

---

# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

February 03, 2025 at 6:00 PM

Venue: City Hall

---

## AGENDA

### REVISED

#### REVISED 2/3/2025: Item #11 Exhibit to resolution revised

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

#### Pledge of Allegiance

Invocation - Mayor Noah Walker

#### Roll Call

***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.***

***As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.***

***Failure to abide by the rules of decorum will result in removal from the meeting.***

#### Approval of Agenda

#### Proclamations

- [1.](#) Proclamation 25-01 - Black History Month - February 2025

#### Public Participation - Persons Wishing to Address Council

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

### **Approval of Consent Agenda**

- [2.](#) Minutes - December 2, 2024 Regular Session
- [3.](#) Minutes - December 16, 2024 Regular Session
- [4.](#) City Council Resolution No. 2025-019 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the Columbia County Multi-Jurisdictional Task Force Mutual Aid Agreement between the Columbia County Sheriff's Office, City of Lake City Police Department, and the State of Florida Department of Law Enforcement; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind to said renewal agreement; recognizing the authority of the Chief of Police to execute to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [5.](#) City Council Resolution No. 2025-020 - A resolution of the City of Lake City, Florida, accepting Grant Funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing impaired driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [6.](#) City Council Resolution No. 2025-021 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing occupant protection laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to

execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

- [7.](#) City Council Resolution No. 2025-022 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing speed and aggressive driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [8.](#) City Council Resolution No. 2025-023 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Saxon Gilmore for legal services in furtherance of establishing a housing authority in the City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Presentations** - None

**Old Business** - None

**New Business**

Ordinances - None

Resolutions

- [9.](#) City Council Resolution No. 2025-009 - A resolution of the City of Lake City, Florida, establishing support for a teaching garden; making findings of fact in support thereof; identifying a site to be made available for a privately managed teaching garden; directing the City Manager to solicit proposals from interested charitable non-profit organizations to privately utilize such site for a garden for educational purposes; directing the City Manager to include reasonable and prudent guidelines for respondents to said solicitation; repealing all prior resolutions in conflict; and providing an effective date.
- [10.](#) City Council Resolution No. 2025-014 - A resolution of the City of Lake City, Florida, approving that certain amendment to Section 14.06 of the City of Lake City Personnel Manual concerning Outstanding Employees of the Year for the City of Lake City; making certain findings of fact in support of the City approving

said amendment to implement the amended policy adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.

- [11.](#) City Council Resolution No. 2025-015 - A resolution of the City of Lake City, Florida, approving those certain amendments to the pay grade matrix for the City of Lake City Personnel Program; making certain findings of fact in support thereof; directing the City Manager to implement into the City pay grade matrix the amended pay grades adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.
- [12.](#) City Council Resolution No. 2025-024 - A resolution of the City of Lake City, Florida, appointing Mary M. McKellum to serve in Seat "3-G" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.
- [13.](#) City Council Resolution No. 2025-025 - A resolution of the City of Lake City, Florida, amending the City of Lake City Personnel Manual; exempting certain employees of the City from the classification system established by same; clarifying the exemption of the Charter Officers of the City from certain provisions of the personnel manual; making certain findings of fact in support thereof; directing the City Manager to implement the amendments adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.

#### Other Items

14. Informational Purposes Only: Lake Shore Hospital (City Attorney Clay Martin)

#### **Departmental Administration**

- [15.](#) Discussion and Possible Action - Consideration to hire an Administrative Assistant for Community Program Director (Human Resource Director Billie Jo Bible)

#### **Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter



Council Member Tammy Harris

Mayor Noah Walker

**Adjournment**

**YouTube Information**

Members of the public may also view the meeting on our YouTube channel at:  
<https://www.youtube.com/c/CityofLakeCity>

---

**Pursuant to 286.0105, Florida Statutes**, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**SPECIAL REQUIREMENTS:** *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

**File Attachments for Item:**

1. Proclamation 25-01 - Black History Month - February 2025

# Proclamation

## BLACK HISTORY MONTH

FEBRUARY 2025

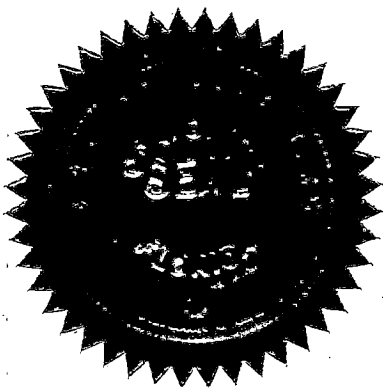
- WHEREAS,** *This month we celebrate our American history and the contributions of African heritage; and*
- WHEREAS,** *We recognize the heritage and achievements of African culture. The contributions African culture has made and continues to make is an integral part of our society, and the history of Americans of African descent exemplifies the resilience and innovative spirit that continue to make our Nation great; and*
- WHEREAS,** *For generations, Americans of African heritage and African culture has embodied the shared progress of our Nation. Through toil and struggle and with courageous actions that have broken barriers, they have made America a better place to live and work for everybody. From native African Kings and Queens to Americans of African descent such as Harriet Tubman, Rosa Parks, Martin Luther King Jr., and Barack Obama; and*
- WHEREAS,** *We share a rich cultural history which embodies valuable cultural contributions from Africa through its cultural norms and Americans of African descent. The strength and determination of men and women like these remind us that our Nation brims with people whose contributions continue to make it stronger and better; and*
- WHEREAS,** *Our success historically, presently, and as we embark on our future, requires the continued commitment and contributions of our citizens and fellow Americans of African descent. We continue this journey toward a stronger, more united Nation, let us use this commemoration of American History to celebrate the contributions made from African heritage and culture; and*
- WHEREAS,** *Let us also use this month to serve as a reminder of the need for continued meaningful dialogue and shared commitment to collective action that uplifts and empowers, as well as of the strength, ingenuity, and perseverance required of us in the years to come because we have learned from the opportunities of our past and know that we are stronger together*

**NOW, THEREFORE, I,** Mayor Noah Walker, of the City of Lake City, do hereby proclaim the month of February 2025 as the Month to Celebrate American History and the Era of African Heritage in the City of Lake City and in so doing urge all citizens to join me in observing this month with appropriate programs, ceremonies, and activities.

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 3<sup>rd</sup> day of February 2025.*



Noah Walker, Mayor  
City of Lake City



Seal of the City of Lake City  
State of Florida

25-01

**File Attachments for Item:**

2. Minutes - December 2, 2024 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on December 2, 2024 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:00 PM – Council Workshop – Council Photo Session

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Noah Walker

ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

APPROVAL OF AGENDA

**Mr. Carter made a motion to approve the agenda as presented. Ms. Harris seconded the motion and the motion carried unanimously on a voice vote.**

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Barbara Lemley
- Stew Lilker
- Glenel Bowden

APPROVAL OF CONSENT AGENDA

1. Minutes - November 18, 2024 Regular Session
2. City Council Resolution No. 2024-137 - A resolution of the City of Lake City, Florida, nominating Ricky Jernigan to serve on the Columbia County Tourism Development Council; making findings of fact in support thereof; directing the City Clerk to communicate such nomination to the Columbia County Board of Commissioners; repealing all prior resolutions in conflict; and providing an effective date.
3. City Council Resolution No. 2024-138 - A resolution of the City of Lake City, Florida, appointing James Carter to serve on the North Central Florida Regional Planning

Council; making findings of fact in support thereof; directing the City Clerk to reflect said appointment in such records of the City as are necessary and prudent; directing the City Clerk to communicate such appointment to the North Central Florida Regional Planning Council; repealing all prior resolutions in conflict; and providing an effective date.

4. City Council Resolution No. 2024-139 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the Third Judicial Circuit Mutual Aid Agreement between the Police Departments located in the Third Judicial Circuit of Florida; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind the City to said renewal agreement; recognizing the authority of the Chief of Police to execute and bind the City to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute the City to said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Mr. Carter made a motion to approve the consent agenda as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

## PRESENTATIONS

5. IEMO Certificate of Completion from the Florida League of Cities to Council Member Chevella Young and Council Member Tammy Harris (Mayor Noah Walker)

Mayor Walker presented Ms. Young and Ms. Harris with their certificate of completion from the Florida League of Cities.

6. John Cole - Kids Feeding Kids PowerPoint Presentation

After council discussion concerning longevity of the program and location, Mayor Walker directed staff to create a Request For Proposal for community programs, and the private use of public property per direction from City Attorney Martin.

PUBLIC COMMENT: Glenel Bowden

## OLD BUSINESS

### Ordinances

#### **Open Quasi – Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script.

#### **Preliminary Matters (Attorney Clay Martin):**

**The City Attorney shall read the ordinance by title.**

7. City Council Ordinance No. 2024-2294 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-03, by Lance Jones as agent for the Law Offices of Travis Koon, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Moderate Density (allowing up to 4 dwelling units per acre) and/or (Residential Medium, allowing up to eight dwelling units per acre) to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at the corner of Baya Avenue and Main Boulevard)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

Young	No
Carter	No
Jernigan	No
Harris	No
Mayor Walker	No

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

For purposes of swearing in, Mr. Martin asked to handle all four ordinances at the same time.

Mr. Martin swore in Lance Jones as applicant, and Bryan Thomas of the Growth Management Department.

**Clerk should take custody of exhibits.** Application was moved into the record. Application documentation provided by Growth Management is archived in the agenda packet record.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** PowerPoint presentation given by Bryan Thomas. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Mr. Jones moved application into the record. Application documentation provided by Growth Management is archived in the agenda packet record.



**C. Presentation of evidence by city staff.** N/A

**D. Presentation of case by third party intervenors, if any.** N/A

**E. Public comments.** Barbara Lemley (sworn in by Mr. Martin)

**F. Cross examination of parties by party participants.** None

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** None

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2294 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

8. City Council Ordinance No. 2024-2295 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-04, by Lance Jones as agent for the Law Offices of Travis Koon, the property owner of said acreage; providing for rezoning from Residential Single Family-2 (RSF-2) and/or Residential Office (RO) to Commercial General (CG) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at the corner of Baya Avenue and Main Boulevard)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was completed under previous ordinance.

**Clerk should take custody of exhibits.** Application was moved into the record.

Application documentation provided by Growth Management is archived in the agenda packet record.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Adopted prior presentation into record. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Mr. Jones moved application into record. Application documentation provided by Growth Management is archived in the agenda packet record.

**C. Presentation of evidence by city staff.** Moved prior application into record. Application documentation provided by Growth Management is archived in the agenda packet record.

**D. Presentation of case by third party intervenors, if any.** None

**E. Public comments.** None

**F. Cross examination of parties by party participants.** None

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** None

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2295 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

**NEW BUSINESS**

**Ordinances**

9. City Council Ordinance No. 2024-2298 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake

City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-04, by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Commercial County to Commercial City of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advance Auto Parts at the SW corner of Highway 90 and Branford Highway)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was completed under previous ordinance.

**Clerk should take custody of exhibits.** Application was moved into the record. Application documentation provided by Growth Management is archived in the agenda packet record.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Bryan Thomas. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Per Mr. Thomas Charles Millar was not able to attend.

**C. Presentation of evidence by city staff.** Bryan Thomas

**D. Presentation of case by third party intervenors, if any.** None

**E. Public comments.** None

**F. Cross examination of parties by party participants.** None

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** None

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2298 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

10. City Council Ordinance No. 2024-2299 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-05, submitted by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from Commercial Intensive County (CI Co) to Commercial Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advanced Auto Parts at the SW corner of Highway 90 and Branford Highway)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was completed under previous ordinance.

**Clerk should take custody of exhibits.** Application was moved into the record. Application documentation provided by Growth Management is archived in the agenda packet record.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Adopt prior presentation, moved application into record. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Per Mr. Thomas, Charles Millar was not able to attend.

- C. Presentation of evidence by city staff.** Bryan Thomas
- D. Presentation of case by third party intervenors, if any.** None
- E. Public comments.** None
- F. Cross examination of parties by party participants.** None
- G. Questions of parties by City Council.** None
- H. Closing comments by parties.** None
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

**Ms. Harris made a motion to approve City Council Ordinance No. 2024-2299 on first reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

At this time, members took a break, from 7:15PM – 7:21PM.

#### Other Items

11. Discussion and Possible Action: Request for Code Enforcement Lien Forgiveness for Daniel Ochs, buyer, or property at 301 NW Jefferson Street, located in District 12 (sponsored by Mayor Noah Walker)

Mayor Walker stated his reason for sponsoring this item and suggested a process be put in place and for staff to bring forward recommendations.

Ms. Young spoke in support of waiving a portion of the lien.

Mr. Carter spoke in support of waiving the entire lien, but putting actionable consequences in place.

Mr. Jernigan spoke in support of waiving a portion of the lien.

Mr. Rosenthal reported bringing back several settlement processes for the members to choose from.

**Mr. Carter made a motion to waive 100% of the fines for property located at 301 NW Jefferson Street. The motion includes the release of the lien is conditional and will be based on the sale of the property. Ms. Harris seconded the motion.**

PUBLIC COMMENT: Barbara Limley; Stew Lilker

City Attorney Clay Martin reported the fine amount is set by the Magistrate and the lien to force the payment of that fine belongs to the City Council. He stated the release of lien could be done conditionally or unconditionally and terms could be negotiated on how to release the lien. Mr. Martin also reported the Magistrate could be petitioned to amend the order.

**A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Nay</b>
<b>Mayor Walker</b>	<b>Aye</b>

12. Discussion and Possible Action: Request for Code Enforcement Lien Forgiveness for Avery Bass, of property at 714 NW Alma Avenue, located in District 12 (sponsored by Council Member Tammy Harris)

Mr. Jernigan spoke in support of waiving a portion of the lien.

Ms. Young spoke in support of waiving a portion of the lien.

Mr. Carter spoke in support of waiving the entire lien.

Mayor Walker reminded a settlement process is needed.

**Mr. Carter made a motion to waive 100% of the fines for property located at 714 NW Alma Avenue. The motion includes the release of lien is conditional and will be based on the sale of the property. Ms. Harris seconded the motion.**

PUBLIC COMMENT: Barbara Lemly; Glenel Bowden; Stew Lilker; Julius Moreland

**A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Nay
Mayor Walker	Aye

13. Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)

Mayor Walker nominated Mr. Carter to serve the remainder of 2024 and for 2025 as Vice-Mayor, as he was aware of Mr. Carter's experience on the Planning and Zoning Board.

Mr. Jernigan spoke in support of nominating a member with seniority.

Ms. Harris confirmed the qualifications for being nominated were just being a member of council.

Ms. Young nominated Mr. Jernigan for Vice-Mayor.

Ms. Harris nominated Ms. Young for Vice-Mayor.

Mr. Jernigan nominated Ms. Harris for Vice-Mayor.

Ms. Harris declined her nomination by Mr. Jernigan.

**Ms. Harris made a motion to close nominations for Vice-Mayor. Mr. Carter seconded the motion.**

Mayor Walker selected a written ballot process, and read all votes aloud: voting member Chevella Young voted for Chevella Young; voting member Tammy Harris voted for Chevella Young; voting member Noah Walker voted for James Carter; voting member James Carter voted for James Carter; voting member Ricky Jernigan voted for Chevella Young.

Copies of ballots are attached to the minutes as Exhibit A.

**Mr. Jernigan made a motion to ratify the appointment of Chevella Young as Vice-Mayor to serve the remainder of 2024 and for 2025. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Carter	Aye
Mayor Walker	Aye



14. Don Rosenthal, City Manager, Six-Month Evaluation

Mr. Rosenthal reiterated per his contract there was to be an evaluation performed by members of his accomplishments over a six-month period, and whether it would justify a pay increase.

Mr. Carter suggested using the same form as was used to evaluate the City Clerk.

Mr. Jernigan suggested using the same system as used for the previous City Manager.

City Attorney Martin reported the International City/County Management Association has a model evaluation form that members could use.

Mayor Walker suggested evaluations be performed individually, then bring considerations to a meeting.

DEPARTMENTAL ADMINISTRATION

15. Four Day Work Week Proposal - PowerPoint Presentation (Human Resources Director BillieJo Bible and City Manager Don Rosenthal)

Ms. Bible gave a PowerPoint presentation on a Four Day Work Week Proposal.

Mr. Carter spoke in support of a four-day work week, but against City Hall only being open Monday through Thursday, and reported he would like to see a polling of staff.

Ms. Young spoke in support of administration operating Monday through Friday, 8:00 AM to 5:00 PM.

Ms. Harris inquired as to whether Ms. Bible had spoken with staff and spoke in support of a four-day work week. She suggested a trial period of six months, instead of one year.

Mr. Jernigan spoke in support of a four-day work week and suggested Ms. Bible poll staff.

Mr. Rosenthal stated he would have Ms. Bible poll staff.

Mayor Walker spoke in support of a four-day work week, along with being open five days.

PUBLIC COMMENT: Barbara Lemley; Glenel Bowden; Bryan Thomas

## COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young thanked members for the appointment of Vice Mayor; and provided the public with an update relating to railroad crossing repairs.

Council Member Ricky Jernigan – Mr. Jernigan reported volunteers and food were needed at the American Legion to feed Veterans for Christmas, from 3:00 PM until 7:00 PM; and thanked Mayor Walker for how he is handling things.

Council Member James Carter – Mr. Carter spoke in opposition the barrier tables being used in the Council Chambers; and inquired with legal as to whether there was a bridged version of the Quasi-Judicial Proceedings. Mr. Martin reported staff is streamlining them as much as possible and stated each proceeding must have an independent record. Mr. Carter also had zoning questions regarding Lake Shore Hospital and the use of the facility. He suggested this be a future council discussion item.

Council Member Tammy Harris – None

Mayor Noah Walker – Mayor Walker thanked the Executive Director of Utilities Steve Brown's staff for the cleanup efforts after the hurricane; he also provided reminders of upcoming dates of interest: December 7, 2024 at 8:00 AM Farm Share - Free Food Drive at Lake City Police Department; December 8, 2024 at 4:00 PM until 7:00 PM - Christmas Tree Celebration (Lighting of the Christmas Tree) - Olustee Park; December 14, 2024 at 9:00 AM until 4:00 PM - Christmas in Columbia Holiday Market – Darby Pavilion/Wilson Park/Olustee Park; December 14, 2024 at 6:00 p.m. Christmas Parade.

## ADJOURNMENT

**Mr. Jernigan made a motion to adjourn at 9:05 PM. Mr. Carter seconded the motion and the motion carried unanimously on a voice vote.**

---

Noah Walker, Mayor/Council Member

---

Audrey Sikes, City Clerk

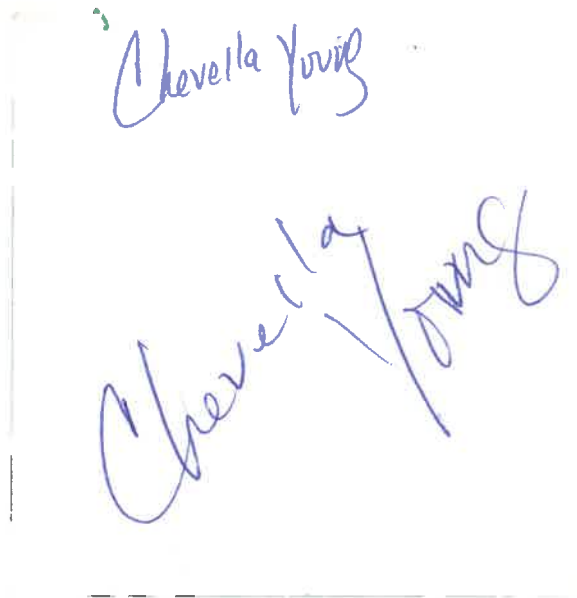
## Exhibit A

**12-2-2024**

**City Council Meeting**

**Item #13 Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)**

**Attached is the written ballot from Council Member Chevella Young for whom she selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.**

A handwritten signature in blue ink, reading "Chevella Young", is shown within a rectangular border. The signature is written in a cursive style. There is a small green mark above the first 'C'.

12-2-2024

City Council Meeting

**Item #13 Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)**

**Attached is the written ballot from Council Member Ricky Jernigan for whom he selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.**

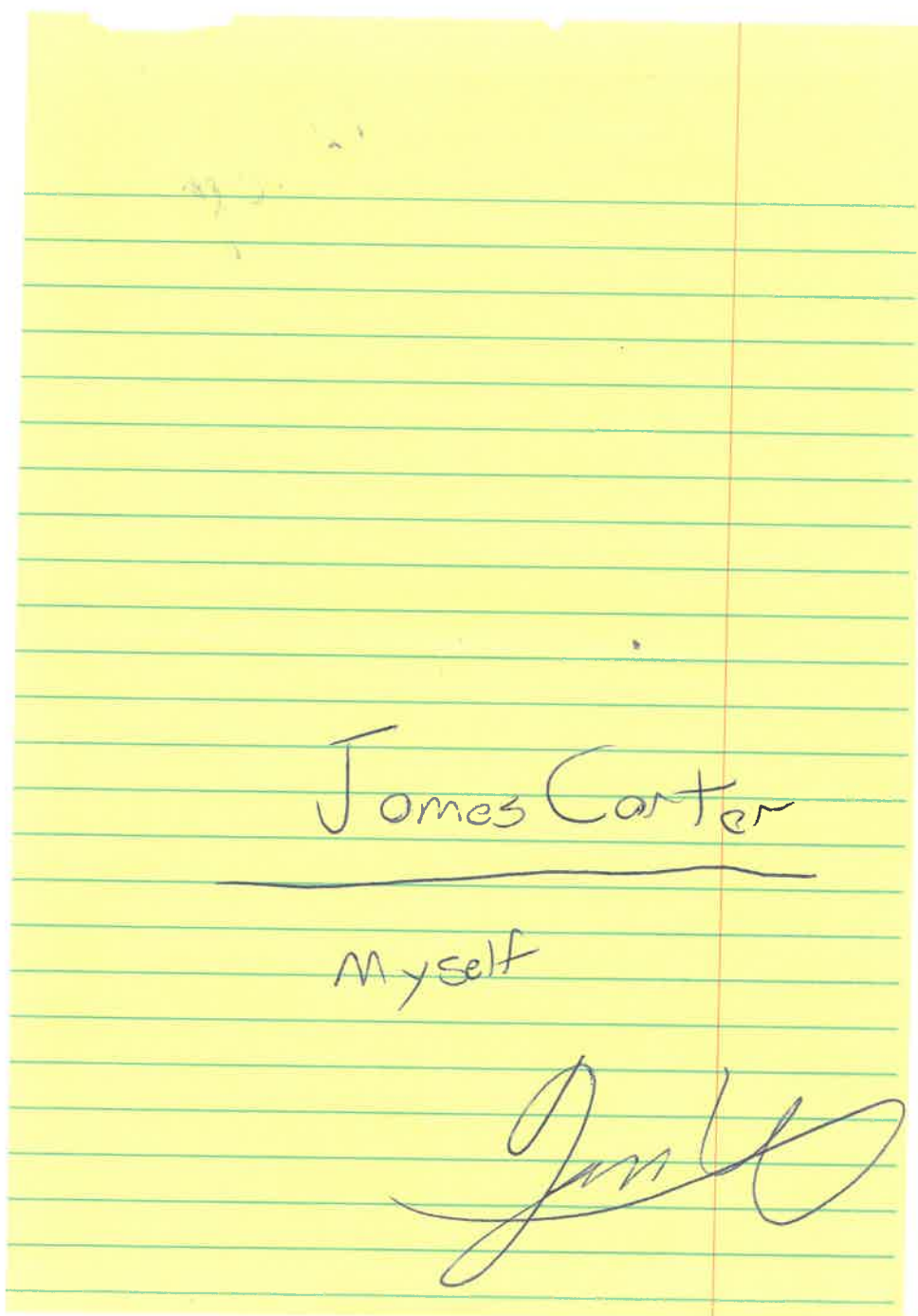
YOUNG

~~R~~ Jernigan

12-2-2024  
City Council Meeting

Item #13 Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)

Attached is the written ballot from Council Member James Carter for whom he selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.



James Carter

---

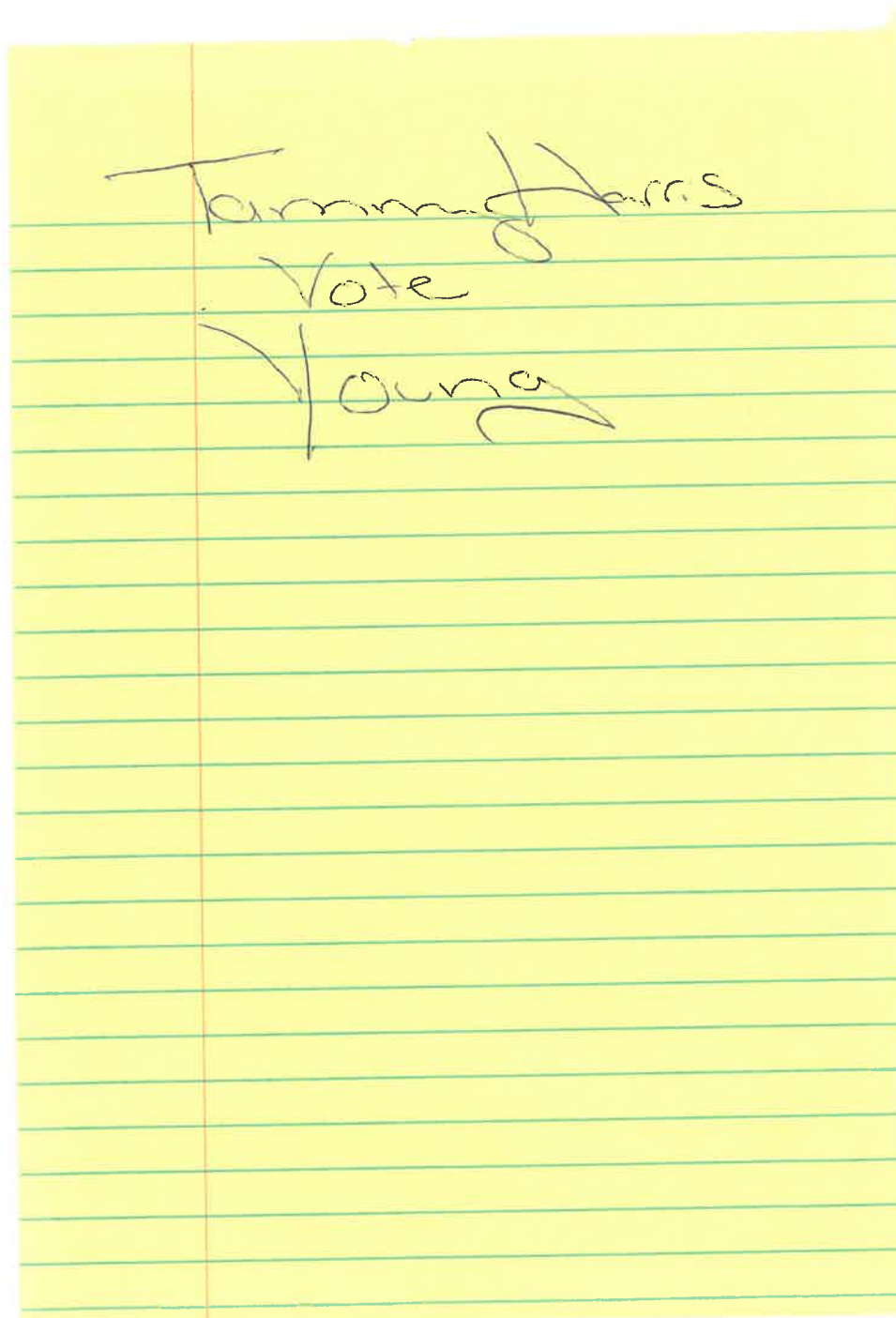
Myself

James Carter

**12-2-2024**  
**City Council Meeting**

**Item #13 Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)**

**Attached is the written ballot from Council Member Tammy Harris for whom she selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.**



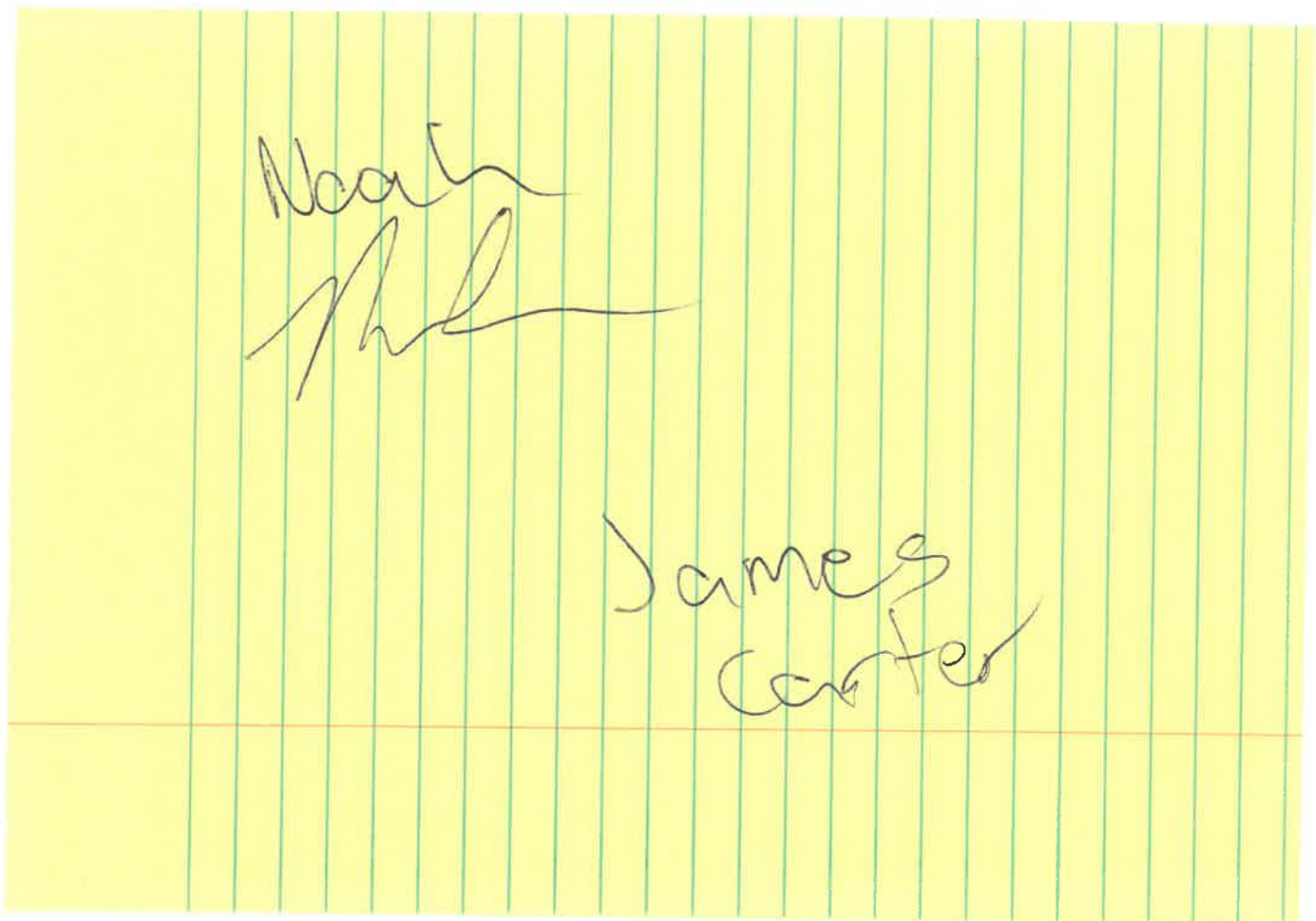
A photograph of a handwritten ballot on a piece of yellow lined paper. The paper has horizontal green lines and a vertical red margin line on the left. The handwriting is in black ink and reads: "Tammy Harris" on the first line, "Vote" on the second line, and "Young" on the third line. The word "Young" is written with a large, stylized 'Y' that extends down to the fourth line.



**12-2-2024**  
**City Council Meeting**

**Item #13 Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)**

**Attached is the written ballot from Mayor Noah Walker for whom he selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.**



A photograph of a handwritten ballot on a piece of yellow lined paper. The paper has vertical green lines and a horizontal red line near the bottom. The name "Noah Walker" is written in cursive in the upper left. The name "James Carter" is written in cursive in the lower right.

Noah Walker

James Carter

**File Attachments for Item:**

3. Minutes - December 16, 2024 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on December 16, 2024 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

#### PLEDGE OF ALLEGIANCE

INVOCATION – Vice Mayor - Council Member Chevella Young

#### ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Michelle Cannon

City Attorney  
City Manager  
Sergeant-at-Arms  
Deputy City Clerk

#### APPROVAL OF AGENDA

Mayor Walker moved the Proclamation presentations (Items #1 and #2) to after the Consent Agenda. Mr. Carter requested Items #7 and #10 be removed from the Consent Agenda for discussion. **Mr. Carter made a motion to approve the agenda as amended. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

#### PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Ben Loftstrom
- Tim Atkinson
- Adam Patton
- Pamela Bowden
- Glennel Bowden

#### APPROVAL OF CONSENT AGENDA

3. Minutes - December 2, 2024 Council Workshop Photo Session

4. City Council Resolution No. 2024-140 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Learning for Life, Inc., a nonprofit organization operated by the Boy Scouts of America, to continue the Learning for Life Youth Protection Training Program for youth ages 14-20; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2024-141 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Learning for Life, Inc., a nonprofit organization operated by the Boy Scouts of America, to implement a new Youth Protection Training Program for youth ages 10-13; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
6. City Council Resolution No. 2024-143 - A resolution of the City Council of the City of Lake City, Florida, conditionally approving the final plat of Vanessa's Cove, a minor subdivision, pursuant to plat application SD 24-01 submitted by Twentyeight Fourteen, LLC, a Florida Limited Liability Company; providing conditions; providing direction to the Mayor, City Clerk, and City Attorney; providing for recording; providing for resolution of conflicts; providing for severability; and providing an effective date.
7. Removed from consent agenda.
8. City Council Resolution No. 2024-145 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, a Nonprofit Organization; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.
9. City Council Resolution No. 2024-146 - A resolution of the City of Lake City, Florida, approving Change Order Number Four to that certain contract between the City and SGS Contracting Services, Inc. as said contract was approved and adopted pursuant to City of Lake City Resolution No 2023-099; pursuant to said Change Order Number Four extending the date of substantial completion and the final payment date for the Rehabilitation Project at the City of Lake City's Waste Water Treatment Plant; making certain findings of fact in support of the City approving said Change Order; recognizing the authority of the Mayor to execute and bind the City to said Change Order; repealing all prior resolutions in conflict; and providing an effective date.
10. Removed from consent agenda.

**Mr. Jernigan made a motion to approve the consent agenda as presented. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

## PROCLAMATIONS

1. Proclamation 24-33 In Recognition of Senator Jennifer Bradley

Mayor Walker presented Senator Bradley with a Proclamation and Key to the City; Senator Bradley expressed her appreciation.

2. Proclamation 24-32 In Recognition of Representative Chuck Brannan

Mayor Walker presented Representative Brannan with a Proclamation and Key to the City; Representative Brannan expressed his appreciation.

## RESOLUTIONS PULLED FROM CONSENT AGENDA

7. City Council Resolution No. 2024-144 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid number 002-2025 for Fire Extinguisher Services; accepting the bid from Fire Shield Fire Protection, LLC, a Florida Limited Liability Company, as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2024-144. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

10. City Council Resolution No. 2024-147 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid number 003-2025 for the SR-47 Infrastructure Extensions Project; accepting the bid from Florida Fill & Grading, Inc., a Florida Corporation, as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Rosenthal expressed gratitude toward the County for their cooperation with this project.

Mr. Carter reported having asked Mr. Rosenthal for the update on this project so citizens would be aware of the progress.

**Mr. Carter made a motion to approve City Council Resolution No. 2024-147. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

## PRESENTATIONS

11. Affordable Housing Initiative - Introduction to Accessory Dwelling Units and Tiny Homes (Principal Planner Bryan Thomas)

Mr. Thomas gave a brief overview of Accessory Dwelling Units and Tiny Homes and how the City would benefit from the implementation of them.

Ms. Harris confirmed with Mr. Thomas how utility hookups would work for property owners.

Mr. Rosenthal reported this presentation was an overall view of what's available.

Mr. Carter spoke in support of changing the City's zoning for mixed use so that these types of homes would be allowed.

Mr. Jernigan confirmed with Mr. Thomas who would build the homes and who would own them.

Ms. Young confirmed with Mr. Thomas that these homes would increase property value.

Mayor Walker inquired as to whether the program would have any limitations and what the pleasure of the council was.

PUBLIC COMMENT: Glenel Bowden

Fire Chief Josh Wehinger spoke in support of changing the City's Code as it would be beneficial to emergency responders.

Members concurred to move forward with the project.

## OLD BUSINESS

## Ordinances

### **Open Quasi – Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script.

### **Preliminary Matters (Attorney Clay Martin):**

**The City Attorney shall read the ordinance by title.**

12. City Council Ordinance No. 2024-2298 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-04, by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use classification from Commercial County to Commercial City of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advance Auto Parts at the SW corner of Highway 90 and Branford Highway.)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

Young	No
Carter	No
Jernigan	No
Harris	No
Mayor Walker	No

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

For purposes of swearing in, Mr. Martin asked to handle both ordinances at the same time.

Mr. Martin swore in Peter Venici as applicant, and Bryan Thomas of the Growth Management Department.

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.



- A. Brief introduction of ordinance by city staff.** PowerPoint presentation given by Bryan Thomas. Presentation provided by Growth Management is archived in OnBase.
- B. Presentation of application by applicant.** Peter Venici moved application into the record. Application documentation provided by Growth Management is archived in the agenda packet record.
- C. Presentation of evidence by city staff.** Bryan Thomas
- D. Presentation of case by third party intervenors, if any.** N/A
- E. Public comments.** None
- F. Cross examination of parties by party participants.** None
- G. Questions of parties by City Council.** None
- H. Closing comments by parties.** None
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2298 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

- 13. City Council Ordinance No. 2024-2299 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-05, submitted by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from Commercial Intensive County (CI Co) to Commercial Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advanced Auto Parts at the SW corner of Highway 90 and Branford Highway)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was done under previous ordinance.

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** PowerPoint presentation given by Bryan Thomas. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Peter Venici moved application into the record. Application documentation provided by Growth Management is archived in the agenda packet record.

**C. Presentation of evidence by city staff.** Bryan Thomas

**D. Presentation of case by third party intervenors, if any.** N/A

**E. Public comments.** None

**F. Cross examination of parties by party participants.** None

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** None

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2299 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

Other Items

14. Don Rosenthal, City Manager - Six-Month Evaluation

Mr. Carter confirmed creating a scope to allow the Mayor and City Attorney to enter into contract negotiations.

Mr. Jernigan spoke to what Mr. Rosenthal has brought to the City and agreed members needed to come up with a salary figure.

Mr. Rosenthal reported wanting direction from the Mayor and council and requested a 10% salary increase.

Mayor Walker confirmed what amount that salary would be.

Ms. Young spoke in support of Mr. Rosenthal, but not in support of anything higher than \$175,000 as she had concerns for leaving room for increases later.

Ms. Harris spoke in support of Mr. Rosenthal and concurred with Ms. Young on the amount of \$175,000.00.

Mr. Carter spoke in support of \$175,000.00 and negotiating.

Mr. Jernigan concurred with members and stated he was comfortable with \$170,000.00 to \$175,000.00.

Mr. Rosenthal spoke in gratitude of department heads, and reported he would not want to stay on at \$170,000.00.

Mayor Walker spoke in support of Mr. Rosenthal and touched on losing employees due to salaries.

**Mr. Carter made a motion to authorize Mayor Walker to enter into negotiations with Mr. Rosenthal up to \$178,500.00. The motion died due to lack of second.**

**Mr. Carter made a motion to authorize Mayor Walker to enter into negotiations with Mr. Rosenthal up to \$175,000.00. Mr. Jernigan seconded the motion.**

PUBLIC COMMENT: Glenel Bowden

Mr. Jernigan confirmed Mayor Walker would be negotiating with Mr. Rosenthal up to \$175,000.00.

Ms. Harris confirmed the motion would give Mayor Walker room to negotiate, and stated she did not want to take the chance on losing Mr. Rosenthal.

City Attorney Clay Martin suggested if Mr. Rosenthal agreed with the amount, members could act without negotiating if there was a consensus on a contract

amendment, as well as schedule individual meetings with Mr. Rosenthal to go over their evaluations.

**Mr. Carter withdrew his motion for further discussion. Mr. Jernigan withdrew his second.**

**Ms. Young made a motion to authorize Mr. Martin to come back with a contract amendment to \$180,000.00. The motion died due to lack of second.**

**Mr. Jernigan made a motion to authorize Mr. Martin to come back with a contract amendment of \$175,000.00 to be effective December 16, 2024. Ms. Young seconded the motion.**

Mr. Carter confirmed with Mr. Rosenthal that he agreed with the salary of \$175,000.00.

**A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

NEW BUSINESS – None

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young asked for the following updates: Waste Pro contract and recycling – Assistant City Manager Dee Johnson reported negotiations were still underway; Lowe’s donation of rubber flooring for City Parks – Mr. Rosenthal stated he would call Lowe’s; why City Park bathrooms were being locked – Mr. Johnson reported issues with vandalism.

Ms. Young asked members to consider donating an additional \$100,000.00 to the County for the Emergency Senior Home Repair Program to assist the last applicant. Mayor Walker requested this item be placed on the next agenda for discussion, as well as a brief overview of what the program entails.

Council Member Ricky Jernigan – Mr. Jernigan expressed the importance of answering letters sent to the City in a timely manner.

Council Member James Carter – Mr. Carter commended Community Programs Director Terri Phillips on a successful downtown Christmas market. Mr. Carter reported touring the City’s waste water facilities and recognized Director Cody Pridgeon and his staff, as well as the Sprayfield staff: Bill Fish; Tyler Todd; Randal Anderson; Ron Cooler; Jose Flores; Andrew Holmes; Curtis Howard; Stephanie

Ingraham; Thomas Murray; Carl Richardson; Hunter Scott; Garret Timberlake; David Durrance; Paul McKeithen; David Rivers; and Ray Locke.

Council Member Tammy Harris – Ms. Harris inquired as to the set up of the Council Chambers. Mr. Rosenthal reported staff needed guidance as to removing or rearranging tables in the room.

Mr. Jernigan spoke in support of keeping tables or reorganizing them; he reported wanting to keep distance between constituents.

Mr. Carter spoke in opposition of the tables in the council chamber.

Ms. Harris spoke in support of removing the tables.

Ms. Young inquired as to why the tables were in the chamber, Mayor Walker reported after research, he discovered they were set up for the disabled public.

Ms. Young suggested different partitions in place of the tables.

Mayor Walker spoke in support of moving the table to the left of the dais and implementing a partition. He suggested an officer standing at the dais to assess situations and listen for threats, as he had no issue with removing disruptive citizens.

Ms. Harris also asked for an update on the signage for Mariah Smith, action taken by the previous council to memorialize a portion of Long Street. Mr. Johnson reported staff was currently working on finalizing the sign. Ms. Harris also reported receiving phone calls about the Christmas lights at Sally Mae Jerry Park not being turned on.

Ms. Young asked members to take into consideration the possibility of an inhouse attorney, and wished everyone a Merry Christmas.

Mayor Noah Walker – Mayor Walker wished everyone a Merry Christmas, Happy Holidays, and Happy New Year. He also recognized staff for a great November report. Mayor Walker expressed the importance of focusing on excellence as people, council members, and recognizing the importance of seeing the excellence happening in departments currently and administration. He expressed looking forward to 2025 being a year of building a safe and proactive community.

Mayor Walker suggested hiring a lobbyist firm to represent Lake City at the state capital to help push along the City's projects.

Mr. Rosenthal reported an offer from the firm Sunshine, who reached out to him about representing the City, after speaking with the County and receiving recommendations. He recommended hiring the firm on a six-month trial.

After discussion and confirmation from Procurement Director, Brenda Karr, members concurred to instruct administration to submit a Request for Proposal, and vote on a meeting after that had been completed.

## ADJOURNMENT

**Mr. Jernigan made a motion to adjourn at 8:52 PM. Mr. Carter seconded the motion.**

---

Noah Walker, Mayor/Council Member

---

Michelle Cannon, Deputy City Clerk

**File Attachments for Item:**

4. City Council Resolution No. 2025-019 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the Columbia County Multi-Jurisdictional Task Force Mutual Aid Agreement between the Columbia County Sheriff's Office, City of Lake City Police Department, and the State of Florida Department of Law Enforcement; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind to said renewal agreement; recognizing the authority of the Chief of Police to execute to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 – 019**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE RENEWAL OF THE COLUMBIA COUNTY MULTI-JURISDICTIONAL TASK FORCE MUTUAL AID AGREEMENT BETWEEN THE COLUMBIA COUNTY SHERIFF’S OFFICE, CITY OF LAKE CITY POLICE DEPARTMENT, AND THE STATE OF FLORIDA DEPARTMENT OF LAW ENFORCEMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY RENEWING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID RENEWAL AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CHIEF OF POLICE TO EXECUTE TO SAID RENEWAL AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID RENEWAL AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID RENEWAL AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (the “City”) desires to renew the Multi-Jurisdictional Task Force Mutual Aid Agreement (the “Agreement”) with the Columbia County Sheriff’s Office, the City of Lake City Police Department, and the State of Florida Department of Law Enforcement (the “Agencies”); and

**WHEREAS**, the City and the Agencies mutually desire to renew the Agreement; and

**WHEREAS**, the City and the Agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

**WHEREAS**, the City and the Agencies have the authority under Section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes; and

**WHEREAS**, the City Council finds renewing the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Renewing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be



---

and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



## COLUMBIA COUNTY SHERIFFS OFFICE

4917 US Hwy. 90 East Lake City, Florida 32055-6288  
www.columbiasheriff.org



January 9, 2025

Chief Gerald Butler  
Lake City Police Department

Keith Wilmer  
Assistant Special Agent in Charge  
FDLE

Re: 2025 Columbia County Multi-Jurisdictional Task Force Agreement

Attached to this email is the Columbia County Multi-Jurisdictional Task Force Agreement for your review and appropriate signatures. The Columbia County Sheriff's Office will continue to abide by the terms set forth in the 2021 Mutual Aid Agreement until execution of the attached agreement.

If you have any questions or concerns, please do not hesitate to call me.

Sincerely,

Wallace F. Kitchings  
Sheriff

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

COLUMBIA COUNTY MULTI-JURISDICTIONAL TASK FORCE  
AGREEMENT 2025

THIS AGREEMENT is entered into by and between the Columbia County Sheriff, the Lake City Police Department and the Florida Department of Law Enforcement and shall take effect upon the date of the signature of the last party to sign the agreement.

WITNESSETH:

WHEREAS, there exists a major law enforcement problem relating to narcotics activity in Columbia County, Florida, and each of the parties to this agreement recognizes the need for the establishment and operation of a Multi-Jurisdictional Task Force (hereinafter MJTF) to effectively deter narcotics activity in Columbia County; and

WHEREAS, narcotics offenses occur throughout Columbia County without regard to jurisdictional boundaries; and

WHEREAS, effective law enforcement investigation, apprehension and ultimately successful prosecution of narcotics cases will be greatly enhanced by a joint cooperative effort specifically targeting narcotics and associated violations;

WHEREAS, each of the participating jurisdictions represented herein is authorized to perform each service contemplated for it herein:

NOW THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree to the following:

1.0 MJTF CONTINUATION, TERM AND PURPOSE

- 1.1 The countywide MJTF, composed of law enforcement shall be known as the Columbia County Multijurisdictional Task Force.
- 1.2 This agreement shall take effect on the date of the last party to sign the agreement and shall remain in effect through January 6, 2029, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the MJTF shall be to formally structure and jointly coordinate selected law enforcement activities, resources and functions in order to disrupt illegal drug trafficking systems and to remove trafficking through a cooperative program of investigations, prosecution and asset forfeiture.
- 1.4 The MJTF adopts the following goals:
  - Continue to attack the demand and supply sides of narcotics trafficking; and

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

- Continue enforcement efforts directed toward mid and upper level dealers.
- 1.5 The MJTF shall follow the management system for shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in the HIDTA initiative agreement.
- 1.6 The MJTF shall continue to implement operations, including each of the following:
- a. Development of Intelligence,
  - b. Target Identification,
  - c. Investigation,
  - d. Arrest of Suspects,
  - e. Successful prosecution of offenders and,
  - f. Asset forfeiture/disposition.
- 1.7 The MJTF shall evaluate and report on MJTF performance to the MJTF Executive Board.

## 2.0 ORGANIZATION

- 2.1 The MJTF shall be organized as shown below and will meet when deemed necessary by agreement of the Executive Board.
- 2.2 The MJTF Executive Board shall be comprised of the Columbia County Sheriff, the Lake City Police Chief and a representative from the Florida Department of Law Enforcement. The Columbia County Sheriff shall serve as Chair of the Executive Board and the Lake City Police Chief shall serve as the Vice-Chair. The MJTF Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternates shall have the same rights as appointed members. Any action taken by the MJTF Executive Board under this agreement shall be based on a majority vote.
- 2.3 All law enforcement personnel assigned to the MJTF shall be directed in their MJTF duties by the MJTF Executive Board and supervised by the MJTF Commander. The MJTF Commander will be an employee of the Columbia County Sheriff's Office.
- 2.4 Each party agrees to furnish necessary equipment, resources and facilities and to render services to the MJTF; provided however, that no party shall be required to deplete unreasonably from its own equipment, resources, facilities and services in furnishing such service.

- 2.5 Any and all funds used by the MJTF shall be utilized in strict compliance with guidelines for such use as set by Florida Law and by any federal requirement related to grants received by the MJTF. All funds shall be maintained and accounted for by the agency that accepts and/or receives any monies. The MJTF Executive Board shall ensure that an audit of all operating funds utilized by the MJTF is completed annually.
- 2.6 Exhibit “A”, attached hereto and incorporated herein by this reference, sets forth the personnel currently assigned to the MJTF by each participating agency. All personnel selected to be the MJTF must meet all necessary requirements set forth in accordance with applicable grant guidelines and must be of a high caliber, as such, once the list of personnel is approved by the MJTF Executive Board, any requested changes of MJTF personnel will be submitted thru the MJTF Commander for recommendation and forwarded to the MJTF Executive Board for final approval or disapproval.

### 3.0 ASSET FORFEITURE

- 3.1 The MJTF Commander shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with all laws, regulations, MJTF procedures and HIDTA initiative directives.
- 3.2 Pursuant to the Florida Contraband Forfeiture Act (hereinafter FCFA) the MJTF shall seek an equitable distribution of all monetary proceeds in the following amounts so long as the personnel assignments reflected in “Exhibit A” remain unchanged. After compliance with the provisions of the FCFA the Columbia County Sheriff’s Office shall be entitled to sixty percent (60%) of the net monetary proceeds of each seizure and the Lake City Police Department shall be entitled to forty percent (40%) of the net monetary proceeds of each seizure.
- 3.3 Should personnel assignments currently reflected in “Exhibit A” change the MJTF Executive Board may modify the percentages each agency is entitled to receive on either a case-by-case basis or a permanent basis.
- 3.4 Each agency shall be responsible for the depositing and processing of its respective proceeds in compliance with the FCFA. Nothing herein shall be construed as the parties’ intentions to prevent reinvestment of proceeds in the MJTF for future lawful enforcement efforts.

### 4.0 ACQUISITION AND USE OF EQUIPMENT

- 4.1 In the event that any equipment is acquired with grant funds, the participating agencies agree that the MJTF will use the equipment only for specified law enforcement purposes for the term of the grant.

4.2 Upon termination of the MJTF, any equipment provided by participating agencies will be returned to that respective agency.

## 5.0 MODIFICATION

Participating agencies hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all the contributing agencies with the same formality as this agreement.

## 6.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written notice of such withdrawal to all other parties, specifying the effective date thereto at least sixty (60) days prior to such date. A withdrawing agency may take with it any equipment it has loaned or donated to the MJTF.

## 7.0 AUTHORITY OF SIGNATURES

Each signatory to this agreement who is not a constitutional officer shall submit to the approving authority of the Governing Board, a resolution of the governing body of the signatory's department authorizing their participation, signature to this agreement, as well as accepting the terms thereof.

## 8.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents or employees to the fullest extent of the law. In the case of allegations, complaints or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims or loss or liability arising prior to the effective date of withdrawal.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date indicated.

Date: \_\_\_\_\_

EXHIBIT-NOT FOR EXECUTION

Wallace Kitchings  
Sheriff of Columbia County

Date: \_\_\_\_\_

EXHIBIT-NOT FOR EXECUTION

Gerald Butler  
Chief of Police

Date: \_\_\_\_\_

EXHIBIT-NOT FOR EXECUTION

Noah Walker  
Mayor of Lake City

Date: \_\_\_\_\_

EXHIBIT-NOT FOR EXECUTION

Mark Glass  
Commissioner, FDLE

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

EXHIBIT "A"

Columbia County Multi-Jurisdictional Task Force  
Personnel and Basic Equipment Assigned by Agency

Lake City Police Department

Sgt.	Cell Phone	LCPD
Corporal	Cell Phone	LCPD
Detective	Cell Phone	LCPD
Detective	Cell Phone	LCPD

Columbia County Sheriff's Office

Lt.	Cell Phone	
Sgt.	Cell Phone	CCSO
Detective	Cell Phone	CCSO/DEA
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO

Florida Department of Law Enforcement

Agent	Cell Phone	FDLE
-------	------------	------

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**File Attachments for Item:**

5. City Council Resolution No. 2025-020 - A resolution of the City of Lake City, Florida, accepting Grant Funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing impaired driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
2-3-25


# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Florida Department of Transportation-Highway Traffic Safety Funds  
FY2025 Project Number AL-2025-00326

**DEPT / OFFICE:** Police Department

<b>Originator:</b> Chief of Police Gerald Butler		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Gerald Butler 	<b>Date</b> 1-10-25
<b>Recommended Action:</b> Approve request for the Police Department to accept and spend Grant funds from FL DOT Subgrant in the amount of \$15,000.00 for Strategic Traffic Enforcement Program (STEP) – <b>Impaired Driving</b> .		
<b>Summary Explanation &amp; Background:</b> Grant will be used to fund overtime for officers doing enforcement of impaired driving. Approximate Cost Breakdown: Overtime Salary & Benefits \$15,000.00		
<b>TOTAL GRANT AMOUNT: \$15,000.00</b>		
<b>Alternatives:</b>		
<b>Source of Funds:</b> Grant		
<b>Financial Impact:</b> None-covered by Grant Grant Amount: \$15,000.00		
<b>Exhibits Attached:</b> <ul style="list-style-type: none"> <li>Florida Department of Transportation-Grant awarded letter dated 9-20-24</li> <li>Highway Safety Funds Concept Paper</li> </ul>		

## RESOLUTION NO 2025 – 020

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING GRANT FUNDS AWARDED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE SAFETY OFFICE TO THE CITY OF LAKE CITY POLICE DEPARTMENT; PROVIDING ADDITIONAL FUNDING FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM (STEP) TO COVER COSTS ASSOCIATED WITH ENFORCING IMPAIRED DRIVING LAWS ; ADOPTING THE GRANT AWARD AGREEMENT AS A CONDITION OF ACCEPTING SUCH GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SUCH FUNDS AND ADOPTING SAID GRANT AWARD AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) City Council adopted Resolution 2024-069 (the “Grant Application Resolution”) setting forth the criteria for the City Manager to apply for grant funds without approval of the City Council; and

**WHEREAS**, the City of Lake City Police Department (the “Department”) applied for grant funds from the State of Florida Department of Transportation State Safety Office (the “Agency”) in compliance with the Grant Application Resolution; and

**WHEREAS**, the City was awarded grant funds from the Agency in the amount of \$15,000 (the “Awarded Funds”); and

**WHEREAS**, the Awarded Funds will be used to cover overtime costs for officers enforcing impaired driving laws through the Strategic Traffic Enforcement Program (STEP); and

**WHEREAS**, as a condition of accepting the Awarded Funds the City must adopt and execute the Grant Award Agreement in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, the Department desires to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City’s procurement policies and procedures; and

**WHEREAS**, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

- 
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules, regulations, and directives as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
  5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  6. The Department is authorized to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City's procurement policies and procedures; and
  7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  8. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

RECEIVED  
OCT 14 2024 *sr*  
OFFICE OF THE CHIEF

September 20, 2024

Gerald Butler  
City of Lake City  
225 NW Main Blvd  
Lake City, Florida 32055

RE: FY2025 Highway Traffic Safety Concept Paper Selection - CPG-2025-LakeCity-P-00326

Dear Gerald Butler:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2025 for your traffic safety initiative.

**PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER.** A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2025 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2025 your agency applied for funding with the following Concept Paper Information:

**Concept Paper Number**  
CPG-2025-LakeCity-P-00326

**Implementing Agency**  
Lake City Police Department

**Project Title:**  
STEP - Impaired Driving

**Amount Requested**  
\$35,000

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

After a comprehensive review, CPG-2025-LakeCity-P-00326 was funded for FY2025 with the following project number, title, and funding levels below:

**FY2025 Project Number**

AL-2025-00326

**Implementing Agency**

Lake City Police Department

**Project Title:**

STEP - Impaired Driving

**Amount to be Awarded**

\$15,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: [“Congratulations, your concept has been selected! Here are the next steps required for subgrant development!”](#)

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: <https://www.fdot.gov/Safety/grants/grants-home.shtm>.

Sincerely,



Chris Craig, CPM, FCCM  
Traffic Safety Administrator  
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

<b>For FDOT Use Only</b>		<b>FDOT Contract Number: G3715</b>	
<b>Project Number: AL-2025-00326</b>		<b>FDOT UEI Number: RFKGNHR7ZH37</b>	
<b>Federal Funds Awarded: \$15,000</b>		<b>Subgrant End Date: 09/30/2025</b>	
<b>Subgrant Award (Start) Date:</b>			

<b>Part I: GENERAL ADMINISTRATIVE INFORMATION</b>			
1. Project Title: STEP - Impaired Driving			
2. Federal Funding: \$15,000		Match: \$0	Total Cost: \$15,000
3. Subrecipient Agency: Agency Name: City of Lake City  Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055		4. Implementing Agency: Agency Name: Lake City Police Department  Address: 225 NW Main Blvd City: Lake City State: Florida Zip: 32055	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000352 002			
6. Federal Unique Entity Identifier (UEI) Number: MYB6D4DLBJD9			
7. Chief Financial Officer: Name: Angela Taylor Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055 Telephone: (386) 758-5844 E-mail: taylora@lcfla.com		8. Project Director: (Can not receive any benefit under this subgrant) Name: Andy Miles Address: 225 NW Main Blvd City: Lake City State: Florida Zip: 32055 Telephone: (383) 758-5484 E-mail: milesa@lcflapd.com	
9. Financial Reimbursement Contact: Name: Angela Taylor Title: Finance Director Telephone: (386) 758-5844 E-Mail: taylora@lcfla.com		10. Project Activity Contact: Name: Michael Lee Title: Sergeant Telephone: (383) 758-5489 E-Mail: leem@lcflapd.com	
11. Payment Remittance Address: Name: City of Lake City Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055			

**EXHIBIT TO  
 RESOLUTION  
 NOT FOR  
 EXECUTION**

## Part II: PROJECT PLAN AND SUPPORTING DATA

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

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

### 1. Statement of the Problem:

Lake City, Florida is a small city of approximately 12,000 residents. Vehicular service population, however, is 4-5 times our residential population, with Annual Average Daily Traffic as high as 55,000 (Florida Department of Transportation (FDOT) AADTR, 2019 – Site 290255). Many major roadways pass through our city limits, such as Interstate 10, Interstate 75, US Highways 90, 41, and 441, and State Roads 100, 47, and 247. These bring many more road users into our jurisdiction than comparable cities our size. Lake City has become a stopping point for many citizens as they travel in and out of the state, resulting in the local nickname for Lake City as the “Gateway to Florida”. As citizens stop and start their travels, they are often distracted and pay less attention to traffic safety which increases the chance of accidents and accident -related injuries.

According to the Traffic Safety Facts 2019 Alcohol-Impaired Driving by the National Highway Traffic Safety Administration (NHTSA), there were 10,142 alcohol related fatalities where the driver had a blood alcohol concentration (BAC) of .08 g/dL or higher. Of those crashes, 19% (6,872) involved a driver with a BAC of .15 g/dL (grams per deciliter) or higher. Florida saw 25% of their fatalities caused by drivers with a BAC of .08 or higher.

Lake City is not immune to the problems caused by people deciding to Drive Under the Influence (DUI). This is reflected in Lake City’s ranking on the FDOT’s FY2025 Highway Safety Matrix (HSM) – Ranking of Florida Cities, Impaired Driving category. Lake City is ranked 1 out of the 118 Florida Group III Cities for serious injuries and fatalities related to impaired driving (Group III Cities: Population of 3,000-14,999).

Lake City currently serves a large population of transient drivers as traffic enters our city via several large traffic corridors, and we must serve this population with the resources of a small municipality. The funds requested by this application will allow us to better provide for the safety of not only those visitors driving through our community, but also those who live and work here and must share the roadways with the higher traffic levels.

### 2. Proposed Solution:

With the FDOT subgrant funding, Lake City Police Department (LCPD) will utilize countermeasures detailed in the 11th Edition of NHTSAs “Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices.” Specifically, the CTW’s found under Chapter 1: Alcohol-Impaired Driving, and Chapter 2: Drug-Impaired Driving.

This includes CTW Chapter 1) Sections:

#### Enforcement:

- Publicized Sobriety Checkpoints
- High-Visibility Saturation Patrols
- Zero-Tolerance Law Enforcement

#### Other Strategies for Behavior Change:

- Mass-Media Campaigns

#### Legislation and Licensing:

- Minimum Drinking Age 21 Laws

This includes CTW Chapter 2) Sections:

- Drug-Impaired Driving

LCPD will conduct 2 publicized checkpoints citywide during the project period. The purpose of checkpoints is to deter driving after drinking by increasing the perceived risk of arrest. To do this, checkpoints should be highly

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



visible, publicized extensively, and conducted regularly, as part of an ongoing sobriety checkpoint program. A secondary value of publicized sobriety checkpoint programs is that checkpoints may also be used to check for valid driver licenses, safety belt use, outstanding warrants, stolen vehicles, and other traffic criminal infractions. When conducting a checkpoint, we will hold pre- and post-operation briefings to ensure all officers are aware of and understand the policies and procedures, goals, duties, and objectives of the operation.

All checkpoints conducted will have their work documented through either the use of a FDOT Impaired Driving High Visibility Enforcement Activity Report for each officer receiving overtime reimbursement under this subgrant or an after-action report. Each after-action report must include at the minimum, but is not limited to:

- The Date, Start and End Time, and Location of Checkpoint
- A Roster/Attendees - All those working the checkpoint and receiving overtime subgrant reimbursement will have that status denoted next to their name, and
- A listing of checkpoint statistics, including totals for at the minimum: Total Number of Vehicles through the Checkpoint, Total Traffic Stops, Arrests (DUI), Speed Warnings, Speed Citations, Safety Belt Warnings, Safety Belt Citations, and Citations Total. (Note: Child Passenger Restraint violations do count toward the total safety belt violations).

Lake City PD will conduct 12 high visibility enforcement (HVE) saturation/heightened operations/patrols during the project period. An HVE saturation patrol consists of officers patrolling a specific area looking for impaired drivers. The primary purpose of saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. Saturation patrols will be extensively publicized and conducted regularly. Each officers receiving overtime reimbursement during any HVE saturation will have their work documented using an activity report. We understand that we can either use the FDOT Impaired Driving High Visibility Enforcement Activity Report or our agency's own activity report. If we use our own activity report, we understand it must include at the minimum, but are not limited to:

- Name of the officer
- The Date, Start and End Time, and Total Hours Worked That Shift
- Location of Each Contact
- Type of contact (DUI, speed, aggressive driving, safety belt violation, etc.)

If citation/warnings/arrests are coded, a definition of each code must be provided. Example Code: A. – No Safety Belt:

- If the contact was a citation, warning, and/or arrest
- Comments on that contact. Example Comments: 2 Speeding Citations/1 Safety Belt Warning Speeding educational materials provided; and
- A listing of statistics for that activity report that includes totals for at the minimum: Total Number of Contacts

Total Number of Educational Materials Distributed, Total Arrests (DUI), Total Speed Citations, and Total Safety Belt Citations. (Note: Child Passenger Restraint violations do count toward the total safety belt violations) During all enforcement operations related to this subgrant, drug- Impaired driving and zero tolerance traffic laws will be enforced.

For all impaired driving enforcement operations related to this subgrant, locations will be based on current data that identifies high-risk areas with the greatest number of impaired driving related crashes, serious injuries, fatalities, and/or traffic violations (citations). Data will be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this project period, as outlined in the subgrant's Part V. All impaired driving enforcement operations related to this subgrant will only take place from the hours of 5:00 pm to 5:00 am.

We understand that expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office, as outlined in the subgrant's Part V. All officers taking

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

enforcement actions and receiving overtime compensation under this subgrant will be currently certified in at least one of the NHTSA required credentials for impaired driving enforcement within the last five years, as outlined in the subgrant's Part V.

LCPD will be conducting and/or participating in 2 educational/community outreach events focused on increasing impaired driving awareness during the project period.

The Selective Traffic Enforcement Project (STEP) Unit will compile any Engineering or Emergency Services issues that arise or become known during operation, and the Lake City Police Department will continue to meet regularly with the Columbia Community Traffic Safety Team (CTST) to analyze and resolve these issues. LCPD currently partners with the CTST by attending regular meetings and participating in community-wide traffic safety initiatives and will continue to do so.

Our agency will conduct a public engagement campaign using message boards, local media outlets, social media, printed materials, and/or press releases to raise awareness of the dangers of impaired driving at least once per quarter. Lastly, we will also participate in NHTSA's National Drive Sober or Get Pulled Over campaigns throughout the year.

### 3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease impaired driving crashes and fatalities citywide by 3% when compared to the 10/01 to 06/30 period from the previous year.
- c. Conduct at least 12 impaired driving high visibility overtime enforcement operations during the project period.
- d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
- e. Conduct a minimum of 2 educational/community outreach events to increase impaired driving awareness during the project period and provide details.
- f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 3 times during the project period.

### 4. Evaluation:

- a. Enforcement activity start date.
- b. Impaired driving crashes and fatalities are reduced by 3% citywide, when compared to the 10/01 to 06/30 timeframe from the previous year.
- c. Number of impaired driving high visibility overtime enforcement operations conducted during the project period.
- d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.
- e. Detail all educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.
- f. The number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

### Part III: PROJECT DETAIL BUDGET

Project Title: STEP - Impaired Driving  
 Project Number: AL-2025-00326  
 FDOT Contract Number: G3715

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	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
<b>A. Personnel Services</b>					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers and communication dispatch operators, benefits to include FICA (Social Security and Medicare).	\$15,000	\$	\$15,000	No
Subtotal:		\$15,000	\$0	\$15,000	
<b>B. Contractual Services</b>					
Subtotal:		\$0	\$0	\$0	
<b>C. Expenses</b>					
Subtotal:		\$0	\$0	\$0	
<b>D. Equipment Costing \$10,000 or More</b>					
Subtotal:		\$0	\$0	\$0	
<b>E. Indirect Cost</b>					
%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$15,000	\$0	\$15,000	

EXHIBIT TO  
 RESOLUTION

NOT FOR  
 EXECUTION

## Part IV: PERFORMANCE REPORT

Project Title: STEP - Impaired Driving

Project Number: AL-2025-00326

FDOT Contract Number: G3715

### Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement (HVE) operations.
5. Conduct and/or participate in outreach/educational event/activities for impaired driving.
6. Disseminate impaired driving information and education to the public using either message boards, local media outlets, social media, and/or press releases during this claim period.

### National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## Part V: Acceptance and Agreement

**Conditions of Subgrant Agreement.** Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

### FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "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 to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or 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, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.
2. **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. With the exception of documents protected by State law, 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 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 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 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event the Subrecipient 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 Subrecipient 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. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient 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 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 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.
    - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 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 Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. 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](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. 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 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:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient 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 CFR 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; and/or
  - 6. Take other remedies that may be legally available.
- vi. 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.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Auditor General's Office at the following address:

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, 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 or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, 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.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**6. Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**7. 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.

**8. Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**10. Disadvantaged Business Enterprises (DBE).**

(a) The Subrecipient agrees to the following assurance:

The Subrecipient 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 agrees 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 or the Department deems appropriate.

**11. Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

**12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**13. Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**14. 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 Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees 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. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. 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), 49 CFR part 21, and 28 CFR 50.3;
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
  - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
  - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
  - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
  - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  - (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);
  - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
  - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
  - (l) Nondiscrimination Clause.

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, USDOT 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; and
- (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.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

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

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

**18. 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.

**19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**20. Property Accountability.** The Subrecipient 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 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

**21. Restrictions on Lobbying.** The Subrecipient agrees 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.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
  - i. 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;
  - ii. 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;
  - iii. 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; and
  - iv. 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 31 U.S.C 1352. 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.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

**23. Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

**24. Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

**25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

**27. Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## 28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
  - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

**29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

## STATE REGULATIONS

**30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (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 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 in excess of the threshold amount provided in section 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.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

**31. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. 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 Agreement if the Subrecipient 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 in conjunction with this Agreement.

**32. Cooperation with Inspector General.** It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**33. 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 Agreement; and

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- (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 Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

#### 34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

#### 35. 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.

#### 36. Responsibility for Claims and Liability.

To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient 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, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient'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.

#### 37. Restrictions on Lobbying.

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

#### 38. 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 AG access to such records, which are not protected by State law, 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 AG 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.

#### 39. Tangible Property.

Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
  - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
  - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, 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.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



**52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

## GRANT MANAGEMENT

**53. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

**54. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

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

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

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

**55. Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
  - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
  - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 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 § 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR § 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.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



**56. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

**57. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient 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. 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 consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient 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 in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, 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.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

**58. How this 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

**59. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits;
- (b) Failure to provide required performance and final narrative reports in the required time frame;
- (c) Failure to perform work described in Part II of this Agreement;
- (d) Failure to provide reimbursement requests and performance reports in the required time frame;
- (e) Providing fraudulent performance reports or reimbursement requests; or
- (f) Misuse of equipment purchased with Federal highway safety funds.

**60. Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, 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 this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient 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.

**61. Personnel Hired or Paid Under this Agreement.**

- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

- i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
- ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

**62. Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

**63. Term of this Agreement.** This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement 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."

#### 64. Travel.

- (a) **Required Forms.** 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*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
  - i. Purchase of airfare;
  - ii. Travel to conference;
  - iii. Travel which includes a registration fee;
  - iv. Out-of-subgrant-specified work area travel; or
  - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 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 \$225.00 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 \$225.00 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.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

#### 65. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. 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 for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## FINANCIAL/FISCAL

**66. Allowable Costs.** The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, 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 this Agreement shall be allowable.

## 67. Subcontract Agreements.

- (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
  - i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
  - ii. Total contract amount;
  - iii. Scope of work/Services to be provided;
  - iv. Quantifiable, measurable, and verifiable units of deliverables;
  - v. Minimum level of service to be performed and criteria for evaluating successful completion;
  - vi. Budget/Cost Analysis; and
  - vii. Method of compensation/Payment Schedule.
- (c) **Additional Required Clauses.**
  - i. **All subcontract 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). A final invoice must be received by (insert date) or payment will be forfeited."
  - ii. **Buy American Act Clause** (see Section 4 of Part V)
  - iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
  - iv. **Cooperation with Inspector General** (see Section 32 of Part V)
  - v. **DBE Clause** (see Section 10 of Part V)
  - vi. **E-Verify Clause** (see Section 33 of Part V)
  - vii. **Nondiscrimination Clause** (see Section 16 of Part V)
  - viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
  - ix. **Integrity Certification Clause** (see Section 27 of Part V)
  - x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
  - xi. **Indemnification and Insurance** (see Section 34 of Part V)
  - xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
  - xiii. **Human Trafficking Clause** (see Section 23 of Part V)
  - xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
  - xv. **Termination for Convenience** (see Section 22 of Part V)

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**68. Indirect Costs.** Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

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

**70. Procedures for Reimbursement.**

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

**The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)**

Listed below are types and examples of supporting documentation:

**i. Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.
- ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

**The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.**

- (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** 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.
- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. 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 timeframe 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 Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** 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.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
  - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
  - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

**71. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement 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 Subrecipients 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.

**72. 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 Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

**73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

**74. Responsibility of Subrecipient.** The Subrecipient 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 the 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).

## REQUIREMENTS

**75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

## 76. Enforcement.

- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
- (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
- (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
- (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
- (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.  
High Visibility Enforcement is defined as:

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



**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.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
  - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
  - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
  - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
    - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
    - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
    - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
    - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
    - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
    - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
  - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
  - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am, aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).
- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

#### 77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** 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:

- i. What program/policy the paid media is supporting;
  - ii. 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;
  - iii. The amount allocated for paid media;
  - iv. Anticipated creative costs associated with the paid media; and
  - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
  - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., 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.

#### 78. Public Information and Education Items.

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

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

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

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

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

#### 79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
  - i. 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.
  - ii. 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, or any other agency of the State or Federal Government.

**80. Safety Belt Policy.** Each Subrecipient 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 made available for review if requested.

**81. Special Conditions.**

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## Part VI: Federal Financial Assistance (Single Audit Act)

### Federal resources awarded pursuant to this Agreement are as follows:

#### CFDA Number 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)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

**\*Federal Funds Awarded:** \$15,000

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0%

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

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at 2 CFR §200.87

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

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

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

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<b>Federal Award Identification Number (FAIN):</b>	<b>FAIN Award Date:</b>
69A37522300004020FLO	05/16/2022

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

Project Title: STEP - Impaired Driving  
Project Number: AL-2025-00326  
FDOT Contract Number: G3715

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.

<p><i>(For FDOT Use Only)</i></p> <p><b>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</b></p> <p>By: _____ <i>Authorized FDOT State Safety Office Representative</i></p> <p>Date: _____ <i>Date Signed</i></p>	<p><b>SUBRECIPIENT</b></p> <p>By: _____ <i>Signature of Authorized Representative</i></p> <p>Name: _____ <i>Authorized Representative's Name Printed</i></p> <p>Title: _____ <i>Authorized Representative's Title Printed</i></p> <p>Date: _____ <i>Date Signed</i></p>
<p>Reviewed for the Florida Department of Transportation:</p> <p>By: _____ <i>Authorized FDOT Attorney</i></p> <p>Date: _____ <i>Date Signed</i></p>	<p><b>IMPLEMENTING AGENCY</b></p> <p>By: _____ <i>Signature of Authorized Representative</i></p> <p>Name: _____ <i>Authorized Representative's Name Printed</i></p> <p>Title: _____ <i>Authorized Representative's Title Printed</i></p> <p>Date: _____ <i>Date Signed</i></p>
<p><b>NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.</b></p>	

**EXHIBIT TO  
RESOLUTION  
  
NOT FOR  
EXECUTION**

**File Attachments for Item:**

6. City Council Resolution No. 2025-021 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing occupant protection laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
2-3-25


# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Florida Department of Transportation-Highway Traffic Safety Funds  
FY2025 Project Number OP-2025-00327

**DEPT / OFFICE:** Police Department

<b>Originator:</b> Chief of Police Gerald Butler		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Gerald Butler 	<b>Date</b> 1-10-25
<b>Recommended Action:</b> Approve request for the Police Department to accept and spend Grant funds from FL DOT Subgrant in the amount of \$15,000.00 for Strategic Traffic Enforcement Program (STEP) – <b>Occupant Protection.</b>		
<b>Summary Explanation &amp; Background:</b> Grant will be used to fund overtime for officers doing enforcement of seat belt usage and child restraint. Approximate Cost Breakdown: Overtime Salary & Benefits \$15,000.00		
<b>TOTAL GRANT AMOUNT: \$15,000.00</b>		
<b>Alternatives:</b>		
<b>Source of Funds:</b> Grant		
<b>Financial Impact:</b> None-covered by Grant Grant Amount: \$15,000.00		
<b>Exhibits Attached:</b> <ul style="list-style-type: none"> <li>Florida Department of Transportation-Grant awarded letter dated 9-20-24</li> <li>Highway Safety Funds Concept Paper</li> </ul>		

## RESOLUTION NO 2025 – 021

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING GRANT FUNDS AWARDED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE SAFETY OFFICE TO THE CITY OF LAKE CITY POLICE DEPARTMENT; PROVIDING ADDITIONAL FUNDING FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM (STEP) TO COVER COSTS ASSOCIATED WITH ENFORCING OCCUPANT PROTECTION LAWS; ADOPTING THE GRANT AWARD AGREEMENT AS A CONDITION OF ACCEPTING SUCH GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SUCH FUNDS AND ADOPTING SAID GRANT AWARD AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) City Council adopted Resolution 2024-069 (the “Grant Application Resolution”) setting forth the criteria for the City Manager to apply for grant funds without approval of the City Council; and

**WHEREAS**, the City of Lake City Police Department (the “Department”) applied for grant funds from the State of Florida Department of Transportation State Safety Office (the “Agency”) in compliance with the Grant Application Resolution; and

**WHEREAS**, the City was awarded grant funds from the Agency in the amount of \$15,000 (the “Awarded Funds”); and

**WHEREAS**, the Awarded Funds will be used to cover overtime costs for officers enforcing occupant protection laws through the Strategic Traffic Enforcement Program (STEP); and

**WHEREAS**, as a condition of accepting the Awarded Funds the City must adopt and execute the Grant Award Agreement in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, the Department desires to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City’s procurement policies and procedures; and

**WHEREAS**, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and



- 
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules, regulations, and directives as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
  5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  6. The Department is authorized to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City's procurement policies and procedures; and
  7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  8. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



*Florida Department of Transportation*

RECEIVED  
OCT 14 2024  
OFFICE OF THE CHIEF

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

September 20, 2024

Gerald Butler  
City of Lake City  
225 NW Main Blvd  
Lake City, Florida 32055

RE: FY2025 Highway Traffic Safety Concept Paper Selection - CPG-2025-LakeCity-P-00327

Dear Gerald Butler:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2025 for your traffic safety initiative.

**PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER.** A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2025 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2025 your agency applied for funding with the following Concept Paper Information:

**Concept Paper Number**  
CPG-2025-LakeCity-P-00327

**Implementing Agency**  
Lake City Police Department

**Project Title:**  
STEP - Occupant Protection

**Amount Requested**  
\$50,000

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

After a comprehensive review, CPG-2025-LakeCity-P-00327 was funded for FY2025 with the following project number, title, and funding levels below:

**FY2025 Project Number**

OP-2025-00327

**Implementing Agency**

Lake City Police Department

**Project Title:**

STEP - Occupant Protection

**Amount to be Awarded**

\$15,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: [“Congratulations, your concept has been selected! Here are the next steps required for subgrant development!”](#)

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: <https://www.fdot.gov/Safety/grants/grants-home.shtm>.

Sincerely,



Chris Craig, CPM, FCCM  
Traffic Safety Administrator  
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

<i>For FDOT Use Only</i>		<b>FDOT Contract Number: G3654</b>	
<b>Project Number: OP-2025-00327</b>		<b>FDOT UEI Number: RFKGNHR7ZH37</b>	
<b>Federal Funds Awarded: \$15,000</b>		<b>Subgrant End Date: 09/30/2025</b>	
<b>Subgrant Award (Start) Date:</b>			
<b>Part I: GENERAL ADMINISTRATIVE INFORMATION</b>			
1. Project Title: STEP - Occupant Protection			
2. Federal Funding: \$15,000		Match: \$0	Total Cost: \$15,000
3. Subrecipient Agency: Agency Name: City of Lake City  Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055		4. Implementing Agency: Agency Name: Lake City Police Department  Address: 225 NW Main Blvd City: Lake City State: Florida Zip: 32055	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000352 018			
6. Federal Unique Entity Identifier (UEI) Number: MYB6D4DLBJD9			
7. Chief Financial Officer: Name: Angela Taylor Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055 Telephone: (386) 758-5844 E-mail: taylora@lcfla.com		8. Project Director: (Can not receive any benefit under this subgrant) Name: Andy Miles Address: 225 NW Main Blvd City: Lake City State: Florida Zip: 32055 Telephone: (383) 758-5484 E-mail: milesa@lcflapd.com	
9. Financial Reimbursement Contact: Name: Angela Taylor Title: Finance Director Telephone: (386) 758-5844 E-Mail: taylora@lcfla.com		10. Project Activity Contact: Name: Michael Lee Title: Sergeant Telephone: (383) 758-5489 E-Mail: leem@lcflapd.com	
11. Payment Remittance Address: Name: City of Lake City Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055			

**EXHIBIT TO  
 RESOLUTION  
 NOT FOR  
 EXECUTION**

## Part II: PROJECT PLAN AND SUPPORTING DATA

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

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

### 1. Statement of the Problem:

Florida Department of Highway Safety and Motor Vehicles (FLHSMV) Traffic Crash Statistics for 2022 indicate that statewide, 3,238 individuals were killed in motor vehicle crashes and 759 of these individuals killed were not wearing their safety belts. Research has shown that correctly using an appropriate child restraint or safety belt is the single most effective way to save lives and to reduce injuries in crashes. Combination lap and shoulder belts, when used properly, reduce the risk of fatal injury to front-seat passenger car occupants by 45%. Child safety restraints reduce fatalities by 71% for infants younger than 1-year old and by 54% for toddlers (1 to 4 years old) in passenger cars per the National Highway Traffic Safety Administration (NHTSA).

The city of Lake City is home to approximately 12,000 residents. The city's vehicular service population, however, is three to four times that of the residential population. Many major roadways pass through the city limits including; Interstate 10, Interstate 75, US Highways 90, 41, and 441, and State Roads 100, 47, and 247. These bring many more road users into the city than comparable cities of similar size. The city of Lake City has become a stopping point for many citizens as they travel into and out of the state, resulting in the local nickname for Lake City as the "Gateway to Florida".

According to the Florida Department of Transportation (FDOT) fiscal year (FY) 2025 Highway Safety Matrix, the City of Lake City ranked first for occupant protection-related serious injuries and fatalities out of 118 cities with populations between 3,000 and 14,999. It is clear that continued education and enforcement of the state's safety belt and child restraint laws is necessary in order to reduce the incidences of injuries and fatalities on the city's roadways.

### 2. Proposed Solution:

The Lake City Police Department (LCPD) plans to reduce occupant protection-related injuries and fatalities and increase safety belt use in Lake City through implementation of a comprehensive traffic safety program that focuses on education and enforcement in accordance with the National Highway Traffic Safety Administration (NHTSA) Countermeasures that Work, 11th Edition: 3-15, Short-Term, High Visibility Seat Belt Law Enforcement; 3-16, Short-Term, High-Visibility Child Passenger Safety Law Enforcement; 3-19, Nighttime, High Visibility Seat Belt Law Enforcement, and 3-22, Other Strategies for Behavior Change.

The LCPD will form a "Strategic Traffic Enforcement Program" (STEP) Unit which will operate on overtime funds provided through the subgrant. The STEP Unit will be composed of officers from various areas within the department. An in-service training will be provided to all STEP Unit officers to ensure they are familiar with occupant protection laws and proper occupant restraint use. Any time three or more officers are scheduled for an operation, a dedicated Communications Operator may also be scheduled to provide direct support for this activity.

Crash and citation data will be reviewed quarterly to determine high-frequency crash and fatality locations, especially locations where safety belt nonuse is high. These locations will be identified for targeted enforcement and will be given priority when developing schedules for officers to conduct overtime operations.

These overtime operations will include mobile high visibility enforcement, mobile unmarked enforcement and targeted operations designed to encourage compliance with occupant protection laws, such as stationary safety belt saturation enforcement and car seat checkpoints. Educational programs will be conducted to supplement enforcement action and gain additional compliance. Educational efforts will be focus on increasing safety belt use among all users, with special emphasis placed on teen drivers and on education related to proper car seat use.

The LCPD will continue to partner with the Columbia Community Traffic Safety Team (CTST) to promote occupant protection and traffic safety in the community by attending regular CTST meetings and participating in

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

community-wide traffic safety initiatives. Additionally, LCPD will continue to participate in national occupant protection-related campaigns such as Click It or Ticket.

### 3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease occupant protection crashes and fatalities citywide by 2% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 10 occupant protection high visibility overtime enforcement operations during the project period.
- d. Participate in the Click It or Ticket campaign through occupant protection overtime enforcement operations and educational/community activities.
- e. Increase the safety belt usage rate in the city of Lake City by 2% during the project period.
- f. Strive to conduct at least 3 nighttime (between the hours of 9:00 pm and 6:00 am) occupant protection high visibility overtime enforcement operations during the project period.
- g. Conduct at least 4 child safety seat checks or child passenger safety classes during the project period.
- h. Conduct and/or participate in 4 educational/community outreach activities to increase occupant protection awareness during the project period.
- i. Provide occupant protection information and education to the public through the use of message boards, local media outlets, social media and/or press releases at least 10 times during the project period.

### 4. Evaluation:

- a. Enforcement activity start date.
- b. Occupant protection-related crashes and fatalities are reduced by 2% citywide when compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of occupant protection high visibility overtime enforcement operations conducted during the project period.
- d. The number of occupant protection-related overtime enforcement operations conducted, and education/community activities conducted/participated in during the Click It or Ticket campaign.
- e. The safety belt usage rate in the City of Lake City is increased by at least 2% during the project period.
- f. The number of nighttime (between the hours of 9:00 pm and 6:00 am) occupant protection high visibility overtime enforcement operations conducted during the project period.
- g. The number of child safety seat checks or child passenger safety classes conducted during the project period.
- h. Detail all educational/community outreach activities conducted and/or participated in to increase occupant protection awareness during the project period.
- i. The number of instances that occupant protection information and education is provided to the public through the use of message boards, local media outlets, social media and/or press releases during the project period.

**EXHIBIT TO  
 RESOLUTION**

**NOT FOR  
 EXECUTION**

### Part III: PROJECT DETAIL BUDGET

Project Title: STEP - Occupant Protection  
 Project Number: OP-2025-00327  
 FDOT Contract Number: G3654

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	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
<b>A. Personnel Services</b>					
Overtime Salary and Benefits	Overtime Salary and Benefits for Law Enforcement Officers, benefits to include: Retirement, FICA (Social Security and Medicare), and Workers Compensation.	\$12,000	\$0	\$12,000	No
Overtime Salary and Benefits	Overtime Salary and Benefits for Communications Operators, benefits to include: Retirement, FICA (Social Security and Medicare), and Workers Compensation.	\$3,000	\$0	\$3,000	No
<b>Subtotal:</b>		<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>	
<b>B. Contractual Services</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>C. Expenses</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>D. Equipment Costing \$10,000 or More</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>E. Indirect Cost</b>					
%		\$0		\$0	
<b>Subtotal:</b>		<b>\$0</b>		<b>\$0</b>	
<b>Total Cost of Project:</b>		<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>	

**EXHIBIT TO  
 RESOLUTION  
 NOT FOR  
 EXECUTION**

## Part IV: PERFORMANCE REPORT

Project Title: STEP - Occupant Protection  
Project Number: OP-2025-00327  
FDOT Contract Number: G3654

### Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Conduct outreach/educational activities for occupant protection.
4. Collect and analyze crash data to determine focus areas for targeted occupant protection enforcement.
5. Conduct occupant protection high visibility enforcement operations.

### National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



## Part V: Acceptance and Agreement

**Conditions of Subgrant Agreement.** Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

### FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "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 to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or 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, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.
2. **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. With the exception of documents protected by State law, 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 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 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 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event the Subrecipient 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 Subrecipient 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. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient 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 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 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.
    - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 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 Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. 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](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. 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 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:
  1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient 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 CFR 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; and/or
  6. Take other remedies that may be legally available.
- vi. 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.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Auditor General's Office at the following address:

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, 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 or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, 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.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **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.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

(a) The Subrecipient agrees to the following assurance:

The Subrecipient 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 agrees 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 or the Department deems appropriate.

**11. Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

**12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**13. Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**14. 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 Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees 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. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. 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), 49 CFR part 21, and 28 CFR 50.3;
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
  - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
  - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
  - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
  - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  - (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);
  - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
  - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
  - (l) Nondiscrimination Clause.

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, USDOT 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; and
- (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.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

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

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

**18. 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.

**19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**20. Property Accountability.** The Subrecipient 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 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

**21. Restrictions on Lobbying.** The Subrecipient agrees 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.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
  - i. 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;
  - ii. 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;
  - iii. 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; and
  - iv. 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 31 U.S.C 1352. 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.



- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. **Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
24. **Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
25. **Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
26. **Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
27. **Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



## 28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
  - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

**29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

## STATE REGULATIONS

**30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (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 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 in excess of the threshold amount provided in section 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.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

**31. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. 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 Agreement if the Subrecipient 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 in conjunction with this Agreement.

**32. Cooperation with Inspector General.** It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**33. 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 Agreement; and

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- (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 Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

#### 34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

#### 35. 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.

#### 36. Responsibility for Claims and Liability.

To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient 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, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient'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.

#### 37. Restrictions on Lobbying.

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

#### 38. 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 AG access to such records, which are not protected by State law, 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 AG 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.

#### 39. Tangible Property.

Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
  - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
  - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, 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.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

## GRANT MANAGEMENT

**53. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

**54. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

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

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

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

**55. Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
  - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
  - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 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 §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §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.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**56. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

**57. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient 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. 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 consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient 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 in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, 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.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

**58. How this 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

**59. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits;
- (b) Failure to provide required performance and final narrative reports in the required time frame;
- (c) Failure to perform work described in Part II of this Agreement;
- (d) Failure to provide reimbursement requests and performance reports in the required time frame;
- (e) Providing fraudulent performance reports or reimbursement requests; or
- (f) Misuse of equipment purchased with Federal highway safety funds.

**60. Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, 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 this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient 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.

**61. Personnel Hired or Paid Under this Agreement.**

- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

- i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
- ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

**62. Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

**63. Term of this Agreement.** This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement 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."

#### 64. Travel.

- (a) **Required Forms.** 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*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
  - i. Purchase of airfare;
  - ii. Travel to conference;
  - iii. Travel which includes a registration fee;
  - iv. Out-of-subgrant-specified work area travel; or
  - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 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 \$225.00 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 \$225.00 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.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

#### 65. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. 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 for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.



## FINANCIAL/FISCAL

**66. Allowable Costs.** The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, 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 this Agreement shall be allowable.

### 67. Subcontract Agreements.

- (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
  - i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
  - ii. Total contract amount;
  - iii. Scope of work/Services to be provided;
  - iv. Quantifiable, measurable, and verifiable units of deliverables;
  - v. Minimum level of service to be performed and criteria for evaluating successful completion;
  - vi. Budget/Cost Analysis; and
  - vii. Method of compensation/Payment Schedule.
- (c) **Additional Required Clauses.**
  - i. **All subcontract 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). A final invoice must be received by (insert date) or payment will be forfeited."
  - ii. **Buy American Act Clause** (see Section 4 of Part V)
  - iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
  - iv. **Cooperation with Inspector General** (see Section 32 of Part V)
  - v. **DBE Clause** (see Section 10 of Part V)
  - vi. **E-Verify Clause** (see Section 33 of Part V)
  - vii. **Nondiscrimination Clause** (see Section 16 of Part V)
  - viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
  - ix. **Integrity Certification Clause** (see Section 27 of Part V)
  - x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
  - xi. **Indemnification and Insurance** (see Section 34 of Part V)
  - xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
  - xiii. **Human Trafficking Clause** (see Section 23 of Part V)
  - xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
  - xv. **Termination for Convenience** (see Section 22 of Part V)

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



**68. Indirect Costs.** Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

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

**70. Procedures for Reimbursement.**

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

**The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)**

Listed below are types and examples of supporting documentation:

**i. Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.
- (e) **Frequency and Deadlines for Submission.**
  - i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.
  - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.  
**The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.**
- (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** 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.
- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. 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 timeframe 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 Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** 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.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
  - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
  - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

**71. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement 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 Subrecipients 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.

**72. 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 Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

**73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

**74. Responsibility of Subrecipient.** The Subrecipient 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 the 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).

## REQUIREMENTS

**75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

## 76. Enforcement.

- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
- (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
- (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
- (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
- (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.  
High Visibility Enforcement is defined as:

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**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.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
  - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
  - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
    - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
    - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
    - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
    - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
    - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
    - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
- i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am, aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).
- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

#### 77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** 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:

- i. What program/policy the paid media is supporting;
  - ii. 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;
  - iii. The amount allocated for paid media;
  - iv. Anticipated creative costs associated with the paid media; and
  - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
  - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., 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.

#### 78. Public Information and Education Items.

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

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

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

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

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

#### 79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
  - i. 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.
  - ii. 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, or any other agency of the State or Federal Government.

**80. Safety Belt Policy.** Each Subrecipient 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 made available for review if requested.

#### 81. Special Conditions.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## Part VI: Federal Financial Assistance (Single Audit Act)

### Federal resources awarded pursuant to this Agreement are as follows:

#### CFDA Number 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)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

**\*Federal Funds Awarded:** \$15,000

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0%

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

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at 2 CFR §200.87

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

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

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

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<b>Federal Award Identification Number (FAIN):</b>	<b>FAIN Award Date:</b>
69A37522300004020FLO	05/16/2022

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



Project Title: STEP - Occupant Protection  
 Project Number: OP-2025-00327  
 FDOT Contract Number: G3654

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.

<p><i>(For FDOT Use Only)</i></p> <p><b>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</b></p> <p>By: _____  <i>Authorized FDOT State Safety Office Representative</i></p> <p>Date: _____  <i>Date Signed</i></p>	<p><b>SUBRECIPIENT</b></p> <p>By: _____  <i>Signature of Authorized Representative</i></p> <p>Name: _____  <i>Authorized Representative's Name Printed</i></p> <p>Title: _____  <i>Authorized Representative's Title Printed</i></p> <p>Date: _____  <i>Date Signed</i></p>
<p>Reviewed for the Florida Department of Transportation:</p> <p>By: _____  <i>Authorized FDOT Attorney</i></p> <p>Date: _____  <i>Date Signed</i></p>	<p><b>IMPLEMENTING AGENCY</b></p> <p>By: _____  <i>Signature of Authorized Representative</i></p> <p>Name: _____  <i>Authorized Representative's Name Printed</i></p> <p>Title: _____  <i>Authorized Representative's Title Printed</i></p> <p>Date: _____  <i>Date Signed</i></p>
<p><b>NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.</b></p>	

**EXHIBIT TO  
RESOLUTION  
  
NOT FOR  
EXECUTION**

**File Attachments for Item:**

7. City Council Resolution No. 2025-022 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing speed and aggressive driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
2-3-25

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Florida Department of Transportation-Highway Traffic Safety Funds  
FY2025 Project Number SC-2025-00328

**DEPT / OFFICE:** Police Department

<b>Originator:</b> Chief of Police Gerald Butler		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Gerald Butler <i>[Signature]</i>	<b>Date</b> 1-10-25
<b>Recommended Action:</b> Approve request for the Police Department to accept and spend Grant funds from FL DOT Subgrant in the amount of \$15,000.00 for Strategic Traffic Enforcement Program (STEP) – <b>Speed &amp; Aggressive Driving</b> .		
<b>Summary Explanation &amp; Background:</b> Grant will be used to fund overtime for officers doing enforcement of speeding & aggressive driving. Approximate Cost Breakdown: Overtime Salary & Benefits \$15,000.00		
<b>TOTAL GRANT AMOUNT: \$15,000.00</b>		
<b>Alternatives:</b>		
<b>Source of Funds:</b> Grant		
<b>Financial Impact:</b> None-covered by Grant Grant Amount: \$15,000.00		
<b>Exhibits Attached:</b> <ul style="list-style-type: none"> <li>Florida Department of Transportation-Grant awarded letter dated 9-20-24</li> <li>Highway Safety Funds Concept Paper</li> </ul>		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

<i>For FDOT Use Only</i> <b>Project Number:</b> SC-2025-00328		<b>FDOT Contract Number:</b> G3585
<b>Federal Funds Awarded:</b> \$15,000		<b>FDOT UEI Number:</b> RFKGNHR7ZH37
<b>Subgrant Award (Start) Date:</b>		<b>Subgrant End Date:</b> 09/30/2025
<b>Part I: GENERAL ADMINISTRATIVE INFORMATION</b>		
1. Project Title: STEP - Speed and Aggressive Driving		
2. Federal Funding: \$15,000		Match: \$0      Total Cost: \$15,000
3. Subrecipient Agency: Agency Name: City of Lake City  Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055		4. Implementing Agency: Agency Name: Lake City Police Department  Address: 225 NW Main Blvd City: Lake City State: Florida Zip: 32055
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000352 018		
6. Federal Unique Entity Identifier (UEI) Number: MYB6D4DLBJD9		
7. Chief Financial Officer: Name: Angela Taylor Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055 Telephone: (386) 719-5844 E-mail: taylora@lcfla.com		8. Project Director: (Can not receive any benefit under this subgrant) Name: Andy Miles Address: 225 NW Main Blvd City: Lake City State: Florida Zip: 32055 Telephone: (386) 758-5421 E-mail: milesa@lcfla.com
9. Financial Reimbursement Contact: Name: Angela Taylor Title: Finance Director Telephone: (386) 719-5844 E-Mail: taylora@lcfla.com		10. Project Activity Contact: Name: Michael Lee Title: Sergeant Telephone: (386) 758-5489 E-Mail: leem@lcflapd.com
11. Payment Remittance Address: Name: City of Lake City Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055		

## Part II: PROJECT PLAN AND SUPPORTING DATA

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

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

### 1. Statement of the Problem:

The City of Lake City is a small city of approximately 12,000 residents. The vehicular service population, however, is 4-5 times our residential population, with annual average daily traffic as high as 54,500 (Florida Department of Transportation (FDOT) Average Annual Daily Traffic (AADT)). Many major roadways pass through our city limits, such as Interstate 10, Interstate 75, US Highways 90, 41, and 441, and State Roads (SR) 100, 47, and 247. These bring more road users into our jurisdiction than comparable cities our size. Lake City has become a stopping point for many citizens as they travel into and out of the state, resulting in the local nickname for Lake City as the "Gateway to Florida." As citizens stop and start their travels, they are often distracted and pay less attention to traffic safety, which increases the chance of crashes and crash-related injuries.

Lake City currently ranks poorly on the FDOT Highway Safety Matrix Ranking of Florida Cities, Group 3, based on fatalities and serious injury crashes for fiscal year (FY) 2025. We score in the top 40% for ALL categories. We rank number 1 (worst) in speed or aggressive driving.

Lake City currently serves a large population of transient drivers as traffic enters our city via several large traffic corridors, and we must serve this population with the resources of a small municipality. The funds requested by this application will allow us to better provide for the safety of not only those visitors driving through our community but also those who live and work here and must share the roadways with the higher traffic levels. Lake City continues to see economic growth mostly in the form of businesses that attract more transient traffic (hotels, restaurants, etc.). This increases the traffic levels on our roadways, especially throughways such as US 90, US 41, US 441, SR 100/100a, SR 47, and SR 247. Based on the Lake City Police Department 2019-2020 Crash Analysis Report, the ten highest crash-rate locations are all intersection crashes located on these highways.

The Lake City Police Department (LCPD) consists of 44 sworn law enforcement positions, 24 of which are patrol-based positions whose duties include traffic enforcement. As our service population grows, our patrol function finds itself with less time available to perform supplemental traffic enforcement duties. Traffic Safety Funds allow our officers to support our efforts through overtime, which can be focused specifically on this goal.

### 2. Proposed Solution:

The Lake City Police Department plans to reduce injuries and fatalities that are related to speeding, violation of control devices, and careless/aggressive driving, as well as increase compliance with these issues in Lake City, through the implementation of a comprehensive traffic safety program focusing on education and enforcement.

The Lake City Police Department will form a temporary unit lasting the duration of the subgrant period, operating on overtime funds provided through the subgrant. This "Strategic Traffic Enforcement Program" (STEP) Unit will be composed of officers from various areas within the department. Members of the unit will receive training specific to the duties this unit will perform to better prepare them to be more effective in their implementation of the program.

In-service training will also be provided to all department members to ensure officers are familiar with traffic laws, specifically those related to speed, aggressive driving, control-device violations (including intersections), bicycles, and pedestrians. Officers will also receive additional training on graduated licensing laws, distracted driving, other teen driver issues, and how to address aging road users. Coordinators will meet regularly to review crash and citation data to determine specific locations for targeted enforcement action. High-frequency crash and fatality locations, especially intersections, will be given priority when developing schedules for officers to conduct strategic enforcement operations (Countermeasures That Work (CTW), 11th edition, Chapter 4). The Project Director (or designee) will be responsible for ensuring that the data is reviewed monthly and will disseminate information to the rest of the department.

Targeted activities will include mobile high-visibility enforcement, mobile unmarked enforcement operations, as well as special targeted operations designed to encourage compliance with speeding and aggressive driving laws (CTW, 11th edition, Chapter 4).

The Lake City Police Department will accompany enforcement action with education through the distribution of printed materials, accompanied by public education campaigns using earned media, variable message boards, and social media to supplement enforcement action and gain additional compliance (CTW, 11th edition, Chapter 4).

The STEP Unit will also compile any Engineering or Emergency Services issues that arise or become known during operation, and the Lake City Police Department will continue to meet regularly with the Columbia Community Traffic Safety Team (CTST) to analyze and resolve these issues. LCPD currently partners with the CTST by attending regular meetings and participating in community-wide traffic safety initiatives and will continue to do so.

Additionally, LCPD will continue to participate in the National Highway Traffic Safety Administration (NHTSA) campaigns such as Click It or Ticket and Drive Sober or Get Pulled Over. Currently, LCPD actively participates in the Law Enforcement Liaison program and will continue to partner in other campaigns and initiatives supported by the FDOT State Safety Office.

The Program Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the FDOT State Safety Office Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be submitted and maintained by the Project Coordinator, who will ensure that copies are attached to each reimbursement invoice.

### **3. Project Objectives:**

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 3% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 2 speed and/or aggressive driving high visibility overtime enforcement operations per month.
- d. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct a minimum of 2 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period and provide details.
- f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 2 times during the project period.

### **4. Evaluation:**

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 3% citywide, when compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.

- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during the project period.

### Part III: PROJECT DETAIL BUDGET

Project Title: STEP - Speed and Aggressive Driving

Project Number: SC-2025-00328

FDOT Contract Number: G3585

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	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
<b>A. Personnel Services</b>					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers and dispatchers, benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.	\$15,000	\$0	\$15,000	No
<b>Subtotal:</b>		<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>	
<b>B. Contractual Services</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>C. Expenses</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>D. Equipment Costing \$10,000 or More</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>E. Indirect Cost</b>					
%		\$0		\$0	
<b>Subtotal:</b>		<b>\$0</b>		<b>\$0</b>	
<b>Total Cost of Project:</b>		<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>	



## Part IV: PERFORMANCE REPORT

Project Title: STEP - Speed and Aggressive Driving

Project Number: SC-2025-00328

FDOT Contract Number: G3585

### Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.

### National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

## Part V: Acceptance and Agreement

**Conditions of Subgrant Agreement.** Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

### FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "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 to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or 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, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.
2. **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. With the exception of documents protected by State law, 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 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 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 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event the Subrecipient 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 Subrecipient 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. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient 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 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 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.
    - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 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 Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. 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](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. 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 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:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient 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 CFR 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; and/or
  - 6. Take other remedies that may be legally available.
- vi. 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.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.
3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, 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 or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, 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.
5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

**6. Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**7. 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.

**8. Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**10. Disadvantaged Business Enterprises (DBE).**

(a) The Subrecipient agrees to the following assurance:

The Subrecipient 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 agrees 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 or the Department deems appropriate.

**11. Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

**12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**13. Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**14. 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 Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees 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. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. 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), 49 CFR part 21, and 28 CFR 50.3;
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
  - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
  - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
  - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
  - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  - (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);
  - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
  - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
  - (l) Nondiscrimination Clause.

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, USDOT 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; and
- (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.

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

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

**18. 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.

**19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**20. Property Accountability.** The Subrecipient 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 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

**21. Restrictions on Lobbying.** The Subrecipient agrees 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.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
- i. 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;
  - ii. 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;
  - iii. 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; and
  - iv. 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 31 U.S.C 1352. 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.



- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. **Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
24. **Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
25. **Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
26. **Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
27. **Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

## 28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
  - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

**29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

## STATE REGULATIONS

**30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (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 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 in excess of the threshold amount provided in section 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.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

**31. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. 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 Agreement if the Subrecipient 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 in conjunction with this Agreement.

**32. Cooperation with Inspector General.** It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**33. 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 Agreement; 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 Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

#### 34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

**35. 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.

**36. Responsibility for Claims and Liability.** To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient 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, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient'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.

**37. Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

**38. 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 AG access to such records, which are not protected by State law, 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 AG 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.

**39. Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

## MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
  - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
  - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, 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.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

## GRANT MANAGEMENT

**53. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

**54. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

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

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

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

**55. Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
  - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
  - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 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 §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §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.

- 56. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 57. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient 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. 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 consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient 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 in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, 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.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

- 58. How this 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 59. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits;
  - (b) Failure to provide required performance and final narrative reports in the required time frame;
  - (c) Failure to perform work described in Part II of this Agreement;
  - (d) Failure to provide reimbursement requests and performance reports in the required time frame;
  - (e) Providing fraudulent performance reports or reimbursement requests; or
  - (f) Misuse of equipment purchased with Federal highway safety funds.
- 60. Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, 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 this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient 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.
- 61. Personnel Hired or Paid Under this Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
  - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

- (c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.
- (d) **Overtime.**
- i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
  - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
  - iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
  - iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

**62. Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

**63. Term of this Agreement.** This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement 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."



#### 64. Travel.

- (a) **Required Forms.** 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*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
  - i. Purchase of airfare;
  - ii. Travel to conference;
  - iii. Travel which includes a registration fee;
  - iv. Out-of-subgrant-specified work area travel; or
  - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 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 \$225.00 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 \$225.00 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.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

#### 65. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. 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 for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.



## FINANCIAL/FISCAL

**66. Allowable Costs.** The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, 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 this Agreement shall be allowable.

### **67. Subcontract Agreements.**

- (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
  - i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
  - ii. Total contract amount;
  - iii. Scope of work/Services to be provided;
  - iv. Quantifiable, measurable, and verifiable units of deliverables;
  - v. Minimum level of service to be performed and criteria for evaluating successful completion;
  - vi. Budget/Cost Analysis; and
  - vii. Method of compensation/Payment Schedule.
- (c) **Additional Required Clauses.**
  - i. **All subcontract 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). A final invoice must be received by (insert date) or payment will be forfeited."
  - ii. **Buy American Act Clause** (see Section 4 of Part V)
  - iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
  - iv. **Cooperation with Inspector General** (see Section 32 of Part V)
  - v. **DBE Clause** (see Section 10 of Part V)
  - vi. **E-Verify Clause** (see Section 33 of Part V)
  - vii. **Nondiscrimination Clause** (see Section 16 of Part V)
  - viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
  - ix. **Integrity Certification Clause** (see Section 27 of Part V)
  - x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
  - xi. **Indemnification and Insurance** (see Section 34 of Part V)
  - xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
  - xiii. **Human Trafficking Clause** (see Section 23 of Part V)
  - xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
  - xv. **Termination for Convenience** (see Section 22 of Part V)

- 68. Indirect Costs.** Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.
- 69. Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.
- 70. Procedures for Reimbursement.**
- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
  - (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
  - (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

**The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)**

Listed below are types and examples of supporting documentation:

**i. Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
  - ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
  - iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
  - iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
  - v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
  - vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.
- All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.
- Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.
- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.
  - (e) **Frequency and Deadlines for Submission.**
    - i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.
    - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.  
**The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.**
  - (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
  - (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** 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.
- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. 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 timeframe 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 Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** 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.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
  - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
  - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- 71. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement 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 Subrecipients 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.
- 72. 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 Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.
- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient 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 the 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).

## REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 76. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
  - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
  - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
  - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
  - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.  
High Visibility Enforcement is defined as:

**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.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
  - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
  - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
  - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
    - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
    - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
    - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
    - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
    - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
    - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
  - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
  - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am, aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).
- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

## 77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** 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:

- i. What program/policy the paid media is supporting;
  - ii. 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;
  - iii. The amount allocated for paid media;
  - iv. Anticipated creative costs associated with the paid media; and
  - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ..." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
  - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., 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.

## 78. Public Information and Education Items.

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

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;

- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

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

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

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

#### **79. Publication and Printing of Observational Surveys and Other Reports.**

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
  - i. 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.
  - ii. 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, or any other agency of the State or Federal Government.

**80. Safety Belt Policy.** Each Subrecipient 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 made available for review if requested.

#### **81. Special Conditions.**



## Part VI: Federal Financial Assistance (Single Audit Act)

### Federal resources awarded pursuant to this Agreement are as follows:

#### CFDA Number 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)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

**\*Federal Funds Awarded:** \$15,000

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0%

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

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at 2 CFR §200.87

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

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

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

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<b>Federal Award Identification Number (FAIN):</b>	<b>FAIN Award Date:</b>
69A37522300004020FL0	05/16/2022

Project Title: STEP - Speed and Aggressive Driving  
Project Number: SC-2025-00328  
FDOT Contract Number: G3585

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: \_\_\_\_\_  
*Authorized FDOT State Safety Office Representative*

Date: \_\_\_\_\_  
*Date Signed*

Reviewed for the Florida Department of Transportation:

By: \_\_\_\_\_  
*Authorized FDOT Attorney*

Date: \_\_\_\_\_  
*Date Signed*

**SUBRECIPIENT**

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Name: \_\_\_\_\_  
*Authorized Representative's Name Printed*

Title: \_\_\_\_\_  
*Authorized Representative's Title Printed*

Date: \_\_\_\_\_  
*Date Signed*

**IMPLEMENTING AGENCY**

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Name: \_\_\_\_\_  
*Authorized Representative's Name Printed*

Title: \_\_\_\_\_  
*Authorized Representative's Title Printed*

Date: \_\_\_\_\_  
*Date Signed*

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

## RESOLUTION NO 2025 – 022

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING GRANT FUNDS AWARDED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE SAFETY OFFICE TO THE CITY OF LAKE CITY POLICE DEPARTMENT; PROVIDING ADDITIONAL FUNDING FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM (STEP) TO COVER COSTS ASSOCIATED WITH ENFORCING SPEED AND AGGRESSIVE DRIVING LAWS; ADOPTING THE GRANT AWARD AGREEMENT AS A CONDITION OF ACCEPTING SUCH GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SUCH FUNDS AND ADOPTING SAID GRANT AWARD AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) City Council adopted Resolution 2024-069 (the “Grant Application Resolution”) setting forth the criteria for the City Manager to apply for grant funds without approval of the City Council; and

**WHEREAS**, the City of Lake City Police Department (the “Department”) applied for grant funds from the State of Florida Department of Transportation State Safety Office (the “Agency”) in compliance with the Grant Application Resolution; and

**WHEREAS**, the City was awarded grant funds from the Agency in the amount of \$15,000 (the “Awarded Funds”); and

**WHEREAS**, the Awarded Funds will be used to cover overtime costs for officers enforcing speed and aggressive driving laws through the Strategic Traffic Enforcement Program (STEP); and

**WHEREAS**, as a condition of accepting the Awarded Funds the City must adopt and execute the Grant Award Agreement in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, the Department desires to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City’s procurement policies and procedures; and

**WHEREAS**, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

- 
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules, regulations, and directives as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
  5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  6. The Department is authorized to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City's procurement policies and procedures; and
  7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  8. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

RECEIVED  
OCT 14 2024 *SV*  
OFFICE OF THE CHIEF

JARED W. PERDUE, P.E.  
SECRETARY

September 20, 2024

Gerald Butler  
City of Lake City  
225 NW Main Blvd  
Lake City, Florida 32055

RE: FY2025 Highway Traffic Safety Concept Paper Selection - CPG-2025-LakeCity-P-00328

Dear Gerald Butler:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2025 for your traffic safety initiative.

**PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER.** A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2025 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2025 your agency applied for funding with the following Concept Paper Information:

**Concept Paper Number**  
CPG-2025-LakeCity-P-00328

**Implementing Agency**  
Lake City Police Department

**Project Title:**  
STEP - Speed & Aggressive Driving

**Amount Requested**  
\$40,000

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

After a comprehensive review, CPG-2025-LakeCity-P-00328 was funded for FY2025 with the following project number, title, and funding levels below:

**FY2025 Project Number**

SC-2025-00328

**Implementing Agency**

Lake City Police Department

**Project Title:**

STEP - Speed and Aggressive Driving

**Amount to be Awarded**

\$15,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: [“Congratulations, your concept has been selected! Here are the next steps required for subgrant development!”](#)

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: <https://www.fdot.gov/Safety/grants/grants-home.shtm>.

Sincerely,



Chris Craig, CPM, FCCM  
Traffic Safety Administrator  
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

<i>For FDOT Use Only</i> <b>Project Number:</b> SC-2025-00328		<b>FDOT Contract Number:</b> G3585	
<b>Federal Funds Awarded:</b> \$15,000		<b>FDOT UEI Number:</b> RFKGNHR7ZH37	
<b>Subgrant Award (Start) Date:</b>		<b>Subgrant End Date:</b> 09/30/2025	
<b>Part I: GENERAL ADMINISTRATIVE INFORMATION</b>			
1. Project Title: STEP - Speed and Aggressive Driving			
2. Federal Funding: \$15,000		Match: \$0	Total Cost: \$15,000
3. Subrecipient Agency: Agency Name: City of Lake City  Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055		4. Implementing Agency: Agency Name: Lake City Police Department  Address: 225 NW Main Blvd City: Lake City State: Florida Zip: 32055	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000352 018			
6. Federal Unique Entity Identifier (UEI) Number: MYB6D4DLBJD9			
7. Chief Financial Officer: Name: Angela Taylor Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055 Telephone: (386) 719-5844 E-mail: taylora@lcfla.com		8. Project Director: (Can not receive any benefit under this subgrant) Name: Andy Miles Address: 225 NW Main Blvd City: Lake City State: Florida Zip: 32055 Telephone: (386) 758-5421 E-mail: milesa@lcfla.com	
9. Financial Reimbursement Contact: Name: Angela Taylor Title: Finance Director Telephone: (386) 719-5844 E-Mail: taylora@lcfla.com		10. Project Activity Contact: Name: Michael Lee Title: Sergeant Telephone: (386) 758-5489 E-Mail: leem@lcflapd.com	
11. Payment Remittance Address: Name: City of Lake City Address: 205 N Marion Ave City: Lake City State: Florida Zip: 32055			

**EXHIBIT TO  
 RESOLUTION  
 NOT FOR  
 EXECUTION**

## Part II: PROJECT PLAN AND SUPPORTING DATA

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

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

### 1. Statement of the Problem:

The City of Lake City is a small city of approximately 12,000 residents. The vehicular service population, however, is 4-5 times our residential population, with annual average daily traffic as high as 54,500 (Florida Department of Transportation (FDOT) Average Annual Daily Traffic (AADT)). Many major roadways pass through our city limits, such as Interstate 10, Interstate 75, US Highways 90, 41, and 441, and State Roads (SR) 100, 47, and 247. These bring more road users into our jurisdiction than comparable cities our size. Lake City has become a stopping point for many citizens as they travel into and out of the state, resulting in the local nickname for Lake City as the "Gateway to Florida." As citizens stop and start their travels, they are often distracted and pay less attention to traffic safety, which increases the chance of crashes and crash-related injuries.

Lake City currently ranks poorly on the FDOT Highway Safety Matrix Ranking of Florida Cities, Group 3, based on fatalities and serious injury crashes for fiscal year (FY) 2025. We score in the top 40% for ALL categories. We rank number 1 (worst) in speed or aggressive driving.

Lake City currently serves a large population of transient drivers as traffic enters our city via several large traffic corridors, and we must serve this population with the resources of a small municipality. The funds requested by this application will allow us to better provide for the safety of not only those visitors driving through our community but also those who live and work here and must share the roadways with the higher traffic levels. Lake City continues to see economic growth mostly in the form of businesses that attract more transient traffic (hotels, restaurants, etc.). This increases the traffic levels on our roadways, especially throughways such as US 90, US 41, US 441, SR 100/100a, SR 47, and SR 247. Based on the Lake City Police Department 2019-2020 Crash Analysis Report, the ten highest crash-rate locations are all intersection crashes located on these highways.

The Lake City Police Department (LCPD) consists of 44 sworn law enforcement positions, 24 of which are patrol-based positions whose duties include traffic enforcement. As our service population grows, our patrol function finds itself with less time available to perform supplemental traffic enforcement duties. Traffic Safety Funds allow our officers to support our efforts through overtime, which can be focused specifically on this goal.

### 2. Proposed Solution:

The Lake City Police Department plans to reduce injuries and fatalities that are related to speeding, violation of control devices, and careless/aggressive driving, as well as increase compliance with these issues in Lake City, through the implementation of a comprehensive traffic safety program focusing on education and enforcement.

The Lake City Police Department will form a temporary unit lasting the duration of the subgrant period, operating on overtime funds provided through the subgrant. This "Strategic Traffic Enforcement Program" (STEP) Unit will be composed of officers from various areas within the department. Members of the unit will receive training specific to the duties this unit will perform to better prepare them to be more effective in their implementation of the program.

In-service training will also be provided to all department members to ensure officers are familiar with traffic laws, specifically those related to speed, aggressive driving, control-device violations (including intersections), bicycles, and pedestrians. Officers will also receive additional training on graduated licensing laws, distracted driving, other teen driver issues, and how to address aging road users. Coordinators will meet regularly to review crash and citation data to determine specific locations for targeted enforcement action. High-frequency crash and fatality locations, especially intersections, will be given priority when developing schedules for officers to conduct strategic enforcement operations (Countermeasures That Work (CTW), 11th edition, Chapter 4). The Project Director (or designee) will be responsible for ensuring that the data is reviewed monthly and will disseminate information to the rest of the department.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



Targeted activities will include mobile high-visibility enforcement, mobile unmarked enforcement operations, as well as special targeted operations designed to encourage compliance with speeding and aggressive driving laws (CTW, 11th edition, Chapter 4).

The Lake City Police Department will accompany enforcement action with education through the distribution of printed materials, accompanied by public education campaigns using earned media, variable message boards, and social media to supplement enforcement action and gain additional compliance (CTW, 11th edition, Chapter 4).

The STEP Unit will also compile any Engineering or Emergency Services issues that arise or become known during operation, and the Lake City Police Department will continue to meet regularly with the Columbia Community Traffic Safety Team (CTST) to analyze and resolve these issues. LCPD currently partners with the CTST by attending regular meetings and participating in community-wide traffic safety initiatives and will continue to do so.

Additionally, LCPD will continue to participate in the National Highway Traffic Safety Administration (NHTSA) campaigns such as Click It or Ticket and Drive Sober or Get Pulled Over. Currently, LCPD actively participates in the Law Enforcement Liaison program and will continue to partner in other campaigns and initiatives supported by the FDOT State Safety Office.

The Program Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the FDOT State Safety Office Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be submitted and maintained by the Project Coordinator, who will ensure that copies are attached to each reimbursement invoice.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

### 3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 3% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 2 speed and/or aggressive driving high visibility overtime enforcement operations per month.
- d. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct a minimum of 2 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period and provide details.
- f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 2 times during the project period.

### 4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 3% citywide, when compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.

- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during the project period.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

### Part III: PROJECT DETAIL BUDGET

Project Title: STEP - Speed and Aggressive Driving  
 Project Number: SC-2025-00328  
 FDOT Contract Number: G3585

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	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
<b>A. Personnel Services</b>					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers and dispatchers, benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.	\$15,000	\$0	\$15,000	No
<b>Subtotal:</b>		<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>	
<b>B. Contractual Services</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>C. Expenses</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>D. Equipment Costing \$10,000 or More</b>					
<b>Subtotal:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>E. Indirect Cost</b>					
<b>%</b>		<b>\$0</b>		<b>\$0</b>	
<b>Subtotal:</b>		<b>\$0</b>		<b>\$0</b>	
<b>Total Cost of Project:</b>		<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>	

**EXHIBIT TO  
 RESOLUTION**

**NOT FOR  
 EXECUTION**

## Part IV: PERFORMANCE REPORT

Project Title: STEP - Speed and Aggressive Driving  
Project Number: SC-2025-00328  
FDOT Contract Number: G3585

### Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.

### National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## Part V: Acceptance and Agreement

**Conditions of Subgrant Agreement.** Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

### FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "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 to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or 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, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.
2. **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. With the exception of documents protected by State law, 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 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 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 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event the Subrecipient 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 Subrecipient 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. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient 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 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 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.
    - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 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 Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. 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](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. 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 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:
  1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient 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 CFR 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; and/or
  6. Take other remedies that may be legally available.
- vi. 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.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Auditor General's Office at the following address:

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, 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 or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, 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.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**6. Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**7. 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.

**8. Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**10. Disadvantaged Business Enterprises (DBE).**

(a) The Subrecipient agrees to the following assurance:

The Subrecipient 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 agrees 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 or the Department deems appropriate.

**11. Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

**12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**13. Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**14. 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 Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees 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. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. 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), 49 CFR part 21, and 28 CFR 50.3;
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
  - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
  - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
  - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
  - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  - (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);
  - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
  - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
  - (l) Nondiscrimination Clause.

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, USDOT 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; and
- (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.

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

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

**18. 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.

**19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**20. Property Accountability.** The Subrecipient 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 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

**21. Restrictions on Lobbying.** The Subrecipient agrees 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.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
  - i. 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;
  - ii. 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;
  - iii. 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; and
  - iv. 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 31 U.S.C 1352. 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.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. **Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
24. **Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
25. **Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
26. **Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
27. **Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## 28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
  - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

**29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

## STATE REGULATIONS

**30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (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 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 in excess of the threshold amount provided in section 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.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

**31. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. 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 Agreement if the Subrecipient 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 in conjunction with this Agreement.

**32. Cooperation with Inspector General.** It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**33. 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 Agreement; and

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- (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 Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

#### 34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. **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.

36. **Responsibility for Claims and Liability.** To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient 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, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient'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.

37. **Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. **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 AG access to such records, which are not protected by State law, 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 AG 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.

39. **Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
  - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
  - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, 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.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:  
Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



**52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

## GRANT MANAGEMENT

**53. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

**54. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

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

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

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

**55. Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
  - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
  - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 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 §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §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.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



**56. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

**57. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient 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. 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 consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient 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 in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, 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.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

**58. How this 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

**59. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits;
- (b) Failure to provide required performance and final narrative reports in the required time frame;
- (c) Failure to perform work described in Part II of this Agreement;
- (d) Failure to provide reimbursement requests and performance reports in the required time frame;
- (e) Providing fraudulent performance reports or reimbursement requests; or
- (f) Misuse of equipment purchased with Federal highway safety funds.

**60. Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, 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 this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient 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.

**61. Personnel Hired or Paid Under this Agreement.**

- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

- i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
- ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

**62. Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

**63. Term of this Agreement.** This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement 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."

#### 64. Travel.

- (a) **Required Forms.** 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*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
  - i. Purchase of airfare;
  - ii. Travel to conference;
  - iii. Travel which includes a registration fee;
  - iv. Out-of-subgrant-specified work area travel; or
  - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 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 \$225.00 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 \$225.00 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.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

#### 65. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. 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 for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## FINANCIAL/FISCAL

**66. Allowable Costs.** The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, 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 this Agreement shall be allowable.

## 67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

- i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
- ii. Total contract amount;
- iii. Scope of work/Services to be provided;
- iv. Quantifiable, measurable, and verifiable units of deliverables;
- v. Minimum level of service to be performed and criteria for evaluating successful completion;
- vi. Budget/Cost Analysis; and
- vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract 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). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** (see Section 4 of Part V)

iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)

iv. **Cooperation with Inspector General** (see Section 32 of Part V)

v. **DBE Clause** (see Section 10 of Part V)

vi. **E-Verify Clause** (see Section 33 of Part V)

vii. **Nondiscrimination Clause** (see Section 16 of Part V)

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)

ix. **Integrity Certification Clause** (see Section 27 of Part V)

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)

xi. **Indemnification and Insurance** (see Section 34 of Part V)

xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)

xiii. **Human Trafficking Clause** (see Section 23 of Part V)

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)

xv. **Termination for Convenience** (see Section 22 of Part V)

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**68. Indirect Costs.** Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

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

**70. Procedures for Reimbursement.**

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

**The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)**

Listed below are types and examples of supporting documentation:

**i. Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.
- (e) **Frequency and Deadlines for Submission.**
  - i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.
  - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.  
**The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.**
- (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** 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.
- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. 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 timeframe 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 Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** 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.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
  - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
  - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- 71. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement 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 Subrecipients 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.
- 72. 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 Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.
- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient 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 the 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).

## REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 76. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
  - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
  - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
  - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
  - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.  
High Visibility Enforcement is defined as:

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION



**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.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
  - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
  - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
  - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
    - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
    - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
    - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
    - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
    - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
    - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
  - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
  - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**

EXHIBIT TO  
 RESOLUTION

NOT FOR  
 EXECUTION

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am, aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).
- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

#### 77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** 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:

- i. What program/policy the paid media is supporting;
  - ii. 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;
  - iii. The amount allocated for paid media;
  - iv. Anticipated creative costs associated with the paid media; and
  - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ..." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
  - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., 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.

#### 78. Public Information and Education Items.

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

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

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

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

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

#### **79. Publication and Printing of Observational Surveys and Other Reports.**

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
  - i. 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.
  - ii. 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, or any other agency of the State or Federal Government.

**80. Safety Belt Policy.** Each Subrecipient 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 made available for review if requested.

**81. Special Conditions.**

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## Part VI: Federal Financial Assistance (Single Audit Act)

### Federal resources awarded pursuant to this Agreement are as follows:

#### CFDA Number 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)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

**\*Federal Funds Awarded:** \$15,000

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0%

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

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at 2 CFR §200.87

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

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

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

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<b>Federal Award Identification Number (FAIN):</b>	<b>FAIN Award Date:</b>
69A37522300004020FL0	05/16/2022

EXHIBIT TO  
 RESOLUTION

NOT FOR  
 EXECUTION

Project Title: STEP - Speed and Aggressive Driving  
Project Number: SC-2025-00328  
FDOT Contract Number: G3585

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: \_\_\_\_\_  
*Authorized FDOT State Safety Office Representative*

Date: \_\_\_\_\_  
*Date Signed*

Reviewed for the Florida Department of Transportation:

By: \_\_\_\_\_  
*Authorized FDOT Attorney*

Date: \_\_\_\_\_  
*Date Signed*

**SUBRECIPIENT**

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Name: \_\_\_\_\_  
*Authorized Representative's Name Printed*

Title: \_\_\_\_\_  
*Authorized Representative's Title Printed*

Date: \_\_\_\_\_  
*Date Signed*

**IMPLEMENTING AGENCY**

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Name: \_\_\_\_\_  
*Authorized Representative's Name Printed*

Title: \_\_\_\_\_  
*Authorized Representative's Title Printed*

Date: \_\_\_\_\_  
*Date Signed*

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

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

8. City Council Resolution No. 2025-023 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Saxon Gilmore for legal services in furtherance of establishing a housing authority in the City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 - 023**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SAXON GILMORE FOR LEGAL SERVICES IN FURTHERANCE OF ESTABLISHING A HOUSING AUTHORITY IN THE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") has a need for specialized legal services to establish and provide legal advice concerning a housing authority in the City (the "Project"); and

WHEREAS, the City Manager and the City Attorney have made diligent inquiry and determined the firm of Saxon, Gilmore, and Carraway, P.A. (the "Vendor") possesses unique and necessary knowledge and experience to complete the Project; and

WHEREAS, the Vendor and the City desire to further the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, furthering the Project by engaging the Vendor's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Furthering the Project by engaging the Vendor to provide the products and services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City

---

Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney





**SAXON | GILMORE**  
SAXON GILMORE & CARRAWAY, P.A.  
*Attorneys and Counselors at Law*

201 E. KENNEDY BLVD., SUITE 600  
TAMPA, FLORIDA 33602  
phone 813.314.4500  
fax 813.314.4555  
[www.saxongilmore.com](http://www.saxongilmore.com)

Direct Dial: (813) 314-4502  
Email: [rgilmore@saxongilmore.com](mailto:rgilmore@saxongilmore.com)

December 30, 2024

**TRANSMITTED VIA E-MAIL  
INITIALLY**

Mr. Clay Martin  
City Attorney  
205 North Marion Avenue  
Lake City, Florida 32055

**RE: LEGAL SERVICES IN CONNECTION WITH THE ESTABLISHMENT AND  
OPERATION OF A FLORIDA MUNICIPAL HOUSING AUTHORITY**

Dear Mr. Martin:

It has been my pleasure to converse with you concerning the prospect of the City of Lake City ("City") establishing a municipal housing authority. In conjunction therewith, I want to assure you of our commitment to provide you with excellent and prompt services relative thereto. The purpose of this letter is to outline the legal services to be provided, as well as the basis upon which we will be paid for those services.

It is my understanding that you have been authorized to retain Saxon Gilmore & Carraway, P.A. to act as special legal counsel to work with you and the City to establish and help facilitate the operation of a municipal housing authority.

In charging reasonable fees for legal services, we evaluate a number of factors, including the time and effort required for a matter, its complexity or difficulty, the level of expertise necessary, the degree of responsibility that we bear in representing the City, the time limitations or special requirements that you impose on us, and the results we obtain for you. For example, if we are able to perform the legal services required in only a few hours of effort because of our particular expertise or knowledge, we may adjust your bill based on the factors listed. We do this because time alone is not a complete measure of the value of the services rendered, particularly when the results we produce for you are disproportionate to the time expended.

We charge for our attorneys and paraprofessionals at hourly rates ranging between Two Hundred Fifty Dollars (\$250.00) per hour and Five Hundred Twenty Dollars (\$520.00) per hour, depending upon the service provider and the nature and complexity of the work being performed. This arrangement is designed to give you effective and cost-efficient representation. As an accommodation to the City being a local government, we have agreed to reduce our rates to Three

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

December 30, 2024

Page 2

Hundred Dollars (\$300.00) per hour for partners, Two Hundred Fifty Dollars (\$250.00) per hour for associates, and One Hundred Forty Dollars (\$140.00) per hour for paralegals. Our hourly rates are subject to change from time to time without notice.

Our fees and costs will be charged monthly with an itemized statement that will be due when billed. We reserve the right to terminate our representation at any time if payment is not received within twenty-five (25) days of the date of a statement, and you agree not to contest our withdrawal from any court or administrative proceeding if payment has not been received by us within twenty-five (25) days of the date of a statement. Also, in the event of non-payment of statements for fees and expenses within twenty-five (25) days of rendition, you will be charged interest at the rate of one and one-half percent (1½%) per month on unpaid balances.

All out-of-pocket costs, including, but not limited to, filing and other court fees; photocopying; long-distance phone calls; postage; courier service; document preparation fees; fax transmissions and receptions; and travel expenses will be billed to you. In some circumstances, we will also charge secretarial overtime when documents must be produced under unusual time constraints.

You should always feel free to ask, and we are always pleased to discuss, any questions you may have regarding our statements.

If the foregoing fee arrangements meet with your approval, we would appreciate it if you would have signed and return the enclosed copy of this letter for our records. We look forward to working with you.

Sincerely,



**RICARDO L. GILMORE, ESQ.**

RLG/sm

THE FOREGOING ARRANGEMENTS ARE  
APPROVED AND ACCEPTED:

Dated: \_\_\_\_\_

By: EXHIBIT-NOT FOR EXECUTION  
Name: Mayor Noah Walker

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

9. City Council Resolution No. 2025-009 - A resolution of the City of Lake City, Florida, establishing support for a teaching garden; making findings of fact in support thereof; identifying a site to be made available for a privately managed teaching garden; directing the City Manager to solicit proposals from interested charitable non-profit organizations to privately utilize such site for a garden for educational purposes; directing the City Manager to include reasonable and prudent guidelines for respondents to said solicitation; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 - 009**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ESTABLISHING SUPPORT FOR A TEACHING GARDEN; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; IDENTIFYING A SITE TO BE MADE AVAILABLE FOR A PRIVATELY MANAGED TEACHING GARDEN; DIRECTING THE CITY MANAGER TO SOLICIT PROPOSALS FROM INTERESTED CHARITABLE NON-PROFIT ORGANIZATIONS TO PRIVATELY UTILIZE SUCH SITE FOR A GARDEN FOR EDUCATIONAL PURPOSES; DIRECTING THE CITY MANAGER TO INCLUDE REASONABLE AND PRUDENT GUIDELINES FOR RESPONDENTS TO SAID SOLICITATION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, community gardens make a significant contribution to the civic and cultural life of communities and create gathering places that bring people together; and

WHEREAS, community gardens provide access to healthy food for people of all economic backgrounds, allowing residents to improve nutrition and lower food costs; and

WHEREAS, community gardens serve as a tool to fight obesity by positively contributing to the physical activity of participants, increasing access to nutritional foods, and serving as an important environmental and health educational tool; and

WHEREAS, community gardeners eat healthier, more nutrient-rich diets than do non-gardening families; and

WHEREAS, community gardens provide positive attributes as urban green spaces, beautify blighted areas, build a sense of community, abate criminal activity, and prevent trash accumulation, dumping, and littering; and

WHEREAS, community gardens contribute to the preservation, access to, and use of open space, vacant lots, and public parks; and

WHEREAS, community gardens empower residents to become more active in their communities, to preserve open space and create gardens for the benefit of present and future generations; and

---

WHEREAS, children are oftentimes unaware of the benefits of gardening and lack the knowledge to successfully manage a garden; and

WHEREAS, the City of Lake City ("City") desires to create opportunities for children to learn the benefits of gardening and how to successfully garden; and

WHEREAS, the City has identified a parcel of land generally identified as tax parcel number 12300-000 as a parcel suitable for a garden to be used for educating children about the benefits and technics related to gardening; and

WHEREAS, the City finds such a garden and the educational programs related thereto would be best managed by a private, charitable, non-profit entity which entity's purpose aligns with the City's findings and desires set forth herein; and

WHEREAS, the City finds an open, competitive process of solicitation and selection of such a private, charitable, non-profit entity to manage said garden and programs is the most transparent means of identifying such an organization in a manner fair to all interested parties; and

WHEREAS, the City Manager via the City's office of procurement is best equipped to prepare and manage the solicitation of proposals from private, charitable, non-profit entities via a request for proposals; and

WHEREAS, identifying and selecting such a private, charitable, non-profit entity to manage said garden and programs is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Identifying and selecting a private, charitable, non-profit entity to manage an education-focused garden and programs for children is in the public or community interest and for public welfare; and
2. In furtherance thereof, the City Manager is directed to develop criteria for, and prepare and manage the solicitation of proposals from private, charitable, non-profit entities via a request for proposals; and

- 
3. The City Manager is directed to evaluate any responses to such solicitation and, provided a qualified organization provides a response to the solicitation which is complete and reasonably meets the criteria of the solicitation, identify such entity to the City Council accompanied by a management agreement with such entity for consideration by the City Council; and
  4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

**File Attachments for Item:**

10. City Council Resolution No. 2025-014 - A resolution of the City of Lake City, Florida, approving that certain amendment to Section 14.06 of the City of Lake City Personnel Manual concerning Outstanding Employees of the Year for the City of Lake City; making certain findings of fact in support of the City approving said amendment to implement the amended policy adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.

Meeting Date
2/3/2025

# CITY OF LAKE CITY

## Report To Council

AGENDA	
Section	
Item No.	

**SUBJECT:** Outstanding Employees of the Year Award Policy  
**DEPT. / OFFICE:** Human Resources

<b>Originator:</b> BillieJo Bible, Director of Human Resources		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> BillieJo Bible	
<b>Recommended Action:</b> Change policy 14.06 Outstanding Employees of the Year Award to only require the recognition and not detail the requirements of the time of year for the recognition, nor the process. Remove appendix 14-1.		
<b>Summary Explanation &amp; Background:</b> While the City will continue to recognize employees annually through an Outstanding Award program this program needs to be flexible with regards to when the recognition is to be held, the process for selection, and the form(s) to be used. The recognition rewards/categories, criteria, and monetary award amounts will remain the same.		
<b>Alternatives:</b> N/A		
<b>Source of Funds:</b> No change		
<b>Financial Impact:</b> .No change		
<b>Exhibits Attached:</b> Recommended replacement policy, current policy 14.06 and appendix 14-1.		



## 14.06 OUTSTANDING EMPLOYEES OF THE YEAR AWARD

The City will annually hold an Outstanding Employees of the Year Awards Recognition to give special recognition to City employees for outstanding or superior performance in the accomplishment of their duties. There will be four (4) categories and recipients will receive monetary awards; Dedication Award (\$150), Achievement Award (\$150), Supervisor of the Year (\$150) and Employee of the Year (\$300).

The Human Resources Department will oversee the process and program with City Manager approval.

### Dedication Award:

This award is presented to the employee who:

- Exhibits strengths in the areas of job performance, dedication, positive attitude, and contributes unselfishly as a team player.
- Voluntarily helps a fellow employee complete a difficult task or assist those who are behind schedule
- Works well with others and shares credit with fellow coworkers.
- Usually the first to come in everyday and the last to leave.
- Rarely misses a day of work.

Recipient of this award will receive \$150.00 and a plaque with the employee's name.

### Achievement Award:

This award is presented to the employee who:

- Has taken great steps to further their professional development and job skills.
- Learned a new system that benefits the department.
- Coached and encourages coworkers toward self-improvement
- Learned a new task outside their job description.
- Completed tasks with a low level of supervision under all conditions.
- Has shown marked improvement in job performance and interpersonal relationships.

Recipient of this award will receive \$150.00 and a plaque with the employee's name.

### Supervisor of the Year Award:

The Supervisor of the Year Award is presented to the Supervisor (Exempt Status) who:

- Has consistently and visibly shown efforts on behalf of the City which demonstrates the highest level of commitment to community service excellence, professionalism and success.
- Routinely exemplifies leadership, integrity, trustworthiness, dependability and forward thinking.
- Coaches and encourages the strengths and skills of their subordinates to assist them in achieving their personal best.
- Demonstrates initiative and creativity in carrying out and administering City policies/procedures/programs.
- Makes contributions which enhance or improve the operation and morale of their Department and the City.
- Strives to build and maintain a positive rapport with co-workers and citizens alike.

Recipient of this award will receive \$150.00 and a plaque with the employee's name.

### Employee of the Year Award:

This is the City's highest award and is presented to the employee who:

- Has consistently shown all qualities of a dedicated employee.
- Is well respected in the community as well as with fellow employees.
- Volunteers in city-sponsored community events and civic activities.
- Is concerned about customer satisfaction and remains composed when faced with confrontation; always reacts professionally.
- The Outstanding Employee of the Year has displayed excellence above and beyond their peers in these areas:
  - Work Performance/Productivity
  - Judgment
  - Initiative
  - Integrity
  - Dependability
  - Cooperation

#### Citizen Relations

- Other Significant Factors

Recipient of this award will receive \$300.00 and a plaque with the employee's name.

- Responsibilities.
  - The HR Director will administer the Outstanding Employee of the Year Program for the City.
  - All employees may submit nominations to their Department Directors in accordance with provisions established herein.
  - Department Directors will review and make final determination on nominations submitted from their respective Department for committee consideration.
- Eligibility requirements for nomination of all awards are:
  - Must be a regular full-time employee.
  - Must not be serving a probationary period.
  - Must not have received any disciplinary action during the award period.

#### **~~14.06. OUTSTANDING EMPLOYEES OF THE YEAR AWARD.~~**

~~A. Purpose. The City's Outstanding Employees of the Year awards are intended to give special recognition to City employees for outstanding or superior performance in the accomplishment of their duties. This policy establishes the process for selection of an outstanding employee of the year in the four (4) categories identified below. It sets forth the responsibilities, qualifications, nomination procedures, board composition, selection criteria and selection process, and award benefits for selected employees.~~

##### ~~Dedication Award:~~

~~This award is presented to the employee who:~~

- ~~• Exhibits strengths in the areas of job performance, dedication, positive attitude, and contributes unselfishly as a team player.~~
- ~~▪ Voluntarily helps a fellow employee complete a difficult task or assist those who are behind schedule~~
- ~~▪ Works well with others and shares credit with fellow coworkers.~~
- ~~▪ Usually the first to come in everyday and the last to leave.~~
- ~~▪ Rarely misses a day of work.~~

~~Recipient of this award will receive \$150.00 and a plaque with the employee's name.~~

##### ~~Achievement Award:~~

~~This award is presented to the employee who:~~

- ~~• Has taken great steps to further their professional development and job skills.~~
- ~~• Learned a new system that benefits the department.~~
- ~~• Coached and encourages coworkers toward self-improvement~~
- ~~• Learned a new task outside their job description.~~
- ~~• Completed tasks with a low level of supervision under all conditions.~~
- ~~• Has shown marked improvement in job performance and interpersonal relationships.~~

~~Recipient of this award will receive \$150.00 and a plaque with the employee's name.~~

##### ~~Supervisor of the Year Award:~~

~~The Supervisor of the Year Award is presented to the Supervisor (Exempt Status) who:~~

- ~~▪ Has consistently and visibly shown efforts on behalf of the City which demonstrates the highest level of commitment to community service excellence, professionalism and success.~~
- ~~▪ Routinely exemplifies leadership, integrity, trustworthiness, dependability and forward thinking.~~
- ~~▪ Coaches and encourages the strengths and skills of their subordinates to assist them in achieving their personal best.~~
- ~~▪ Demonstrates initiative and creativity in carrying out and administering City policies/procedures/programs.~~
- ~~▪ Makes contributions which enhance or improve the operation and morale of their Department and the City.~~
- ~~▪ Strives to build and maintain a positive rapport with co-workers and citizens alike.~~

~~Recipient of this award will receive \$150.00 and a plaque with the employee's name.~~

##### ~~Employee of the Year Award:~~

~~This is the City's highest award and is presented to the employee who:~~

- Has consistently shown all qualities of a dedicated employee.
- Is well respected in the community as well as with fellow employees.
- Volunteers in city-sponsored community events and civic activities.
- Is concerned about customer satisfaction and remains composed when faced with confrontation; always reacts professionally.
- The Outstanding Employee of the Year has displayed excellence above and beyond their peers in these areas:
  - Work Performance/Productivity
  - Judgment
  - Initiative
  - Integrity
  - Dependability
  - Cooperation

#### Citizen Relations

- Other Significant Factors

Recipient of this award will receive \$300.00 and a plaque with the employee's name.

- Responsibilities.
  - The HR Director will administer the Outstanding Employee of the Year Program for the City.
  - All employees may submit nominations to their Department Directors in accordance with provisions established herein.
  - Department Directors will review and make final determination on nominations submitted from their respective Department for committee consideration.
- Eligibility requirements for nomination of all awards are:
  - Must be a regular full-time employee.
  - Must not be serving a probationary period.
  - Must not have received any disciplinary action during the award period.
- Procedures.—Annual award nominations will be accepted by Department Directors during the last week of November of each year. Nominations will be prepared and submitted on the submission form as shown in Appendix 14-1. All information included within the nomination must have been achieved during the year of consideration. The "justification" section of the form may be completed in narrative, but the "specific accomplishments" section must be prepared using bullet format statements (descriptive words that convey a concise meaning). Department Directors shall review the nomination(s) to ensure the employee meets the qualifications listed in paragraph "C" above, and that the nominee warrants the award.
- Selection Committee.—The selection committee shall consist of the preceding Employee of the Year and one representative from General Services (includes Administration, Office of City Clerk, Recreation, and Growth Management), Utilities Department, Public Works, Police Department, and Fire Department. The HR Director will serve as recorder.
- Evaluation Criteria.—For all categories, consideration should be given to: specific outstanding achievements in the performance of the employee's assigned or related duties. This includes development of new procedures, techniques, suggestions which were accepted for use, and job accomplishments during the nomination period.—Specific self-improvement efforts through

enrollment in formal or informal educational and technical programs. Participation in workplace and community programs which add to or improve employee and/or community relations. Include any significant contribution to the workplace and/or community which is worthy of recognition. Any other notable accomplishments which would set the nominee apart as deserving of the award for which nominated.

- ~~G. Selection Process. The selection committee will evaluate all nominations and rate the narrative justification (Section I) and each specific accomplishments category (Section II) and Community Involvement (Section III) from 1 to 10. The scores will be recorded in the appropriate sections of the Form. The selection committee recorder will compute each nominee's total score. In the event of a tie between two or more nominees, the selection~~
- ~~committee will take a verbal vote to break the tie.~~

**RESOLUTION NO 2025 - 014**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA  
APPROVING THAT CERTAIN AMENDMENT TO SECTION  
14.06 OF THE CITY OF LAKE CITY PERSONNEL MANUAL  
CONCERNING OUTSTANDING EMPLOYEES OF THE YEAR  
FOR THE CITY OF LAKE CITY; MAKING CERTAIN FINDINGS OF  
FACT IN SUPPORT OF THE CITY APPROVING SAID  
AMENDMENT TO SAID POLICY; DIRECTING THE CITY  
MANAGER TO IMPLEMENT THE AMENDED POLICY  
ADOPTED HEREBY; REPEALING ALL PRIOR RESOLUTIONS IN  
CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") employee recognition program (the "Program") operates under the supervision of the City Manager; and

WHEREAS, the City Council desires to adopt a streamlined employee recognition program to allow flexibility in the implementation of same; and

WHEREAS, the City Manager is the official of the City charged with implementing policy and procedures for the Program; and

WHEREAS, adopting the amendment to the employee recognition program (the "Policy") in the form of the Exhibit attached hereto in furtherance and support of implementation of the Program is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Policy in furtherance and support of implementation of the Program is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Policy in the form of the Exhibit attached hereto should be and are approved by the City Council of the City of Lake City; and
3. The City Manager is directed to and shall implement the Policy in accordance with its terms and this resolution; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. All prior policies and procedures of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City

---

Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a meeting of the City Council, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

#### **14.06- OUTSTANDING EMPLOYEES OF THE YEAR AWARD-**

~~A. Purpose. The City's City will annually hold an Outstanding Employees of the Year awards are intended Awards Recognition to give special recognition to City employees for outstanding or superior performance in the accomplishment of their duties. This policy establishes the process for selection of an outstanding employee of the year in the four (4) categories identified below. It sets forth the responsibilities, qualifications, nomination procedures, board composition, selection criteria and selection process, and award benefits for selected employees. There will be four (4) categories and recipients will receive monetary awards; Dedication Award (\$150), Achievement Award (\$150), Supervisor of the Year (\$150) and Employee of the Year (\$300).~~

The Human Resources Department will oversee the process and program with City Manager approval.

#### ***Dedication Award:***

This award is presented to the employee who:

- Exhibits strengths in the areas of job performance, dedication, positive attitude, and contributes unselfishly as a team player.
- Voluntarily helps a fellow employee complete a difficult task or assist those who are behind schedule
- Works well with others and shares credit with fellow coworkers.
- Usually the first to come in everyday and the last to leave.
- Rarely misses a day of work.

Recipient of this award will receive \$150.00 and a plaque with the employee's name.

#### ***Achievement Award:***

This award is presented to the employee who:

- Has taken great steps to further their professional development and job skills.
- Learned a new system that benefits the department.
- Coached and encourages coworkers toward self-improvement
- Learned a new task outside their job description.
- Completed tasks with a low level of supervision under all conditions.
- Has shown marked improvement in job performance and interpersonal relationships.

Recipient of this award will receive \$150.00 and a plaque with the employee's name.

#### ***Supervisor of the Year Award:***

The Supervisor of the Year Award is presented to the Supervisor (Exempt Status) who:



- Has consistently and visibly shown efforts on behalf of the City which demonstrates the highest level of commitment to community service excellence, professionalism and success.
- Routinely exemplifies leadership, integrity, trustworthiness, dependability and forward thinking.
- Coaches and encourages the strengths and skills of their subordinates to assist them in achieving their personal best.
- Demonstrates initiative and creativity in carrying out and administering City policies/procedures/programs.
- Makes contributions which enhance or improve the operation and morale of their Department and the City.
- Strives to build and maintain a positive rapport with co-workers and citizens alike.

Recipient of this award will receive \$150.00 and a plaque with the employee's name.

### ***Employee of the Year Award:***

This is the City's highest award and is presented to the employee who:

- Has consistently shown all qualities of a dedicated employee.
- Is well respected in the community as well as with fellow employees.
- Volunteers in city-sponsored community events and civic activities.
- Is concerned about customer satisfaction and remains composed when faced with confrontation; always reacts professionally.
- The Outstanding Employee of the Year has displayed excellence above and beyond their peers in these areas:
  - Work Performance/Productivity
  - Judgment
  - Initiative
  - Integrity
  - Dependability
  - Cooperation

#### **Citizen Relations**

- Other Significant Factors

Recipient of this award will receive \$300.00 and a plaque with the employee's name.

- Responsibilities.
  - The HR Director will administer the Outstanding Employee of the Year Program for the City.
  - All employees may submit nominations to their Department Directors in accordance with provisions established herein.

- Department Directors will review and make final determination on nominations submitted from their respective Department for committee consideration.
- Eligibility requirements for nomination of all awards are:
  - Must be a regular full-time employee.
  - Must not be serving a probationary period.
  - Must not have received any disciplinary action during the award period.
- ~~Procedures.~~ Annual award nominations will be accepted by Department Directors during the last week of November of each year. Nominations will be prepared and submitted on the submission form as shown in Appendix 14-1. All information included within the nomination must have been achieved during the year of consideration. The "justification" section of the form may be completed in narrative, but the "specific accomplishments" section must be prepared using bullet format statements (descriptive words that convey a concise meaning). Department Directors shall review the nomination(s) to ensure the employee meets the qualifications listed in paragraph "C" above, and that the nominee warrants the award.
- ~~Selection Committee.~~ The selection committee shall consist of the preceding Employee of the Year and one representative from General Services (includes Administration, Office of City Clerk, Recreation, and Growth Management), Utilities Department, Public Works, Police Department, and Fire Department. The HR Director will serve as recorder.
- ~~Evaluation Criteria.~~ For all categories, consideration should be given to: specific outstanding achievements in the performance of the employee's assigned or related duties. This includes development of new procedures, techniques, suggestions which were accepted for use, and job accomplishments during the nomination period. Specific self-improvement efforts through enrollment in formal or informal educational and technical programs. Participation in workplace and community programs which add to or improve employee and/or community relations. Include any significant contribution to the workplace and/or community which is worthy of recognition. Any other notable accomplishments which would set the nominee apart as deserving of the award for which nominated.
- ~~G. Selection Process.~~ The selection committee will evaluate all nominations and rate the narrative justification (Section I) and each specific accomplishments category (Section II) and Community Involvement (Section III) from 1 to 10. The scores will be recorded in the appropriate sections of the Form. The selection committee recorder will compute each nominee's total score. In the event of a tie between two or more nominees, the selection
- ~~committee will take a verbal vote to break the tie.~~

**File Attachments for Item:**

11. City Council Resolution No. 2025-015 - A resolution of the City of Lake City, Florida, approving those certain amendments to the pay grade matrix for the City of Lake City Personnel Program; making certain findings of fact in support thereof; directing the City Manager to implement into the City pay grade matrix the amended pay grades adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 - 015**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THOSE CERTAIN AMENDMENTS TO THE PAY GRADE MATRIX FOR THE CITY OF LAKE CITY PERSONNEL PROGRAM; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; DIRECTING THE CITY MANAGER TO IMPLEMENT INTO THE CITY PAY GRADE MATRIX THE AMENDED PAY GRADES ADOPTED HEREBY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") employee compensation program (the "Program") operates under the supervision of the City Manager; and

WHEREAS, the City Manager recommends the City Council amend the employee compensation matrix, thereby adjusting the pay grade of certain City employees; and

WHEREAS, the City Council desires to accept the City Manager's recommendation and amend the employee compensation matrix, thereby adjusting the pay grade of certain City employees; and

WHEREAS, such pay grade adjustments are from time-to-time necessary to maintain the alignment of compensation paid by the City with compensation paid by competing employers; and

WHEREAS, such pay grade adjustments are necessary to promote employee retention and recruitment to ensure the City maintains a knowledgeable, experienced, and capable workforce; and

WHEREAS, the City Manager is the official of the City charged with implementing the City's personnel policies and procedures; and

WHEREAS, adopting the amendment to the employee compensation matrix (the "Matrix") in the form of the Exhibit attached hereto in furtherance and support of implementation of the Program is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Matrix Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Matrix Amendment in the form of the Exhibit attached hereto

---

should be and are approved by the City Council of the City of Lake City; and

3. The City Manager is directed to and shall implement the Matrix Amendment in accordance with its terms and this resolution; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. All prior policies and procedures of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become retroactively effective and enforceable as of October 1, 2024.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a meeting of the City Council, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

**Position that changed paygrades from F.Y. 2024 to F.Y. 2025**

<b>Position</b>	<b>2024 Paygrade</b>	<b>2025 Paygrade</b>
Gas Tech I	4	5
Airport Lineman	2	5
Gas Tech II	2	6
Locate Gas Tech	3	6
IT Help Desk Support Tech	3	5
Gas Tech III	3	7
WP Operator C	3	5
WWTP Operator C	3	5
Gas Cathodic Leak Specialist	4	8
GIS Specialist	4	5
WP Operator B	4	7
WWTP Operator B	4	7
Gas Measurement Tech	5	9
IT Systems Specialist	5	7
WP Operator A	5	9
WP Chief Operator	6	12
WWTP Maintenance Supervisor	5	9
WWTP Chief Operator	6	12
Gas Welder	6	9
Gas Supervisor	7	11
Sprayfield Superintendent	7	9
Airport Manager	8	11
Gas Superintendent	8	12
GM Planning Tech	9	11
Airport Director	13	18
Director Water Plant	16	18
Director Wastewater Plant	16	18
Assistant Chief of Police	17	18
Assistant Fire Chief	17	18
Director of Finance	19	20
Police Chief	20	21
Exec Director of Utilities	20	21
Growth Management Director	19	21

# EXHIBIT TO RESOLUTION

# NOT FOR EXECUTION

**File Attachments for Item:**

12. City Council Resolution No. 2025-024 - A resolution of the City of Lake City, Florida, appointing Mary M. McKellum to serve in Seat "3-G" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025-024**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPOINTING MARY M. MCKELLUM TO SERVE IN SEAT “3-G” ON THE CITY’S PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, AND HISTORIC PRESERVATION AGENCY BOARD THROUGH OCTOBER 31, 2028, THE END OF THE CURRENT TERM FOR SAID SEAT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE EXPIRATION OF SAID TERM ON OCTOBER 31, 2028; DIRECTING THE CITY CLERK TO REFLECT SAID APPOINTMENT AND EXPIRATION OF TERM IN SUCH RECORDS OF THE CITY AS ARE NECESSARY AND PRUDENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CLERK REFLECTING SUCH APPOINTMENT AND EXPIRATION OF TERM IN THE RECORDS OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article Three of the Land Development Regulations (the “LDRs”) of the City of Lake City (“City”) creates, establishes, and defines the terms of office of the City Planning and Zoning Board (the “PZB”), and the City Board of Adjustment (the “BoA”); and

WHEREAS, Article Ten of the LDRs creates, establishes, and defines the terms of office of the City Historic Preservation Agency (the “HPA”) board (collectively the PZB, BoA, and HPA are hereinafter referenced as the “Boards”); and

WHEREAS, the City Council is imbued with the authority to appoint members of the Boards; and

WHEREAS, the LDRs provide the Boards shall be comprised of seven members; and

WHEREAS, the LDRs further provide the Boards may be comprised of the same individuals; and

WHEREAS, the City Council solicited applications from individuals to serve on the Boards; and

WHEREAS, the City Council considered the applications of individuals to serve on the Boards; and

WHEREAS, the City Council desires to appoint Mary M. McKellum to the Boards; and



WHEREAS, appointing the foregoing individual to the Boards is in the public interest and in the interests of the City;

WHEREAS, the City Clerk is the officer of the City imbued with, among other things, the responsibility to maintain the official records of the City; and

WHEREAS, it is important that the names of individuals appointed to the Boards, the terms of office thereof, and the expiration of the appointments to said office be maintained in the records of the City by the City Clerk; and

WHEREAS, the City Council desires that the appointment of Mary M. McKellum to the Boards be memorialized in the records of the City by the City Clerk;

WHEREAS, upon the appointment of Mary M. McKellum to the Boards, the composition of the Boards will be as represented on the Exhibit attached hereto; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Appointing Mary M. McKellum to the Boards is in the public or community interest and for public welfare; and
2. In furtherance thereof, the following individual is appointed to the corresponding seat on the Boards for the corresponding terms and dates:

Mary M. McKellum	Seat "3-G"	Initial term commencing on February 4, 2025 and ending on October 31, 2028.
------------------	------------	---

3. Those appointed hereby are directed to fulfill the purposes and duties of the Boards and members of the Boards as set forth in the LDRs.
4. The City Clerk is directed to reflect the appointment set forth herein for and through the period set forth herein in the official records of the City.
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**Board Composition**  
as of  
**February 4, 2025**  
**(Planning & Zoning Board)**  
**(Board of Adjustment)**  
**(Historic Preservation Agency)**

<b>Seat Designation</b>	<b>Name of Appointee</b>	<b>Term and Expiration</b>	<b>Resolution #</b>
1-A	Brenda Douglass	Four (4) years through October 31, 2026	2024-048
1-B	Tanya Johnson	Four (4) years through October 31, 2026	2024-079
2-C	Christopher Lydick	Two (2) years through October 31, 2025	2023-117
2-D	Schara Wilson	Two (2) years through October 31, 2027	2024-049
3-E	Daniel Carlucci	Four (4) years through October 31, 2028	2025-005
3-F	Sophia Adams	Four (4) years through October 31, 2028	2025-008
3-G	Mary M. McKellum	Four (4) years through October 31, 2028	2025-024

**Exhibit to**  
**Resolution 2025-024**

**CITY OF LAKE CITY, FLORIDA  
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Mary	McKellum	M.
First Name	Last Name	Middle Initial
<hr/>		
480 NW Gibson Lane		
Home Address		
<hr/>		
Lake City	Florida	32055
City	State	Zip
<hr/>		
386-752-9785 (office)	904-635-2021	marymckellum@yahoo.com
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

Beautification Advisory Committee \_\_\_\_\_  
Community Redevelopment Advisory Committee \_\_\_\_\_  
Utility Advisory Committee \_\_\_\_\_  
  
Planning and Zoning Board   x   \_\_\_\_\_  
Board of Trustees – Municipal Firefighters Pension Trust Fund \_\_\_\_\_  
Board of Trustees – General City Employees Retirement Plan \_\_\_\_\_  
Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund \_\_\_\_\_  
  
Charter Review \_\_\_\_\_  
  
Other: \_\_\_\_\_

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

I am a business woman and I own a business inside the Lake City city limits. I am the co-founder of the Greater  
Greater Lake City Community Development Corporation Inc. I have an interest in my community.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**File Attachments for Item:**

13. City Council Resolution No. 2025-025 - A resolution of the City of Lake City, Florida, amending the City of Lake City Personnel Manual; exempting certain employees of the City from the classification system established by same; clarifying the exemption of the Charter Officers of the City from certain provisions of the personnel manual; making certain findings of fact in support thereof; directing the City Manager to implement the amendments adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 - 025**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THE CITY OF LAKE CITY PERSONNEL MANUAL; EXEMPTING CERTAIN EMPLOYEES OF THE CITY FROM THE CLASSIFICATION SYSTEM ESTABLISHED BY SAME; CLARIFYING THE EXEMPTION OF THE CHARTER OFFICERS OF THE CITY FROM CERTAIN PROVISIONS OF THE PERSONNEL MANUAL; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; DIRECTING THE CITY MANAGER TO IMPLEMENT THE AMENDMENTS ADOPTED HEREBY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") employee management program (the "Program") operates under the supervision of the City Manager, subject to the terms of the Personnel Manual (the "Manual") adopted by the City Council; and

WHEREAS, a component of the Program and the Manual is an employee classification system (the "System"); and

WHEREAS, Section 70-32(b) of the Code of Ordinances exempts certain employees and officers of the City from the system; and

WHEREAS, the City Manager recommends the City Council amend the Manual to clarify the System is inapplicable to the employees of the City enumerated in Section 70-32(b) of the Code of Ordinances; and

WHEREAS, the Manual does not address the applicability of the Manual's provisions to the city clerk, the city manager, and the city attorney, which positions are the charter officers of the City (the "Charter Officers"); and

WHEREAS, the Manual does not provide a definition of a charter officer; and

WHEREAS, Section 306, Section 401, and Section 603 provide for the appointment of the city clerk, the city manager, and the city attorney by the City Council without qualification or condition on the process and procedure for such appointments; and

WHEREAS, the City Manager recommends the City Council amend the Manual to clarify the Manual's applicability to the Charter Officers, specify exemptions thereto, and provide a definition for same; and

WHEREAS, the City Council desires to accept the City Manager's recommendations and amend the Manual in the form of the amendments attached as an exhibit hereto (the "Amendments"); and

WHEREAS, the City Manager is the official of the City charged with implementing the City's personnel policies and procedures; and

WHEREAS, adopting the Amendments is in the public interest and in the interests of the City; now therefore

---

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Amendments is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amendments in the form of the Exhibit attached hereto should be and are approved by the City Council of the City of Lake City; and
3. The City Manager is directed to and shall implement the Amendments in accordance with its terms and this resolution; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. All prior policies and procedures of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon adoption by a majority of a quorum of the City Council..

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a meeting of the City Council, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

Chapter 2, “Definitions” of the Personnel Manual of the City of Lake City shall be amended to include the following term and definition, which term and definition shall be placed alphabetically in such definitions:

Charter Officer – Either the City Manager, the City Clerk, and/or the City Attorney, as the case may be and as the context shall so require.

Section 1.02 of the Personnel Manual of the City of Lake City shall be amended to read as follows.

**1.02. POSITIONS COVERED, EXEMPTIONS.** All Except as otherwise set forth herein, all employees of the City are covered under the provisions of these rules and regulations. Elected officials consisting of the City Council, members of Council-appointed boards and committees, and contract labor personnel are not City employees. All benefit provisions do not apply to part-time, temporary, intermittent, contract or employees in their initial probationary period unless authorized by the provisions of this policy manual.

A. Chapter 4 of this Personnel Manual shall not apply to the following pursuant to Section 70-32(b) of the Code of Ordinances:

1. All elected officials and persons appointed to fill elective offices.

2. The city manager and any assistants that may be authorized by the city council.

3. Members of appointed boards, commissions or committees.

4. Persons engaged under contracts to supply expert, professional, technical or other services to the city.

5. Volunteer personnel, such as volunteer firefighters, and all other personnel appointed to serve without compensation.

6. The city attorney and any assistants thereto.

7. The city clerk.

8. Heads of the various departments of the city.

9. Seasonal employees and temporary employees as defined in the personnel policies and procedures.

10. Emergency employees who are hired to meet the immediate requirements of an emergency situation

B. The provisions of Chapters 5, 6, and 7 of this Personnel Manual shall not apply to, nor be a condition of an offer of employment by the City Council to fill the position of a of Charter Officer, whether filling such position on an interim or on a permanent/continuous basis. Notwithstanding, this provision does not preclude the City Council from designing an open or closed process to recruit or otherwise solicit applications from persons interested in filling such positions as the



City Council shall determine in its sole discretion. An offer of employment to fill a Charter Officer position shall be subject to a resulting written employment agreement between the City (by and through the City Council) and such offeree. To the extent of conflict between such agreement and this Personnel Manual, the terms of such agreement shall control.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

15. Discussion and Possible Action - Consideration to hire an Administrative Assistant for Community Program Director (Human Resource Director Billie Jo Bible)

<b>MEETING DATE</b>
1/21/2025

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Administrative Assistant for Community Program Director

**DEPT / OFFICE:** Community Program / City Manager's Office

<b>Originator:</b> Dee Johnson		
<b>City Manager</b>  Don Rosenthal	<b>Department Director</b>  Terri Phillips	<b>Date</b>  1/7/2025
<b>Recommended Action:</b> Request Council to approve an Administrative Assistant for Community Program Director		
<b>Summary Explanation &amp; Background:</b> Due to the growth of the City and the increase of the City's Community Programs the Community Program Director needs an assistant to help with organization, data collection, paperwork processing, scheduling and other duties. This department has been run solely by the Community Program Director since its creation, but the work load has increased significantly.		
<b>Alternatives:</b> Scale back the amount of Community Programs.		
<b>Source of Funds:</b> General Fund		
<b>Financial Impact:</b> Salary and benefits to hire additional staff member.		
<b>Exhibits Attached:</b>		