

MOBILE COUNTY COMMISSION, SOUTH REGIONAL HIGHWAY SAFETY OFFICE

P.O. BOX 1443, MOBILE, ALABAMA 36633

Phone: (251) 574-8659 Fax: (251) 574-4901

AGREEMENT FOR OVERTIME FUNDS

(This agreement supersedes all others)

1. The Mobile County Commission, Regional Highway Safety Office, hereinafter referred to as the South Alabama Regional Highway Safety Office (SARHSO) and the **CITY OF FOLEY**, hereinafter referred to as **AGENCY**, hereby enter an agreement for 100% reimbursed funded salary plus allowable fringes for overtime enforcement service performed during grant specified enforcement period by its AGENT, hereinafter referred to as **FOLEY POLICE DEPARTMENT** which may be used synonymously with AGENCY since AGENT works for the AGENCY. AGENCY is solely responsible for the acts and omissions of its employees and agents. This agreement does not establish a relationship between AGENCY, SARHSO and Mobile County Commission. To the extent permitted by law, the AGENCY hereby agrees to protect, defend, indemnify and hold Mobile County Commission and the SARHSO free and harmless from any and all losses, claims, demands, liens, debts, personal injuries and death (including those by employees of AGENCY), and damages to property (including property of AGENCY) in any way arising from this agreement which are caused by the acts or omissions of the AGENCY or AGENT.
2. This funding is made available to AGENCY under approved grants between the Mobile County Commission, SARHSO, and the State of Alabama Department of Economic and Community Affairs – Law Enforcement and Traffic Safety Division (ADECA/LETS). The obligations of the SARHSO under this agreement are contingent upon the SARHSO's receipt of grant funds and all commitments for reimbursement shall be limited to the availability of these grant funds.
3. Allocated funding under these grants is for overtime traffic enforcement and shall only be used during the designated enforcement period listed below as directed by ADECA. The AGENCY has been awarded the following dollar amounts under this agreement.

Grant Name	ADECA GRANT #	AWARD AMOUNT	ENFORCEMENT PERIOD
Hot Spot Impaired Driving Enforcement Project	14-HS-M5-004	\$11,000.00	February 1 - September 15, 2014
CFDA NUMBER	20.616, Section 405-d		Alcohol Hot Spot Areas within a 5-mile radius
TOTAL AWARD		\$11,000.00	

1. AGENCY must use allotted funds under each listed Grant for overtime traffic enforcement during specified enforcement periods as designated by ADECA or SARHSO. **SARHSO in the required hot spot areas assigned by ADECA & SARHSO.**

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Foley Police Department

2. AGENCY must use these funds for full-time employees only and be working on an overtime basis. Overtime pay must coincide with departmental overtime policy. **AGENCY will provide SARHSO a copy of department policy or if one does not exist, a memorandum stating the compliance of the Standard and Fair Labor Act as it pertains to overtime. AGENCY must also fill out a written overtime policy form provided by SARHSO and return with this contract.** AGENCY will not use these grant funds to supplant straight-time salaries or fringe benefits.
3. AGENCY agrees to participate in the grant program according to all the policies and procedures established by the SARHSO. This would include, but not limited to enforcement of speeding laws, safety belt/child restraint laws, impaired driving laws, participating in press conferences and holiday blitz periods. All citations and/or warning tickets must be issued during the overtime period worked. No outside contacts may be used to support grant documentation. Submitting any outside documentation will automatically halt all monies and an audit will be conducted of the program immediately.
4. **AGENCY shall appoint and support a traffic safety coordinator from their law enforcement department. This person will be responsible for submitting required documentation of overtime hours, geographic areas worked at specific times, numbers and types of citations written by each officer, and other required reports to the SARHSO. Each traffic safety coordinator will also be responsible for the overall coordination of this project within their department.**
5. The AGENCY agrees to submit all reimbursement statements, contact reports and supporting documentation to the SARHSO **on or before the 7th of the month following the month of performance.** If the 7th falls on a weekend, submission will be the following business morning. **No reimbursement to AGENCY will be made and any outstanding payment of funds will be automatically suspended until proper documentation is received.** **The AGENCY will have seven (7) business days from the closing date of this grant to submit all FINAL reimbursement claims.** **Any claims submitted after this date will not be paid.** The AGENCY is solely and exclusively responsible for all expenditure sheets submitted and shall insure the accuracy of all reports submitted, including but not limited to the hours reporting, the computation of reimbursement, and the rate of payment.
6. SARHSO may terminate this agreement without notice at any time due to lack of funding, non-compliance with this agreement, failure or refusal of AGENCY to participate in grant activities or for any reason whatsoever.

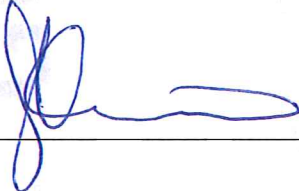
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7. SARHSO agrees to reimburse the AGENCY for actual enforcement/administrative overtime worked under this agreement, provided the overtime is consistent with the SARHSO documentation requirements. Adjustments in the funding level, time period, or scope of this agreement may only be accomplished through written amendment upon recommendation of the SARHSO Director.

SIGNATURE	TITLE	DATE
	David W. Wilson, Chief Foley Police Department	3. 17-14
	City of Foley Authorized Official	3/20/14
	Connie Hudson, President Mobile County Commission	