traffic Safety Office

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Cost Reimbursement Agreement with the Northeast Alabama Traffic Safety Office, in the amount of $ 30,000, for traffic enforcement duties.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

This agreement will provide 100% reimbursement of officers' overtime salary plus allowable fringe benefits for traffic enforcement duties up to $ 30,000.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Rene Morris

Date: 10/23/2012

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Police** Council Meeting Date: **11/15/2012**

Department Contact: **Jessica Winn** Phone # **(256) 427-7002**

Contract or Agreement: **Agreement between NATSO and the City of Huntsville, Alabama**

Document Name:

City Obligation Amount:

Total Project Budget: **$ 30,000**

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	**Select...**

Grant-Funded Agreements

Select...	**Grant Name:**

Department	Signature	Date
1) Originating	Lewis Morris	10/23/2012
2) Legal	Mary C. Cates	10/1/12
3) Finance		10/24
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor is hereby authorized to enter into an Agreement between the Northeast Alabama Traffic Safety Office and the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Agreement between the Northeast Alabama Traffic Safety Office (NATSO) and the City of Huntsville, Alabama for Overtime Traffic Enforcement Funds" consisting of twenty-one (21) pages, and the date of November 15, 2012 appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 15th day of November, 2012.

_____
President of the City Council
Of the City of Huntsville,
Alabama

ADOPTED this the 15th day of November, 2012.

_____
Mayor of the City of Huntsville,
Alabama

Northeast Alabama
Traffic Safety Office

Phone (256) 549-8142

Located at Etowah County Courthouse

800 Forrest Ave, - Room 302 *Gadsden. AL 35901*

Agreement for Overtime Funds

This Agreement For Overtime Funds, hereinafter referred to as the AGREEMENT, is entered into by the Northeast Alabama Traffic Safety Office, hereinafter referred to as NATSO, and the City/Town/County of **Huntsville Police Department** ,hereinafter referred to as JURISDICTION, for funded overtime enforcement and education funds not to exceed **$30,000.00** , hereinafter referred to as the TOTAL FUNDS AVAILABLE, from October 1, 2012 through September 30, 2013. NATSO reserves the right to adjust the end date as directed by the Alabama Department of Economic and Community Affairs, Law Enforcement and Traffic Safety Division, hereinafter referred to as ADECA/LETS. The TOTAL FUNDS AVAILABLE will be arrived at by the addition of sums allotted through various grants administered by NATSO for ADECA/LETS.

Your JURISDICTION has been allocated funding not to exceed the following totals.

Project Name	Grant Number	Amount
406 Seatbelt / Child Safety		
402 S.T.E.P.	**13-SP-PT-005**	**$30,000.00**
410 D.U.I.		
163 .08 B.A.C.		
TOTAL FUNDS AVAILABLE		**$30,000.00**

President of City Council

Mayor

Date

Date

The GOVERNING ENTITY is solely responsible for the acts and omissions of its employees and agents. This agreement does not establish an agency relationship between the GOVERNING ENTITY and NATSO or ADECA/LETS. To the extent permitted by law, the GOVERNING ENTITY shall indemnify and hold harmless NATSO, the Project Director, the Program Coordinator and all other employees of NATSO, from all claims of personal injury or death and property damage arising from the performance of this agreement by the CONTRACTOR or the JURISDICTION, its agents and employees, including expenses, attorney fees and costs incurred by NATSO in their investigation and defense of such claims.

JURISDICTION agrees to comply with all documentation procedures and requirements, as outlined in **Attachments A, B, C and D,** before reimbursement will be made by NATSO. Each project requires a separate reimbursement for each period worked to be submitted to NATSO. GOVERNING ENTITY UNDERSTANDS THAT TIME IS OF THE ESSENCE AND THAT FAILURE TO SUBMIT DOCUMENTATION AS REQUIRED, WHEN REQUIRED, MAY RESULT IN THE LOSS OF REIMBURSEMENT AND ANY RIGHT OF APPEAL.

References herein to the Chief Elected Official shall be construed to mean the Mayor or his/her designee such as City Manager, or the County Commission Chairman or his/her designee such as County Chief Executive Officer.

References herein to the Chief Law Enforcement Official shall be construed to mean the Chief of Police for cities or towns, or the Sheriff for counties.

The Chief Law Enforcement Official or his/her designee for the JURISDICTION is the official voting representative on the NATSO Enforcement Committee. This person will be responsible for attending meetings, submitting required reimbursement documentation, and submitting project(s) activity reports to NATSO as well as the overall project coordination from within their department. The JURISDICTION agrees to send the appointed representative to all meetings of the Enforcement Committee held under this project and to abide by the committee policies and procedures as outlined in the Enforcement Committee Manual. If the department representative is someone other than the Chief Law Enforcement Official, this person must be identified and approved by the Chief Enforcement Official below.

Designated Representative:

Lt. Ken Brooks — Police Lieutenant

Signature — Title

Chief Law Enforcement Official:

Lewis E. Morris — Chief of Police

Signature — Title

All reimbursement requests/statements, contact reports, and supporting documentation must be submitted to the NATSO office on or before the 5TH of the month (following the month of the enforcement/educational activities). SUSPENSION OF FUNDS, UNTIL ALL DOCUMENTATION IS RECEIVED, MAY OCCUR FOR DEPARTMENTS NOT MEETING THIS DEADLINE. **ALL FINAL REIMBURSEMENTS MUST BE SUBMITTED TO NATSO BY OCTOBER 5, 2013.** Any claim that is received after October 5, 2013 **WILL NOT** be reimbursed by NATSO.

NATSO Project Reimbursement Form 3 contains confidential information and therefore is available ONLY to the person authorized below by the Chief Elected Official of the GOVERNING ENTITY. This authorized user will have password access to the NATSO web site for this JURISDICTION when the web site becomes operational.

Name of Authorized User:

Jessica Winn — Police Grant Manager

Signature — Title

Chief Elected Official:

_____ Mayor

Signature Title

The JURISDICTION agrees, as a condition of acceptance of this agreement, to perform enforcement duties during Blitz Check Points, Saturation Patrols and Line Patrols. Enforcement duties entail deterrence by presence, issuance of citations and issuance of warnings. Other duties that may come under the broader heading of enforcement may include educational awareness, conducting of surveys and duties that may be announced by ADECA/LETS from time to time. Administrative work includes documentation of Blitz events, number of citations/warnings issued, number of arrests, etc. Documentation is performed by completing Ops Plan, Forms 1, 2, 3, 4, Activity, and NHTSA and additional MATCH forms as provided by ADECA/LETS from time to time.

The JURISDICTION agrees, as a condition of acceptance of this agreement, to participate in "Passive Seat Belt and Child Restraint Checkpoints" as a method of education. The JURISDICTION is encouraged to specifically budget a portion of the TOTAL FUNDS AVAILABLE for selective enforcement activities surrounding 5 time periods during the year. The general time periods will be; Thanksgiving in November, Christmas/New Year in December, Memorial Day in May, Independence Day in July, and Labor Day in September. Themes and particular types of enforcement will be announced prior to the campaigns. Enforcement during time periods other than those listed shall be known as "Sustained Enforcement" and listed as such on all reimbursement forms.

During enforcement efforts, the JURISDICTION agrees to maintain an average of 2 (two) written contacts per hour, excluding educational/administrative hours and material/verbal contacts, throughout the life of this AGREEMENT. THIS REQUIREMENT IS BY NO MEANS MEANT TO BE CONSTRUED AS A "QUOTA" FOR THE ISSUANCE OF CITATIONS OR WARNINGS. These contacts are a "written" means of proof of work being performed during a certain time period for which

GOVERNING ENTITY will be paid an overtime premium. NATSO staff will review any extenuating circumstances and be the final arbiter for approval.

The JURISDICTION may use a maximum of 5% of appropriated funds for project administrative purposes, upon prior approval of the Project Director and documented as outlined in Attachment A. The 5% rule shall apply to each reimbursement.

NATSO agrees to reimburse the GOVERNING ENTITY for actual enforcement/administrative overtime worked under this project, provided the overtime is documented in accordance with **Attachments A, B, C and D**, approved by the Program Coordinator, and finally approval by ADECA/LETS in accordance with funding guidelines. All reimbursements will be made payable to the GOVERNING ENTITY (Town, City or County Commission).

The JURISDICTION agrees to submit an "Operations Plan" outlining their anticipated expenditures, as it relates to their planned enforcement activities for the approved enforcement periods during the project year. An Operations Plan for the period covered is required before overtime enforcement is begun. There will be no reimbursement of project expenditures until this allocation plan and Operations Plan is submitted to NATSO. During the project year, all JURISDICTION'S funding will be re-evaluated by the NATSO staff to determine if the JURISDICTION will utilize allocated funds before the end of the project period. Any funds determined to be a surplus by the NATSO staff will be redistributed to other agencies that can utilize the funds effectively. Adjustments in the funding level; time period or scope of this agreement will be accomplished through written amendment(s) upon approval of the NATSO Program Coordinator and the notification of the JURISDICTION'S Chief Law Enforcement Official.

All Parties hereto certify that they have received an attached copy of the STATE CERTIFICATIONS AND ASSURANCES (Attachment "C") by affixing their signatures to said Attachment "C"., which is an integral part of this AGREEMENT.

All Parties hereto certify that they have received an attached copy of the WRITTEN OVERTIME POLICY (Attachment "D") by affixing their signatures to said Attachment "D"., which is an integral part of this AGREEMENT.

All Parties to this AGREEMENT understand that this is the sole and exclusive understanding between the Parties and that no Party hereto is relying upon any verbal agreement or understanding not a part of this written AGREEMENT.

Chief Elected Official (Mayor/County Commission Chairman):

_____ _____

Mayor

Signature – Title Date

Chief Law Enforcement Official (Chief/Sheriff):

Leo E Morris 11/15/2012

Chief of Police

Signature – Title Date

Project Director for NATSO:

_____ _____

Signature – Title Date

Revision Date: 08/15/12

Northeast Alabama

Traffic Safety Office

Phone (256) 549-8142

Located at Etowah County Courthouse

800 Forrest Ave.- Room 220 *Gadsden, AL 35901*

ATTACHMENT A

ACCOUNTING DOCUMENTATION PROCEDURES

Minimum accounting documentation requirements have been established and will be required of each department before reimbursement to the city, county, or state agency involved is made. The following is a list of written standards each department will be required to adhere to in order to receive reimbursement of enforcement/educational overtime project funds. Attached are developed forms that will be utilized to ensure accurate documentation.

THE STANDARD CALCULATOR SETTING FOR FIGURING ALL NATSO FORMS IS 2 DECIMAL POINTS. Strict adherence to this Standard will avoid delays in processing your reimbursements.

Establish an actual base hourly rate for each employee expected to participate in a *Northeast Alabama Traffic Safety Office* (NATSO) project using the **Base Hourly Computation Sheet, *(FORM 1)*.** *Any changes, such as salary increases after the original Form 1 is completed, must be submitted on a revised Form 1 and sent to NATSO with the next request for reimbursement. Any Form 1sent to NATSO MUST BE signed by the payroll person of the agency seeking reimbursement. The Form 1 is used to automatically update the* **Monthly Projects Reimbursement Form, *(FORM 3)*** salary information.

The only allowable Fringe is to be FICA @ 7.65%, which consists of Social Security (6.2%) and Medicare (1.45%). The 7.65% rate is built into the Form 1 and will be used unless your agency does not participate in one or the other segments of FICA. If your agency does not participate in one or both of the segments of FICA, your forms will be altered to reflect this by NATSO.

A **Monthly Projects Operations Plan** ***(Ops Plan)*** is to be filled out and submitted on a monthly basis. This MUST be in the NATSO office before any overtime is worked.

Maintain a signed **Contact Report** ***(FORM 2) for each individual's overtime shift worked, along with all supporting documentation such as time sheets and tickets written in your agency's files and have them available for audit upon request.*** Contact Report forms are available in your forms media for each grant worked. They can be printed individually or you can copy the original for hand fill out. Each report will include at a minimum: date, time, location, number of hours, officer's name, number and type of contacts and pieces of educational material distributed. Copies of the contact reports ***must*** accompany each reimbursement statement verifying all overtime hours worked. Support documentation shall be kept at the agency.

A **Monthly Projects Reimbursement Form** ***(FORM 3)*** is to be filled out and submitted on a monthly basis to coincide with your departments pay periods. Signatures of the Authorizing Officials: Chief or Representative and the Payroll Manager are required.

A **Monthly Projects Roll-Up Sheet,** ***(FORM 4)*** **which summarizes the Contact Reports** ***(FORM 2)*** must accompany each reimbursement statement verifying all overtime hours worked. Each department will have an assigned person, as authorized by the Chief Law Enforcement Official in the Agreement for Overtime Funds, to enter information for that department. In order to keep confidential information secure, each department will assign a designated person responsible for data entry.

A Monthly Activity Report and NHTSA Report which collects checkpoint and media data along with summaries of activity and cost in a format needed by NHTSA.

What needs to be turned in monthly;

Monthly Projects Reimbursement Forms (FORM 3) will be filled out, have original signatures, and mailed to the NATSO office with all **Contact Reports (FORM 2), Monthly Roll-up Sheet (FORM 4), Activity Report and NHTSA Report** attached.

All departments are allowed to use a maximum of 5% of their budgeted overtime funds for project administrative purposes. The Project Director must approve all reimbursements, requested under this category, before reimbursements will be made. Persons claiming administrative time must also complete a **Contact Report (FORM 2).** Administrative time must be noted under shift location on the contact report.

Recap; **The forms that are to be submitted for each period worked are Ops Plan, Forms 2, 3, 4, Activity and NHTSA. A new Form 1 is to be submitted only when there is a change in rate and/or personnel.**

Other required documentation procedures may be developed and implemented as projects progress.

Revision Date: 08/15/12

Northeast Alabama

Traffic Safety Office

Phone (256) 549-8142

Located at Etowah County Courthouse

800 Forrest Ave.- Room 220 *Gadsden, AL 35901*

ATTACHMENT B

IN-KIND MATCH DOCUMENTATION PROCEDURES

Minimum accounting documentation requirements have been established and will be required of each department before reimbursement to the city, county, or state agency involved will be made. The following is a set of instructions explaining how to submit your department's monthly match that will be applied to the traffic safety grants. **This match documentation MUST BE completed EACH MONTH OR FOR EACH PERIOD WORKED and sent to the traffic safety office by the 5th of each month.**

The example listed below will give you an idea of what expenditures can be used as match.

In order for time to be counted as MATCH it must meet 2 standards. First, the time must be paid by the city as STRAIGHT TIME. Secondly, the time that was paid for must be used for traffic safety.

Officer Bob works traffic 10 hours per week in the month of April 2010. His base hourly rate is figured by using the hourly salary rate worksheet (salary + fringe) and is figured as being $20.00 per hour. So, using the traffic safety representatives monthly time report, his time spent on traffic safety would be 40 hours of **straight time** match for the month of April multiplied by his $20.00 salary + fringe rate would give him a total of $800 worth of **STRAIGHT TIME MATCH MONEY THAT THE CITY PAID** officer Bob for working community traffic safety.

The following steps will allow you to file your match:

Step 1. Establish a base hourly rate (Salary + Fringe) for each employee that you are claiming match on by using the hourly salary rate + fringe worksheet (Form 1). This form **MUST BE UPDATED EACH TIME** there is a change in the hourly rate or a change in the fringe for each employee that straight time match is being submitted on. Send copy of this form to the traffic safety office.

Step 2. Complete the forms labeled Form 3, **"MONTHLY PROJECTS REIMBURSEMENT FORM"**; Form 4, **"ROLL-UP SHEET"**; **"ACTIVITY REPORT"**; and **"NHTSA ROLL-UP SHEET"** for the department. These forms will show each employee that match is being submitted for in the Straight Time column. **These forms MUST BE MAILED to the traffic safety office by the 5th of each month.**

Revision Date: 08/15/12

ATTACHMENT C

STATE CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations, and directives may subject State officials to civil or criminal penalties and/or place the State in high-risk grantee status in accordance with 49 CFR §18.12.

Each fiscal year the State will sign these Certifications and Assurances that the State complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended;
- 49 CFR part 18-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- 49 CFR part 19-Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations;
- 23 CFR Chapter II- (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs;
- NHTSA Order 462-6C-Matching Rates for State and Community Highway Safety Programs;
- Highway Safety Grant Funding Policy for Field-Administered Grants.

Certifications and Assurances

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency, which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs, which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the

State carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D));

Cash draw-downs will be initiated only when actually needed for disbursement, cash disbursements and balances will be reported in a timely manner as required by NHTSA, and the same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations (49 CFR 18.20, 18.21, and 18.41). Failure to adhere to these provisions may result in termination of draw down privileges;

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation of highway safety purposes (23 CFR 1200.21);

The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended(42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Services Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under

which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Drug-free Workplace Act of 1988 (49 CFR Part 29 Sub-part F):

The State will provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing a drug-free awareness program to inform employees about:

   1) The dangers of drug abuse in the workplace.
   2) The grantees policy of maintaining a drug-free workplace.
   3) Any available drug counseling, rehabilitation, and employee assistance programs.
   4) The penalties that may be imposed upon employees for drug violations occurring in the workplace.

c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by a paragraph (a).

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

   1) Abide by the terms of the statement.
   2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving an actual notice of such conviction.

f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

   1) Taking appropriate personnel action against such an employee, up to and including termination.

   2) Requiring such employee 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.

g) Making good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

BUY AMERICA ACT

The Agency will comply with the provisions of the Buy America Act (23 USC 101 Note), which contains the following requirements:

Only steel, iron, and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; such that materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Agency will comply with the provisions of 5 U.S.C. §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices, or Employees".

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 any 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, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICITON ON STATE LOBBYING:

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officers to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. This prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded,* as used in this clause, have the meanings set out in the Definitions and Coverage sections of 49 CFR Part 29. You may contract the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it is known that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishments of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that, which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of his or her knowledge and belief, that its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
(c) Are not presently indicated for or otherwise criminally or civilly charged by a local governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded,* as used in this clause, have the meanings set out in the Definitions and Coverage sections of 49 CFR Part 29. You may contract the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for

debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon certification of a perspective participant in a lower tier covered that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that, which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
Lowered Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's fiscal year 2002 highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

I / We hereby acknowledge receipt of a copy of this document:

Chief Law Enforcement Official (Chief/Sheriff):

Lewis E. Morris — 11/15/2012

Chief of Police

Signature – Title — Date

Chief Elected Official (Mayor/County Commission Chairman):

_____ — _____

Mayor

Signature – Title — Date

Revision Date: 08/15/12

Northeast Alabama

Traffic Safety Office

Phone (256) 549-8142

Located at Etowah County Courthouse

800 Forrest Ave.- Room 220 *Gadsden, AL 35901*

ATTACHMENT D

WRITTEN OVERTIME POLICY

NATSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NATSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

TIME SHEETS;

All hourly employees are required to record their hours worked on a time sheet.

WORK WEEK:

The normal work week shall begin at 12:01am on Monday and end at 12:00am on the following Sunday.

HOURS OF WORK:

A normal shift consists of 8 continuous hours with 1 hour for lunch. The Lunch hour shall be taken on (paid / unpaid) time.

OVERTIME PAY BEGINS:

A. Overtime pay shall begin after 8 hours of continuous work for a given day.

B. Overtime pay shall begin after 40 hours of work for a given WORK WEEK.

PAID HOURS NOT WORKED:

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours (shall / shall not) count as hours worked for purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the employee or 1.5 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply:

Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by NATSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of NATSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the Traffic Safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.

Chief Elected Official _____ Date _____

Mayor

Revision Date: 08/15/12