



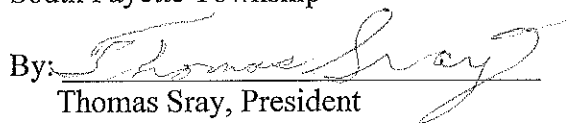
**TOWNSHIP OF SOUTH FAYETTE  
ALLEGHENY COUNTY, PENNSYLVANIA**

**RESOLUTION No. 8 of 2011**

**BE IT RESOLVED**, by the authority of the Board of Commissioners of South Fayette Township, Allegheny County, and it is hereby resolved by authority of the same, that the Township Manager of said municipality be authorized and directed to sign the attached agreement of its behalf.

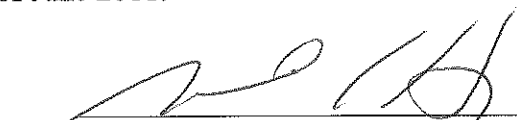
**ATTEST:**

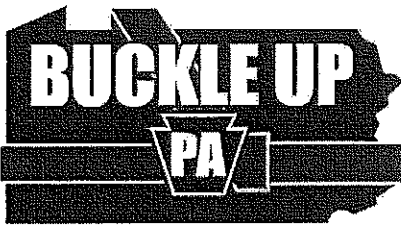
  
Michael W. Hoy, Secretary

South Fayette Township  
By:   
Thomas Sray, President

I, Michael W. Hoy, Township Secretary of South Fayette Township, do here by certify that  
The foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held on the 2<sup>nd</sup> day of June 2011.

Date: 6-9-11

  
Michael W. Hoy  
Secretary



## CONDITIONS OF AGREEMENT

BETWEEN

SOUTH FAYETTE TOWNSHIP

POLICE DEPARTMENT

AND

NORTH CENTRAL HIGHWAY SAFETY NETWORK, INC.

### BUCKLE UP PA PROJECT

(BUPA)

THIS CONDITIONS OF AGREEMENT made the 6th day of June, 20 11, by and between the South Fayette Township Police Department, 515 Millers Run Road,  
Morgan, PA 15064 (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, Program Services Division, Bureau of Highway Safety and Traffic Engineering, to implement the "Buckle Up PA Project" (BUPA), 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 February 1, 2011 to September 30, 2011. It may be extended upon sole discretion of the NETWORK if grant extensions are necessary and approved by the Pennsylvania Department of Transportation;

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

1. The DEPARTMENT hereby assures NETWORK that all activities relating to the above referenced project will be undertaken by the DEPARTMENT to fulfill the goals and objectives based on the proposed plan described in the application, and complete other activities to meet the goals and objectives as required by the Buckle Up PA Project.
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 sex.

3. Equal Opportunity for the Handicapped

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

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

4. Responsibility

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

5. Signatures

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

6. In-kind

The DEPARTMENT agrees to contribute in-kind resources to the Buckle Up PA grant. These resources must be provided as enforcement activities conducted during a mobilization period or any activity that plays a role in the seat belt enforcement and education program.

- a. If the DEPARTMENT is funded for the 2011 May/June "Click It or Ticket" Mobilization they must provide at least 10% of reimbursed enforcement hours during the 2011 Thanksgiving Mobilization.
- b. If the DEPARTMENT is funded for the Thanksgiving 2011 Mobilization must provide at least 10% of reimbursed enforcement hours during the 2012 May/June "Click It or Ticket" Mobilization.
- c. You are still encouraged to contribute in-kind during your funded mobilizations.
- d. All departments will be contacted prior to each mobilization and provided information and direction to record in-kind contributions.

7. Crash Reports

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

8. Reimbursements

- a. Requests for reimbursement must be submitted upon the completion of each enforcement mobilization. You will have 7 days to submit all forms for reimbursement, unless otherwise directed. No reimbursements will be accepted after 7 days.
- b. The fiscal officer cannot be a police officer and 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 the NETWORK will reimburse the department (unless prior approval is granted by BUPA).
- 6) Any rate over the regular overtime rate of time and half must receive prior approval before enforcement begins.
- 7) The officer must receive payment for the amount appearing on the reimbursement form.
- 8) Comp Time will only be considered for reimbursed 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 tractable through payroll records. All comp time hours found not to be in compliance and all comp time hours not used or reimbursed to the officer will be returned to the NETWORK.
- 9) Payroll documentation must be kept for 5 years and made available upon request. (See item 13. a. for audit information)
- 10) The DEPARTMENT will be responsible for the payment of all project expenditures deemed by the NETWORK to be ineligible.
- 11) The DEPARTMENT is responsible for implementing strategies for enforcing the Pennsylvania Motor Vehicle Code's Occupant Protection Laws. The amount of funding provided to each department depends upon the efforts put forth by both the department and its personnel. Buckle Up PA will not provide funding or reimburse 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 LEL prior to beginning enforcement operations.
- 12) It is the DEPARTMENT'S responsibility to utilize its personnel in a manner that reflects commitment to the goal of Buckle Up PA, to save lives and reduce injuries through seat belt enforcement and education.

9. Enforcement Initiative

- a. Enforcement Mobilization Reports are required for each enforcement mobilization. The forms and instructions for completing these reports are available on the Buckle Up PA website [www.buckleuppa.org](http://www.buckleuppa.org). The DEPARTMENT will be provided a user name and password to log on.
- b. The DEPARTMENT must participate in each scheduled enforcement mobilization. Not completing a mobilization without prior approval could eliminate the DEPARTMENT from the Project. You must request and receive prior written approval from your LEL to opt out of a Mobilization.
- c. A "0" Tolerance seat belt policy must be applied to all funded mobilizations when a primary violation is observed.

- d. The DEPARTMENT must send a representative(s) to any seat belt instructional sessions made available.
- e. Enforcement activities can take place 24 hours a day. Because of lower seat belt use and higher fatalities at night, your DEPARTMENT will be required to focus their enforcement activities during the nighttime hours. The DEPARTMENT will receive a crash data profile for your jurisdiction that will identify unbelted fatalities or crashes. Your enforcement hours can be then utilized at those times and on those roadways.

10. Liability Insurance

For the term of this Agreement, the DEPARTMENT shall maintain the following insurance:

- a. Comprehensive General Liability Insurance which will protect the DEPARTMENT in providing the services under this Agreement from claims for bodily injury to persons, including wrongful death, and for damage to property which may arise from operations under this Agreement whether such operations be by the DEPARTEMENT or by any subcontractor.
- b. Workers' Compensation Insurance as required by law.
- c. The DEPARTEMENT shall carry Comprehensive Liability Insurance covering all owned, hired and non-owned automobiles. The limits of liability for automobile insurance may be satisfied by a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

11. Evaluation/Termination

The DEPARTMENT will be evaluated at the completion of each enforcement mobilization to determine compliance with project enforcement, education, and evaluation implementation plans. If it is determined that the DEPARTMENT have not met that conditions, this agreement, will be modified or terminated. You will be notified of this decision in writing prior to the modification or termination of the grant. The grant will also be terminated if funds are no longer available to support the continuation of the grant or if the participating department becomes unable to support required activities.

12. Cost Overruns

Expenses that exceed the DEPARTMENT approved budget will not be reimbursed. A modification to the DEPARTMENT'S budget can be made upon the approval of the DEPARTMENT's LEL and written approval of the NETWORK.

13. Audit Documentation

- a. The NETWORK is subject to audit by Federal and State Agencies. If verification or questions of program assistance grant expenditures are needed, they must be provided upon request. The DEPARTMENT must keep on file all salary documentation (time cards, officer wage logs, officer activity reports, canceled checks, and other information necessary to verify the requested reimbursements) for 5 years.
- b. The DEPARTMENT will be subject to audits throughout the grant period by NETWORK and State and Federal Agencies. You will be contacted in writing if the DEPARTMENT is subject to an audit. The DEPARTMENT will be required to provide payroll documentation, time sheets and activity logs for officers reimbursed through the grant. The DEPARTMENT will have 30 days to provide the NETWORK the requested information and supporting documentation.

14. Budget Changes

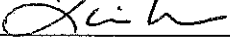
Grants may be modified to increase budget item amounts and/or increase the number of enforcement mobilizations per grant period, when additional funds become available. These changes will be made in writing

**BUCKLE UP PA ENFORCEMENT AND EDUCATION PROJECT  
CONTACT FORM  
PLEASE PRINT OR TYPE ALL INFORMATION**

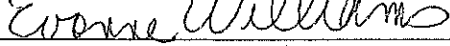
**CONTACT INFORMATION:**

Department Name: South Fayette Township  
Address: 515 Millers Run Road  
City: Morgan, PA Zip Code: 15064  
Phone: 412-221-2170 Fax: 412-221-6703 Email: lvolle@sftwp.com  
Number of Officers: 16 County: Allegheny

CHIEF/OIC or Department Designee: Chief Louis Volle  
(Title - First Name - Last Name)

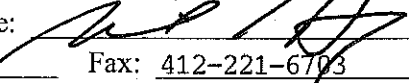
PLEASE SIGN same as above:   
Phone: 412-221-2170 Fax: 412-221-6703 Email: lvolle@sftwp.com

DEPARTMENT PROJECT COORDINATOR (contact person) Police Secretary, Evonne Williams  
(Title - First Name - Last Name)

PLEASE SIGN same as above:   
Phone: 412-221-2170 Fax: 412-221-6703 Email: ewilliams@sftwp.com

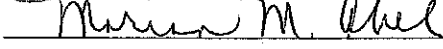
ELECTED OFFICIAL or Designee: such as Grants Administrator for Municipality (must be able to legally sign grants, contracts, etc.)

Name & Title: Township Manager, Michael W. Hoy  
(Title - First Name - Last Name)

PLEASE SIGN same as above:   
Phone: 412-221-8700 Fax: 412-221-6703 Email: m\_hoy@sftwp.com

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: Financial Administrator Marion Abel  
(Title - First Name - Last Name)

PLEASE SIGN same as above:   
Phone: 412-221-8700 Fax: 412-221-6703 Email: mabel@sftwp.com

*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 the Fiscal Officer, unless otherwise specified:*

South Fayette Township

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

515 Millers Run Road, Morgan, PA 15064

(Municipality Address where check will be mailed)

prior to expending any additional funds. The DEPARTMENT will receive by email their budget prior to each Mobilization.

15. Education

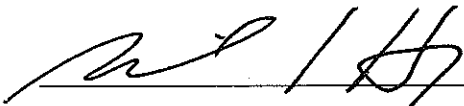
The DEPARTMENT is encouraged to present the Buckle Up PA School Programs: The Back Is Where It's At; 16 Minutes and Survival 101, within their jurisdictions.

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

16. 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 plan and implemented to assure the safety of the public, department staff, volunteers and support personnel. The DEPARTMENT agrees to indemnify, defend and save harmless the NETWORK, County of Northumberland and The Pennsylvania Department of Transportation, it's officers, agents and employees: (a) from any and all claims, losses and any liabilities whatsoever, occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with this Agreement; and (b) 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 South Fayette Twp 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 6th day of June, ~~2010~~ 2011



ELECTED OFFICIAL OR DESIGNEE  
Signature & Title

MICHAEL W. HOY, TOWNSHIP MANAGER

Printed Name

North Central Highway Safety Network Inc.  
Signature & Title

Printed Name



POLICE CHIEF OR DEPARTMENT DESIGNEE  
Signature & Title

LOUIS VOLLE, CHIEF

Printed Name

## PennDOT ATTACHMENT

### CRASH REPORTING

Please note:

The Secretaries of Transportation of each State, in conformance with the most recent passage of SAFETEA-LU Legislation must formulate guidelines for the States use that includes the following critical component:

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

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

Police authorities may 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.