



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

July 2, 2018

Ms. Beverly Evans
University of North Florida
1 UNF Drive
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative
High Visibility Enforcement
Project Number: 433144-1-8404
FDOT Contract Number: G0Y79

Dear Ms. Evans:

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 **\$2,761,000** for the purpose of implementing **Florida's Bicycle Pedestrian Focused Initiative: High Visibility Enforcement** 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 **July 2, 2018**, and only those costs incurred on or after that date and on or before **June 30, 2019** are eligible for reimbursement.

Please review the State and Federal Requirements section of the sub-grant agreement. This section contains the legal conditions of your subgrant award.

I look forward to working with you on this project. If you have any questions or need assistance, you may contact me directly at (850) 414-4025 or trenda.mcpherson@dot.state.fl.us.

Sincerely,

Trenda P. McPherson, FCCM
State Bicycle Pedestrian Safety Program Manager

/tm

Enclosures

cc: Ms. Cameron Pucci
Mr. Al Roop
Project File

To: Donna.Collins@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G0Y79

6/19/2018

CONTRACT INFORMATION

Contract:	G0Y79
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	UNIVERSITY OF NORTH FLORIDA
Vendor ID:	F592976169011
Beginning Date of This Agreement:	07/02/2018
Ending Date of This Agreement:	06/30/2019
Contract Total/Budgetary Ceiling:	ct = \$2,761,000.00
Description:	Florida Bicycles Pedestrian Focused Initiative High Visibility Enforcement

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/19/2018

Action:	Future Year
Reviewed or Approved:	*REVIEWED
Organization Code:	55671000945
Expansion Option:	AG
Object Code:	780000
Amount:	\$2,761,000.00
Financial Project:	43314418404
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2019
Budget Entity:	55100100
Category/Category Year:	088796/19
Amendment ID:	A001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	/04

Total Amount: \$2,761,000.00

*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

Application Form

For F.D.O.T Use Only	
Project Number: 433144-1-8404	FDOT Contract Number: G0Y79
Federal Award Identification No. (FAIN) 12D918002Z240	
Grant Award (Start) Date: July 2, 2018	Grant End Date: 06/30/2019
Revision Dates:	
Part I: GENERAL ADMINISTRATIVE INFORMATION	
1. Project Title/Description: Florida's Bicycle Pedestrian Focused Initiative: High Visibility Enforcement	
2. Federal Funding Amount Requested: \$2,761,000	
3. State or Local Match Amount (if applicable): N/A	
4. Total Project Cost: \$2,761,000	
5. Sub-Recipient/Requesting Agency	6. Implementing Agency
University of North Florida	Institute of Police Technology and Management (IPTM)
Address Line 1: 1 UNF Drive	Address Line 1: 12000 Alumni Drive
Address Line 2:	Address Line 2:
City: Jacksonville	City: Jacksonville
State: Florida	State: Florida
Zip: 32224	Zip: 32224
7. Federal ID Number or 29 Digit FLAIR Account Number: 59-1982921	
8. DUNS Number: 122633795	
9. Chief Financial Officer	10. Project Director
Name: Beverly Evans	Name: Al Roop
Address Line 1: University of North Florida	Address Line 1: IPTM
Address Line 2: 1 UNF Drive	Address Line 2: 12000 Alumni Drive
City: Jacksonville	City: Jacksonville
State: Florida	State: Florida
Zip: 32224	Zip: 32224
Telephone Number: 904-620-2790	Telephone Number: 904-620-4784
Alt. Telephone Number:	Alt. Telephone Number: 904-620-4786
E-Mail Address: BEvans@unf.edu	E-Mail Address: a.roop@unf.edu
11. Financial Reimbursement Contact	12. Project Activity Contact
Name: Dan Orel	Name: Al Roop
Title: Coordinator, IPTM	Title: Assistant Director
Telephone Number: 904-620-2772	Telephone Number: 904-620-4784
Alt. Telephone Number: 904-620-4786	Alt. Telephone Number: 904-620-4786
E-Mail Address: Dan.Orel@unf.edu	E-Mail Address: a.roop@unf.edu

RECEIVED
 F.D.O.T.
 SAFETY OFFICE
 JUN 10 PM 3:06

13. Payment Remittance Address	
Address Line 1:	University of North Florida Training & Services, Inc.
Address Line 2:	12000 Alumni Drive
City:	Jacksonville
State:	Florida
Zip:	32224

Part II: Proposed Project

The **Purpose** of this funding opportunity is to develop and implement effective state and community level communication and high visibility enforcement operations in identified priority areas in Florida.

Clearly state the **Purpose** of this project and the role it will play in accomplishing the overall objectives of this funding opportunity:

Improving the Safety of Pedestrians and Bicyclists is a focused initiative of the Florida Department of Transportation. This funding is awarded to support the overarching goals of the Pedestrian and Bicycle Safety Emphasis Area of Florida's Strategic Highway Safety Plan and Highway Safety Improvement Plan.

In 2016, 3,176 people lost their lives in traffic crashes on Florida's roadways. More than 21% of them were pedestrians (667) and more than 4% were bicyclists (140).

The Purpose of this funding opportunity is to develop and implement effective high visibility enforcement operations in the twenty-five (25) counties with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists;

Advance data collection, analysis, and evaluation;

Establish clear priorities that guide the implementation of safety strategies towards areas with the highest representation of traffic crashes resulting in fatalities or serious injuries to pedestrians and bicyclists.

The **Goal** of this funding opportunity is to increase awareness of pedestrian and bicycle safety issues and compliance with traffic laws pertaining to pedestrian and bicyclist safety in an effort to reduce pedestrian and bicycle crashes, fatalities, and serious injuries on Florida's transportation system.

Clearly list each **Primary Goal** of this project.

The project goal is to increase awareness of pedestrian and bicycle safety issues and compliance with traffic laws pertaining to pedestrian and bicyclist safety in an effort to reduce pedestrian and bicycle crashes, fatalities, and serious injuries on our roadways.

Performance Measures

The **Safety Performance Measures** for this project are identified in the following three categories:

- 1.) **Core Performance Measures** (also known as outcome performance measures) relate to the safety goals and objectives established below. These measures are specific to resource allocation and are designed to measure the overall performance of the project.
- 2.) **Behavioral Performance Measures** provide a link between specific safety activities and outcomes by assessing whether the activities influenced behavior. These measures may include direct observations or self-reported behavior pertaining to program awareness and attitude obtained through surveys.

3.) **Activity Performance Measures** document safety program implementation and track actions taken by law enforcement, media, and other communication methods, to reduce crashes resulting in serious injuries and fatalities of pedestrians and bicyclists.

The **Core Performance Measures** for this project are:

Eliminate pedestrian and bicyclist fatalities and serious injuries resulting from traffic crashes on public roads by decreasing the number of non-motorized fatalities and non-motorized serious injuries based on the five-year rolling average as established in the State Highway Safety Improvement Plan and/or Strategic Highway Safety Plan.

Pedestrian and Bicyclist Fatalities and serious injuries will be evaluated based on the Federal Highway Administration's Safety Performance Measures Final Rule (23 CFR 490) and the National Highway Traffic Safety Administration's Uniform Procedures for State Highway Safety Grant Programs Interim Final Rule (23 CFR 1300).

The **Core Activity Performance Measures** for this project are:

Each Law Enforcement Agency is required to include pedestrian and bicycle safety initiatives in their enforcement plan.

Each Law Enforcement Agency is required to meet the training requirements for all officers participating in contracted operations.

Each Law Enforcement Agency will perform a minimum of ninety percent of contracted efforts outlined within their High Visibility Enforcement contract within the contract period to be eligible for award consideration.

Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met. Performance will be tracked through monthly activity reports and measured against the established enforcement plan

Clearly list all **Objectives and Supporting Tasks** that will be implemented to accomplish each primary goal of this project:

Note: Progress Reports are not objectives or tasks and should not be listed in this space.

Objective 1. High Visibility Enforcement Contracts: Contract with law enforcement agencies to conduct high visibility enforcement (HVE) of pedestrian and bicycle safety issues in Florida. Contracts will follow the guidelines of the High Visibility Enforcement Plan developed by Florida's Bicycle/Pedestrian Leadership Team. A copy of each law enforcement contract will be submitted to the State Bicycle Pedestrian Safety Program Manager for written approval prior to execution.

Task A. Establish Priorities for FY 18/19 – Analyze prior year's crash data, establish priority counties and locations for FY 17/18, and develop maps indicating prior counties/locations, denoting pedestrian and bicycle areas separately.

Task B. Planning and Review – Review/prioritize applications and recommend funding levels per county and per agency based on results of Task A, as well as crash data and past performance. Recommendations will include intersections/corridors and ped/bike emphasis areas from the prior task. FDOT shall review and provide final recommendations for funding. The High Visibility Enforcement Plan will include the following elements:

1. Identify areas with the highest representation of pedestrian and bicycle crashes, fatalities, and serious injuries within each priority county.
2. Identify the method of calculating fund distribution between priority counties.
3. Outline the criteria and selection process that will be used to determine enforcement agency funding levels within each priority county.
4. Identify the method of providing training to enforcement agencies and how individual officer training will be tracked.
5. Establish the media requirements for each enforcement agency.
6. Establish the method enforcement agencies will use to report media activities and how those will be verified, documented, and tracked.
7. Outline reporting requirements, and penalties for non-compliance that will be implemented within High Visibility Enforcement Plan projects.
8. Identify the method that will be used to select the agency of the year award sub-recipient.

Task C. Contracting – Initiate and execute contracts with enforcement agencies identified in the prior task, obtaining written approval from FDOT prior to contracting. This task will include the work performed to execute contracts with agencies, monitoring performance, receiving deliverables, and verifying that they meet contract guidelines, processing invoices timely, and conducting consistent evaluation of enforcement elements and activities to assess whether or not the targets are being reached. Target areas will be directed by data supplied through the FDOT Safety Office cluster analysis and feedback/data provided by local law enforcement agencies. Multiple contracts may be awarded within a single priority county based on need and will be allocated following the establish HVE Plan. A review of current grant and district funding levels will be conducted to ensure that there is no duplication of efforts.

Objective 2: Program Evaluation

Task A: Compile and Evaluate Data from HVE Contracted Activities – Contracts include requirements for data collection for activities to evaluate their performance. This data will be compiled and evaluated and reported to the State Bicycle Pedestrian Safety Program Manager with each monthly performance report and all months combined will be reported in the final report.

Task B: Conduct Final Analysis – The performance evaluation data from Task A will be used in conjunction with behavioral observations and public opinion surveys to evaluate the overall effectiveness of the program in a systematic approach which will include the elements listed in Part III: Evaluation.

Clearly list the ***Timeline and Schedule of Completion*** for each objective and supporting task listed above:

Objective	Task	Performance Period	Due Date
Objective 1: High Visibility Enforcement Contracts	Task A: Proposal Review and Analysis	Monthly beginning on the last day of the month following the subgrant award.	The last day of each calendar month.
	Task B: Planning and Review		
	Task C: Contracting		
Objective 2: Program Evaluation	Task A: Collect and Evaluate Data from HVE Activities	Monthly beginning the first month after the award of HVE contracts.	The end of each month for the previous month's activities.
	Task B: Final Analysis	The 12-month period from subgrant award to June 30 th .	July 31 st .

Clearly list each **Deliverable** that will be submitted to verify project performance criteria was met. Note: Each **Deliverable** must directly correspond to and validate that an objective or task listed in this project was completed as outlined. All Deliverables must be quantifiable, measurable, and verifiable. *Note: Progress Reports are not deliverables and should not be included in this space.*

Deliverable	Corresponding Objective or Task	Due Date
Deliverable 1: Analysis sheet with applications	Objective 1: High Visibility Enforcement Contracts, Task A: Establish Priorities and Maps for FY 2018/19	08/31/2018
Deliverable 2: Analysis sheet with recommended funding for agencies and maps (HVE Plan)	Objective 1: High Visibility Enforcement Contracts, Task B: Planning and Review	08/31/2018
Deliverable 3: List and copies of HVE enforcement contracts	Objective 1: High Visibility Enforcement Contracts, Task C: Contracting	The last day of each calendar month
Deliverable 4: Collect, compile and report HVE contracted activities	Objective 2: Evaluate Program Effectiveness, Task A: Compile and Evaluate Data from HVE Contracted Activities	The end of each month for the previous month's activities
Deliverable 5: Final Report	Objective 2: Evaluate Program Effectiveness, Task A: Conduct Final Analysis	07/31/2019

Part III: Evaluation.

Explain in detail how you will evaluate the effectiveness of this program using an **Outcome Evaluation** method. Evaluations must be quantifiable and measurable but can include both outputs and outcomes that support goal completion.

The evaluation of this project will be compiled using data collected from several activities:

- HVE operation reports and invoices
- Changes in crashes, serious injuries, and fatalities involving pedestrians and bicyclists in the selected areas
- Changes in behaviors of pedestrians, bicyclists, and motor vehicle operators in selected areas as measured through observational surveys
- Changes in public awareness in selected areas as measured through public opinion surveys
- Changes in crash cluster sizes or movements surrounding HVE activities

The comparison with the previous year's statistics as well as the trend for the prior five years will be the main outcome of the evaluation for all aspects listed above. The evaluation will include verification of reaching target areas with high representation of traffic crashes resulting in pedestrian and bicycle fatalities and injuries for high visibility enforcement. The change in stated and observed behavior at the target areas will be utilized to determine the effectiveness of the overall project.

Part IV: Project Detailed Budget.

Project Title: Florida's Bicycle Pedestrian Focused Initiative: High Visibility Enforcement

Project Number: 433144-1-2404

FDOT Contract Number: G0479

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. Expenditures that are not listed below, or that have not received an approval via an amendment are not allowable costs and will not be reimbursed from this project.

Budget Category	Total Cost	Federal Funds	Matching Funds
A. Personnel Services			
Subtotal			
B. Contractual Services			
High Visibility Enforcement Contracts	\$2,510,000		
Subtotal	\$2,510,000		
C. Expenses			
Subtotal			

Part IV: Project Detailed Budget.			
Project Title: Florida's Bicycle Pedestrian Focused Initiative: High Visibility Enforcement			
Project Number: 433144- 1-8404			
FDOT Contract Number: G0Y79			
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. Expenditures that are not listed below, or that have not received an approval via an amendment are not allowable costs and will not be reimbursed from this project.			
D. Operating Capital Outlay			
Subtotal			
E. Indirect Cost Rate: 10%	\$251,000		
Subtotal	\$251,000		
Total Project Cost:	\$2,761,000		
Budget Narrative (List all items)			
Personnel:			
Contractual Services:			
High Visibility Enforcement Contracts			
<p>Contracts for High Visibility Enforcement (HVE)/overtime for officers to conduct pedestrian and bicycle safety details directed towards reducing pedestrian and bicycle crashes in counties with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists in Florida.</p> <ol style="list-style-type: none"> 1. Activities include education and enforcement actions towards motor vehicle operators, pedestrians, and bicyclists for law violations and unsafe behaviors that can contribute to traffic crashes that involve pedestrians and bicyclists. 2. Target areas will be directed by data supplied through the Florida Department of Transportation (FDOT) State Safety Office cluster analysis coupled with feedback and data provided by local law enforcement agencies. Multiple contracts may be awarded within a single priority county based on need and will be allocated following the established HVE Plan. A review of current subgrant and district funding levels will be conducted to ensure that there is no duplication of efforts. 			

Expenses:

Operating Capital Outlay:

Indirect Cost:

The indirect cost rate is 10% of direct costs.

Part VI: Reporting.

This section outlines the monthly and final reporting requirements.

Monthly reports are required to include a process evaluation of the project for each reporting period.

This project is based on the State of Florida fiscal year. The first monthly reports are due the last day of the month following the date of award and every other report is due within 30 days from the last day of the previous month.

Example: If the award date is July 15, 2018, the first reports would be due by August 31, 2018 for the billing period of July 15 – 31, 2018.

The second set of reports would be due by September 30, 2018 for the billing period of August 1 – 31, 2018.

Progress reports shall be submitted with each monthly invoice, and must contain the following information:

1. FDOT Project Number and Title
2. A list of all objectives and supporting tasks in progress or completed during the reporting period.
3. A list of all required deliverables for each completed objective and/or task. Each completed deliverable, or proof of deliverable completion, must be attached.
4. A copy of each contract and written approval letter for each contract executed in the reporting period must be included.
5. Details of all contracted activities performed for the reporting period must be included.
6. Details of all training (including law enforcement training), workshops, or other educational outreach events or activities conducted during the reporting period must be included.
7. A summary of all public opinion and observational surveys collected during the reporting period must be included.
8. An Inventory Tracking List updated to reflect each purchase, distribution, and remaining resources, and a copy of each approval letter during the reporting period must be included.
9. Details of all earned media activities (including law enforcement media engagement) for the reporting period must be included.
10. Percentage of Progress made towards accomplishing project goals during the reporting period must be included.
11. An outcome evaluation that is quantifiable and measureable for the objectives and tasks implemented during the reporting period must be included.

A final progress report compiling all progress for the entire project period and evaluating the final outcome(s) of the project must be postmarked or received in hard copy by the FDOT Safety Office on or before July 31, 2019.

Final progress reports shall contain the following information:

1. FDOT Project Number and Title
2. An outcome evaluation of all surveys, objectives and supporting tasks, contracted services, events, and activities conducted during the project period.

3. An Inventory Tracking List reflecting project period starting inventory, all inventory added during the project period, all inventory distributed during the project period and all remaining inventory on hand at the end of the project period.
4. An outcome evaluation of inventory distribution that documents how distribution contributed to pedestrian and bicycle safety improvements in each priority county.
5. GIS maps of initial priority areas, GIS maps of all media distribution locations, GIS maps of all HVE activities, GIS maps of all survey locations, GIS maps of all outreach and education locations, and one GIS map with all activities overlaid.
6. A narrative report describing the overall percentage of progress made towards accomplishing program goals during this project period that resulted from implementation of this project.

The final reimbursement request must be postmarked or received in hard copy by the FDOT Safety Office on or before July 31, 2019.

All reimbursement requests shall be submitted monthly in hard copy using FDOT Forms #500-065-04, #500-065-05, #500-065-06, and #500-065-07. All signatures on these forms must be original and all supporting documentation must be included with the request.

Reimbursement requests will not be processed and may be returned to the subrecipient or implementing agency unpaid if the required documentation is not attached.

Failure to submit monthly and/or final progress reports and reimbursement requests as outlined above may result in termination of the agreement; may render the sub-recipient ineligible for reimbursement of expenses; and may render the sub-recipient ineligible for future funding.

If the agreement is cancelled, the funds may be reallocated to other projects.

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205

CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION
Federal-Aid Highway Program, Federal Lands Highway Program

***Award Amount:** \$2,761,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 10%

****Award is for R&D:**

*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 AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

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

www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT 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.fsrs.gov

Project Title: Florida's Bicycle Pedestrian Focused Initiative: High Visibility Enforcement

Project Number: 433144-1-0404

FDOT Contract Number: G0779

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to all conditions set forth in this Agreement, and that each have read and understand the Agreement in it's 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. This Agreement will be considered a fully executed contract on the date the last party signs in agreement.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Authorized FDOT State Safety Office Representative

Date: 6/25/2018
Date Signed

Reviewed for the Florida Department of Transportation:

By: [Signature]
Authorized FDOT Attorney

Date: 6/20/18
Date Signed

SUBRECIPIENT

University of North Florida
Subrecipient Agency Name

By: [Signature]
Signature of Authorized Representative

Name: Dr. David Szymanski
Authorized Representative's Name Printed

Title: President
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: [Signature]
Signature of Implementing Agency Administrator

Name: Cameron Pucci
Agency Administrator's Name Printed

Title: Director
Agency Administrator's Title Printed

Date: 6/5/18
Date Signed

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

Certification Statement

All Costs Must Be Fair and Reasonable and directly related to the services provided within this contract.

To be allocated to a project, a cost must be directly related to the services provided. If the cost benefits more than one project, a determination must be made that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized in or approved pursuant to the agreement between the state and the sub-recipient.

To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.

To be necessary, a cost must be essential to the successful completion of the project.

Indirect costs/overhead will be evaluated to determine that the rate is fair and reasonable.

Sub-recipients must provide documentation to the awarding agency to support the conclusions reached as shown on the *Cost Analysis for Non-Competitively Procured Agreements in Excess of Category II* form if a non-competitive process is used or provide documentation of statutory exemption.

All media/marketing contracts must be based on a "Community Partner" rate and must include in-kind contributions on behalf of the provider to support their community partnership.

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S.

Documentation is on file evidencing the methodology used and the conclusions reached.



Signature of Authorized Agency Official

Cameron Pucci

Name of Authorized Agency Official

Director

Title of Authorized Agency Official

State and Federal Requirements

1. Reporting Requirements.

Monthly reports are required to include a process evaluation of the project for each reporting period.

This project is based on the State of Florida fiscal year. The first monthly reports are due the last day of the month following the date of award and every other report is due within 30 days from the last day of the previous month.

Example: If the award date is July 15, 2018, the first reports would be due by August 31, 2017 for the billing period of July 15 – 31, 2017.

The second set of reports would be due by September 30, 2018 for the billing period of August 1 – 31, 2018.

Progress reports shall be submitted with each monthly invoice, and must contain the following information:

- FDOT Project Number and Title
- A list of all objectives and supporting tasks in progress or completed during the reporting period.
- A list of all required deliverables for each completed objective and/or task. Each completed deliverable, or proof of deliverable completion, must be attached.
- A copy of each contract and written approval letter for each contract executed in the reporting period must be included.
- Details of all contracted activities performed for the reporting period must be included.
- Details of all training (including law enforcement training), workshops, or other educational outreach events or activities conducted during the reporting period must be included.
- A summary of all public opinion and observational surveys collected during the reporting period must be included.
- An Inventory Tracking List updated to reflect each purchase, distribution, and remaining resources, and a copy of each approval letter during the reporting period must be included.
- Details of all earned media activities (including law enforcement media engagement) for the reporting period must be included.
- Percentage of Progress made towards accomplishing project goals during the reporting period must be included.
- An outcome evaluation that is quantifiable and measurable for the objectives and tasks implemented during the reporting period must be included.

A final progress report compiling all progress for the entire project period and evaluating the final outcome(s) of the project must be postmarked or received in hard copy by the FDOT Safety Office on or before July 31, 2019.

Final progress reports shall contain the following information:

- FDOT Project Number and Title
- An outcome evaluation of all surveys, objectives and supporting tasks, contracted services, events, and activities conducted during the project period.
- An Inventory Tracking List reflecting project period starting inventory, all inventory added during the project period, all inventory distributed during the project period and all remaining inventory on hand at the end of the project period.
- An outcome evaluation of inventory distribution that documents how distribution contributed to pedestrian and bicycle safety improvements in each priority county.
- GIS maps of initial priority areas, GIS maps of all media distribution locations, GIS maps of all HVE activities, GIS maps of all survey locations, GIS maps of all outreach and education locations, and one GIS map with all activities over-laid.
- A narrative report describing the overall percentage of progress made towards accomplishing program goals during this project period that resulted from implementation of this project.

The final reimbursement request must be postmarked or received in hard copy by the FDOT Safety Office on or before July 31, 2019.

All reimbursement requests shall be submitted monthly in hard copy using the following FDOT Forms #500-065-04, #500-065-05, #500-065-06, and #500-065-07. All signatures on these forms must be original and all supporting documentation must be included with the request.

Reimbursement requests will not be processed and may be returned to the subrecipient or implementing agency unpaid if the required documentation is not attached.

Failure to submit monthly and/or final progress reports and reimbursement requests as outlined above may result in termination of the agreement; may render the sub-recipient ineligible for reimbursement of expenses; and may render the sub-recipient ineligible for future funding.

If the agreement is terminated, the funds may be reallocated to other projects.

2. Reimbursement Requests.

Reimbursement requests must be submitted monthly and must include the required progress report(s) as per section 1 above.

This project is based on the State of Florida fiscal year. The first reimbursement request is due the last day of the month following the date of award and subsequent reimbursement requests are due within 30 days from the last day of the previous month.

Example: If the award date is July 15, 2018, the first reports would be due by August 31, 2017 for the billing period of July 15 – 31, 2018.

The second set of reports would be due by September 30, 2018 for the billing period of August 1 – 31, 2018.

All requests for reimbursement must contain full details of each expenditure sufficient to support a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs.

All requests for reimbursement must include a copy of each executed contract or purchase order, a copy of the vendor invoice with the required certification statement, exact dates of service, and proof of payment by the sub-recipient in order to be considered for reimbursement.

All deliverables and required reports for the period of performance must also be received and accepted by the FDOT State Safety Office prior to reimbursements being processed for payment.

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

Failure to submit monthly reimbursement requests as outlined above may result in termination of the agreement; may render the sub-recipient ineligible for reimbursement of expenses; and may render the sub-recipient ineligible for future funding.

If the agreement is terminated, the funds may be reallocated to other projects.

Payment shall be made only after receipt and approval of goods and services. If the Department determines that the performance of the sub-recipient is unsatisfactory, the Department shall notify the sub-recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department.

The sub-recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the sub-recipient 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 sub-recipient 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 sub-recipient resolves the deficiency.

If the deficiency is subsequently resolved, the sub-recipient may bill the Department for the retained amount during the next billing period. If the sub-recipient 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 sub-recipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

3. Responsibility of Sub-recipient.

The sub-recipient and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of grant funds and required 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 Program Manager and must meet all state and federal regulations attached or referenced in this agreement.

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).

4. Compliance with Chapter 287, Florida Statutes.

The sub-recipient 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.

5. Approval of Consultant and Contractual Service Agreements.

The FDOT State Safety Office shall review and approve in writing all consultant and contractual service agreements prior to execution.

Approval of this subgrant does not constitute approval of vendor contracts or agreements. Any contract executed without prior written approval of the FDOT State Safety Office will not be reimbursable under this agreement.

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

- Beginning and end dates of the agreement (not to exceed the grant period);
- Total contract amount;
- Scope of work/Services to be provided;
- Quantifiable, measurable, and verifiable deliverables;
- Minimum level of service to be performed and criteria for evaluating successful completion;
- Budget/Cost Analysis;
- Method of compensation/Payment Schedule;
- and Financial Consequences for failure to meet the minimum level of performance outlined in the contract.

All contractual service agreements shall contain the following statement:

“The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Project # (insert project number), FDOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited.”

All invoices for contractual services shall contain the following certification statement and must be signed by the contractor’s financial representative:

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

6. Amendment of Consultant and Contractual Service Agreements

The FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution.

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

7. Allowable Costs.

The allowability of costs incurred under any grant or 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 sub-recipient. **Only costs directly related to this approved project shall be allowable.**

8. Travel.

Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form Number 300-000-06) or other approved Florida Department of Financial Services Travel 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, or meeting travel which includes a registration fee, shall require written approval of the FDOT State Safety Office Program Manager prior to the incurring of actual travel. Costs must be within the travel budget of the project and relevant to the project to be eligible for reimbursement.

Out-of-state travel shall not be approved unless the specific trip is in the approved grant 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 grant 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.

9. Amendments to this Agreement.

The sub-recipient or implementing agency shall obtain prior written approval from the State Safety Office Program Manager for changes to the agreement. Amendments to the agreement will be approved 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.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the sub-recipient or the Administrator of the Implementing Agency.

Delegations of signature authority will not be accepted for amendment requests without prior written approval.

10. Reimbursement Obligation.

The State of Florida's performance and obligation to reimburse the sub-recipient 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 (Non-procurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, herein incorporated by reference, the sub-recipient 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 41U.S.C. 253(g) (currently \$25,000).

11. Commencement of Projects.

If a project has not commenced within 30 days after the acceptance of the grant award, the sub-recipient or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the sub-recipient or its implementing agency to the FDOT State Safety Office Program Manager. The sub-recipient agrees that if the letter is not received in the 60 days, the FDOT State Safety Office Program Manager may cancel the project. 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 sub-recipient from the FDOT State Safety Office Program Manager.

12. Obligation of Grant Funds.

Funds may not be obligated prior to the effective date or subsequent to the end date of the grant period. Only project costs incurred on or after the effective date and on or prior to the end date of the grant are eligible for reimbursement. A cost is incurred when the sub-recipient's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the sub-recipient or its implementing agency, notwithstanding the date of order.

13. Performance.

In the event of default, noncompliance, or violation of any provision of this agreement by the sub-recipient, the implementing agency, the sub-recipient's consultant(s) or contractor(s) and supplier(s), the sub-recipient 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 sub-recipient 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 sub-recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

14. Access to Public Records and Monitoring.

The Department, 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 sub-recipient and its implementing agency, and to relevant books and records of the sub-recipient, its implementing agency, and its consultants and contractors under this agreement, 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 will include, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of grant activity via telephone calls from FDOT State Safety Office staff to sub-recipients. By entering into this agreement, the sub-recipient and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the sub-recipient or its implementing agency is performed, the sub-recipient agrees to bring the project into compliance with the grant agreement. The sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The sub-recipient and implementing agency agree to comply with all provisions provided in Chapter 119 Florida Statutes. If the sub-recipient receives a public records request concerning its work undertaken pursuant to a Department contract, the sub-recipient must take appropriate action as required by Chapter 119, Florida Statutes.

The Department shall unilaterally cancel this grant if the sub-recipient 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 sub-recipient or its implementing agency in conjunction with this grant.

Records of costs incurred under the terms of this grant shall be maintained and made available upon request to the Department at all times during the period of this grant 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 sub-recipient'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.

15. Audit.

The administration of resources awarded through the Department to the sub-recipient 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 sub-recipient 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 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 sub-recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The sub-recipient 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 sub-recipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

(1) In the event the sub-recipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the sub-recipient 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 Agreement provides the required Federal award identification information needed by the sub-recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the sub-recipient 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 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 sub-recipient 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 sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the sub-recipient is exempt from Federal audit requirements for that fiscal year. However, the sub-recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the 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 sub-recipient's resources obtained from other than Federal entities).

(4) The sub-recipient 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 Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Department 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 Department by this Agreement. If the sub-recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, 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:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
- b. 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;
- c. Wholly or partly suspend or terminate the Federal award;
- 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 Department, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further Federal awards for the Project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this Federal award, the sub-recipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the sub-recipient'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

(8) The sub-recipient 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 sub-recipient 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.

16. 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.

17. Retention of Records.

The sub-recipient 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 sub-recipient 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.

18. 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.

19. Accountability.

The sub-recipient or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this agreement.

20. Disputes and Appeals.

Any dispute, disagreement, or question of fact arising under the agreement 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 sub-recipient and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision(s).

21. 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.

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

During the subgrant period, but before publication and 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 15 days prior written notice.

(a) 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 sub-recipient 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, or any other agency of the State or Federal Government.

23. Responsibility for Claims and Liability.

Subject to the limitations of Section 768.28, Florida Statutes, the sub-recipient 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 sub-recipient, implementing agency, and its contractor, consultant, agents and employees. The sub-recipient and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this grant agreement which is caused by the sub-recipient'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 sub-recipient and its implementing agency agree to the following assurance: The sub-recipient 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 sub-recipient shall take all necessary and reasonable steps under 49 CFR, Part 2 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 sub-recipient 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 sub-recipient 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 consultant 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 sub-recipient, its implementing agency, or the Department deems appropriate.

25. Restrictions on Lobbying.

The sub-recipient 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 granted 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 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.

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. If this occurs, the remainder will of the agreement stands and is required 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. Sub-recipients that obtain grant funds to support paid advertising must provide the required Federal reporting information in their progress reports.

28. Public Service Announcements, Marketing, and Advertising.

All paid media reimbursed with grant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in grant 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 contract and resource allocation plan shall be submitted to the FDOT State Safety Office for review.

Resource Allocations Plans must include the following:

- Type of media being utilized

- How the paid media will be implemented to support high visibility enforcement efforts
- The amount allocated for the media
- Community context data to support the type of media and location of media reach
- 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 and approved for purchase under this agreement. Copies and/or images of all paid media graphics, creative, or other products purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement.

All grant 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 program and/or its logo can appear on the paid media.

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.

Before printing or ordering any public awareness or outreach items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review.

The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement.

Two copies or samples of each public awareness or outreach item purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items. Failure to include the required copies or examples will result in the invoice being returned for correction. Payment will not be processed until the correction has been made.

All public awareness and outreach items will serve to educate or inform the public about safety issues, safety practices, or programs available to increase traffic safety. These items can be used in conjunction with a project to enhance awareness of an issue, brand a campaign, or provide a reminder message for the intended sub-recipient after an activity is completed.

When public awareness or outreach items are included in an activity, a plan outlining the purpose of the items is required to be included in the written request for approval.

The plan should include the following:

- Activity
- Item description
- Quantity
- Cost
- Target audience
- Explanation of how the activity will help meet the objective of the project
- Description of how the results of the activity will be used and reported

All public awareness or outreach items reimbursed with grant funds shall contain a traffic safety message. Most public awareness or outreach documents printed on paper and used to educate or inform the public about traffic safety issues, safety practices, or programs available to increase traffic safety are allowable.

Outreach items cannot be freely distributed to the public without any action on a sub-recipient's part. Persons receiving outreach items should interact with the sub-recipient in some manner related to the goal of the project to receive them. Approved actions include signing a pledge, completing a survey, or attending a safety presentation. The results of each interactive activity must be reported in the monthly progress report.

30. Clean Air Act and Federal Water Pollution Control Act.

For grant awards in excess of \$100,000 the sub-recipient 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 sub-recipient shall include this provision in all subcontract awards in excess of \$100,000.

31. Ineligibility for Future Funding.

The sub-recipient and its implementing agency agree that the Department shall find the sub-recipient or its implementing agency ineligible for future funding for any of the following reasons:

- Failure to provide the required audits
- Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends
- Failure to provide required monthly and final reports in the required time frame
- Failure to perform work described in Part II of the grant agreement
- Providing fraudulent monthly reports or reimbursement requests
- Misuse of equipment purchased with Federal highway safety funds

32. Safety Belt Policy.

Each sub-recipient 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.

33. Buy America Act

The sub-recipient 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 sub-recipient 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. FHWA 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.

34. Indirect Costs.

If a sub-recipient has a state or federally negotiated indirect cost rate, it may be applied to the grant. If a sub-recipient 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 sub-recipient may opt to request a lower or no indirect costs rate, even if it has a federally negotiated indirect cost rate. The State Safety Office will not coerce or negotiate with a sub-recipient to reduce its indirect costs rate for this grant, per federal regulation. Grants with indirect costs will be awarded based on cost benefit and available funding.

35. 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 grant, or any project, program, or activity that receives or

benefits from this grant award. The sub-recipient 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.

36. Personnel Hired Under Agreement.

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

Any and all employees of the sub-recipient or implementing agency whose positions are funded, in whole or in part through a grant, shall be the employee of the sub-recipient 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 sub-recipient or its implementing agency.

Personnel funded under the grant shall not hold the position of Project Director.

The FDOT State Safety Office must pre-approve the advertisement, hire/replacement, and salary for any full time grant 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 grant funds meet the requirements as specified by the grant.

37. Repossession of Equipment.

Ownership of all equipment purchased with Federal highway safety funds rests with the sub-recipient and its implementing agency; however, the USDOT maintains an interest in the equipment and title vests in the sub-recipient subject to several conditions and obligations under 2 CFR Section 200.313. The sub-recipient 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 sub-recipient 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.

38. Replacement or Repair of Equipment.

The sub-recipient 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.

39. Certification for Equipment Costing More than \$1,000 per Item.

The head of any implementing agency purchasing equipment costing more than \$1,000 per item shall send a letter to the FDOT State Safety Office upon award of the grant certifying that none of the items being purchased with federal highway safety funds is replacing 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. E-Verify.

Sub-recipients 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.

41. Program Income.

Program income means gross income earned by sub-recipient that is directly generated by a supported activity or earned as a result of the grant award during the grant 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 claim. Program income that the sub-recipient did not anticipate at the time of the grant award must be used to reduce the Federal award and sub-recipient contributions rather than to increase the funds committed to the project.

42. State and Federal Compliance.

The sub-recipient and implementing agency unilaterally agrees to comply with all State and Federal Regulations referenced within and pursuant to this agreement.

43. 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) 500-065-01

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(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 lowincome 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

44. 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. 500-065-01 SAFETY 04/17 20 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.

45. Registration for Attendance.

No activities funded under this subgrant shall charge a registration fee for attendance.

46. Special Conditions.

The sub-recipient must attach a copy of the letter of approval from the cognizant agency that approved their federally negotiated indirect cost rate to this application.

Application Submission

Please verify that the application form is complete prior to submitting.

Incomplete application forms may be returned for corrections or funding denied.

Two printed copies of the completed application with original signature pages and certification statements are required for each submission.

Applications should be submitted to:

Trenda McPherson, State Bicycle Pedestrian Safety Program Manager
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, FL 32399-0450