

RESOLUTION NO. 2316

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE CHIEF OF POLICE OF THE CITY OF SALISBURY TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SALISBURY POLICE DEPARTMENT AND THE MARYLAND OFFICE OF HIGHWAY SAFETY AND TO ACCEPT GRANT FUNDING FOR THREE (3) SEPARATE TRAFFIC SAFETY PROGRAMS EACH WITH THEIR OWN CONDITIONS AND GRANT FUNDING AMOUNTS.

WHEREAS, the Maryland Office of Highway Safety and the Salisbury Police Department will enter into an agreement to cooperate successfully in serving the people of Salisbury, Wicomico County; and

WHEREAS, this MOU will include three traffic enforcement programs including: Saturation Patrols & Checkpoints, Smooth Operator, and Motorcycle Enforcement, each having clear procedures and different funding amounts; and

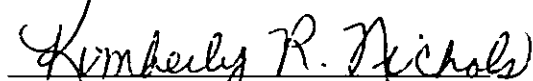
WHEREAS, this funding will provide reimbursement for police officers working overtime to enforce traffic violations for each of the listed programs: and

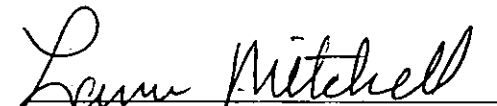
WHEREAS, officers will prepare and submit activity and performance reports to track the number of citations issued for each program resulting in safer streets and highways for the citizens of Salisbury/Wicomico County.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Chief of Police be authorized to sign this Memorandum of Understanding between the named agencies to accept funding for Saturation Patrols and Checkpoints (\$4,000.00, Smooth Operator (\$1,000), and Motorcycle Enforcement (\$500.00) for a total of \$5,500.00

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on August 12, 2013, and is to become effective immediately upon adoption.

ATTEST:

  
Kimberly R. Nichols, City Clerk

  
Laura Mitchell, Vice President  
Salisbury City Council

APPROVED BY ME THIS:

13<sup>th</sup> day of August, 2013

  
James Ireton, Mayor

# City of Salisbury



JAMES IRETON JR.  
MAYOR

TOM STEVENSON  
ACTING CITY ADMINISTRATOR



Maryland

699 W. SALISBURY PARKWAY  
SALISBURY, MD 21801  
TEL: 410-548-3165

August 5, 2013



BARBARA DUNCAN  
CHIEF OF POLICE

TO: Tom Stevenson  
Acting City Administrator

FROM: Major David Meienschein

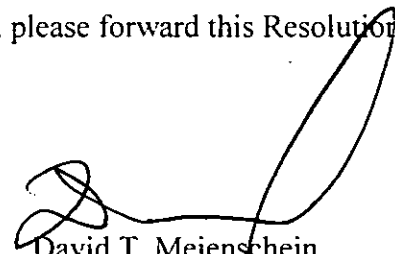
SUBJECT: Resolution – Memorandum of Understanding

Attached, please find a Resolution authorizing the Chief of Police of the City of Salisbury to sign a Memorandum of Understanding (MOU) between the Salisbury Police Department and the Maryland Office of Highway Safety. This MOU will include the following Traffic Safety Programs for which grant funding is being awarded:

- Saturation patrols and Checkpoints
- Smooth Operator
- Motorcycle Enforcement (Bike Week)

Each Resolution has slightly different terms (i.e. saturation patrols and checkpoints, smooth operator, and motorcycle safety). Each grant having different funding amounts.

Unless you, or the Mayor, have further questions, please forward this Resolution to the Salisbury City Council.

  
David T. Meienschein  
Administrative Commander

Attachment



**PROJECT AGREEMENT**  
 Maryland Highway Safety Office  
 Maryland Motor Vehicle Administration  
 1 Orchard Road, 2<sup>nd</sup> floor  
 Glen Burnie, Maryland 21060  
 PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: Law Enforcement Grant	<b>FOR MHSO USE ONLY</b> PROJECT NUMBER: 14-019
PROJECT AGENCY: Salisbury Police Department	
PROJECT AGENCY ADDRESS: 699 West Salisbury Parkway, Salisbury, Maryland 21801	
FUND RECIPIENT: Salisbury Police Dept	
FUND RECIPIENT ADDRESS: 125.N. Division St., Salisbury, Maryland 21801	
FEDERAL IDENTIFICATION NUMBER: 52-6000806	

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. At least three (3) individuals must be listed below, note that only the Project Coordinator & Project Director can be the same person. Costs may not be incurred prior to the Project Start Date listed below.

PROJECT COORDINATOR & FINANCIAL ADMINISTRATOR			
PROJECT COORDINATOR		FINANCIAL ADMINISTRATOR	
NAME: Delores Lehman		NAME: Keith Cordrey	
TITLE: Grant Manager		TITLE: Director	
AGENCY: Salisbury Police Dept		AGENCY: Salisbury City Finance	
ADDRESS: 699 W. Salisbury Parkway, Salisbury, Maryland 21801		ADDRESS: 125.N. Division St., Salisbury, Maryland 21801	
PHONE: 410-548-3165	FAX: 410-548-3173	PHONE: 410-548-3028	FAX: 410-548-3102
E-MAIL: dlehman@salisbury.com		E-MAIL: kcordrey@ct.salisbury.md.us	

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: David Meinschien		NAME: Barbara Duncan	
TITLE: Major		TITLE: Chief	
AGENCY: Salisbury Police Dept		AGENCY: Salisbury Police Dept	
ADDRESS: 699 W. Salisbury Parkway, Salisbury, Maryland 21801		ADDRESS: 699 W. Salisbury Parkway, Salisbury, Maryland 21801	
PHONE: 410-548-3165	FAX: 410-548-3173	PHONE: 410-548-3165	FAX: 410-548-3173
E-MAIL: dmeinschein@salisbury.com		E-MAIL: bduncan@salisbury.com	
SIGNATURE & DATE:		SIGNATURE & DATE:	

FOR MHSO USE ONLY	
FEDERAL FISCAL YEAR START DATE: 10/01/2013	FUNDS OBLIGATED FROM MHSO: \$5,500.00
FEDERAL FISCAL YEAR END DATE: 09/30/2014	PROJECT START DATE:
MHSO CHIEF APPROVAL SIGNATURE & DATE:	

**MARYLAND HIGHWAY SAFETY OFFICE**  
**FFY 2014 PROJECT AGREEMENT TERMS AND CONDITIONS**

It is understood and agreed by the Project Agency and Fund Recipient that grant funds received in support of this Project Agreement are subject to applicable federal and state laws and regulations pertaining to grants and to the following applicable controls, terms and conditions:

**A. General Conditions**

1. Formal approval of this Project Agreement and the obligation and subsequent reimbursement of funds to it are contingent upon the availability of anticipated Federal funds, as determined by Congress, Maryland statute, or other federal or state action, or the following Project Conditions. Reimbursement extends only to those costs incurred during the period of the project, and for which periodic Quarterly Reports are submitted no later than one month after the end of the reporting period, and in the case of the final Quarterly Report, one month after the Project Period End Date. Reimbursement Claims received after that time will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the Project Director. All reporting is to be accomplished within the electronic grant system.
2. This Project will be conducted and administered in accordance with applicable federal, state and local laws, rules and other requirements, using acceptable financial management, record-keeping, procurement and property control systems as outlined in 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations (as applicable) and the Maryland Highway Safety Office (MHSO) Highway Safety Project Financial Management Rules.
3. The Project Agency shall assure that all locations where programs are conducted for the public are compliant with the Americans with Disabilities Accessibility Guidelines to provide adequate and reasonable access for the safe and convenient movement of physically handicapped persons, to include those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all crosswalks, as established pursuant to the **Americans with Disabilities Act of 1990 (ADA)**, as amended, and that this information is printed on program flyers and registration forms and made available at the time the event/activity is advertised. All programs conducted and educational material provided shall include reasonable accommodations for the blind and hard of hearing as well as persons with limited English proficiency and likewise be available on program flyers and registration forms.
4. *Pursuant to the requirements of 49 CFR Part 18, Sect. 18.42 - Retention and Access Requirements for Records, all records shall be retained for three years from date the Final Claim is submitted to the MHSO.* If there is an action resulting from an audit or other action started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues, or the end of the three-year period, whichever is later. The MHSO, other State agencies and appropriate Federal authorities have the right of access to any books, documents, papers, or other records in order to perform audits and examinations or make excerpts and transcripts for as long as the records are retained.
5. Only taxes that a governmental unit or non-profit organization is legally required to pay is allowable.
6. Pursuant to the requirements of the Federal Fund Accountability and Transparency Act (FFATA), the project agency will complete and return to MHSO the FFATA Reporting Form provided to them with this agreement. This form contains all the information MHSO needs to comply with the terms of the Act. Failure to complete and return the form may result in the delay of payment on the project agency's reimbursement requests.
7. All grantee agencies will use, manage, and dispose of equipment acquired under a federally funded safety grant in accordance with state laws and procedures. Such equipment shall be used for the purpose of enhancing the grantee's highway safety program. Grantees in non-compliance of this provision shall be required to return said equipment to the grantor. A single piece of equipment with an acquisition cost of \$5,000 or more must be pre-approved by the NHTSA Regional Administrator. A grantee shall not purchase a single piece of equipment in excess of \$5,000 until receiving authorization from MHSO that approval has been granted from NHTSA. Grantees will submit a completed Equipment Accountability Report with their claim for reimbursement for any equipment item purchased. The grantee is responsible for insuring all equipment items and will be liable to grantor for loss, theft, or damage to equipment.
8. A completed *Equipment Accountability Report* shall be submitted through the electronic grant system with the applicable *Quarterly Report* when reimbursement is requested for any item of equipment with a unit cost of \$250 or more. It is the responsibility of the Project Agency to institute and maintain required inventory records consistent with 49 CFR Part 18.32 DOT Implementation of Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and the Code of Maryland Regulations (COMAR) 21.05.07. All equipment shall be used for the purposes originally authorized in this project for as long as needed for those purposes, and may not be encumbered for other uses as long as such need exists.
9. If any part of the funds obligated by this Project Agreement will be used to purchase Educational Materials (including

Paid Media (including TV, radio, and print PSAs, as well as press items). A Pre-Approval Request shall be submitted in the electronic grant system, using the information given on that form prior to initiating the purchase. All educational material to be provided shall include reasonable accommodations for the persons who are hearing impaired and who have limited English proficiency in compliance with the Americans with Disabilities Accessibility Guidelines as established in pursuant to the Americans with Disabilities Act of 1990 (ADA), as amended. Requests for reimbursement for any such items not previously approved in the electronic grant system will be denied.

10. If any part of the funds obligated by this Project Agreement will be used to cover travel not specified in the Project Agreement (location/purpose/name(s)/position(s)/number of days), a Pre-Approval Request for travel shall be submitted in the electronic grant system prior to travel and approved by the appropriate MHSO Project Manager. Requests for reimbursement for any such travel not previously approved in the electronic grant system will be denied.
11. In all bid solicitations for funded project work or materials exceeding \$10,000, the Project Agency shall include a non-discrimination clause as specified by the Maryland Department of Transportation and U.S. Department of Transportation. The Project Agency shall notify all bidders that it will affirmatively ensure that in any contract entered into pursuant to its advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to its invitation and will not be discriminated against on the grounds of political or religious opinion or affiliation, race, creed, sex, national origin, or physical/ mental handicap in consideration of an award.
12. Procurement of supplies, equipment, other tangible non-expendable personal property, and services funded in whole or in part with funds obligated by this Project Agreement shall follow applicable procurement procedures and requirements of state and local laws, rules and regulations and in any instance shall be in compliance with the federal requirements set forth in Section 18.36 Procurement of 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations (as applicable) and the Maryland Highway Safety Office (MHSO) Highway Safety Project Financial Management Rules.
13. Pursuant to the requirements of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal-Aid Highway Safety Act of 1968 (23 U.S.C. 22 (a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.
14. The project agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*; Pub. L. 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
15. Buy America Act - The applicant/grantee certifies that they will comply with the Buy America Act (23 USC 101 Note) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless the U.S. Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver requested submitted to and approved by the U.S. Secretary of Transportation. The MHSO will assist grantees with this process.
16. Privacy Protection - All agencies and organizations with access to or use of any personal information whatsoever from the Maryland Motor Vehicle Administration records shall comply with MVA's Privacy Protection Policy as a condition precedent to receiving access or use and payment under this Projection Agreement.
17. The Project Agency is not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any

18. The signatories for the Project Agency and Fund Recipient certify that the Project Agency and Fund Recipient will provide a drug-free workplace in accordance with the Federal Drug-free Workplace Act of 1988 (49 CFR Part 29 Subpart F).
19. With regard to **Federal contracts, grants, loans, and cooperative agreements**, the signatories for the Project Agency and Fund Recipient certify to the best of their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the signatories, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
  - If any state or local funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of this Federal contract, grant, loan, or cooperative agreement, the signatory for the Project Agency or Fund Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as found at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>. (A copy of any Standard Form-LLL, "Disclosure Form to Report Lobbying" submitted in accordance with this requirement shall be submitted simultaneously to MHSO.)
  - The Project Agency and Fund Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements) and that all such 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.

20. None of the funds under this Project Agreement 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, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
21. Political Activity (Hatch Act). All individuals employed by a State or local agency whose principal employment is in connection with an activity that is paid in whole or in part by federal funds from a Federal agency, including grants from the Maryland Highway Safety Office, have been informed of the provisions of 5 USC, Government Organization and Employees; Part II, Civil Service Functions and Responsibilities; Chapter 15, Political Activity of Certain State and Local Employees; Sections 1501 through 1508. This statute does not apply to individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a State or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization. (5 U.S.C. 1501-1508 and 5 CFR 151)
22. **Other Conditions, as directed:**

If the grantee or sub-grantee agency is a Law Enforcement Agency, the following additional Conditions will apply:

- Any law enforcement agency receiving funds from the MHSO for overtime enforcement is strongly encouraged to follow the guidelines established for vehicular pursuits that are currently in effect as issued by the International Association of Chiefs of Police.
- Due to the number of fatal and serious crashes occurring during nighttime hours and specifically lower nighttime seat belt usage, impairment and speed, a minimum of 50% of all grant funded overtime enforcement operations (regardless of the assigned program area, i.e.: impaired driving, smooth operator) are intended to be conducted during nighttime. Nighttime refers to hours between 9:00 p.m. and 5:00 a.m.) Deviation from the above time frame should be supported by crash and/or citation data.
- Due to the number of fatal and serious crashes occurring during nighttime hours and specifically lower nighttime seat belt usage, impairment and speed, a minimum of 60% of all designated "Comprehensive" overtime enforcement operations are intended to be conducted during nighttime. Nighttime refers to

- d. Law enforcement agencies using overtime enforcement are required to use the best available data to plan and implement enforcement operations. (For example: location(s), day of week, time of day should be based on crash and/or citation data)
- e. Scheduled federally funded overtime for a given enforcement detail should not exceed 6 hours.
- f. Participation in all mobilizations/traffic safety enforcement events sponsored by the National Highway Traffic Safety Administration (NHTSA) and/or MHSO is required.
- g. In order to support a high visibility enforcement campaign, coupled with a corresponding education model necessary to change driver behavior, the MHSO will coordinate paid and earned media statewide and in local jurisdictions to complement the enforcement efforts outlined in this project agreement. The outreach may include the following: TV and/or radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or incentive items. These outreach efforts will be coordinated statewide so as to ensure effective distribution of media spots for the local benefit. The project director signifies his/her understanding of the media component of the mobilization and approves the use of these public outreach techniques within his/her jurisdiction.

#### B. Project Administration and Management

1. A completed Quarterly Report, covering the most recent FFY quarter (or month as agreed upon by the Project Agency and the MHSO), shall be submitted by the Project Director by the date indicated in the electronic grant system, whether or not reimbursable expenditures have been made since submittal of the prior period report.
2. All Quarterly Reports shall be accompanied by approved supporting documentation. **Please refer to the MHSO Supporting Documentation Checklist for a full listing of approved documentation.** The approved documentation will be uploaded through the electronic grant system, as follows:
  - a. Salaries and benefits paid to positions (e.g., Project Coordinator, Project Director, data analyst, etc.) supported under a project - An Activity Report shall be completed and submitted for each employee (full or part-time) paid through this project, covering the same period as the Quarterly Report. The form is found under the Quarterly Report Menu in the electronic grant system. Indicate the date, number of hours and a description of the activities/tasks performed on the project during the period covered by the report. Additional back up is needed and referenced in the MHSO Supporting Documentation Checklist.
  - b. Law Enforcement Overtime - Law enforcement logs shall be completed by approved activity and submitted through this project, covering the same period as the Quarterly Report. The form is found under the Quarterly Report Menu in the electronic grant System. A certification letter on agency letterhead and signed by a supervisor not paid by the grant shall be uploaded under the supporting documentation section of the Law Enforcement Log Section.
  - c. Travel, Training and Conference Fees - copies of expense reports and/or copies of receipts, tickets, meeting agendas, etc.
  - d. Contractual Services - copies of consultant/contractor invoices, detailing service costs billed, which includes individual dates, hours, activities, etc.
  - e. Equipment - copies of vendor invoices itemizing costs billed.
  - f. Other Direct Costs - copies of vendor invoices itemizing costs billed.

Copies of Documentation should be collated and uploaded through the electronic grant system, in order by cost category and line item within each cost category, with all costs to be reimbursed by the MHSO circled, highlighted or otherwise identified. Original documentation of expenditures must be kept on file and available for inspection by state and federal officials with two (2) days notice.

3. Requests for reimbursement shall be limited to those expenditures made consistent with the provisions of this Project Agreement and the cost principles set forth in 22 CFR Part 225 - Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87), 2 CFR Part 220 - Cost Principles for Educational Institutions (OMB Circular A-21), or 2 CFR Part 230 - Cost Principles for Nonprofit Organizations (OMB Circular A-122), as applicable, and the Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants.
4. All funds obligated to this project shall be formally committed to project activities, scheduled and planned, by the end of the sixth project month. A mid-year review of the project may be completed by the MHSO to determine if expenditures, actual and projected, are legitimate and on schedule. Any funds not formally tied to a specific activity may be subject to de-obligation and subsequent re-allocation within the highway safety program unless written

5. If the costs reflected in the Cost Categories of the Project Agreement need to be adjusted, written approval shall be obtained from the MHSO prior to making any expenditure. Approval for Budget Modifications shall be obtained by submitting a Project Modification Request in the electronic grant system, detailing a clear justification to support the request.
6. Reimbursement of a person's Salary/Benefits is limited to that proportion of the person's time actually devoted to Project Activities. Written documentation shall be made available upon request.
7. Travel costs shall comply with the Project Agency's regulations provided they are at least as stringent as State Travel Regulations, as published by the Maryland Department of Budget and Management (DBM). In the absence of agency regulations, reimbursement for travel costs shall be in accordance with the state travel regulations and cannot exceed the Meal and Trip Reimbursement Limits set by DBM.
8. Any funds obligated by this Project Agreement for the purchase of Paid Media are subject to the requirements set forth in the NHTSA-issued Guidelines for States Using 402 Funds for Purchasing Advertising Space for Highway Safety Messages. The Project Agency shall provide detailed plans of how it will use and assess the paid advertising campaign(s) in conformance with these guidelines.
9. For any Project Activities in this Project Agreement to be carried out through the employment of a consultant or other contractor, approval for the statement of work and/or specifications shall be submitted in writing to the appropriate MHSO Project Manager prior to the assignment of work. Requests for reimbursement for such consultant services not previously approved will be denied.
10. The Project Agency shall notify the MHSO in writing of any anticipated and/or actual program income directly generated by this Project as soon as that information is known. Unless otherwise stipulated in writing, program income shall be accounted for in project records and deducted from total allowable expenditures to determine net allowable expenditures.
11. Provisions of the Single Audit Act of 1996 (P.L. 104-156) and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations, require an agency/organization which expends more than \$500,000 in federal funds in a year to provide a single or program-specific audit for each year. A Project Agency, meeting this criterion shall ensure the submittal of one copy of each required audit report directly to the Federal Audit Clearinghouse within 30 days of the report's issuance. The audit shall study and evaluate the internal accounting and administrative controls to the extent considered necessary to assess the integrity of the systems as required by generally accepted auditing standards, the standards for financial and compliance audits contained in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the U.S. General Accounting Office, the Single Audit Act of 1996, and the provisions of OMB Circular A-133. As part of the Project Application in the electronic grant system, the Project Agency shall provide the link to the most recent single audit from the Federal Audit Clearinghouse Web site.
12. Agencies or organizations which are not subject to the provisions of OMB Circular A-133 shall provide an annual audit report of their agency's/organization's financial statements if requested.
13. Agencies requesting reimbursement for Indirect Costs shall supply all documentation required by the MHSO Policy on Indirect Costs prior to requesting reimbursement for such costs. For a copy of the MHSO Indirect Policy, please refer to the "My Training Materials" tab in the electronic grant system.

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We, the officials named below, hereby certify that we have read and understand the above described Project Agreement terms and conditions and are duly authorized to legally bind the Project Agency to abide by them.

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Project Director's Name

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Date Signed

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Project Director's Signature

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Authorizing Official's Name

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Date Signed

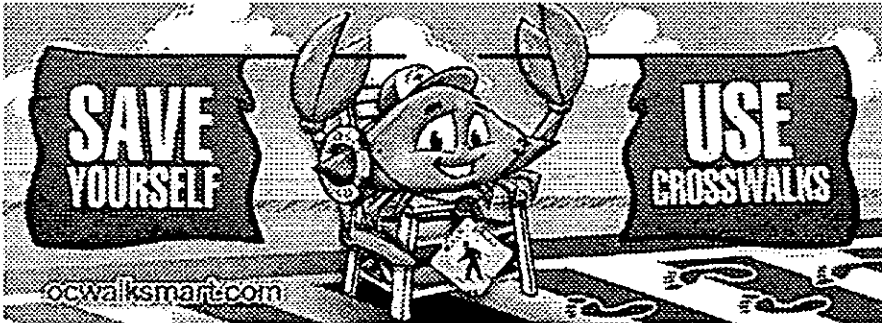


Maryland Highway Safety Office

Maryland Motor Vehicle Administration

Central Operations and Safety Programs

☎: 410-677-4048 Cell 410-972-7325 | ✉: [kwaggoner@mdot.state.md.us](mailto:kwaggoner@mdot.state.md.us)



Maryland now features 511 traveler information!  
Call 511 or visit: [www.md511.org](http://www.md511.org)



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