

August 1, 2024



Michael Farve, Mayor
City of Bay St. Louis
Bay St. Louis Police Department
547 Main Street
Bay St. Louis, MS 39520

Project Number: PT-2025-PT-20-21
Funding Source and Title: 402 Police Traffic Services FY25

Dear Mayor Farve:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Bay St. Louis Police Department Grant Agreement for the Fiscal Year 2025. Your agency has been approved for 402 Police Traffic Services funding, in the amount of **\$33,750.00**, pending final review and approval by NHTSA in the FY25 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY25 grant activities begin October 1, 2024 and must be concluded by September 30, 2025. In addition, the FY25 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 14, 2025.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY25. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 2, 2024.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2024–September 30, 2025)

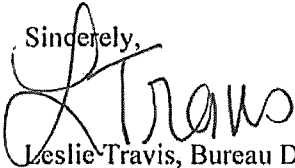
Mississippi Office of Highway Safety P.O. Box 1633, Canton, Mississippi 39046

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

**Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director
P.O. Box 1633
Canton, Mississippi 39046**

Please feel free to contact me at 601-391-4924 or LMccree@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Travis", written over the word "Sincerely,".

Leslie Travis, Bureau Director of Programs
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY25 MOHS GRANT AGREEMENT

MS Office of Highway Safety

P.O. Box 1633

Canton, MS 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: City of Bay St. Louis Bay St. Louis Police Department 547 Main Street Bay St. Louis, MS 39520 Telephone Number: (228) 467-9222 E-Mail: ccardinale@baystlouis-ms.gov		2. Effective Date of Grant: October 1, 2024 3. Subgrant Number: PT-2025-PT-20-21 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY25 5. Beginning and Ending Dates: October 1, 2024 – September 30, 2025 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method	
7. CFDA # - 20.600		8. UEI # - GRTLUN1WF5F9	
10. A:FAIN #: 69A37521300004020MS0 69A37522300004020MS0 69A37523300004020MS0		11.A: Initial Federal Award Date: 11/10/2020 12/15/2021 11/30/2022	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date: 12. Research and Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Continuation Grant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$33,750.00	(1) Federal	\$33,750.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$33,750.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 1	402PT
TOTAL	\$33,750.00	TOTAL:	\$33,750.00
			\$0.00
			\$0.00
			\$33,750.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Signature _____ Date _____ Name: Michael Favre Title: Mayor, City of Bay St. Louis	

FY25 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY25.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part time that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY25 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Bay St. Louis/Bay St. Louis Police Department

List the target(s) that the sub-grantee will accomplish during the FY25 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Bay St. Louis Police Department will maintain the number of unbelted fatalities from 0 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of Bay St. Louis Police Department will maintain the number of unbelted injuries from 6 in 2021 to 6 by the end of 2025.

The jurisdiction/agency of Bay St. Louis Police Department will maintain the number of speed fatalities from 0 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of Bay St. Louis Police Department will maintain the number of speed injuries from 7 in 2021 to 7 by the end of 2025.

Performance Measures:

Maintain the number of grant funded Seatbelt citations from 261 in FY23 to 261 in FY25.

Maintain the number of grant funded Child Restraint citations from 14 in FY23 to 14 in FY25.

Maintain the number of grant funded Speed citations from 676 in FY23 to 676 in FY25.

Strategies:

Overtime Enforcement

2 Checkpoints

5 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY25 MOHS TASKS BY QUARTERS

Agency Name: City of Bay St. Louis/Bay St. Louis Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 0 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 65 Seat Belt citations during quarter, to reach a goal of 261 for FY2025.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal of 14 for FY2025.

Issue a minimum of 169 Speed citations during quarter, to reach a goal of 676 for FY2025.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$8,437.50

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Bay St. Louis/Bay St. Louis Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 0 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 65 Seat Belt citations during quarter, to reach a goal of 261 for FY2025.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal of 14 for FY2025.

Issue a minimum of 169 Speed citations during quarter, to reach a goal of 676 for FY2025.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$8,437.50

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Bay St. Louis/Bay St. Louis Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 66 Seat Belt citations during quarter, to reach a goal of 261 for FY2025.

Issue a minimum of 4 Child Restraint citations during quarter, to reach a goal of 14 for FY2025.

Issue a minimum of 169 Speed citations during quarter, to reach a goal of 676 for FY2025.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$8,437.50

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Bay St. Louis/Bay St. Louis Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 65 Seat Belt citations during quarter, to reach a goal of 261 for FY2025.

Issue a minimum of 4 Child Restraint citations during quarter, to reach a goal of 14 for FY2025.

Issue a minimum of 169 Speed citations during quarter, to reach a goal of 676 for FY2025.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$8,437.50

FY25 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Bay St. Louis/Bay St. Louis Police Department				
2. Subgrant Number: PT-2025-PT-20-21	3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2024	5. Ending: September 30, 2025	
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item				
8. Description of item and/or Basis for Valuation		9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$33.75 per hour X @ approx. 1,000 hrs = \$33,750.00	\$33,750.00		\$33,750.00
Total Salaries = \$33,750.00				
TOTALS		\$33,750.00	\$0.00	\$33,750.00

Mississippi Office of Highway Safety

FY25 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
 - B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
 - C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
 - D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the
- FY25 MOHS Grant Agreement

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and 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 MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.

- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
- No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
 - In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency’s current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- L. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- M. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- H. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- I. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- J. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may 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 to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training ***must be*** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS ***will not reimburse*** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- i. 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid 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 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;
- iii. 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, subgrants, 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.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

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 officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier 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. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in 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 tier 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 or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier 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 tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the

eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)

9. 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.
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 the transaction for cause or default.

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 indicted for or otherwise criminally or civilly charged by a 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 tier 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

- i. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- ii. 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 which this transaction originated may pursue available remedies, including suspension or debarment.
- iii. 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.

- iv. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- v. The prospective lower tier 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 of agency with which this transaction originated.
- vi. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- vii. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- viii. 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.
- ix. 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 or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower 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 covered 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 participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
- ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154), and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and **will include Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and **will include Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober or Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's
 National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
 State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities which STEP officers working overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The

payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Bay St Louis (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

_____	_____
Authorizing Official’s Signature (Mayor, Board President, Commissioner, Director)	Date
_____	_____ <u>Mayor</u>
Print Authorizing Official’s Name	Authorizing Official’s Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Bay St Louis (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Bay St Louis Council
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Bay St Louis Council
(Governing Body of Unit of Government)

IN THE JURISDICTION Bay St Louis MISSISSIPPI, THIS _____ Day of _____, 20 _____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Michael Favre, Mayor is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 33,750- to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) Bay St Louis Police Dept has authorized and approved (print designated secondary signatory official name) Chenea Cardinale to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Chenea Cardinale Title: Admin. Asst.
(Designated Secondary Signatory Official)

Organization Name: Bay St Louis Police Dept

Mailing Address: 547 Main St

City: Bay St Louis Zip Code: 39520

Telephone Number: (228) 467-9222 Cellular Number: (228) 493-8021

Email Address: ccardinale@baysilouis.ms.gov

Signature of Designated Secondary Signatory Official: Chenea Cardinale

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: Mayor
(Authorizing Official)

**Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures**

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

Mayor



MISSISSIPPI
Office of Highway Safety

Mississippi Office of Highway Safety

Certification on Conflict of Interest 23 CFR 1300 Appendix A (Applies to Subrecipients)

Attention Sub-grantee,

Please note this certification on Conflict of Interest. A copy of this document should be placed in your agency's grant file.

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

If you have any questions, please contact your MOHS Program Manager.

Mississippi Office of Highway Safety, P.O. Box 1633, Canton, Mississippi 39046

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- 2) Supervisors may grant permission for officers to serve a backup function by allowing officers to:
 - (a) Block Intersections to protect other motorists;
 - (b) Utilize spike strips to slow/stop the pursuit;
 - (c) Respond to the area of where a pursuit concludes to assist with the capture of the suspect.
- 3) Dispatchers will contact the agency involved to begin sharing information;
- B. Due to limited radio communications with other agencies, supervisors will reevaluate the pursuit and terminate if necessary. Circumstances Regarding Pursuits Leaving the City of Bay St. Louis.
When a pursuit initiated by Bay St. Louis Police Employees leaves the City of Bay St. Louis and enters another jurisdiction:
 - 1) The primary officer will notify dispatch of direction of travel and jurisdiction being entered;
 - 2) The supervisor will evaluate the entire incident and decide if the pursuit should continue or be terminated;
 - 3) The supervisor will ensure only two (2) actively involved police units in the pursuit if the decision is made to continue;
 - 4) The dispatcher will notify the involved jurisdiction and request assistance.
- C. Assistance by Other Agencies

Because of the close proximity to other jurisdictions, it is reasonable that other agencies may become involved in pursuits in the City of Bay St. Louis. Officers will notify dispatch when an officer from another agency becomes actively involved in the pursuit. The dispatcher will notify the supervisor for further instructions.

In any incident where a pursuit enters the City of Bay St. Louis and then leaves the jurisdiction (i.e. a pursuit on the interstate) any officers that become involved in active pursuit will terminate once the pursuit leaves the city if two or more vehicles from outside agencies are already involved. If only one vehicle from an outside agency is involved in active pursuit, the supervisor may authorize further assistance and units to continue in active pursuit, only if the fleeing suspect has attempted or committed a violent felony as described in section 5.

10. COMMUNICATIONS CENTER RESPONSIBILITIES:

1. Immediately advise a supervisor of essential information regarding the pursuit, and designate a *controlling supervisor, if available.*
2. Carry out the following activities and responsibilities during the pursuit:
 - a. Receive and record relevant incoming information about the pursuit and the pursued vehicle and suspects;
 - b. Request another Communications Officer to assist with recording the information and communications on other radio channels involved in the pursuit;
 - c. Control radio communications and clear radio channels of all non-emergency calls;

RESTRICTED LAW ENFORCEMENT DATA

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- Instruct non-direct units to use a designated support channel;
- d. Obtain criminal record and vehicle checks of the suspects;
- e. Coordinate and dispatch back-up assistance, as directed or requested;
- f. Notify neighboring jurisdictions, when practical, that the pursuit may extend into their locality;
- g. Place emergency medical, fire, or hazardous materials responders on stand-by for rapid response in case of injury to persons, fire, or hazardous materials incident; &
- h. Verify the location and type of termination.

11. SUPERVISOR RESPONSIBILITIES:

It will be the responsibility of the shift supervisor to acknowledge officers request to engage in a high-speed pursuit and to determine if exigent circumstances exist to engage in the pursuit.

1. Make a determination as to allow or terminate a request to engage in or continue a pursuit;
2. Continually monitor evolving events, and provide direction, leadership, and instructions;
3. Summon additional assistance and resources as needed;
4. Coordinate, direct, and reinforce use of proper procedures;
5. Where possible, respond to the route where a pursuit is occurring, and to the location of the stopped vehicle, once the pursuit has ended;
6. Insure that the Patrol Commander is kept apprised of the decision, action taken, and results; &
7. Insure that that all *after action reports* are properly documented. All officers involved in the pursuit, either actively involved or serving in a backup capacity, shall complete a written report documenting all of the facts and circumstances as to their involvement prior to the end of their shift.

12. PURSUIT TACTICS:

1. Officers will not normally follow the pursuit on parallel streets unless authorized by the controlling supervisor or when it is possible to conduct such an operation without unreasonable hazard to other vehicular or pedestrian traffic.
2. When following the suspect vehicle, officers try to obey the *three to four second rule*, attempting to stay *at least three to four seconds behind the suspect vehicle*, as determined by estimating the passing times of fixed objects.
3. Patrol units with the most prominent markings and emergency lights are used to pursue, particularly as the primary unit.
4. Motorcycles may be used for pursuit only in exigent circumstances and when weather and related conditions allow. Motorcycles must disengage when direct support from marked patrol units becomes available.
5. A decision to discharge firearms at or from a moving vehicle is governed by the agency's *use of force* policy.
6. Use of roadblocks is prohibited.
7. Officers must use appropriate safety tactics and must keep in mind the necessity to use only *reasonable and necessary force* to take suspects into custody.

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8. Secondary or back-up officers, if available, will affect arrests; the pursuing officer assumes the role of backup, if feasible.

13. PROHIBITED TACTICS IN A VEHICLE PURSUIT

An active pursuit does not relieve nor protect the officer from the consequences of a reckless disregard for the safety of others.

The following tactics are strictly prohibited unless deadly force is justified.

- A. *Boxing-in* - A technique whereby two or more patrol units move into positions around the fleeing suspect vehicle, forcing a *box*. This can also be considered a form of *rolling roadblock*.
- B. *Roadblock* - Placing vehicles or objects in the path of a suspect's moving vehicle to encourage or force it to stop. Roadblocks are generally described as *stationary* or *rolling [moving]*.
- C. *Channelling* - A form of boxing-in or setting of conditions by emergency vehicles that directs vehicular traffic, or the suspect's vehicle, onto another roadway or into an area of limited escape. This can also be considered a type of *rolling roadblock*.
- D. *Controlled Contact (Ramming or Bumping)* - Often referred to as *Pursuit Intervention Technique [PIT]* or *Tactical Vehicle Intervention [TVI]*, these tactics are an intentional act of making contact with a suspect's moving vehicle to force it from its course of travel. These are skilled maneuvers that require specific officer training. Generally, *controlled contact* is undertaken at lower speeds, and is frequently intended to cause the violator leave the roadway in a methodical manner. Officers shall NOT bump and/or ram a fleeing vehicle unless circumstances exist that justify the use of deadly force.

14. PURSUIT TERMINATION TACTICS:

The decision to terminate a dangerous vehicle pursuit with force, that is, to use a patrol car as a weapon or other deadly force instrument was established by the U.S. Supreme Court in *Scott v. Harris*, No. 051631 on 30 April 2007. In this decision the court established the follow "Rule":

- The Rule: *An officer's attempt to terminate a dangerous high-speed car chase that threatens the lives of innocent bystanders does not violate the Fourth Amendment, even when it places the fleeing motorist at risk of serious injury or death.*

The shift supervisor has determined that such a use of force is a critical use of force incident, and should be employed only when it is perceived that the threat to officers and other innocent life is clearly present.

1. Any officer engaged in or supporting the pursuit may terminate the pursuit at anytime.
2. Generally, once a violator starts a high-speed vehicle pursuit it will be *successfully terminated* because of one or more of four means:
 - a. Violator decides to stop the pursuit;
 - b. Officer or supervisor termination due to unfavorable conditions as perceived by the officers;

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- c. Officer termination when the suspect is positively identified and may be arrested at a later date; and/or
 - d. Successful results from the deployment of termination tactics, techniques, or devices.
3. Primary pursuing unit and supervisor continually re-evaluate and assess the evolving situation, including the violator's actions, and terminate the pursuit whenever he or she reasonably believes the risks associated with continued pursuit are greater than the public safety benefit of stopping the violator's dangerous behavior by making an immediate apprehension.
4. In the event of a collision involving a vehicle or person, a back-up officer stops and renders assistance, including calling for medical assistance as necessary.
5. Intervention tactics short of deadly force [spike strips] may be used when it is possible to do so in safely, and when the officers utilizing the technique have received appropriate training in the applied tactic.

15. SPIKE STRIPS

Officers trained in the use of and issued spike strip systems may deploy spike strips as a non-lethal means to forcibly stop and/or slow down a fleeing vehicle.

Spike strips are designed to be used to stop vehicles with at least four wheels and on paved surfaces. Spike strips will NOT be used to stop motorcycles.

- A. When using a roadblock, spike strips will be deployed across the lane made available as an avenue for escape;
- B. Officers will NOT step in the path of a moving vehicle to deploy spike strips;
- C. Spike strips shall be utilized and deployed in the manner in which the officer is trained and only when deployment can be done in a safe manner with minimal risk to the officer.
- D. Officers deploying spike strips shall notify dispatch of the following so to notify pursuing units of their presence:
 - 1) The exact location where the officer is setup;
 - 2) The exact lane in which the spike strips will be deployed;
 - 3) Once deployed, if the suspect vehicle drove over the spike strips.

Once spike strips are successfully deployed and the spikes on the particular system need replacing, the officer will notate such information in their written report and request from the property officer that the spikes be replenished/repaided/replaced.

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16. MEDICAL ASSISTANCE

In the event any person is injured during the pursuit, the involved officer(s) shall immediately provide, or arrange for providing, medical care. The care for human life will take priority over the capture of a fleeing suspect in the vast majority of situations. If the pursuit must be continued to prevent additional deaths or injuries, the pursuing officer(s) must make arrangements, via radio, to provide the victim(s) alternate care.

17. PURSUIT REVIEW

- A. The supervisor of the officer that initiated the pursuit will immediately conduct a complete review of the pursuit following the incident. If the officer's supervisor was involved in the pursuit or is not available, the review will be conducted by an on duty patrol supervisor. The review of the pursuit will include but is not limited to:
 - 1. Comprehensive statements from all departmental personnel involved;
 - 2. Compilations of existing evidence and data related to the incident including all in car and body worn recordings;
 - 3. Audio recordings of radio transmissions related to the pursuit from dispatch.
- B. As needed, the Command Staff will convene a review group to review each pursuit for the purpose of addressing policy violations, discovering training and equipment needs, and recommending needed policy changes.

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LEAVE / OVERTIME

Section 110. Compensatory Time/Overtime.

An employee who is not exempt from the provisions of the Fair Labor Standards Act (FLSA), who works overtime, i.e., works in excess of the number of hours allowed per week as designated under FLSA, may be entitled to receive, at his or her option, either overtime pay or compensatory (comp) time.

No employee may work any overtime without first obtaining the approval of his or her Department Director.

Overtime shall be defined as all work performed in excess of the hours permitted under the FLSA work week.

Compensatory time is defined as time off granted an employee in compensation for hours worked in addition to the employee's regularly scheduled work day or work week.

The City of Bay Saint Louis compensates overtime at the rate of one and a half (1.5) times the normal rate of pay for hours worked in excess of the number of hours allowed per work week as designated under the FLSA.

Fire Department shift personnel shall refer to their Standard Operating Guidelines for an explanation of how their time is calculated in accordance with FLSA guidelines.

Only actual hours worked count towards computing overtime.

Employees will not be allowed to accumulate any compensatory time in excess of one hundred (100) hours. Any compensatory time accumulated in excess of one hundred (100) hours will be paid as overtime.

All comp time must be used before annual leave is used.

Executive, professional, administrative, and any other employees who are exempt from the FLSA shall document all their actual hours of work on their official timesheet; however, such employees may only be paid for a maximum of forty (40) hours per week.

No employees or compensatory time can be accrued by any exempt employee. Exempt employees who work more than forty (40) hours per week, may take short periods of leave (less than one day and not to exceed the amount of extra hours worked that week) without charge to their accruals, if approved by the Department Director and/or the Mayor, if taken in the same work week, and if their work schedule so allows.

Exempt employees are typically paid a salary that is not subject to deductions for hours not worked.

- Deductions from an exempt employee's salary, however, will be made for absences from work for one or more full days for personal reasons other than sickness or disability and the employee has no accrued vacation time;
- For absences of one or more full days due to sickness or disability in accordance with sick leave policies if the employee has no accrued sick or vacation time; or an unpaid disciplinary suspension of one or more full days for workplace misconduct.
- An individual may also not be paid his or her full salary during the initial or terminal weeks of employment if the full week is not worked.
- For penalties imposed for infractions of safety rules of major significance, or
- For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

- It is the policy of the City of Bay Saint Louis to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all managers from making any improper deductions from the salaries of exempt employees.

All employees need to be aware of this policy and of the fact that the city does not allow deductions that violate the FLSA.

If you believe that an improper deduction has been made to your salary you should immediately report this information to your direct supervisor, or the Human Resources Manager. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for such improper deductions.

Section 111. Position Descriptions

Position descriptions and job specifications shall be maintained by the Human Resources Division and may also be contained in the specific Department/Division Standard Operating Guidelines.

The position description does not constitute an employment agreement between the City of Bay Saint Louis and any employee and is subject to change, without notice, as the needs of the City and/or the requirements of the job change or as otherwise required.

Examples of duties listed in the position description are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position, or if circumstances require immediate action.

Section 112. Performance Evaluation

No less than once every fiscal year, at or near each employee's anniversary date (no later than the end of the fiscal year), the employee's supervisor shall complete, sign and date the appropriate Performance Evaluation Form for each employee under his or her supervision and, within a reasonable period thereafter, review the Evaluation Form with the employee.

The employee is asked to sign the rating form as an acknowledgment that it was completed and that he or she is aware of its contents. The employee may add comments if he or she so desires.

The completed evaluations will be reviewed and/or signed by the Department Director, or Mayor, each of whom, in his or her judgment, may change the recommended rating or return the Form for reconsideration by the supervisor or representative.

Section 113. Promotions/Lateral Transfers

1. Employees are encouraged to apply for any vacancy for which they may qualify. Any current employee interested in applying for a transfer, or promotion to an open position, must file a completed City job application form with the Human Resources Division in accordance with instructions listed on the job posting. A City employee application for such a position will be considered in the same manner as all other applications.
2. An employee selected for promotion or lateral transfer will take all accruals with him or her to the new position. Neither a promotion nor a lateral transfer will change an employee's date of hire. If the position to which an employee has been transferred or promoted carries benefits different from those of the previous position, the person becomes eligible for the benefits of the new position upon assuming the new position.
3. The Department Director may make temporary assignments for a specified time or assignments as necessary. Such appointments are made on "acting" basis, and the

- employee returns to his or her regular position upon completion of the assignment.
4. It is subject to the discretion of the Director and approval of the Mayor as to whether the employee is paid the higher salary if the "acting" position is classified higher. It is not to be inferred that a temporary assignment will carry the position's higher salary.

Section 114. Compensation

New Employees: All new employees will ordinarily be paid at the entry step of a grade, but some consideration may be given for prior experience, qualifications and/or training with the approval of the Mayor.

During a City Declared State of Emergency: In the event that a State of Emergency is declared in the City of Bay Saint Louis by the City Council, according to law, those employees required to work during the period of the State of Emergency shall be compensated as follows:

1. *Employees not exempted from FLSA:* Such employees, if required to work during the period of the State of Emergency, shall be compensated at their regular hourly rate for each hour worked. Such employees are entitled to overtime as set forth in this Handbook.
2. *Employees exempted from FLSA:* Such employees, if required to work during the period of the State of Emergency, shall be compensated for each hour worked at an hourly rate determined by dividing the employee's annual base salary by 2080 hours. Exempt employees working voluntarily and not directed to work shall not be compensated.
3. Employees may only be required to work by the Department Director or the Mayor, who may communicate that requirement to the employees directly or through the employee's supervisor(s).
4. All hours required to be worked by any employee, and actually worked during a State of Emergency, shall be documented on the employee's time sheet.

Section 115. Holiday Benefits

The City of Bay Saint Louis City Council shall annually adopt a holiday schedule for all employees.

1. All employees except part-time and temporary employees shall receive eight (8) hours pay for each holiday as annually designated by the City Council.
2. To receive pay for an observed holiday an employee must not have been absent without approved leave either on the workday before or after the holiday or the holiday itself.
3. *Holiday time shall not be considered "worked time" for purpose of overtime calculations.*
4. Unless otherwise declared by the City Council or by state law or local ordinance, in the event a holiday falls upon a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday.

Section 116. Bereavement Leave

1. A probationary or regular full-time employee who has a member of his or her immediate family taken by death shall receive up to twenty-four (24) hours off with pay as bereavement leave to arrange and/or attend funeral activities.
2. A part-time employee under similar circumstances shall receive twelve (12) hours off with pay as bereavement leave.
3. If additional time is necessary, it shall be taken as compensatory time off or vacation leave, with advance authorization by the Department Director.

4. If compensatory leave or vacation leave is not available, it shall be taken as unpaid leave with advance authorization by the Department Director.
5. Employees who require time off due to the death of an immediate family member (in order to obtain bereavement leave) should immediately notify their supervisor and/or Department Director.
6. "Immediate family" shall be defined as:
 - a. Spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.
 - b. A current step-child, step-father, step-mother, step-father-in-law and/or step-mother-in-law may also fall under this definition.
 - c. An aunt, uncle, or cousin who is a dependent of or who resides in the household of the eligible employee, or over whom the eligible employee is a court appointed guardian or conservator, may also be treated as "immediate family" under this section.

Section 117. Jury/Court Leave

Any probationary, appointed full-time, or regular full-time or part-time employee who is required to serve on a jury, or as a result of City duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. The employee may retain any jury and mileage fees received.

A probationary employee called to serve will have his or her probationary period extended by the same amount of time as was served on jury duty if the period of jury service exceeds five (5) days.

Section 118. Family and Medical Leave Act (FMLA)

All regular and appointed full-time and part-time employees, who have worked more than one (1) year and during that year have worked more than 1250 hours, shall be entitled to take up to twelve (12) weeks of unpaid, job-protected leave for specified family and medical reasons, as provided in the Family and Medical Leave Act of 1993 (FMLA). All employees requesting leave under this policy must complete the Family/Medical Leave Form available through the Human Resources Division.

Covered Family and Medical Reasons. An eligible employee shall be entitled to twelve (12) weeks of unpaid leave during one rolling twelve (12) month period for one (1) or more of the following reasons:

1. the birth of the employee's child or placement of a child with the employee for adoption or foster care;
2. to care for the employee's spouse, child, or parent with serious health condition; or
3. to take medical leave when the employee is unable to perform the essential functions of his/her job because of a serious health condition.

A serious health condition shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

An employee may take such leave if a serious health condition makes the employee unable to perform the functions of his or her position. Employees with questions about whether specific illnesses are covered under this policy or under the City's sick leave policy are encouraged to meet with the Human Resources Manager.

Employee eligibility. An employee shall be entitled to family leave when he or she meets the following criteria:

1. The employee has worked for at least twelve (12) months for the City. The twelve (12) months need not have been consecutive. If the employee was on the payroll for part of the week, the City will count the entire week. The City considers fifty-two (52) weeks to be equal to twelve (12) months.
2. The employee has worked for the City for at least 1250 hours over the twelve (12) months before the leave would begin.

When both spouses are employed by the City, they are entitled to share a total of twelve (12) work weeks of family and medical leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Calculation of Leave. Eligible employees can use up to twelve (12) weeks of FMLA leave during a rolling twelve (12) month period as previously described. The City will use a twelve (12) month period measured backward from the date an employee needs to use any FMLA leave, paid or unpaid.

Maintenance of Benefits. An employee shall be entitled to maintain group health insurance coverage on the same basis as if he or she had continued to work at the City. To maintain uninterrupted coverage, the employee will have to continue to pay his or her share of insurance premium payments either through payroll deduction or by direct payment. This payment shall be made either in person or by mail to the Human Resources Division by the first (1st) day of each month.

If the employee's payment is more than thirty (30) days overdue, then the City will drop the coverage after notifying the employee at least fifteen (15) days in advance of its intention.

If an employee informs the City that he or she does not intend to return to work at the end of the leave period, the City's obligation to provide health benefits ends.

If an employee chooses not to return to work for reasons other than a continuing serious health condition, the City will require the employee to reimburse the City the amount the City contributed towards the employee's health insurance during the leave period.

The City will continue making payroll deductions while the employee is on paid leave. *While the employee is on unpaid leave, the employee must pay all voluntary benefit payments that would otherwise have been deducted via the payroll process.*

Earned benefits, such as seniority, vacation leave, sick leave and holiday benefits *will not accrue* during the unpaid portion of the leave period. However, the use of FMLA leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

Job Restoration. An employee who utilizes FMLA leave under this policy will be restored the same job or a job with equivalent status, pay, benefits and other employment terms.

The City may choose to exclude certain highly compensated, "key" employees from this job restoration requirement, and not return them to the same or similar position at the completion of FMLA leave.

These "key" positions include, but are not limited to, Department Heads, the Police Chief and the Fire Chief.

Employees who may be excluded will be informed of this status when they request leave. If the City deems it necessary to deny job restoration for a key employee on FMLA leave, the City will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.

Use of Paid and Unpaid Leave:

1. If an employee has accrued paid leave of less than twelve (12) weeks, the employee will use paid leave first and take the remainder of the twelve (12) weeks as unpaid leave.
2. If an employee takes leave under this plan because of his or her own serious medical condition or the serious health condition of an immediate family member, the employee will first use all paid vacation, comp time, or sick leave, and then will be eligible for unpaid leave.
3. Any combination of family leave and medical leave may not exceed twelve (12) weeks within any rolling twelve (12) month period as described above.
4. An employee using leave for the birth of a child will use any accrued paid sick leave for physical recovery after childbirth. The employee then may use all paid vacation and comp time, then will be eligible for unpaid leave for the remainder of the twelve (12) weeks.
5. An employee using leave for the adoption or foster care of a child will use all paid vacation and comp time first and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks. The use of sick leave will not be allowable in such cases.
6. In certain cases, intermittent use of the twelve (12) weeks of FMLA leave or a part of a reduced work week may be allowed by the City. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to discuss and gain approval for such use from the employee's Department Director and the Mayor.

If the need to use leave is foreseeable and based on preplanned and prescheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the City's operations.

In some cases, the City may temporarily transfer an employee using an intermittent schedule, or a reduced work week, to a different job with equivalent pay and benefits, if another position would better accommodate the intermittent or reduced schedule.

When an employee plans to take leave under this policy, the employee must give the City thirty (30) days notice. If it is not possible to give thirty (30) days notice, then the employee must give notice as soon as is reasonably possible.

While on leave, employees are required to report regularly to their supervisor regarding the status of the medical condition and their intent to return to work.

On occasion, the City may require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or may require the employee to provide certification of an employee's or immediate family member's serious health condition by a qualified health care provider. The employee will respond to such a request within fifteen (15) days of the request, or provide a reasonable explanation for the delay.

Qualified health care providers may include doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, and optometrists.

When seeking certification of a serious medical condition, an employee should ensure that the certification contains the following:

1. Date when the condition began; expected duration; diagnosis; and a brief statement of treatment.

2. If the employee is seeking medical leave for his or her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.
3. For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
4. If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

If deemed necessary, the City may ask for a second opinion. The City will pay for the employee to get a certification from a second doctor, which the City will select. If there is a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. The City and employee will jointly select the third doctor, and the City will pay for the opinion. The third opinion will be considered final.

Other requirements, terms, conditions, and/or obligations that arise out of and/or pertain to leave designated as family medical leave (FMLA) may be found in federal, state, and/or local laws or regulations, forms that are required to be completed and submitted in conjunction with such leave, and other City policies.

Section 119. Military Leave

Employees are permitted to be absent from employment as "military leave" for service with the Armed Forces when the employee participates in:

1. Annual Training (Summer Camp)
2. Active Duty Training (School)
3. Inactive Duty Training Assemblies (Weekend Drills)
4. Extended leave of absence for voluntary active duty service (Enlistment)
5. Involuntary call-up

Military leave of absence shall not result in loss of seniority status or pay which would have normally accrued if the employee had not been absent for such purposes.

Annual leave and sick leave will not accrue while an employee is on military leave without pay.

Employees going into or returning from military service may elect to continue Health Plan coverage as mandated by the Uniformed Services Employment and Re-employment Rights Act, or other governing law, under the following circumstances. These rights apply only to employees and their dependents covered under the Plan before leaving for military service.

1. A person who elects to continue health plan coverage may be required to pay up to 102% of the full contribution under the Plan. A person on active duty for thirty (30) days or less cannot be required to pay more than the employee's share, if any, for the coverage.
2. An exclusion or waiting period may not be imposed in connection with the reinstatement of coverage upon re-employment if aforementioned period would not have been imposed had coverage not been terminated because of service. However, an exclusion or waiting period may be imposed for coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed service, Plan exclusion and waiting periods may be imposed for any sickness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, military service.
3. The maximum period of coverage of a person under such an election shall be the lesser of:
 - (a) The eighteen (18) month period beginning on the date on which the person's

absence begins; or

(b) The day after the date on which the person was required to apply for or return to a position or employment and fails to do so.

If an employee desires to maintain medical insurance on dependents while he or she is on military leave, the employee must pay premiums for dependents.

The City is obligated to grant military leave with pay to the employee for absences not exceeding fifteen (15) days per calendar year. The City will not require the employee to use normal annual leave (accrued vacation) for such purposes. The employee may, however, request use of vacation, or leave without pay to supplement absences exceeding those covered by the fifteen (15) day

Military

Leave allowance. Annual leave and sick leave will not accrue while an employee is on military leave that is outside of the aforementioned fifteen (15) day per calendar year period and if he or she is not on annual leave or sick leave.

The City will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

An employee promoted or hired to fill a vacancy created by a person on military leave is appointed to the position subject to the return of the absent employee. Upon such return, a promoted employee is restored to his or her original position or an equivalent position. A replacement employee is subject to layoff if no other position is available.

SECTION 119.1 Employees' Responsibilities.

1. Without limitation, employees are responsible for timely providing copies of all military orders that will result in a leave of absence for active military duty to their Department Director(s).
2. Orders must specify the duties of absence, promulgation authority, letter order number and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.
3. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action, including termination of employment.
4. Employees shall provide inactive duty training dates (weekend drills) to their Department Director(s) as soon as available if the dates conflict with scheduled employment with the City.
5. Extended leave of absence (exceeding fifteen (15) calendar days per calendar year allowance) will be pursuant to the City's policy on LEAVE OF ABSENCE WITHOUT PAY or the policy on ANNUAL LEAVE.

SECTION 119.2 Accounting Procedures.

1. All military leaves will be processed via the Personnel Action Form, copies of which are available from the Human Resources Division. Military Leave (i.e., fifteen (15) calendar days military leave allowance each calendar year) will be accounted for in increments of twenty-four (24) hour periods (from 0001 hours to 2400 hours).
2. A firefighter's twenty-four (24) hour on-duty shift counts as one (1) day of military leave. One day of leave for a firefighter is his normal twenty-four (24) duty shift.
3. It is the responsibility of the official verifying timecards in each Department to annotate the use of military leave on the employee's monthly time card. Military leave will be registered on the time card by use of the designation "ML."

Section 120. Sick Leave

All probationary and regular full-time employees, whether paid on an hourly basis or by salary, are entitled to sick leave. Part-time, temporary and seasonal employees are not entitled to sick leave pay.

Employees will begin to accrue sick leave on the day he or she begins work, but may not use it until the employee has completed his or her probationary period and become a full-time employee.

1. An employee will accrue one (1) hour for each thirty-seven (37) hours of regular time per pay period.
2. Unused sick leave may be carried over with no limitations.
3. Sick leave will be granted when you are incapacitated from the performance of your duties by sickness or injury, including injury suffered on the job.
4. No payment will be made of unused sick leave upon termination of employment.
5. Sick leave will not be allowed in advance of being earned. If an employee does not have sufficient leave to cover a period of absence, no allowance will be granted in advance or in anticipation of future sick leave credits. In such cases, a payroll deduction for the lost time for which there is no sick leave will be made. However, earned vacation or personal time may be used if the employee elects to do so in writing and it is approved by the Department Director and/or Mayor. The payroll department must be notified in writing, with appropriate approval of any sick time lost or time lost for any reason.
6. To qualify for sick leave, you must notify your immediate supervisor or Department Director before the starting time of the day that you will be absent. If that is not possible, you must notify your immediate supervisor or Department Director within one (1) hour of your scheduled work time.
7. Failure to notify the employee's Department Director or designated supervisor may result in denial of such leave pay and in disciplinary action, including termination of employment.
8. The employee should let the supervisor know when the employee expects to return to work.
9. Sick leave that exceeds three (3) consecutive work days must be confirmed by a qualified doctor's statement submitted to the supervisor after the third (3rd) consecutive day of absence.
10. The doctor's statement must contain a statement that the employee is fit to return to work or a statement as to when the employee will be fit to return to work. "Qualified doctor" shall be a duly licensed doctor of medicine, osteopathy or dentistry. Fire and Police Departments will refer to departmental Standard Operating Guides.
11. If the sick leave is not confirmed by a doctor's statement after the third consecutive day of absence, the Department Director may place the employee on unpaid leave for the period of absence until the excuse is submitted, or may require the employee to use accrued comp time or vacation time for the absence.
12. Sick leave used during an employee's last two (2) weeks of employment must be documented by a qualified doctor as previously defined in statement 10.

Section 120.1 Catastrophic Leave

When a catastrophic illness or injury incapacitates an employee or a member of his or her family for an extended period of time, fellow employees may donate accrued vacation and sick leave credits to that employee under the specific requirements of the city's catastrophic leave program. Donations shall be strictly voluntary.

Definitions:

Catastrophic illness or injury is an illness or injury that:

1. Is expected to incapacitate the receiving employee for a period of time, or

2. Incapacitates a member of the receiving employee's immediate family (for this purpose immediate family is defined as child, parent or spouse), whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and
3. Which would create a financial hardship for the receiving employee if he or she were required to take extended time off of work because he or she has exhausted all of his or her eligible leave credits, which includes sick, vacation and personal leave.

Eligible Donating Employee: An employee, who has completed their one (1) year probationary period and has a minimum of forty-four (44) hours of accrued vacation, may donate to the eligible receiving employee. Where there is no maximum allowed donation, a donor may not bring their vacation accrual balance below forty (40) hours as a result of donations. In order to donate leave hours an eligible employee must fill out a Catastrophic Leave Donation Form available from the Human Resources Division.

Eligible Receiving Employee: An employee who has completed their one year (1) year probationary period, has exhausted all leave credits (i.e. sick, vacation, and personal leave), and has not received any catastrophic leave within the preceding twelve (12) months may access the Catastrophic Leave Program.

This program may not be used to supplement disability or workers' compensation payments.

Employees wishing to access this program must fill out an Employee Request for Catastrophic Leave Participation Form available from the Human Resources Division.

Eligible Leave Credits: Sick, vacation and personal leave accrued to the donating employee.

Donation: The donation of accrued leave time only, which is completely voluntary. The donations hours may be as little as one (1) hour in full hour increments.

Termination: In the event the employee returns to work, or the need is no longer there because of death of employee, spouse or child, or other circumstances of separation of employment, any remaining donated leave will be returned to the donating employee.

Section 121. Annual/Vacation Leave

Annual leave, also known as vacation leave, for probationary and regular full-time employees shall accrue from the date of hire, but may not be taken until the beginning of the month following 180 days of employment during the initial one (1) year probationary period.

Annual/Vacation Leave accrues as follows:

1. Employees with ten (10) years of continuous service or less accrue one (1) hour for each 26 hours of regular time per pay period.
2. Employees with ten (10) years or more of continuous service accrue one and one-half (1.5) hours for each 26 hours of regular time per pay period.
3. Firefighters working a 24 hour shift and all commissioned police officers should refer to their Standard Operating Guidelines for annual/vacation leave accrual guide.

Vacation is considered to be a benefit which must be taken before the end of the following employment year.

Unused vacation time in excess of a two year accrual shall be forfeited. However, if taking annual/vacation leave will be a hardship to the Department, the Mayor can allow the employees to carry over the unused vacation leave to the next year, with appropriate references to the Human Resources and Payroll Divisions.

Employees may cash out a maximum of two hundred-forty (240) hours of accrued annual/vacation leave at the time of separation from the City. Accrued vacation in excess of two hundred-forty (240) hours shall be credited to the Public Employees Retirement System (PERS).

The employee's wishes as to the inclusive dates of the vacation leave period will be carefully considered; however, the essential need for continuing City operations will be a primary factor for consideration in either approving or disapproving vacation leave periods.

Requests for annual/vacation leave must be made to the Department Director for approval in advance of the time the employee wishes to take the leave and time off.

The Mayor will approve all requests for annual/vacation leave for Department Directors or members of his administrative staff.

Section 122. Personal Leave

Personal Leave is an added benefit for probationary and full-time employees of the City of Bay Saint Louis and will be accrued as follows:

1. An employee will accrue one(1)hour for each fifty-two (52) hours of regular time per pay period.
2. Unused personal leave in excess of a two-year accrual shall be forfeited.
3. Personal leave can be used for any purpose; however an employee must request and receive approval from the employee's Department Director in advance of the time the employee wishes to take personal leave and time off.

SECTION 123. Leave of Absence Without Pay.

1. When any employee must be absent from work and has no appropriate leave accrued, the Department Director may grant a leave of absence without pay for a period not to exceed forty (40) hours.
2. Any leave of absence without pay for a period exceeding forty (40) hours must also be approved by the Mayor.
3. In no case, however, may a period of leave of absence without pay exceed ninety (90) days.
4. During the period of approved and unpaid leave, the employee must pay for any optional insurance coverage at the employee rate on a pro-rata basis during the period of unpaid leave.

SECTION 124. Travel and Training.

1. Certain employees may be authorized to utilize a City credit card for reasonable and necessary expenditures made by employees while on official City business.
2. Mileage will be reimbursed at a rate per mile equal to the allowable Internal Revenue Service ("IRS") rate; all other allowable expenses on actual cost basis.
3. All expenses must be itemized. Claims for reimbursement of travel expenses, other than mileage, shall be accompanied by invoices and/or receipts showing proof of payment of such claims, except the daily meal per diem as provided hereafter.

4. City travel and meal expenses may have ceilings above which expenditures are non-reimbursable. Employees are urged to obtain this information from the City's Purchasing Agent prior to travel.
5. Every effort will be made to provide a city-owned vehicle for travel. When the city can provide a vehicle it should be used.
6. Declining the use of a city-owned vehicle will be reason to deny mileage expense reimbursement to the employee.

SECTION 124.1 - Travel While on City Business.

1. Overnight Trips-Must always be approved by the Mayor and may also need the approval of the City Council.
 - a) *Lodging.* Hotel and Motel expenses may be charged to the City credit card. All authorized travel receipts must be signed and submitted to the Purchasing Department within five (5) working days upon return from an authorized trip. A reasonable class of accommodation shall be selected where choice is available. The single rate should be clearly indicated on all receipts. A purchase order may be utilized in lieu of the credit card. Failure of an employee to return the credit card and/or receipts within five (5) working days after employee returns to work may result in the employee personally paying for travel and being reimbursed upon return through the purchase order process for a period of one (1) year.
 - b) *Meals.* Meal reimbursements for all overnight trips are to be itemized on proper "Claim for Expense" forms. If the employee opts for a Per Diem Meal reimbursement, the rates are \$30.00 per day for in-state travel. Out-of-state travel per diem meal reimbursement shall be according to the Federal Registry. Gratuities are not reimbursable.
 - c) *Mileage Allowance.* Employees who utilize their personal vehicles on travel assignments will be allowed the allowable rate per mile as set forth in the federal Internal Revenue Service's rules, codes, and regulations.
 - i) No reimbursement for mileage shall exceed the dollar amount of round trip airfare at the coach rate on a licensed common carrier, plus approved auto rental or taxi fare at point of destination.
 - ii) When two (2) or more employees are attending the same seminar, convention, or meeting, car-pooling shall be practiced whenever possible. The actual odometer reading from City Hall to destination and return to City Hall will be used.
 - iii) If an employee, for his or her own convenience, travels by an indirect route or interrupts travel by the most economical route, the employee shall bear any extra expense involved. Reimbursement for such travel shall be only for that part of the expense that would have been necessary in order to travel.
 - d) *Out-of-State Travel.* Requires prior written approval by the employee's Department Director and a completed Travel Approval Request Form signed by the Mayor.
- 2) Local Travel and Expenses
 - a) *Local Meals.* Reimbursement for meals will be allowed only where the employee is attending a seminar or conference as a representative of the City for a specific purpose, or where the employee's attendance will directly benefit the City, provided the meal is included in the registration package. No reimbursement will be allowed for meetings that are of a social nature. The request for reimbursement of local meals should include the following information: date, place, the meeting attended, and the specific reason for attendance.

