CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	11-25-14	
RESOLUTION OR ORDINANCE NUMBER	R-14-87	
AGENDA TITLE	**A resolution to allow the Coffeyville Police Department to enter into a NSEP contract with KDOT**	
REQUESTING DEPARTMENT	Police Department	
PRESENTER	Anthony Celeste, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	$0.00
	Budget Line Item:	N/A
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The Kansas Department of Transportation promotes traffic safety through a number of projects including the Nighttime Seatbelt Enforcement Project. This project provides grant funded overtime for enforcement of seatbelt violations.	
BACKGROUND	The Coffeyville Police Department has participated in this program and similar programs from KDOT for the past few years	
SPECIAL NOTES	This is a separate KDOT grant project than the Special Traffic Enforcement Project (STEP) previously approved by the commission.	
ANALYSIS	This project provides for additional traffic safety enforcement within Coffeyville. The only predictable cost to the city is the operation of the city vehicles during the overtime projects. This is a minimal expense generally offset by citation fines collected as a result of extra enforcement.	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Chief Celeste recommends approval of this contract.
REFERENCE DOCUMENTS ATTACHED	KDOT Contract # OP-1452-15

RESOLUTION NO. R-14-87

A RESOLUTION TO AUTHORIZE THE MAYOR TO SUBMIT AN APPLICATION FOR THE NIGHTTIME SEATBELT PROGRAM.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor is hereby authorized and directed to execute an application for the Nighttime Seatbelt Program through the Kansas Department of Transportation for the promotion of traffic safety.

Adopted this 25th day of November 2014.

_____
James Falkner, Mayor

ATTEST:

_____
Cindy Price, City Clerk

Approved as to Form:

_____
Paul Kritz, City Attorney

Application for Nighttime Seatbelt Enforcement Program

Kansas Department of Transportation, Bureau of Transportation Safety & Technology
Eisenhower State Office Building, 700 SW Harrison St.
Topeka, KS 66603

General Agency Information

Coffeyville Police Department	**Anthony Celeste**	**Lt. Mike Bradley**
1. Name of Applicant Agency	7. Name of Agency Head	11. Name of Project Contact Person
11 E. 2nd Street / **Coffeyville** / **67337**	**620-252-6164**	**620-252-6160** / **620-252-6161**
2. Mailing Address / 3. City / 4. Zip Code	8. Agency Head Phone #	12. Contact phone / 13. Cell Phone
Same	**620-252-6118**	**620-252-6118**
5. Street Address, if Post Office Box entered above	9. Agency Head FAX #	14. Contact Person Fax #
Mayor Jim Falkner	**anthony.celeste@coffeyvillepd.org**	**mike.bradley@coffeyvillepd.org**
6. Person duly authorized to commit the city or county to contracts	10. Agency Head E-mail Address	15. Contact person E-Mail Address

The **Night-time Seatbelt Enforcement Program** (NSEP) consists of a maximum of **9** overtime enforcement activities over the period, October 1 through September 30. The grant amount is predicated on the use of **4** officers and **1** supervisor per **4-hour** enforcement activity, and is calculated using the average officer/supervisor wage amounts provided by the grantee.

Important: Participating agencies who are also enrolled in the Special Traffic Enforcement Program (STEP) are asked to not schedule NSEP activities during, or close to, STEP enforcement campaigns in an effort to encourage the greatest possible officer participation in those campaigns.

Reimbursement Arrangements

16. Desired reimbursement method: *(If direct deposit, see instructions below this box.)	**Printed Check**
17. Reimbursement checks should be made payable to:	**City of Coffeyville**
18. Reimbursement checks will be mailed to the address above unless a different one is entered here. Also any financial contact person for the grant is listed here.	**0**
19. Federal Employee ID No. (FEIN):	**48-6043317**
20. Data Universal Numbering System (DUNS) No.:	**045253143**
21. System for Award Management (SAM) Expiration Date:	**1/14/2015**

*If arrangements for direct deposit of grant reimbursements have not previously been made, contact Federal Aid and Project Accounting, KDOT, 700 SW Harrison, Topeka, 66603. Phone: (785) 296-3205, FAX: (785) 296-7927

KDOT AWARD INFORMATION

Length of Contract:	This Year:	10/1/2014	9/30/2015
	Full Period:	10/1/2014	9/30/2016
KDOT Assigned Contract No:	**OP-1452-15**		
KDOT Assigned Funding Source	**Section 405 Funds**		
KDOT Assigned Local Benefit %	**100% Local Benefit**		

CPMS Prefix:	K	Vendor ID	

Approved Budget (From Page 2)

Expense	FY 2015	FY 2016
Personnel Services	$ 5,514	$ 5,514
Grant Amount.....	**$ 5,514**	**$ 5,514**

Required Applicant Signatures

I certify compliance with all criteria applicable for eligibility of the program and implementation in accordance with program requirements.

X

Authorizing City or County Official **Mayor Jim Falkner** Date

X

LE Agency Head **Anthony Celeste** Date

KDOT Approval

I approve of contract, as presently outlined by this document, the Highway Safety Program Agreement of which it is now a part, and other attachments to said Agreement.

X

Chris Bortz, Bureau of Transportation Safety & Technology

KANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY SAFETY PROJECT AGREEMENT WITH A GOVERNMENT AGENCY

Nighttime Seatbelt Enforcement Program

PARTIES:

Michael S. King, Secretary of Transportation
Department of Transportation for the State of Kansas
Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3754

Hereinafter, referred to as the "Secretary."

and:

Anthony Celeste
Coffeyville Police Department

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number and city or county listed above, hereinafter referred to as the "Project." The Project is further described in the Nighttime Seatbelt Enforcement Program (NSEP) application.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of: **October 1, 2014**

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) To reimburse the Project Agency for the added salary expense incurred in the performance of this Project Agreement in an amount not to exceed that which is provided in the NSEP application. This first year amount is:

$5,514

If this agreement is for two or more years, subsequent annual amounts will be reimbursed to the Project Agency through annual Notices to Proceed mailed to the above named official prior to the beginning of the subject year.

2) To reimburse the Project Agency for approved expenses not more than 30 days following receipt of required time sheets, invoices, and other accounting documents and activity reports as set forth in the NSEP application.

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to perform the additional law enforcement patrol activities directed at non-compliance with Kansas adult and child occupant restraint statutes in accordance with terms of the NSEP campaign requirements as issued by the Secretary.

2) To promptly begin the Project upon receipt of Secretary's written Notice to Proceed.

3) To complete the Project by: **September 30, 2016**

4) That the agency has, operates under, or will have in place within one year, a policy which requires employees to comply with stipulations of the Kansas Safety Belt Use (K.S.A. 8-2503) and Child Passenger Safety (K.S.A. 8-1344) Acts when engaged in official travel by public or private vehicle. A model policy is available from KDOT (785-296-3618) upon request.

5) That it is reasonable for KDOT to expect an average of at least two (2) enforcement contacts per reimbursed hour of enforcement by the Project Agency over the term of each NSEP year.

6) To prepare and deliver to the Secretary during and upon completion of the Project all reports as required by the Secretary.

7) To pay actual project costs prior to submitting any reimbursement claim to the Secretary. After the added salary costs have been incurred, the Project Agency shall submit reimbursement invoices to the Secretary.

8) Funds provided under this Agreement shall not supplant any salary expenditure provided for by the Project Agency's current budget.

9) The services to be performed by the Project Agency are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.

10) To maintain accounting records, which shall be made available at all times during the agreement period and for five (5) years from the date of the final payment. The Secretary shall have access to the premises to review and insepct the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.

11) Upon request from the Secretary, the Project Agency shall supply progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

12) It is the policy of the Secretary to make any final payments to the Project Agency for services related to the Highway progam in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Government and Non-Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule.)

The Secretary may pay any final amount due for the authorized work performed based upon the Project Agency's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Agency, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The Project Agency agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.

13) If they have not already done so, the Project Agency shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc (D & B) by telephone (currently 866-705-5711) or the Internet (currently http://fedgov.dnb.com/webform).

14) The Project Agency agrees it shall maintain current registrations in the System for Award Management (http://www.sam.gov) at all times during which they have active federal awards.

Article III - THE PARTIES AGREE:

1) Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.

2) This Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Agency shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination.

3) The NSEP application, Attachment 1, is incorporated by reference and made a part of this Agreement.

4) Attachment 2, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.

5) The Certification of the Project Agency, Attachment 3, is incorporated by reference and made a part hereof.

6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.

7) If the total value of this agreement exceeds $100,000, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 5 to this agreement and be incorporated by reference and made a part thereof.

8) This Agreement shall be binding upon the parties hereto and their successors and assigns.

9) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10) The goal of this contract is to reduce death and injury on Kansas roads. A strategic combination of education and enforcement plays a vital role in achieving this reduction.

LOCAL AUTHORIZING OFFICIALS

X

Mayor Jim Falkner

X

Anthony Celeste

KANSAS DEPARTMENT OF TRANSPORTATION

Michael S. King
Secretary of Transportation for the
State of Kansas

Revised 10/23/2014