

RESOLUTION 16-25

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT OF \$25,000 FROM THE FDOT COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has received notification of award of the FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-16-12-01 in the amount of \$25,000 for overtime salaries and benefits; and

WHEREAS, a budget amendment is necessary to reflect the revenue to be received from the grant, and the expenditure of for the purposes requested in the grant agreement.

NOW THEREFORE BE IT RESOLVED by the City of Panama City Beach, Florida that:

1. The following budget amendment #5 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the revenue to be received from the CTEP Grant and its expenditure for the purposes stated therein.
2. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 12th day of November, 2015.

CITY OF PANAMA CITY BEACH

By 
GAYLE F. OBERST, MAYOR

ATTEST:


DIANE FOWLER, CITY CLERK

Drew R. Whitman
Chief of Police

Panama City Beach Police Department

Chad Lindsey
Deputy Chief of Police

17110 Firenzo Street
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850) 233-5013

www.beachpolice.org

To: Drew R. Whitman
Chief of Police

From: Captain Rich McClanahan
Grants

Date: November 3, 2015

RE: FY2016 PCBPD Comprehensive Traffic Enforcement Program (CTEP) PT-16-12-01

Chief,

The Florida Department of Transportation (FDOT) has granted our agency \$25,000.00 for highway safety funds. The award is for the purpose of implementing the FY2016 PCBPD Comprehensive Traffic Enforcement Program. FDOT anticipates awarding our agency an additional \$75,000.00 upon availability of additional highway safety funds. Attached is a copy of the award letter, approved sub-grant, and agreement. The effective date of the sub-grant agreement is October 27, 2015, through September 30, 2016. Part V of the sub-grant agreement entitled "Acceptance and Agreement", contains the legal conditions of the sub-grant. The sub-grant amount of \$25,000.00 is specifically for the sole purpose of providing overtime salary and benefits for FDOT approved CTEP activities. (Benefits are defined at FICA and Pension.)



Capt. Rich L. McClanahan
Admin. Commander/Grants

Captain Wayne A. Maddox
Uniform Patrol Division

Captain Robert Clarkson
Criminal Investigative Division

Captain Richard L. McClanahan
Administrative Division

Lt. Jamey Wright
Risk Mgt.

"Dedicated To Excellence"



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

October 27, 2015

Chief Drew R. Whitman
City of Panama City Beach Police Department
17110 Firenzo Avenue
Panama City Beach, FL 32413

RE: PCBPD Comprehensive Traffic Enforcement Program
Project Number: PT-16-12-01
DOT Contract Number: G0515

Dear Chief Whitman:

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 \$25,000 for the purpose of implementing the PCBPD Comprehensive Traffic Enforcement Program. We anticipate awarding your agency an additional \$75,000 upon availability of additional highway safety funds.

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 27, 2015, and only those costs incurred on or after that date and on or before September 30, 2016 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 Program Manager Pete Cohen (850)414-4026, who will be coordinating this activity.

Sincerely,

A handwritten signature in cursive script that reads "Chris Craig".

Chris Craig, CPM
Traffic Safety Administrator

CC/pc
Enclosures
cc: Contract File
Financial File

TO: SF961SM@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0515

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0515 Contract Type: Method of Procurement:
Vendor Name: CITY OF PC
Vendor ID: VF596000404001
Beginning date of this Agmt: 10/01/15
Ending date of this Agmt: 09/30/16

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

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0001			*00	*		*0001/04		

TOTAL AMOUNT: *\$ 25,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 09/28/2015

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

500-065-01
 SAFETY
 09/15

For F.D.O.T Use Only Project Number: PT-16-12-01	FDOT Contract Number: G0515
Federal Funds Awarded: \$25,000.00	FDOT DUNS Number: 80-939-7102
Subgrant Award (Start) Date: 10/27/15	Subgrant End Date: 9/30/2016
Revision Dates: , , , , , , , ,	
Part I: GENERAL ADMINISTRATIVE INFORMATION (See Instructions)	
1. Project Title: PCBPD Comprehensive Traffic Enforcement Program	
2. Federal Funding: \$25,000.00 Match: \$0.00 Total Cost: \$25,000.00	
3. Subrecipient Agency: Name: City of Panama City Beach Address Line 1: 110 South Arnold Road Address Line 2: City: Panama City Beach State: FL Zip: 32413 -	4. Implementing Agency: Name: Panama City Beach Police Department Address Line 1: 17110 Firenzo Avenue Address Line 2: City: Panama City Beach State: FL Zip: 32413 -
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies):59-6045116	
6. DUNS Number:018095984	
7. Chief Financial Officer: Name: Holly White Address Line 1: 110 South Arnold Road Address Line 2: City: Panama City Beach State: FL Zip: 32413 - Telephone Number: (850) 233 - 5100 ext. E-Mail Address: hwhite@pcb.gov	8. Project Director: Name: Rich L. McClanahan, Captain Address Line 1: 17110 Firenzo Avenue Address Line 2: City: Panama City Beach State: FL Zip: 32413 - Telephone Number: (850) 233 - 5000 ext. E-Mail Address: rmccclanahan@beachpolice.org
9. Financial Reimbursement Contact: Name: Holly White Title: City Clerk Telephone Number: (850) 233 - 5100 ext. E-Mail Address: hwhite@pcb.gov	10. Project Activity Contact: Name: Rich L. McClanahan Title: Administrative Captain Telephone Number: (850) 233 - 5000 ext. E-Mail Address: rmccclanahan@beachpolice.org
11. Payment Remittance Address: Address Line 1: 110 South Arnold Road Address Line 2: City: Panama City Beach State: FL Zip: 32413 -	

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
5. Milestones (Use form provided)

Statement of the Problem:

According to the latest Florida Highway Safety Matrix (published on 01/15/2015) - Ranking of Florida Cities, (Group 3 - Populations 3,000 - 14,999), which ranked fatal and injury crashes in 123 cities between 2009 and 2013, Panama City Beach ranked number one in motorcycle and pedestrian crashes; number 2 in impaired driving-related crashes, number 4 in speed-related crashes, and teen driver involved crashes, number 6 in aggressive driver-related crashes, number 20 in occupant protection and bicycle-related crashes, number 26 in overall fatal & injury crashes, and number 52 in the drivers 65+ category. To summarize, Panama City Beach ranked in the top 25% of every category on the matrix, with the exception of drivers 65+. In the last three years, the Panama City Beach Police Department has investigated 6,888 crashes. Of those, 6 have resulted in fatalities, and 541 have resulted in injuries. The following data is supplied by the Department's in-house software: USA Software, Inc.

The following is a summary of the Panama City Beach Police Department from 10/01/2011 to 09/30/2014:

Fiscal Year	Citations	DUI Arrests	Crashes	Speeding Citations	Seat Belt Citations
2011-2012	7,645	96	2,218	1159	835
2012-2013	5,625	161	2,186	760	771
2013-2014	4,414	123	2,484	668	235

These figures do not include Mutual Aid from other Law Enforcement Agencies working in the City limits

Over the past three years, the City of Panama City Beach has experienced an increase in tourism of about 2 million visitors annually; which has caused our traffic crash numbers to increase. Due to a joint effort between the Police Department and Florida Department of Transportation (FDOT) funding, we have had beneficial results as follows: Total traffic collisions in the 2012 fiscal year was 2,218, and in fiscal year 2013, that number declined to 2,186, which was a 1.4% decrease. However during the fiscal year 2014, that number rose to 2,484, which was a 13.6% increase from the prior year. The total number of traffic citations in the fiscal year 2012 was 7,645, and decreased to 5,625 (26% decrease) during the fiscal year 2013. During the fiscal year 2014 there were 4,414 total citations; which was a decrease of 21% from the prior year. This is a reflection of increased saturation patrols, contacts, and education efforts. In the fiscal year 2012, there was a total of 96 Driving Under the Influence (DUI) arrests, and in fiscal year 2013, there were 161 DUI arrests. This was a 68% increase from the previous year. During the fiscal year 2014, there were 123 DUI arrests, which is a 23% decrease from the prior year. This can be attributed to the increased in saturation patrols, which is having a positive impact on traffic crash fatalities (which were 0 during fiscal year 2014) through our combined efforts with the FDOT. The decrease in citations, DUI's, speed, and seatbelt tickets, are due to the effectiveness of the saturation patrol and education measures.

Based on the evaluation of citations issued by the Panama City Beach Police Department from fiscal years 2012 – 2014, the Department's resources are mostly dedicated to the traffic violations such as DUI, vehicle crashes, DUI manslaughter, hit and run crashes, seatbelt violations, sound violations, careless driving and driving with expired tags/insurance, which leaves very few resources/equipment for speed control. The average ratio of speed control citations issued by the Panama City Beach Police Department during the fiscal years 2012 – 2014 is approximately 15%. The primary reason for the low rate of speed control enforcement is due to a lack of adequate speed control equipment and speed enforcement saturation patrols.

All of the increases in traffic enforcement were greatly in part due to a very successful FDOT Subgrant for Comprehensive Traffic Enforcement And Education Program (CTEP) that was in effect from 10/2011-9/2012 and a DUI Enforcement grant

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from 10/2012-9/2013, and a continuing CTEP grant for overtime and saturation patrols in 2014. All of these programs have been extremely successful and we would like to continue our efforts. Between fiscal years 2012-2014, the Panama City Beach Police Department has conducted 25,072 traffic stops and issued 17,684 citations and made 380 DUI arrests. These large numbers resulted in a 100% decrease in traffic fatalities, zero (0) from the previous year.

As the number of traffic collisions has increased, the economic loss for the City of Panama City Beach has also increased. With traffic crashes on the rise and funding for sworn personnel being reduced, additional resources will be needed to address the expected increases in crashes. Due to such a massive increase in tourist population over the past few years and the demands placed on patrol officers for calls for service, obtaining necessary resources will be the key to successfully reducing the number of traffic crashes in the City of Panama City Beach.

Supporting Data:

According to the latest Florida Highway Safety Matrix (published on 01/15/2015) - Ranking of Florida Cities, (Group 3 - Populations 3,000 - 14,999), which ranked fatal and injury crashes in 123 cities between 2009 and 2013, Panama City Beach ranked number one in motorcycle and pedestrian crashes; number 2 in impaired driving-related crashes, number 4 in speed-related crashes and teen driver involved crashes, number 6 in aggressive driver-related crashes, number 20 in occupant protection and bicycle-related crashes, number 26 in overall fatal & injury crashes, and number 52 in the drivers 65+ category. To summarize, Panama City Beach ranked in the top 25% of every category on the matrix, with the exception of drivers 65+. In the last three years, the Panama City Beach Police Department has investigated 6,888 crashes. Of those, 6 have resulted in fatalities, and 541 have resulted in injuries. The following data is supplied by the Department's in-house software: USA Software, Inc.

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This program provides complies with MAP-21 guidelines that provides for an "evidence-based traffic safety enforcement program to prevent traffic violations, crashes, injuries, and fatalities in areas most at risk for such incidents." Our program also focuses on "bicycles and pedestrians," which is an "Emphasis Area" as defined by the Strategic Highway Safety Plan (SHSP).

Proposed Solution:

The Panama City Beach Police Department intends to continue the implementation of the Comprehensive Traffic Enforcement Program (CTEP) to enhance the City's driving enforcement activities. This program aims to reduce traffic crashes, fatalities, and injuries that are speed and aggressive driving-related by implementation of the three components: Enforcement, education, and engineering. FDOT subgrants over past years have been extremely beneficial and we are happy to continue the efforts set forth by the National Highway Traffic Safety Administration (NHTSA). In order to continue making a positive impact on the reduction of traffic crashes it is imperative that we stay on track with our CTEP program. Without this much needed funding our enforcement efforts would be greatly reduced. This is why we are again asking for

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your help in continuing this very effective program.

The Panama City Beach Police Department will review crash data on a quarterly basis in order to determine high-frequency crash and fatality locations throughout our jurisdiction. The department will then develop schedules for Police Department personnel to conduct strategic "Zero Tolerance" enforcement operations at those locations quarterly. The Project Director will be responsible for ensuring that the data is reviewed quarterly, in order to make any possible changes to the list. Our Agency will commit to locating and targeting 5 total locations for this Program. In addition, the Project Director will be responsible for distributing this Top 5 List to all sworn personnel within the uniform patrol division, with the expectation that personnel assigned to the areas will increase law enforcement presence in those locations. The Project Director will also ensure that a review of any potential engineering issues is made for each location identified for the Top 5 List. The Project Director will work with the City Traffic Engineer to analyze and resolve any problems that emerge as a result of these reviews.

The Panama City Beach Police Department will also conduct educational initiatives for businesses, civic organizations, public forums, and news media to raise awareness of impaired driving-related issues. A special emphasis will be made to raise traffic safety awareness by conducting presentations at the local schools or events and by news releases. Since the Bay County Sheriff's Office is the only law enforcement agency in Bay County that provides school resource officers (SRO) to the local schools, the Panama City Beach Police Department, through a joint venture with the Sheriff's Office, will conduct educational initiatives in local high schools to raise awareness of students with speed and aggressive driving-related issues and texting while driving.

In order to facilitate the delivery of this traffic safety message, the Panama City Beach Police Department will partner with local resources, including the Community Traffic Safety Team (CTST), the Law Enforcement Liaison (LEL) Program, neighboring law enforcement agencies, and local media outlets. The Panama City Beach Police Department will also participate in the statewide public awareness and enforcement campaigns sponsored by the Florida Department of Transportation Safety Office.

The Project Director will continually review traffic conditions involving hazardous areas, such as heavily congested areas where large crowds of pedestrians interact with vehicular traffic, to ensure overtime enforcement is being properly utilized. This is especially important during Spring Break and summertime when hundreds of thousands of young pedestrians are walking along our roadways on Front Beach Road. The use solar powered speed feedback signs at key crosswalk locations along Front Beach Road is essential in reducing crashes and saving lives where this tremendous amount of pedestrians are present. By participating in NHTSA enforcement waves and partnering with local law enforcement agencies, CTST members, and LEL personnel, we will put our best efforts forward to lower the traffic crash statistics.

Objectives:

The proposed Speeding Enforcement and Aggressive Program:

- Reduce traffic crashes by 3%
- Reduce traffic fatalities by 3%
- Reduce traffic-related injuries by 5%
- Increase the number of speed-related citations by 5%
- Increase the number of failure to yield to pedestrian citations by 5%
- Increase the number of seat belt citations by 5%
- Collaborate with law enforcement from surrounding areas
- Conduct public service events and handout preprinted literature to educate the public on NHTSA Safety Campaigns
- Conduct observational studies at crossings, and determine the yield rate of drivers and pedestrians
- Educate motorists of FDOT Enforcement Wave and saturation patrol activities via message boards, social media, and media channels

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- Reduce traffic-related injuries by 5%
- Increase the number of speed-related citations by 5%
- Increase the number of failure to yield to pedestrian citations by 5%
- Increase the number of seat belt citations by 5%
- Collaborate with law enforcement from surrounding areas
- Conduct public service events and handout preprinted literature to educate the public on NHTSA Safety Campaigns
- Conduct observational studies at crossings, and determine the yield rate of drivers and pedestrians
- Educate motorists of FDOT Enforcement Wave and saturation patrol activities via message boards, social media, and media channels

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 and operational consideration.

We will utilize a Formative approach to our evaluation approach by re-examining our plans, developing continuing strategies and procedures, and will create and utilize materials to promote our Program for the purpose of deriving expected outcomes. We will make any and all necessary adjustments to better meet the objectives if found unreasonable or unrealistic.

At the completion of the project, we will use the Process evaluation and assess the performance and measure if the goals were achieved. The number of saturation patrols and how many citations issued will be recorded and used as part of the evaluation process.

We also plan to use the Impact method of evaluation by seeking the public's response to the Safety Plan. Our Department has a Facebook page we monitor and encourage public feedback. We also have a very cooperative relationship with local media, by which we will inform the public of our Project goals and expectations.

By accessing the data collection capabilities of the Speed Feedback signs, we will also be able to use the Outcome method of evaluation. The "in-house" statistics, sign accumulated data, officer surveys, and public feedback will be part of the final report to FDOT, and will be able to show REAL and JUSTIFIABLE evidence of the Program's success.

The reoccurring question that will be asked and answered throughout all phases of the program will be, "Does the request establish a Traffic Safety Program that will satisfy a specific traffic need identified by the data and the State Safety Office?" The goal-oriented answers will be measurable and realistic.

Milestones	Timetable for Milestones			
	1 st Quarter (OCT, NOV, DEC)	2 nd Quarter (JAN, FEB, MAR)	3 rd Quarter (APR, MAY, JUN)	4 th Quarter (JUL, AUG, SEP)
Conduct Saturation Patrols	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct Observational Studies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct Public Awareness Activities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Part III: PROJECT DETAIL BUDGET

Project Title: PCBPD Comprehensive Traffic Enforcement Program
 Project Number: PT-16-12-01
 FDOT Contract Number: G0515

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
Total Cost of Project		\$25,000	\$25,000	\$ 0

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

PART IV: QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

Project Title: <u>PCBPD Comprehensive Traffic Enforcement Program</u>					
Project Number: <u>PT-16-12-01</u>					
FDOT Contract Number: <u>G0515</u>					
Implementing Agency: <u>Panama City Beach Police Department</u>					
Performance Indicators	Milestones Accomplished (Number of Instances or Percentage Complete)				
	Quarter Ending December 31	Quarter Ending March 31	Quarter Ending June 30	Quarter Ending September 30	Project Totals
Number of Saturation Patrols					0
Number of Speeding Citations issued during Saturation Patrols					0
Number of Seatbelt Citations issued during Saturation Patrols					0
Number of Vehicles Yielding to Pedestrians Observational Studies					0
Number of Failure to Yield to Pedestrian Citations					0
					0
					0
					0
					0
					0

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. The subgrant year quarters are October 1 - December 31, January 1 - March 31, April 1 - June 30, and July 1 - September 30. The implementing agency shall submit the **Quarterly Progress Report and Quarterly Progress Report of Performance Indicators** (FDOT Form No. 500-065-19) form to the FDOT State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a **Final Narrative Report** (FDOT Form No. 500-065-20), giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will not be processed and may be returned to the subrecipient or implementing agency as unpaid if the required reports are past due, 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. The FDOT State Safety Office shall review and approve in writing all consultant and contractual service agreements prior to the actual employment of the consultant or the contractor by the subrecipient or implementing agency. 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, measurable, 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.

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

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

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.

Prior written approval shall be obtained from the FDOT State Safety Office for hotel rooms with rates exceeding \$150 per day that are to be reimbursed. Rates exceeding \$150 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds \$150.

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, milestones, 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. Commencement of Projects. If a project has not commenced within 30 days after the acceptance of the subgrant award, the subrecipient 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 subrecipient or its implementing agency to the FDOT State Safety Office. The subrecipient agrees that if the letter is not received in the 60 days, the FDOT State Safety Office may cancel the project and reobligate the funds to other program areas. The FDOT State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the FDOT State Safety Office.

10. 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.

11. Obligation of Subgrant Funds. Subgrant funds may 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.

12. 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.

13. 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.

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

- (a) In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- (b) The subrecipient, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - (1) In the event the subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. Part VI to this Agreement provides the required Federal award identification information needed by the subrecipient to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26,

2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

- (2) In connection with the audit requirements, the subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- (3) In the event the subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the subrecipient is exempt from Federal audit requirements for that fiscal year. However, the subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the subrecipient's audit period for each applicable audit year. In the event the subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the subrecipient's resources obtained from other than Federal entities).
- (4) The subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- (5) Within six months of acceptance of the audit report by the FAC, the Department will review the subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the subrecipient fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- (6) As a condition of receiving this Federal award, the subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- (7) The Department's contact information for requirements under this part is as follows:

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

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

15. 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.

16. 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.

17. 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) 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 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 may 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.

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. 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.

20. 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. Address' are:

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

500-085-01
SAFETY
09/15

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).

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.

- (a) 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.
- (b) 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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. Subrecipients that obtain subgrant funds to support paid advertising must provide the required Federal reporting information in their progress reports.

29. 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:

- (1) What program/policy the paid media is supporting
- (2) 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
- (3) The amount allocated for paid media
- (4) Anticipated creative costs associated with the paid media
- (5) 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. Copies and/or images of all paid media purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement.

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.

30. 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. Copies and/or images of all public awareness or outreach items purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

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 recipient after an activity is completed. When public awareness or outreach items are included in a subgrant activities, 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:

- (1) Activity
- (2) Item description
- (3) Quantity
- (4) Cost
- (5) Target audience
- (6) Explanation of how the activity will help meet the objective of the project
- (7) Description of how the results of the activity will be used and reported

All public awareness or outreach items reimbursed with subgrant 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. Examples include activity books, brochures, posters, flyers, envelope stuffers, etc. Public awareness or outreach items must have a traffic safety purpose before the item is tagged, messaged, or branded in order to be allowable. Examples include tire gauges, traffic rescue tools, vehicle first aid kits, reflective safety items, etc.

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 awareness and outreach items. The names of individuals connected with the subrecipient shall not appear on any printed materials, outreach items, and advertisements paid for with Federal highway safety funds.

Outreach items cannot be freely distributed to the public without any action on a subrecipient's part. Persons receiving outreach items should interact with the subrecipient in some manner related to the goal of the project to receive them, such as attend a presentation, sign a pledge sheet, fill out a survey form, answer a traffic safety question, etc. The results of the interactive activity must be reported in the quarterly progress report.

31. 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."

32. 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.

33. 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.

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.

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 quarterly and final reports in the required time frame,
- (d) Failure to perform work described in Part II of the subgrant agreement,
- (e) Providing fraudulent quarterly 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 submitted with the subgrant.

38. Occupant Protection. All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant.

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 subgrant 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. 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 at least quarterly 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 claim. 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 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:

1. NHTSA 24 hour Standardized Field Sobriety Tests (SFST) course within the last five years or an 8 hour SFST refresher course if the 24 hour SFST course was completed more than five years ago
2. Advanced Roadside Impaired Driving Enforcement (ARIDE) course within the last five years
3. Be an active certified Drug Recognition Expert (DRE)
4. Be an active certified DUI Instructor

The 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 report participation in the Florida Law Enforcement DUI Challenge to the agencies regional Law Enforcement Liaison and 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. 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: \$ 25,000.00

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
- (b) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations
www.whitehouse.gov/omb/circulars

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

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

Project Title: PCBPD Comprehensive Traffic Enforcement Program
Project Number: PT-16-12-01
FDOT Contract Number: G0515

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.

(For FDOT Use Only)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: Chris Craig
Authorized FDOT State Safety Office Representative

Date: 10/27/15
Date Signed

Reviewed for the Florida Department of Transportation:

By: [Signature]
Authorized FDOT Attorney

Date: 10/27/15
Date Signed

SUBRECIPIENT

City of Panama City Beach
Subrecipient Agency Name

By: [Signature]
Signature of Authorized Representative

Name: Mario Gisbert
Authorized Representative's Name Printed

Title: City Manager
Authorized Representative's Title Printed

Date: 09/28/15
Date Signed

IMPLEMENTING AGENCY

By: [Signature]
Signature of Implementing Agency Administrator

Name: Drew R. Whitman
Agency Administrator's Name Printed

Title: Chief of Police
Agency Administrator's Title Printed

Date: 09/28/15
Date Signed

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