



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

October 25, 2016

Chief Tony Jones  
Gainesville Police Department  
545 NW 8th Avenue  
Gainesville, FL 32602

RE: City of Gainesville Motorcycle/Scooter Safety and Education Program  
Project Number: MC-17-10-07  
DOT Contract Number: G0F53

Dear Chief Jones:

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 **\$40,000** for the purpose of implementing the **City of Gainesville Motorcycle/Scooter Safety and Education Program** 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 **October 25, 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 Edith Peters at (850) 414-44043, who will be coordinating this activity.

Sincerely,

A handwritten signature in blue ink that reads "Chris Craig". The signature is written in a cursive, flowing style.

Chris Craig, CPM, FCCM  
Traffic Safety Administrator

CC/ep  
Enclosures  
cc: Contract File  
Financial File

TO: SF961SM@dot.state.fl.us

SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0F53

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #G0F53      Contract Type:                      Method of Procurement:  
Vendor Name: CITY OF GAINESVI  
Vendor ID: VF596000325012  
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 \*                      40000.00 \*19024518401   \*174   \*20.600  
2017                      \*55150200                      \*088796/17  
0001                      \*00                      \*                      \*0001/04

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TOTAL AMOUNT:      \*\$                      40,000.00 \*  
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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**

#160614

500-065-01  
 SAFETY  
 09/16

<i>For F.D.O.T Use Only</i> <b>Project Number: MC-17-10-07</b>	<b>FDOT Contract Number: G0F53</b>
<b>Federal Funds Awarded: \$40,000.00</b>	<b>FDOT DUNS Number: 80-939-7102</b>
<b>Federal Award Identification Number (FAIN):</b> 18X9204020 FL 16	
<b>Subgrant Award (Start) Date:</b> 10/25/16	<b>Subgrant End Date: 9/30/2017</b>
<b>Amendment Dates:</b> , , , , , , , , , ,	

**Part I: GENERAL ADMINISTRATIVE INFORMATION** (See Instructions)

1. Project Title: City of Gainesville Motorcycle/Scooter Safety and Education Program

2. Federal Funding: \$40,000.00                      Match: \$                      Total Cost: \$40,000.00

3. Subrecipient Agency: Name: City Of Gainesville Address Line 1: PO Box 490 Station 6 Address Line 2: City: Gainesville State: FL Zip: 32602 -	4. Implementing Agency: Name: Gainesville Police Department Address Line 1: 545 NW 8th Avenue Address Line 2: City: Gainesville State: FL Zip: 32602 -
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5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000352

6. DUNS Number: 010522159

7. Chief Financial Officer: Name: April Shuping Address Line 1: City Of Gainesville Address Line 2: PO Box 490, Station 8 City: Gainesville State: FL Zip: 32602 -  Telephone No: (352) 393 - 8782 ext. E-Mail Address: Shupingma@cityofgainesville.org	8. Project Director: Name: Joe Raulerson Address Line 1: 545 NW 8th Avenue Address Line 2: City: Gainesville State: FL Zip: 32602 -  Telephone No: (352) 393 - 7530 ext. E-Mail Address: raulersojh@cityofgainesville.org
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9. Financial Reimbursement Contact: Name: Alisa Tolbert Title: Grants Fiscal Coordinator Telephone Number: (352) 393 - 8784 ext. E-Mail Address: Tolbertal@cityofgaineville.org	10. Project Activity Contact: Name: Joe Raulerson Title: Lieutenant Telephone Number: (352) 393 - 7530 ext. E-Mail Address: raulersojh@cityofgainesville.org
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11. Payment Remittance Address:  
 Address Line 1: PO Box 490, Station 8  
 Address Line 2:  
 City: Gainesville  
 State: FL  
 Zip: 32602 -

## 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

### 1. Statement of the Problem:

Motorcycle related fatalities, serious injuries, and crashes are a serious concern in the State of Florida. In 2014 alone, the State of Florida encountered 9,854 motorcycle crashes, 427 fatalities, and 8,040 injuries according to the Department of Florida Highway Safety and Motor Vehicles Traffic Crash Facts Report. Gainesville ranks 8 out of 29 cities on the FY2017 Highway Safety Matrix Ranking of Florida cities for fatal and injury motorcycle crashes for populations over 75,000 and above (during 2010-2014). NHTSA 2014 data shows that in 2013, 4,668 motorcyclists were killed in motor vehicle accidents, a decrease of 6% from the 4,986 in 2012.

Gainesville and Alachua County are not isolated from traffic crashes and traffic fatalities being a regional hub and centrally located. Gainesville is a sports destination bringing in over 100,000 people for gatornationals and tens of thousands to the University of Florida for various events. Gainesville like most of Florida has an extremely large number of motorcycle enthusiast events. Motorcyclist are considered a vulnerable road user in the State of Florida and is separated in the Strategic Highway Safety Plan. According to ththe proposed Florida Strategic Highway Safety Plan, Motorcyclists are 3% of the registered motor vehicles yet account for 19% of the fatalities.

Motorcycle crashes increased from 73 in 2014 to 92 in 2015 or a 26% increase.

Year	2011	2012	2013	2014	2015
Traffic Crashes	5113	4361	5121	2350	2919
Motorcycle crashes	83	99	107	73	92
Motorcycle injuries	62	78	82	59	62
Scooter crashes	44	95	68	79	95
Scooter injuries	35	82	56	62	68
Traffic Fatalities	7	7	9	8	12
Motorcycle/scooter Fatal	2	1	2	2	1
County Fatalities	27	37	34	30	37

Florida's Integrated and Report Exchange System (FIRES).\* We had an Information Technology (IT) issue with 2014 reporting to FIRES making all numbers lower than they should be.

Data obtained by Signal Four Analytics and Gainesville Police Department Records Management System (RMS)

<https://firesportal.com>

### 2. Proposed Solution:

Motorcycle rider education and training is identified by the National Highway Traffic Safety Administration (NHTSA) as being in the top 13 focus areas of the 2016 Florida Strategic Highway Safety Plan. To address the growing problem of motorcycle crashes, fatalities, and injuries, the Gainesville Police Department seeks to implement the Safe Motorcycle and Rider Techniques (SMART) training program similar to the one from Osceola County. This six hour course was developed by the Osceola County Sheriff's Office in 2011 and is highly supported by the University of South Florida's Center for Urban Transportation Research.

The program was designed around skill sets taken from the Basic Police Motorcycle Operators Course. The instructor ratio is no less than 1-6 with one lead instructor. Each class will hold a maximum of 24 students in an effort to maximize saddle time and course repetition without creating undue fatigue. There are six stations that emphasize fundamental principles and that have real world applications. Each station is 45 minutes long with a 15 minute break in between stations. During each break there will be an additional five minutes of instruction on a relevant motorcycle operation topic. The breaks are designed as a working break in which questions and additional comments can be addressed.

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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The objectives stress four areas that can be applied to virtually any and all aspects of motorcycle riding:

- To demonstrate the proper use of head and eyes when turning
- To demonstrate the ability to dip the motorcycle in order to facilitate transitioning
- To demonstrate the proper manipulation of clutch, throttle, and break in order to work in the gray area
- To demonstrate the importance of leaning the bike in order to make a tighter turn

The course stresses fundamental principles by putting them into action and practice. The student will learn the following:

- 2X4 Board Drill and Figure Eight
- Offset
- U-turn
- Intersection (Iron Cross)
- Curve Negotiation
- Brake and Escape

There are five minute group classes which will consist of:

- Picking up motorcycle
- Pre-ride motorcycle inspection (T-Clock)
- Importance of head and eyes
- Group riding
- Pulling up to a red light

The course is designed to build great relationships with motorcyclists while improving riding skills for real life situations in order to reduce motorcycle crashes, fatalities, and injuries. The difference in riding skill is measurable and immediate by the end of the day. Upon receiving group and individual safe riding instruction, the student will be able to demonstrate safe motorcycle riding techniques by negotiating commonly found street riding situations in a controlled and skill oriented manner.

Our agency will also work on an action plan partnering with the University Police Department (UPD) to engage students on scooter safety and increase helmet use.

The Gainesville Police Department will also use grant funds to conduct one high visibility motorcycle/scooter enforcement operation per month. The details will focus on helmet use and other traffic infractions.

In 2016, The City of Gainesville conducted SMART courses and had 70 riders attend the course.

### 3. Project Objectives:

Working toward the stated goal the Gainesville Police Department will:

To conduct a minimum of 9 SMART training courses

To train a minimum of 100 motorcycle riders

Reduce the number of traffic crashes by 2%.

Reduce the number of motorcycle-related traffic crashes by 2%.

Reduce the number of scooter/moped-related traffic crashes by 2%

Reduce the number of scooter/moped-related traffic fatalities by 2%.

Reduce the number of injuries in traffic crashes by 2%.

Use Police Beat and other Social networking tools to raise awareness to the Public about motorcycle and scooter laws using the ride smart program model.

Increase motorcycle and scooter/moped citations by 5%

Distribute educational material during operations explaining safe riding and promote helmet use.

### 4. Evaluation:

Production data for each quarter of the program's calendar year will be measured against data from the corresponding time period of the previous year. Objectives not meeting projections will be prioritized in terms of resource deployment

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and operational consideration.

Conduct weekly "Tactical Briefing" sessions for the Traffic safety Team (similar to Compstat)

Record the number of total stops, seatbelt Uniform Traffic Citations (UTC), Total UTC, Motorcycle/Scooter citations, and total arrests.

Record the total number of presentations made by the City of Gainesville motorcycle/scooter Safety and Enforcement Program to include local schools and the total number of college and high school students reached.

Training is conducted in a closed course instructed by highly trained law enforcement motor officers using the very same techniques that place them in the top 5% of all riders. Each student receives individualized attention which positively reinforces the skill sets the course tries to improve. The previous year's numbers will be used as a base line to measure the overall effectiveness of the additional enforcement efforts

**Part III: PROJECT DETAIL BUDGET**

Project Title: City of Gainesville Motorcycle/Scooter Safety and Education Program

Project Number: MC-17-10-07

FDOT Contract Number: G0F53

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
A. Personnel Services Overtime Salary plus benefits	Salary plus benefits	\$33,000	\$33,000	\$0
	Benefits (FICA, Pension, Disability, rehabilitation and life insurance)			
		\$ 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		<b>\$33,000</b>	<b>\$33,000</b>	<b>\$ 0</b>
B. Contractual Services Instructors for SMART	Motorcycle Training instructors utilized outside of the Gainesville Police Department	\$7,000	\$7,000	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		<b>\$7,000</b>	<b>\$7,000</b>	<b>\$ 0</b>
C. Expenses		\$ 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
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
	Subtotal		<b>\$ 0</b>	<b>\$ 0</b>

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Amendment Number: \_\_\_\_\_ (FDOT Only)  
Effective Date: \_\_\_\_\_ (FDOT Only)



### Part III: PROJECT DETAIL BUDGET

Project Title: City of Gainesville Motorcycle/Scooter Safety and Education Program

Project Number: MC-17-10-07

FDOT Contract Number: G0F53

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		\$ 0	\$0	\$0
Subtotal		\$ 0	\$0	\$0
<b>Total Cost of Project</b>		<b>\$40,000</b>	<b>\$40,000</b>	<b>\$ 0</b>

Amendment Number: \_\_\_\_\_ (FDOT Only)

Effective Date: \_\_\_\_\_ (FDOT Only)

### PART IV: PERFORMANCE REPORT

Project Title: City of Gainesville Motorcycle/Scooter Safety and Education Program

Project Number: MC-17-10-07

FDOT Contract Number: G0F53

**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 Training Operations for civilians using the SMART guidelines
2. Conduct traffic enforcement operations targeting motorcycles and scooters
3. Provide performance reports
4. Submit request(s) for financial reimbursement

5.

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 41U.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](mailto: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](mailto: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](mailto: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 Offices 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 Awarded: \$40,000.00

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 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](http://www.ecfr.gov)
- (b) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations  
[www.whitehouse.gov/omb/circulars](http://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](http://www.whitehouse.gov/omb/circulars)
- (b) OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)
- (c) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsr.gov](http://www.fsr.gov)

Project Title: City of Gainesville Motorcycle/Scooter Safety and Education Program


Project Number: MC-17-10-07

FDOT Contract Number: GOF53

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

**SUBRECIPIENT**

City Of Gainesville  
Subrecipient Agency Name

By:   
Signature of Authorized Representative

Name: Anthony Lyons  
Authorized Representative's Name Printed

Title: City Manager  
Authorized Representative's Title Printed

Date: 10-10-16  
Date Signed

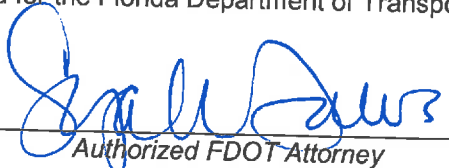
(For FDOT Use Only)

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By:   
Authorized FDOT State Safety Office Representative

Date: 10/25/16  
Date Signed

Reviewed for the Florida Department of Transportation:

By:   
Authorized FDOT Attorney

Date: 10.24.16  
Date Signed

**IMPLEMENTING AGENCY**

By:   
Signature of Implementing Agency Administrator


Name: Tony Jones  
Agency Administrator's Name Printed

Title: Chief of Police  
Agency Administrator's Title Printed

Date: 10-10-16  
Date Signed

**NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.**

**APPROVED AS TO FORM AND LEGALITY**

By:   
Lee G. Libby, Asst. City Atty II  
City of Gainesville, Florida