

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:		
Submitted By: <u>Palm Beach County Sheriff's Office</u>		
Submitted For: <u>Palm Beach County Sheriff's Office</u>		

I. EXECUTIVE BRIEF

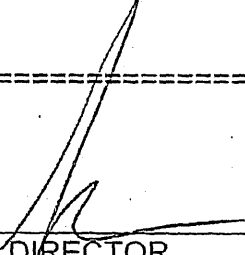
Motion and Title: Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office, a Letter of Agreement and Contract between the Palm Beach County Sheriff's Office and the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), for the Palm Beach County Sheriff's Office's High Visibility Enforcement Project in the amount of \$76,182.33 for the period of October 2, 2020 through May 14, 2021; **(B) Approve** a budget amendment of \$76,183 in the Sheriff's Grants Fund.

Summary: On September 30, 2020, the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), awarded a High Visibility Enforcement (HVE) grant to the Palm Beach County Sheriff's Office (PBSO) in the amount of \$76,182.33, to support the Florida Department of Transportation's Bicycle Pedestrian Focused Initiative. These funds will be used to pay for overtime costs associated with the HVE 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 University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM") to implement Florida's Bicycle Pedestrian Focused Initiative. A component of the plan is to fund law enforcement's effort to conduct high visibility enforcement details throughout high risk intersections. The Catalog of Federal Domestic Assistance (CFDA) number is 20.205, the project number is 433144-1-8404, and the DOT Contract number is G1B36.

- Attachments:**
- 1. Letter of Agreement & Contract
 - 2. Budget Amendment

=====

RECOMMENDED BY:  10/26/2020
DEPARTMENT DIRECTOR DATE

APPROVED BY:  11/2/2020
COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$0				
Operating Costs	\$76,183				
External Revenues	(\$76,183)				
Program Income					
(County)	\$0				
In-Kind Match (County)	\$0				
Net Fiscal Impact	\$0				
# Additional FTE					
Positions	0				
(Cumulative)					

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

Budget Account No.: Fund 1152 Agency 160 Org. 2388 Object 3129

Does this item include the use of federal funds: Yes _____ No X _____
Reporting Category _____


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

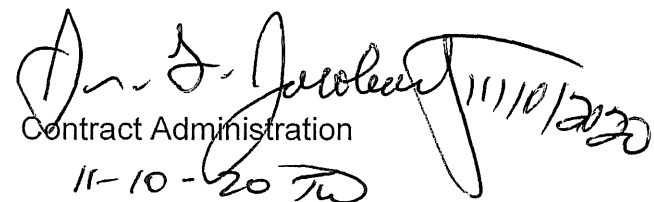
The Highway Safety grant is funded by the National Highway Traffic and Safety Administration and is administered at the State level by the Florida Department of Transportation. There is no match requirement associated with this award.

UNF High Visibility Enforcement Project-FY20	\$76,183
Total Program Budget	\$76,183

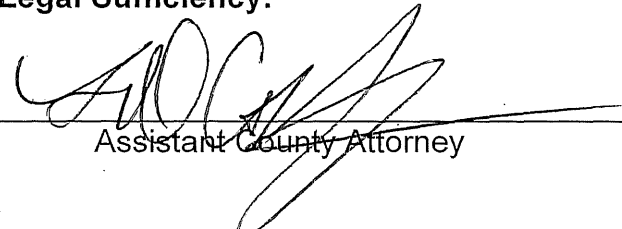
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 10/30/2020
OFMB BR 10/28 LM 10/29
10/27

 11/10/2020
Contract Administration
11-10-20 TW

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
UNF High Visibility Enforcement Grant FY20								
160-2388-3129	Federal Grant - Other Public Safety	0	0	76,183	0	0		
TOTAL REVENUES		10,807,823	\$10,827,323	\$76,183	\$0	10,903,506		
Expenditures								
UNF High Visibility Enforcement Grant FY20								
160-2388-9498	Transfer to Sheriff's Fund 1902	0	0	76,183	0	0		
TOTAL EXPENDITURES		10,807,823	\$10,827,323	\$76,183	\$0	10,903,506		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

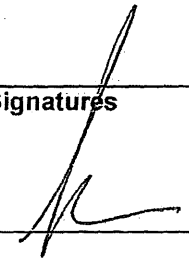
OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of November 17, 2020

Deputy Clerk to the
Board of County Commissioners

 10/26/2020



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

September 30, 2020

Mr. Al Roop, Assistant Director
Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative:
Communication and High Visibility Enforcement
Project Number: 433144-1-8404
Contract Number: G1B36

Dear Mr. Roop:

We have reviewed the attached draft subcontract agreement with the **Palm Beach County Sheriff's Office** for High Visibility Enforcement in the amount of **\$76,182.33** and it is hereby approved. The subcontract agreement will be effective the date the last party signs it, and only charges incurred for services provided between the date of execution and May 14, 2021 will be allowable for reimbursement.

Please send us a copy of the executed subcontract after it has been signed. We will not be able to process invoices for the services until we receive a copy of the executed subcontract.

If you have any questions, please feel free to contact me at trenda.mcpherson@dot.state.fl.us or (850) 414-4025.

Sincerely,

Trenda McPherson, FCCM
State Bicycle Pedestrian Safety Program Manager

/tm

cc: Project File

Letter of Agreement and Contract

In this contract between the Palm Beach County Sheriff's Office ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 14, 2021.

Total contract amount will not exceed \$76,182.33

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project #433144-1-8404, Contract #G1B36. All services must be completed by May 14, 2021. The final invoice must be received by June 4, 2021 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

**SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a grant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2017, 3,135 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (720) and more than 5% were bicyclists (160).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by the Vendor's policies and procedures and must comply with Florida law. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT (each detail location may have different pre-approved days and times of day).
- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details or attendance at required training.
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.). There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*." To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" **prior to June 30, 2019**. The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

Note: Due to COVID-19, IPTM reserves the right to substitute the eligibility between the two listed training courses. The four (4) hour classroom-based training and the two (2) hour online refresher training course is provided free of charge through IPTM. Information on how to schedule the four (4) hour classroom-based training or the two (2) hour online refresher training course will be provided to all applicant agencies. The training delivery will be prioritized based on need. Officers are not required to be trained before the agency applies for funding.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The first required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second required media release must include a reminder that details are ongoing. This second media release must be distributed approximately halfway through the contract period. Additional media engagement is strongly encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

INVOICES

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to

each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document each detail conducted and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved or that take place prior to the date of the approval.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit "C".

As the goal of this initiative is to mitigate traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists, approval decisions must be driven by data and the most severe high crash locations for these types of collisions will receive priority approval. Less severe crash locations and other identified hazardous areas will be approved on a case-by-case basis.

In order to quickly respond to other locations where pedestrian and/or bicyclist serious and fatal injury crashes are developing or worsening, additional HVE locations can receive pre-approval during the contract period. In order to obtain pre-approval of additional locations during the contract period, Vendor must submit a request to IPTM in writing and provide data to support the need. If approved, the location(s) will be added to the Vendor's current executed contract and HVE overtime details will be authorized and reimbursable after the approval date.

All HVE education and enforcement overtime detail locations must be approved by the FDOT.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received by February 26, 2021.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY
FLORIDA’S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS
AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- At least two (2) media engagements will be conducted during the contract period.
- Detail Activity Reports will be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms will be provided for each bike light distributed.
- Invoices will be submitted for each month or payroll period in which overtime details were performed.

PERFORMANCE MEASURES

Proof of performance documentation must be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

Total contract amount not to exceed: \$76,182.33

EXHIBIT "C"

LOCATIONS FOR PALM BEACH COUNTY SHERIFF'S OFFICE
FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS
AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN

Map Location	Roadway Name	From	To	Times	Day
2	Lake Worth Road	Jog Rd	Bridgette Blvd	0600 - 1900	Sun, M, F
8	Military Trail	Lake Worth Rd	Okeechobee Blvd	0100 – 000	M, T, W, F
9	Okeechobee Blvd	Florida's Turnpike	Palm Beach Lakes Blvd	1800 – 1200	M, TH, F
10	Forest Hill Blvd	Jog Rd	Sherwood Forest Blvd	1500 – 2200	F, Sat
13	Jog Road	Linton Blvd	Atlantic Ave	0500 – 2300	F, Sat
15	Lantana Road	Jog Road	Military Trail	0500 – 0000	M, Sat
16	Haverhill Rd N	Stacy Street	Mobilair Drive	1600 – 2000	Sat
20	Forest Hill Blvd	Fairview Villas Dr	Florida Mango Rd	1400 – 2300	Sun, F, Sat
22*	Northlake Blvd	I-95	Southwind Dr	1100 – 2200	TH, Sat
26	Melaleuca Lane	Congress Ave	I-95	0500 – 0000	Sun, Wed
29	Hypoluxo Road	Haverhill Road	Lawrence Road	1600 – 0700	Sat

*Location 22 – PBSO provides services to the Lake Park Police Department. Palm Beach Gardens Police Department's jurisdiction is I-95 to Congress Avenue.

☒ APPROVED
J. McPherson
30 Sept 2020

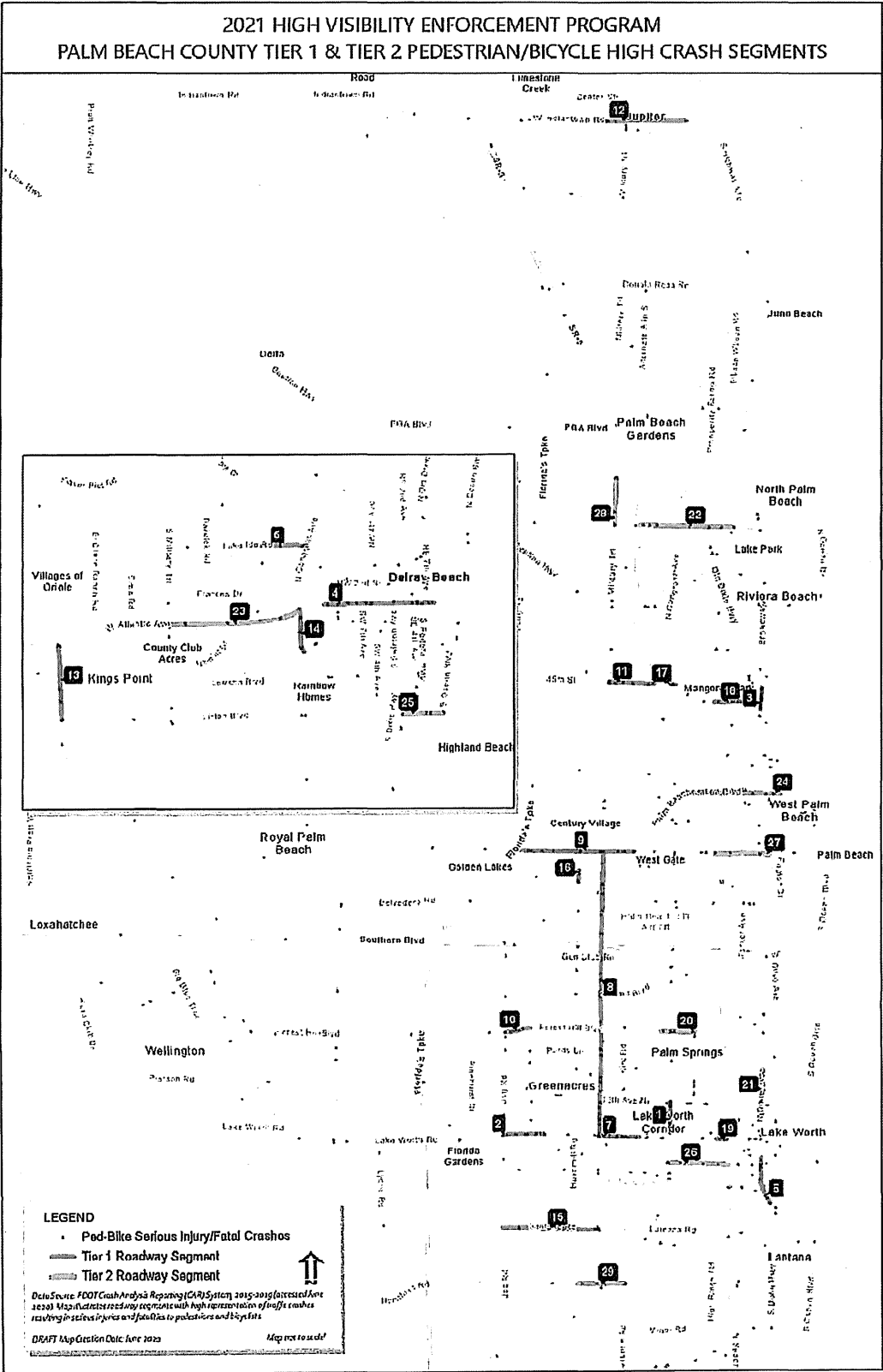
*Location 28 not added as a location due to all of Military Trail between Northlake and Holly being Palm Beach Gardens Police Department's jurisdiction.

LOCATIONS FOR PALM BEACH COUNTY SHERIFF'S OFFICE
SERVICES PROVIDED TO LAKE WORTH POLICE DEPARTMENT

Map Location	Roadway Name	From	To	Times	Day
6	S. Dixie Hwy	Washington Ave	4 th Ave S	0600 – 0200	M
19	Lake Worth Road	Detroit Street	I-95/Lake Worth Tri-Rail Station	0900 – 2000	M, T, W, F
21	N Dixie Hwy	7 th Ave N	Wellesley Dr	1900 – 0600	W, Sat

☒ APPROVED
J. McPherson
30 Sept 2020

EXHIBIT "C"



Letter of Agreement and Contract

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

DocuSigned by:
Vince Smyth
5A7E36787329478

SCH Vince Smyth, Associate Vice President

Cameron Pucci
Cameron Pucci, Director

10/2/2020

Date

10/1/2020
Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: Palm Beach County Sheriff's Office

Address: 3228 Gun Club Rd., West Palm Beach, FL 33406

Ric L. Bradshaw
Vendor's Authorized Agent Signature

10/1/2020
Date

Ric L. Bradshaw
Printed Name

Sheriff
Title

STATE BICYCLE PEDESTRIAN SAFETY
APPROPRIATELY TRAINED MANAGER
FDOT APPROVAL

**Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G1B36
State and Federal Requirements:**

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards www.eefi.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fbs.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program.

If the contract is terminated, the funds may be reallocated to other contracts.

Invoices must be submitted as outlined in the Letter of Agreement and Contract, must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services.

All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor 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 University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract'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 vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or University. The Vendor Ombudsman may be contacted at (850) 413-5516.

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the contract scope of work as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.

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).

The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract 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.

All invoices for services shall contain the following certification statement and must be signed by the vendors financial representative:

"All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted."

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. Only costs directly related to the approved scope of services within the attached contract shall be allowable.

The State of Florida's performance and obligation to reimburse the vendor 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, herein incorporated by reference, the vendor 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 sub-recipient 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).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendors employee or approved subcontractor performs the service required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendors consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retainage, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, 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 to all books, documents, papers, and records of the vendor pertaining to this contract, and to relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination 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 may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the contract is performed, the vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor 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 vendor in conjunction with this contract.

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

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

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University 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 contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal award identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor 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 University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, 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 vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, 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 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation 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 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient'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 University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;
- b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the contract;
- d. 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 University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further contracts pursuant to Federal awards for the Project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access to the vendors records including financial statements, the independent auditor's working papers and contract 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 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

(8) The vendor 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. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such

records upon request. The vendor shall ensure that the audit working papers are made available to the University, 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 University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Managers decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Address* are:

Florida Department of Transportation
Attn: Trenda McPherson, State Bicycle Pedestrian Safety Program Manager
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 vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (USDOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

Disadvantaged Business Enterprises (DBE)

(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance:

The vendor, its contractors, consultants, agents, or employees 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 vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate. Upon notification to the vendor of its failure to carry out its approved contractual services, 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 vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:

The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20. New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

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

None of the funds under this contract 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.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendors part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of \$100,000 the vendor and its contractors, consultants, agents, or employees 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 vendor shall include this provision in all subcontract awards in excess of \$100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:

- o Failure to provide the required audits
- o Failure to provide required reports in the required time frame
- o Failure to perform work described in the contract scope of services
- o Providing fraudulent reports or invoices
- o Misuse of materials or equipment provided through this contract

Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

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 contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees 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.

Vendors shall

- (a) 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;
- (b) 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.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors 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) 500-065-01 SAFETY 04/17 19
- (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 vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor 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 contract

The vendor 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. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor 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.