



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/13/2022

File ID: TMP-2086

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the North Central Alabama Highway Safety Office (NAHSO) and the Huntsville Police Department for Participation in the NAHSO Program Grant (s) Program for Traffic Safety Enforcement.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$0

Total Cost: \$200,000.00

Special Circumstances:

Grant Funded: \$200,000.00

Grant Title - CFDA or granting Agency: North Central Alabama Highway Safety Grant

Resolution #: N/A

Location:

Address: N/A

District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments:

This is a yearly grant we receive that reimburses for overtime costs relating to traffic safety enforcement.

RESOLUTION NO. 22-_____

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 North Central Alabama Highway 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 North Central Alabama Highway Safety Office (NAHSO) and the Huntsville Police Department for Participation in the NAHSO Program Grant(s) Program for Traffic Safety Enforcement" consisting of Five (5) pages, and the date of October 13, 2022 appearing on the second 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 13th day of October 2022.

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

ADOPTED this the 13th day of October 2022.

Mayor of the City of Huntsville,
Alabama

NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O. Box 1300 • Russellville, AL 35653 • PHONE # 256-332-1138
Eddierussell4nahso@gmail.com

Traffic Enforcement Agreement

Fiscal Period: October 01, 2022 – September 30, 2023

(NOT the same as a grant's authorized spending period during this Agreement Period)

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2022-FP-CP-037.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the 17 County ADECA/LETS Region herein the North Central Alabama area. The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: **Huntsville Police Department**, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2022 through September 30, 2023**; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY's receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. **NO AGENCY** will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. **If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.**

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) **time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant**, (7.) City or County overtime policy. The above-mentioned paperwork should be kept on file by each agency for

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

Date: 10-13-2022

no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO on the same schedule as the AGENCY' Pay Period Follows.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The agency is subject to a "Review of Claims Process" by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/ errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies /errors occurred.

In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

The **AGENCY**, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but **shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. NAHSO assumes no responsibility** the way or means by which the AGENCY performs its activities pursuant to this agreement. The AGENCY will also be deemed as an Independent Contractor in all aspects related to Federal/State Accounting programmatic annual audits.

Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

"Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

Signatures required:

Signature of AGENCY's Authorizing Official
(Mayor/Comm. Chair) authorized to enter Agreement

Tommy Battle, Mayor
Printed Name of Authorizing Official and Title
Mayor/Comm. Chair)

City Council President Signature

City Council President
City Council President Printed Name

Kirk Giles
Signature of AGENCY's **Chief Law Enforcement Official**
(Chief of Police or Sheriff)

Kirk Giles, Chief
Printed Name of Chief LE Official and Title
(Chief/Sheriff)

Signature of Region Director
North Central Alabama Highway Safety Office

Eddie Russell
Printed Name of Region Director

WRITTEN OVERTIME POLICY

NAHSO 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 NAHSO 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 Sunday and end at 12:00am on the following Saturday.

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. (CHOOSE ONE)

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) (CHOOSE ONE) 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 NAHSO 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 NAHSO 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.

Kirk Coles

Chief Elected Official OR Chief Law Enforcement Official

Date October 13, 2022

DEPARTMENTAL POINT OF CONTACT WILL BE that will Handle This Grant will be:

NAME: Tamara Doyle, Police Grant Manager

Printed

Phone Number: 256-427-7130

Email: Tamara.Doyle@huntsvilleal.gov