

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 20, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF



Motion and Title: Staff recommends motion to: (A) **Accept** on behalf of the Palm Beach County Sheriff's Office, a Subgrant Agreement from the State of Florida Department of Transportation for the Palm Beach County Sheriff's Office, Palm Beach County Impaired Driving Initiative, in the amount of \$60,000, for the period of November 1, 2016, through September 30, 2017; **and** (B) **Approve** a budget amendment of \$60,000, increasing the Sheriff's Grants fund.

Summary: On November 1, 2016, the Florida Department of Transportation awarded a grant to the Palm Beach County Sheriff's Office in the amount of \$60,000, to support an Impaired Driving Initiative in Palm Beach County. Funds will be used to support overtime costs associated with the Impaired Driving project. There is **no match requirement** associated with this award. Countywide (LDC)

Background and Justification: The Florida Department of Transportation (DOT) awards grants from funds received from the National Highway Traffic Safety Administration for Highway Safety projects. DOT sub-awarded these funds to the Palm Beach County Sheriff's Office in support of an Impaired Driving Initiative in Palm Beach County. The Catalog of Federal Domestic Assistance (CFDA) number is 20.616, the project number is M5HVE-17-06-11, and the DOT Contract number is G0F45.

- Attachments:**
- 1. Budget Amendment
 - 2. Subgrant Agreement

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RECOMMENDED BY: 	<u>12-6-2016</u>
DEPARTMENT DIRECTOR	DATE
APPROVED BY: 	<u>12/14/16</u>
COUNTY ADMINISTRATOR	DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0				
Operating Costs	\$60,000				
External Revenues	(\$60,000)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X _____

Budget Account No.: Fund 1152 Agency 160 Org 2306 Object 3129

Reporting Category _____

B. Recommended Sources of Funds / Summary of Fiscal Impact:

The Highway Safety grant is funded by the National Highway Traffic and Safety Administration and is administered at the State level by the Florida Department of Transportation. There is no match requirement associated with this award.

Palm Beach County's Impaired Driving Initiative	<u>\$60,000</u>
Total Program Budget	<u>\$60,000</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 12/16/16
ASD 12/18 OFMB/ET 12/7 JB 12/17

[Signature] 12/12/16
Contract Administration

B. Legal Sufficiency:

[Signature] 12/13/16
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

17-0254

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

Use this form to provide budget for items not anticipated in the budget.

BGEX 120816*473
BGRV 120816*114

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
Palm Beach County Impaired Driving Initiative								
160-2306-3129	Federal Grant - Other Public Safety	0	0	60,000	0	60,000		
TOTAL REVENUES		874,740	\$2,251,556	\$60,000	\$0	2,311,556		
Expenditures								
Palm Beach County Impaired Driving Initiative								
160-2306-9498	Transfer to Sheriff's Fund 1902	0	0	60,000	0	60,000		
TOTAL EXPENDITURES		874,740	\$2,251,556	\$60,000	\$0	2,311,556		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of December 20, 2016Deputy Clerk to the
Board of County Commissioners

Attachment # 1



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

November 1, 2016

Sheriff Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

RE: Project Name: Palm Beach County Impaired Driving Initiative
Project Number: M5HVE-17-06-11
DOT Contract Number: G0F45

Dear Sheriff Bradshaw:

Your application to the Florida Department of Transportation for highway safety funds has been approved. We are pleased to make this award in the amount of \$60,000.00 for the purpose of implementing the Palm Beach County Impaired Driving Initiative project.

A copy of the approved sub-grant agreement referenced above is enclosed for your file. All correspondence with the Department should always refer to the project name, project number, and the Department's contract number.

The effective date of the sub-grant agreement is November 1, 2016, and only those costs incurred on or after that date and on or before September 30, 2017 are eligible for reimbursement.

Please review Part V of the sub-grant agreement entitled "Acceptance and Agreement." This section contains the legal conditions of your subgrant and has changed significantly from previous years.

We look forward to working with you on this project. If you have any questions or need assistance, please contact your Traffic Safety Program Manager Kira Houge at (850) 414-4207, who will be coordinating this activity.

Sincerely,

Chris Craig, CPM, FCCM
Traffic Safety Administrator

CC/kh

Enclosures

cc: Contract File
Financial File

www.dot.state.fl.us

Attachment #

2

TO: SF961MK@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0F45
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0F45	Contract Type:	Method of Procurement:			
Vendor Name: PBSO					
Vendor ID: VF596000789037					
Beginning date of this Agmt: 10/01/16					
Ending date of this Agmt: 09/30/17					

ORG-CODE	*EO	*OBJECT *AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY	*CATEGORY/CAT YEAR		
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS		

Action: ORIGINAL		Funds have been: APPROVED			
55 671000961	*A6	*780000 *	60000.00	*19030218402	*174 *20.616
2017		*55150200		*088796/17	
0001		*00 *		*0001/04	

TOTAL AMOUNT:		*\$	60,000.00	*	

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER					
DATE: 09/23/2016					

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

500-065-01
 SAFETY
 09/16

<i>For F.D.O.T Use Only</i> Project Number: M5HVE-17-06-11		FDOT Contract Number: G0F45	
Federal Funds Awarded: \$60,000.00		FDOT DUNS Number: 80-939-7102	
Federal Award Identification Number (FAIN): 18X920405D FL 16			
Subgrant Award (Start) Date: 11/01/16		Subgrant End Date: 9/30/2017	
Amendment Dates: , , , , , , ,			
Part I: GENERAL ADMINISTRATIVE INFORMATION (See Instructions)			
1. Project Title: Palm Beach County Impaired Driving Initiative			
2. Federal Funding: \$60,000.00		Match: \$0.00	
Total Cost: \$60,000.00			
3. Subrecipient Agency: Name: Palm Beach County Sheriff's Office Address Line 1: 3228 Gun Club Road Address Line 2: City: West Palm Beach State: FL Zip: 33406 - 3001		4. Implementing Agency: Name: Palm Beach County Sheriff's Office Address Line 1: 3228 Address Line 2: Gun Club Road City: West Palm Beach State: FL Zip: 33406 - 3001	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000789			
6. DUNS Number: 182809921			
7. Chief Financial Officer: Name: Sherry Mazorra Address Line 1: 3228 Gun Club Road Address Line 2: City: West Palm Beach State: FL Zip: 33406 - 3001 Telephone No: (561) 688 - 3107 ext. E-Mail Address: mazorras@pbso.org		8. Project Director: Name: Captain Michael Wallace Address Line 1: 3228 Gun Club Road Address Line 2: City: West Palm Beach State: FL Zip: 33406 - 3001 Telephone No: (561) 688 - 4049 ext. E-Mail Address:	
9. Financial Reimbursement Contact: Name: Candy Mitchell Title: Financial Analyst II Telephone Number: (561) 688 - 3137 ext. E-Mail Address: mitchellc@pbso.org		10. Project Activity Contact: Name: Gena Rowlands Title: Senior Planner Telephone Number: (561) 688 - 3096 ext. E-Mail Address: rowlandsg@pbso.org	
11. Payment Remittance Address: Address Line 1: 3228 Gun Club Road Address Line 2: City: West Palm Beach State: FL Zip: 33406 - 3001			

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

- 1. Statement of the Problem
- 2. Proposed Solution
- 3. Project Objectives
- 4. Evaluation

STATEMENT OF THE PROBLEM

Impaired Driving is a major threat to public safety. According to the Centers for Disease Control and Prevention, every day, almost 30 people in the United States die in motor vehicle crashes that involve an alcohol-impaired driver. According to the National Highway Traffic Safety Administration (NHTSA), in 2013, 10,076 people were killed in alcohol-impaired driving crashes, accounting for nearly one-third of all traffic related deaths in the United States. In 2012 there were 10,336 deaths and in 2011 there were 9,865 deaths related to impaired driving. Also in 2010, over 1.4 million drivers were arrested in the United States for driving under the influence of alcohol or narcotics-this is just one percent of the 112 million self-reported episodes of alcohol impaired driving each year in the United States according to a report by Bergen and Shults (2011). In addition to the threat to public safety and related legal and physical consequences of impaired driving, the annual cost of alcohol-related crashes totals more than 59 billion dollars according to NHTSA.

The Palm Beach County Sheriff's Office (PBSO) provides law enforcement services to all unincorporated areas of Palm Beach County and to ten contracted cities. Palm Beach County has a total population of approximately 1.39 million full time residents and over 8 million tourist visitors each year. Palm Beach County is the largest County east of the Mississippi River, encompassing 1,969 square miles which includes 45 miles of shoreline and 1,200 miles of rural, farm land. Palm Beach County is also home to numerous business establishments, including numerous local bars and restaurants where alcohol is served.

According to the Florida Department of Transportation Highway Safety Matrix (based on fatal and injury crashes during 2010-2014), Palm Beach County ranks 3rd out of 24 counties with a population of 200,000 or greater for Impaired Driving. Based on this ranking and data collected and maintained by PBSO (highlighted in the Supporting Data Section), Impaired Driving is a major problem in Palm Beach County with serious, including fatal, consequences. As a result of the frequency of incidents, seriousness of these violations, and potential for fatal consequences, Palm Beach County requires an immediate, comprehensive approach to reduce Impaired Driving to include both high visibility enforcement and community education.

Supporting Data

The Palm Beach County Sheriff's Office maintains crash, injury, fatality, and citation data for Palm Beach County. Driving Under the Influence (DUI) related cases for 2013, 2014, and 2015 in Palm Beach County are as follows:

	2013	2014	2015
DUI Cases	2206	1958	1712
DUI Crashes	132	124	171
DUI Injuries	893	859	Not Yet Determined As of Date of Application
DUI Fatalities	137	130	181

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

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PROPOSED SOLUTION

The PBSO is proposing to implement a comprehensive strategy to address the high rate of Impaired Driving. This comprehensive strategy will include both high visibility enforcement efforts in the form of saturation patrols and community education, both of which will be aimed at deterring impaired driving. This strategy is aligned with NHTSA's Countermeasures That Work Countermeasures 2.2, High Visibility Saturation Patrols, 2.3 Preliminary Breath Test Devices (PBTs), 2.5 Integrated Enforcement, 5.2 Mass-media campaigns, 6.2 Zero-Tolerance law enforcement, and 6.5 Youth Programs.

Firstly, we propose to deter impaired driving in Palm Beach County, whereby reducing related traffic fatalities and injuries, by implementing enforcement campaigns targeting impaired driving. To this end, law enforcement will conduct high-visibility, zero-tolerance enforcement operations at locations within Palm Beach County identified as having a high frequency of impaired driving related traffic crashes, fatalities and/or infractions. The primary focus for these operations will be to identify and arrest the violators of impaired driving laws.

Specifically, the Traffic Sergeant and a maximum of 14 law enforcement officers trained in impaired driving enforcement will be assigned to conduct high visibility enforcement efforts two days per month in Palm Beach County. Most often, these enforcement efforts will be conducted on Friday and Saturday evenings, during the approximate hours of 5:00PM through 3:00AM. However, the exact days/times are subject to change based on community events and evolving traffic data.

The Traffic Sergeant will be responsible for the allocation of personnel resources, scheduling, and for ensuring that activity logs are completed by the deputies. The Traffic Sergeant will incorporate all activity from the activity logs to complete the grant reporting requirements and to evaluate the program's effectiveness.

In order to conduct these high visibility enforcement efforts in Palm Beach County, PBSO will use grant funds to provide overtime and benefit reimbursement for the Traffic Sergeant and deputies involved in these efforts.

In addition to the high visibility enforcement efforts aimed at deterring impaired driving, the PBSO will also conduct an educational, community campaign aimed at reducing impaired driving. Specifically, law enforcement officers will participate in community events to include Citizen's Academies, Community sponsored fairs and festivals, and Home Owner Association meetings where information will be disseminated both verbally and in writing. Information disseminated will include details of the Impaired Driving initiative, related laws and penalties, safety information, and data. In order to facilitate the delivery of this traffic safety message, PBSO will partner with local resources such as Community Traffic Safety Teams, and the Florida Law Enforcement Liaison Local Area Networks, community organizations, and local media outlets. PBSO will also participate in statewide public awareness and enforcement campaigns and law enforcement challenges (such as Florida Law Enforcement Challenge and Click It or Ticket Challenge) sponsored by the Florida Department of Transportation (FDOT) Safety Office.

In order to conduct this educational campaign in Palm Beach County, grant funds will be used to provide overtime and benefit reimbursement for the Traffic Sergeant and deputies involved in this campaign.

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
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PROJECT MEASURABLE OBJECTIVES

1. To reduce the number of impaired driving crashes by 5% compared to the 3 year average of the most recent data by conducting 12 saturation patrols and 12 community awareness educational programs during the subgrant period.
2. To reduce the number of impaired driving fatalities by 5% compared to the 3 year average of the most recent data by conducting 12 saturation patrols and 12 community awareness educational programs during the subgrant period.
3. To reduce the number of impaired driving injuries by 5% compared to the 3 year average of the most recent data by conducting 12 saturation patrols and 12 community awareness educational programs during the subgrant period.
4. To reduce the number of underage impaired driving incidents by 5% compared to the 3 year average of the most recent data by conducting 12 saturation patrols and 12 community awareness educational programs during the subgrant period.

EVALUATION

The Palm Beach County Sheriff's Office will collect and track project-related data during the project implementation period to include enforcement, education, and operational information.

For enforcement efforts, the PBSO will collect and track citation, crash, injury, and fatality data for the grant implementation period and compare this information to data from 2013, 2014, and 2015. Based on data collected, the PBSO will determine the effectiveness of our project related enforcement efforts and success in reaching performance indicators.

For educational efforts, the PBSO will collect and track project-related data to include the number, location, and attendance for educational campaigns conducted during the subgrant award period. These numbers will be compared to the goals and objectives originally established to determine whether or not the project objectives were met.

For operational efforts, the PBSO will document our administrative processes to evaluate whether we successfully allocated resources and manpower, scheduled operations in high risk areas, conducted briefings prior to all operations, and completed required reports after all operations.

Through these combined efforts, the PBSO will be evaluating process and administrative actions, project impact, and project outcomes.

FDOT Contract Number:

G0F45

[illegible]

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Part III: PROJECT DETAIL BUDGET

Project Title: <u>Palm Beach County Impaired Driving Initiative</u>				
Project Number: <u>M5HVE-17-06-11</u>				
FDOT Contract Number: <u>G0F45</u>				
Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.				
BUDGET CATEGORY	NARRATIVE	TOTAL COST	FEDERAL FUNDS	MATCH
D. Operating Capital Outlay		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
	Subtotal		\$ 0	\$0
E. Indirect Cost				
Subtotal		\$ 0	\$0	\$0
		\$ 0	\$ 0	\$ 0
Total Cost of Project		\$60,000	\$60,000	\$ 0

Amendment Number: _____ (FDOT Only)
Effective Date: _____ (FDOT Only)

PART IV: PERFORMANCE REPORT

Project Title: <u>Palm Beach County Impaired Driving Initiative</u>	
Project Number: <u>M5HVE-17-06-11</u>	
FDOT Contract Number: <u>G0F45</u>	
Minimum Performance Standards	
The following are the minimum performance standards required in this subgrant agreement. A performance report of these standards will be included with each request for reimbursement.	
1.	Conduct Enforcement Operations
2.	Facilitate Educational/Public Awareness at Community Events
3.	Provide Performance Reports
4.	Submit Request(s) for Financial Reimbursement
5.	Provide assistance and support for Palm Beach County Impaired Driving Initiative
6.	
7.	
8.	
9.	
NHTSA Required Activity Reporting	
The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only) This information must be provided in the final narrative report.	
1.	Number of seat belt citations issued during subgrant-funded enforcement activities.
2.	Number of impaired driving arrests made during subgrant-funded enforcement activities.
3.	Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Agreement. Upon approval of this Subgrant for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

1. Reports. A performance report (FDOT Form No. 500-065-19) shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described Part IV of this subgrant agreement. A **Final Narrative Report** (FDOT Form No. 500-065-20), giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient or Implementing Agency as unpaid if the required reports are not provided, following notification.

2. Responsibility of Subrecipient. The Subrecipient and its Implementing Agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, **Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards**, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

3. Compliance with Chapter 287, Florida Statutes. The Subrecipient and Implementing Agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

(a) Section 287.133 (2)(a), F.S.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Section 287.134 (2)(a), F.S.

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. Approval of Consultant and Contractual Service Agreements. Prior to the execution of any contractual service agreements and prior to the actual employment of the consultant or the contractor by the Subrecipient or Implementing Agency, **ALL** consultant and contractual services agreements must be submitted to the FDOT Safety Office in **draft form** for **review and approval**. Approval of the subgrant does not constitute approval of a consultant or contractual service agreement.

All contractual service agreements shall include as a minimum the following information:

- Beginning and end dates of the agreement (not to exceed the subgrant period);
- Total contract amount;
- Scope of work/Services to be provided;
- Quantifiable, measureable, and verifiable units of deliverables;
- Minimum level of service to be performed and criteria for evaluating successful completion;
- Budget/Cost Analysis; and
- Method of compensation/Payment Schedule.

All contractual service agreements shall contain the following statement:

The parties to this contract shall be bound by all applicable sections of **Part V: Acceptance and Agreement** of Project # (insert project number), FDOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited.

5. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law and state law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. **Only costs directly related to subgrant shall be allowable.**

6. Travel. Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S and the most current version of the *Disbursement Handbook for Employees and Managers*.

All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-subgrant-specified work area travel shall require written approval of the FDOT State Safety Office prior to the incurring of actual travel costs as being within the travel budget of the project and relevant to the project.

Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities.

The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$150.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$150.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$150 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

7. Subgrant Amendments. The Subrecipient or Implementing Agency shall obtain prior written approval from the FDOT State Safety Office for changes to the agreement. Amendments to the agreement will be approved which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the Subrecipient require the change. For example:

- (a) Changes in project activities or performance indicators set forth in the approved subgrant.
- (b) Changes in budget items and amounts set forth in the approved subgrant.
- (c) Changes to personnel in positions that are being reimbursed by this agreement.

Amendments to the subgrant agreement shall be in the form of a written request signed by the Authorized Representative of the Subrecipient or the Administrator of the Implementing Agency. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

8. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, herein incorporated by reference, the Subrecipient shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The Subrecipient or its Implementing Agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

9. Excusable Delays. Except with respect to the defaults of Subrecipient's or Implementing Agency's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient and its Implementing Agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient or its Implementing Agency. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every

case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's or its Implementing Agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient, its Implementing Agency and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient or its Implementing Agency in writing to procure such supplies or services from other sources, and (3) the Subrecipient or its Implementing Agency shall have failed to comply reasonably with such order.

Upon request of the Subrecipient or its Implementing Agency, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

10. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the end date of the subgrant are eligible for reimbursement. A cost is incurred when the Subrecipient's employee, its Implementing Agency, or approved contractor or consultant performs the service required or when goods are received by the Subrecipient or its Implementing Agency, notwithstanding the date of order.

11. Performance. In the event of default, noncompliance, or violation of any provision of this agreement by the Subrecipient, the Implementing Agency, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the Subrecipient and its Implementing Agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

12. Access to Public Records and Monitoring. The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and its Implementing Agency, and to relevant books and records of the Subrecipient, its Implementing Agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this agreement, the Subrecipient and its Implementing Agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient or its Implementing Agency is performed, the Subrecipient agrees to bring the project into compliance with the subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The Subrecipient and Implementing Agency agree to comply with all provisions provided in Chapter 119 Florida Statutes. If the Subrecipient receives a public records request concerning its work undertaken pursuant to a Department contract, the Subrecipient must take appropriate action as required by Chapter 119, Florida Statutes. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant if the Subrecipient or its Implementing Agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient or its Implementing Agency in conjunction with the subgrant.

Records of costs incurred under the terms of this subgrant shall be maintained and made available upon request to the Department at all times during the period of this subgrant and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Other Party's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

13. Audit. The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Subrecipient shall comply with all audit and audit reporting requirements as specified below.

- (a) In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- (b) The Subrecipient, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a Subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - (1) In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - (2) In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - (3) In the event the Subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for

fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

(4) The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

(5) Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

(6) As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida

Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

14. Cooperation with Inspector General. The sub recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

15. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation.

Deliverables must be received and accepted in writing by the FDOT State Safety Office prior to payments.

The Subrecipient or its Implementing Agency shall submit financial reimbursement forms to the FDOT State Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. At a minimum, reimbursement for subgrants with personnel costs shall be made after every two pay periods if paid bi-weekly. Reimbursement of personnel costs shall be requested monthly if payroll is on a monthly basis. Failure to submit reimbursement requests in a timely manner may result in the subgrant being terminated.

ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of Operating Capital Outlay costs shall not be made before receipt of this form.

All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient or the Administrator of the Implementing Agency, or their delegate.

A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner shall result in denial of reimbursement. **The Subrecipient agrees to forfeit reimbursement of any amount incurred if the final request is not submitted and/or postmarked by October 31 following the end of the subgrant period.**

Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

Reimbursement shall be made only after receipt and approval of goods and services. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Subrecipient shall be assessed a non-performance retainage equivalent to 10% of the total financial reimbursement request. The retainage shall be applied to the financial reimbursement request for the then current billing period. The retainage shall be withheld until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the retained amount during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 2 CFR, Section 200.315, Intangible property, herein incorporated by reference.

18. Property Accountability. The Subrecipient or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient or its implementing agency, notwithstanding the ending of this agreement.

19. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under the agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision(s).

20. Conferences and Inspection of Work. Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

21. Publication and Printing of Observational Surveys and Other Reports.

- (a) During the subgrant period, but before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After the subgrant period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15 day prior written notice.
- (b) Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.

(c) Each publication or other printed report covered by Paragraph 21(a) above shall include the following statement on the cover page:

- (1) This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
- (2) The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation, or any other agency of the State or Federal Government.

22. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The Subrecipient and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

23. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the Subrecipient and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, implementing agency, and its contractor, consultant, agents and employees. The Subrecipient and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

24. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient and its implementing agency agree to the following assurance:

The Subrecipient and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient, its implementing agency, or the Department deems appropriate.

25. Restrictions on Lobbying. The Subrecipient and its implementing agency agree to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

26. How Agreement is Affected by Provisions Being Held Invalid. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

27. Federal Requirement for Public Service Announcements, Marketing, and Advertisements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

28. Public Service Announcements, Marketing, and Advertising. All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- (a) What program/policy the paid media is supporting
- (b) How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
- (c) The amount allocated for paid media
- (d) Anticipated creative costs associated with the paid media
- (e) The measures that will be used to assess message recognition and penetration of the target audience.

The FDOT State Safety Office shall provide written approval for reimbursement if the paid media is appropriate for purchase under this agreement. Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with highway safety funds shall be attached to reimbursement requests.

All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT". The name of the Subrecipient or implementing agency and its logo can appear on the paid media but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds.

Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by §112.312, Florida Statutes, which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

29. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial information and education content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval. The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, reflective bands, etc.) require the person receiving the item to interact with the subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation, or Funded by FDOT." shall appear on or in all items. The name of the Subrecipient or implementing agency and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia is prohibited and therefore unallowable under this subgrant.

30. Term of Agreement. Each subgrant shall begin on the date the last party signs the agreement and shall end on September 30, following, unless otherwise stipulated by the FDOT State Safety Office on the first page of the respective agreement. In the event this subgrant is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of *Section 339.135(6)(a), F.S.*, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

31. Clean Air Act and Federal Water Pollution Control Act. For subgrant awards in excess of \$100,000 the Subrecipient and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The Subrecipient shall include this provision in all subcontract awards in excess of \$100,000.

32. Personnel Hired Under Agreement. The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the FDOT State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded. Positions created with subgrant funding shall continue to be funded by the Subrecipient after federal funding ends in order to be eligible for future subgrant funding.

Any and all employees of the Subrecipient or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the Subrecipient or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient or its implementing agency.

Personnel funded under the subgrant shall not hold the position of Project Director nor receive any benefit under the grant.

The FDOT State Safety Office must pre-approve the advertisement, hire/replacement, and salary for any full time subgrant funded positions (excluding law enforcement positions).

The FDOT State Safety Office reserves the right to require activity reports to demonstrate that personnel hired under the agreement or equipment purchased with subgrant funds meet the requirements as specified by the subgrant.

- 33. Overtime.** Overtime hours are intended for enhanced/increased traffic safety enforcement. The overtime pay rate for officers is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with its own policy and Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment. Additional enforcement may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety enforcement. A copy of the policy shall be maintained by the Subrecipient and/or implementing agency and made available for review if requested.
- 34. Repossession of Equipment.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient and its implementing agency; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient or its implementing agency for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.
- 35. Replacement or Repair of Equipment.** The Subrecipient and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- 36. Ineligibility for Future Funding.** The Subrecipient and its implementing agency agree that the Department shall find the Subrecipient or its implementing agency ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits,
 - (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
 - (c) Failure to provide required performance and final narrative reports in the required time frame,
 - (d) Failure to perform work described in Part II of the subgrant agreement,
 - (e) Providing fraudulent performance reports or reimbursement requests,
 - (f) Misuse of equipment purchased with Federal highway safety funds.
- 37. Safety Belt Policy.** Each Subrecipient and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and/or implementing agency and made available for review if requested.
- 38. Occupant Protection.** All law enforcement agencies receiving subgrant funds for occupant protection education or enforcement shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be maintained by the Subrecipient and/or implementing agency and made available for review if requested.
- 39. Equipment.** Any equipment purchased under this subgrant with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.
- 40. Vehicles.** Any agency receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Chapter 60B-1.004 Florida Statutes. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient or its implementing agency for the purposes described in the subgrant shall be subject to repossession by the FDOT State Safety Office.

41. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

42. Buy America Act. The Subrecipient and its implementing agency agree to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act (23 U.S.C. 313 et seq) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product whose unit purchase price is \$5,000 or more, including a motor vehicle, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

43. E-Verify. Subrecipients:

- (a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

44. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

45. Indirect Costs. If a Subrecipient has a federally negotiated indirect cost rate, it may be applied to the subgrant. If a Subrecipient does not have a federally negotiated indirect cost rate, a rate up to the de minimis indirect cost rate of 10% of modified total direct costs may be applied. A Subrecipient may opt to request a lower or no indirect costs rate, even if it has a federally negotiated indirect cost rate. The FDOT State Safety Office will not coerce or negotiate with a Subrecipient

to reduce its indirect costs rate for this subgrant, per federal regulation. Subgrants with indirect costs will be awarded based on cost benefit and available funding.

46. Impaired Driving Enforcement, Training and Reporting. Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

- (a) NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
- (b) NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
- (c) NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
- (d) NHTSA/IACP 8 Hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
- (e) NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
- (f) Be an active certified Drug Recognition Expert (DRE)

The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, and Halloween.

All law enforcement agencies shall conduct High Visibility Enforcement of impaired drivers while conducting enforcement under the subgrant.

High Visibility Enforcement is:

- Intense: Enforcement activities are over and above what normally takes place.
- Frequent: Enforcement occurs often enough to create general deterrence.
- Visible: A majority of the public sees or hears about the enforcement.
- Strategic: Enforcement targets high-risk locations during high-risk times.

A strong emphasis of enforcement operations shall be during the hours of 6:00pm to 6:00am. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours.

Use of subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

47. Nondiscrimination. Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) 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
- (b) 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)
- (c) 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)
- (d) 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
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age)

- (f) 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, Subrecipient’s and contractors, whether such programs or activities are Federally-funded or not)
- (g) 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;
- (h) 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
- (i) 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).

During the performance of this subgrant, the Subrecipient 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 FDOT State Safety Office, US DOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part
- (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, which receives Federal funds under this program

48. Political Activity. The Subrecipient 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.

49. Certification Regarding Federal Lobbying. The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (a) 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.
- (b) 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.

- (c) The Subrecipient 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 Subrecipients 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.

50. Restriction on State Lobbying. 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.

51. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA No. and Title:

- ☞ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☞ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 Funds)
- ☞ 20.616 - National Priority Safety Program (NHTSA 405 Funds)

***Federal Funds** \$60,000.00

Awarded:

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0% N/A

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 200

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov
- (b) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations
www.whitehouse.gov/omb/circulars

Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*
www.whitehouse.gov/omb/circulars
- (b) OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
www.whitehouse.gov/omb/circulars
- (c) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov