
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

December 15, 2025 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 12/15/2025: Move item 12 Resolution No. 2025-171 from New Business/Resolutions to New Business/Other Items and retitled item to Discussion and Possible Action - 2025 Employee Holiday Schedule

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.

Events Prior to Meeting - 5:00 PM CRA Meeting

Pledge of Allegiance

Invocation - Vice Mayor/Council Member Chevella Young

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.

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

Approval of Agenda

Proclamations

1. In recognition of Terry Hancock

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 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 - November 17, 2025 Workshop
- [3.](#) Minutes - December 1, 2025 Workshop
- [4.](#) City Council Resolution No. 2025-162 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; 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.
- [5.](#) City Council Resolution No. 2025-163 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; 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. 2025-164 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; 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. 2025-168 - A resolution of the City of Lake City, Florida, providing for maintenance and security of the cemetery located in the City of Lake City, Florida, commonly identified as Wilson Cemetery, such cemetery being situated on Columbia County 2025 Tax Parcel 11248-000 at the Southwest corner of the intersection of Northwest Redding Avenue and Northwest Wilson Street; citing the provisions of Section 497.284, Florida Statutes as the legal basis for providing maintenance and security of said cemetery; making certain findings of fact in support of the City providing for maintenance and security of said cemetery; recognizing limitations to the City's liability for damages; recognizing the City's right to recover amounts equal to the value of such maintenance and security; directing the City Clerk to transmit the resolution to the State of Florida Department of Financial Services, Division of Funeral, Cemetery, and Consumer Services; directing the City Manager to seek any available grant funds to provide for such maintenance and security; repealing all prior resolutions in conflict; and providing an effective date.

Presentations - None

Quasi-Judicial Hearings

Open Quasi-Judicial Hearing

First Reading

- [8.](#) City Council Ordinance No. 2025-2315 (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 less than ten contiguous acres of land, pursuant to an application, Z 25-03, by Carol Chadwick, P.E., as agent for Florida First Coast Investment Corp., Inc., the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) to Commercial, Neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located on Laurel Lane behind Circle K on Highway 90.

Adopt City Council Ordinance No. 2025-2315 on first reading

Close Quasi-Judicial Hearing

Old Business

Ordinances

Open Public Hearing

- [9.](#) City Council Ordinance No. 2025-2345 (final reading) - An ordinance of the City of Lake City, Florida, approving, adopting, and authorizing the execution of an Interlocal Service Boundary Agreement between the City of Lake City, Florida, and the Columbia County, Florida, Board of County Commissioners regarding a joint planning area and Municipal Service Area to be commonly identified as the Cornerstone Planning Area; providing for recordation; providing for severability; providing for conflicts; and providing an effective date.

Close Public Hearing

Adopt City Council Ordinance No. 2025-2345 on final reading

Resolutions - None

Other Items - None

New Business

Ordinances - None

Resolutions

- [10.](#) City Council Resolution No. 2025-108 - A resolution of the City of Lake City, Florida, adopting that certain update amendment to the procedure for processing public records requests element of the City's Public Record Request Policy; making certain findings of fact in support of the City approving said update; directing the City Manager in cooperation and consultation with the City Clerk to update the City's procedure for processing public records requests element of the City's Public Record Request Policy; repealing all prior resolutions in conflict; and providing an effective date.
- [11.](#) City Council Resolution No. 2025-161 - A resolution of the City of Lake City, Florida, authorizing the City Manager, after consultation with the City Attorney, to issue trespass warnings and orders related to real property owned or leased by the City; requiring the City Manager to notify the City Council of any such warnings or orders issued by the City Manager; authorizing the City Council to rescind any such warnings or orders issued by the City Manager; making findings of fact in support thereof; directing the City Clerk to reflect said authorization in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such authorization in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

Other Items

12. Discussion and Possible Action - 2025 Employee Holiday Schedule

City Council Resolution No. 2025-171 - A resolution of the City of Lake City, Florida, amending the schedule of paid holidays for the 2025 calendar year; making certain findings of fact in support of the City amending the schedule of paid holidays for the 2025 calendar year; recognizing the authority of the City Council to adopt such amendment; directing the City Manager to give effect to such amendment; establishing all other published paid holidays for the 2025 calendar year shall remain in full force and effect, without change; repealing all prior resolutions in conflict; and providing an effective date.

13. Appoint Council Member to serve on the Columbia County Tourist Development Council for 2026 (Mayor Noah Walker)**Departmental Administration****14.** Informational purposes only - Gwen Lake Update**Comments by:**

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

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. In recognition of Terry Hancock

Proclamation

IN RECOGNITION OF TERRY HANCOCK

- WHEREAS,** *Terry proudly served his country in the United States Army as a Vietnam Era Veteran from 1973 to 1976, exemplifying courage, dedication, and an unwavering commitment to the nation he loved; and*
- WHEREAS,** *following the loss of his partner, Terry began standing with a sign as a way to honor her memory and raise funds for her funeral expenses. Though an anonymous donor ultimately paid the funeral costs, that single act of kindness inspired Terry to continue standing in gratitude, holding a “thank you” sign beginning in 2020; and*
- WHEREAS,** *during the COVID-19 pandemic, Terry shifted his message of appreciation to honor and uplift medical professionals and essential workers, becoming a symbol of hope, encouragement, and unity during an extraordinary time; and*
- WHEREAS,** *Terry grew into a patriotic pillar of the Lake City community, faithfully waving to residents each day, spreading joy, positivity, and kindness to all who passed by; and*
- WHEREAS,** *he especially loved greeting children and gifting them small American flags, creating moments of connection and joy that will be remembered by countless families; and*
- WHEREAS,** *Terry was deeply charitable, often assisting veterans and individuals experiencing homelessness by offering rides, gift cards for meals, and heartfelt support, demonstrating compassion in both word and deed; and*
- WHEREAS,** *he was a proud member of the Veterans of Foreign Wars (VFW) and the American Legion, organizations in which he found camaraderie, purpose, and the opportunity to continue serving others; and*
- WHEREAS,** *Terry Hancock’s positive outlook, generosity, and unwavering spirit touched the lives of innumerable residents and made him a beloved figure whose daily presence uplifted the community; and*
- WHEREAS,** *Terry Hancock passed away on October 27, 2025, leaving behind a legacy of gratitude, patriotism, and kindness that will be deeply missed by all who knew him.*

NOW, THEREFORE, I, Noah Walker, as Mayor of the City of Lake City, Florida do hereby recognize and honor Terry Hancock for his remarkable life, his service to our nation, and the lasting impact he made on the people of Lake City. His memory will continue to inspire acts of kindness, unity and community spirit for generations to come.



Seal of the City of Lake City
State of Florida

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 15th day of December 2025.

Noah Walker, Mayor
City of Lake City

File Attachments for Item:

2. Minutes - November 17, 2025 Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on November 17, 2025, beginning at 5:00 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.

CALL TO ORDER

PLEDGE

INVOCATION – Mayor Noah Walker

ROLL CALL

Mayor/Council Member
City Council

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

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

ITEMS FOR DISCUSSION

1. Housing

- Market Conditions
- Goals of City Housing Involvement

Growth Management Director Scott Thomason provided an update on housing projects in the City Limits.

City Manager Rosenthal provided an update received from Jennifer Daniels at the County on housing projects in the County.

City Manager Rosenthal provided an overview of where the City is at as it relates to housing.

Council Member Carter reported well over 1,000 houses being built in the community and recommended going out to bid for a housing study.

Council Member Jernigan stated he would like to see what staff has planned and suggested coming up with a plan for the Housing Market.

Mayor Walker stated his goal for the City's involvement in housing was to make the City blight free and have housing available at an affordable rate for those that need it in town. He also reported a consultant could do predevelopment designs and compliance. Mayor Walker also

reported that the City opted out of the Live Local Act, and if the City were to report a housing issue, the topic may need to be addressed at the State level.

Council Member Carter spoke against opting in to the Live Local Act.

Council Member Jernigan reported he felt the issue was not in housing, but in the cost of renting.

Council Member Young asked for clarity on a starting point and reported not seeing anyone wanting to invest in the City. She reported Precept will bring in local developers.

Council Member Carter suggested hiring an expert to perform a study for a starting point.

PUBLIC COMMENT: Todd Sampson; Carol Chadwick; Sylvester Warren; Tim Williams; Kylenna Stephens; Dylan Adams; Vanessa George; Leslie Buckholtz

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 5:50 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

3. Minutes - December 1, 2025 Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on December 1, 2025, beginning at 5:00 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.

CALL TO ORDER

PLEDGE

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

ITEMS FOR DISCUSSION

1. Mobility Plan & Fee Presentation – Project Manager Lauren Rushing, AICP – NUE Urban Concepts

Ms. Rushing continued her presentation from the October 20, 2025 Workshop and presented members with proposed Mobility Plan and Fee options.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 5:19 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

4. City Council Resolution No. 2025-162 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; 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
12-15-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Florida Department of Transportation-Highway Traffic Safety Funds
FY2026 Project Number SC-2026-00366

DEPT / OFFICE: Police Department

Originator: Chief of Police Gerald Butler		
City Manager Don Rosenthal	Department Director Gerald Butler <i>[Signature]</i>	Date 11-17-25
Recommended Action: Approve request for the Police Department to apply, accept and spend Grant funds from FL DOT Subgrant in the amount of \$35,000.00 for Strategic Traffic Enforcement Program (STEP) – Speed & Aggressive Driving .		
Summary Explanation & Background: Grant will be used to fund overtime for officers doing enforcement of speeding & aggressive driving. Approximate Cost Breakdown: Overtime Salary & Benefits \$35,000.00		
TOTAL GRANT AMOUNT: \$35,000.00		
Alternatives:		
Source of Funds: Grant		
Financial Impact: None-covered by Grant Grant Amount: \$35,000.00		
Exhibits Attached: <ul style="list-style-type: none"> Subgrant for Highway Traffic Safety Funds-Project Title: Speeding & Aggressive Driving 		

RESOLUTION NO 2025 – 162

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING GRANT FUNDS AWARDED TO THE CITY OF LAKE CITY POLICE DEPARTMENT BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE SAFETY OFFICE; 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 \$35,000 (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

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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 December, 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

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

For FDOT Use Only		FDOT Contract Number: G3J87	
Project Number: SC-2026-00366		FDOT UEI Number: RFKGNHR7ZH37	
Federal Funds Awarded: \$35,000		Subgrant End Date: 09/30/2026	
Subgrant Award (Start) Date:			
Part I: GENERAL ADMINISTRATIVE INFORMATION			
1. Project Title: Speeding and Aggressive Driving			
2. Federal Funding: \$35,000		Match: \$0 Total Cost: \$35,000	
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: (356) 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: (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 to 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) 2026. 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). Being able to accurately record the driver's speed is a priority, so funds will also be applied to purchasing speed measurement devices to be distributed to officers working the high visibility detail.

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 who 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 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: Speeding and Aggressive Driving
 Project Number: SC-2026-00366
 FDOT Contract Number: G3J87

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
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, and Worker's Compensation	\$25,000	\$0	\$25,000	No
Subtotal:		\$25,000	\$0	\$25,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Speed Measurement Devices (Under \$5,000 per unit)	Purchase of speed measurement devices necessary for program implementation. Individual devices can not have cost of \$5,000 or more.	\$10,000	\$0	\$10,000	No
Subtotal:		\$10,000	\$0	\$10,000	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$35,000	\$0	\$35,000	

Part IV: PERFORMANCE REPORT

Project Title: Speeding and Aggressive Driving
Project Number: SC-2026-00366
FDOT Contract Number: G3J87

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 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 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

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 (USDOT) 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, FHWA's and/or 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 USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with 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. FHWA and/or 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. 1251-1387) 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 FHWA and/or 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. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or 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 FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or 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 a 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 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 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, FHWA and/or 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, Subrecipients 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; and
 - (h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (2) 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;
- (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;
- (4) That, in the event the 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 FHWA and/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
- (5) 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 FHWA and/or 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. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

- (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, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. 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 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this 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 Executive Order or other guidance from the Governor of Florida; 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. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.
- (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(a) 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(h) 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(b) of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28(b) 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(c) 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, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's 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 unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [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.

Subrecipients will be reimbursed for indirect costs up to the first \$50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

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

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 for a more thorough financial analysis, 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.
 - c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.
- ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an 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, an 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, an 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 colleges and 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) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date 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, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, 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 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.
- 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 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.**
- (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.** The purchase of software whose primary purpose is 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 (Part III of this Agreement) 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.
 - 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.
- (m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods
- (n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.
- (o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.
- (p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

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 Funds Awarded:** \$35,000

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

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

- (a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)

www.sam.gov

- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37525300004020FLO	05/14/2025

Project Title: Speeding and Aggressive Driving
Project Number: SC-2026-00366
FDOT Contract Number: G3J87

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

File Attachments for Item:

5. City Council Resolution No. 2025-163 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; 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
12-15-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Florida Department of Transportation-Highway Traffic Safety Funds
FY2026 Project Number M5HVE-2026-00364

DEPT / OFFICE: Police Department

Originator: Chief of Police Gerald Butler		
City Manager Don Rosenthal	Department Director Gerald Butler	Date 11-17-25
Recommended Action: Approve request for the Police Department to apply, accept and spend Grant funds from FL DOT Subgrant in the amount of \$15,000.00 for Strategic Traffic Enforcement Program (STEP) – Impaired Driving .		
Summary Explanation & Background: Grant will be used to fund overtime for officers doing enforcement of impaired driving. Approximate Cost Breakdown: Overtime Salary & Benefits \$15,000.00		
TOTAL GRANT AMOUNT: \$15,000.00		
Alternatives:		
Source of Funds: Grant		
Financial Impact: None-covered by Grant Grant Amount: \$15,000.00		
Exhibits Attached: <ul style="list-style-type: none"> Subgrant for Highway Traffic Safety Funds-Project Title: Impaired Driving 		

RESOLUTION NO 2025 – 163

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING GRANT FUNDS AWARDED TO THE CITY OF LAKE CITY POLICE DEPARTMENT BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE SAFETY OFFICE; 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 December, 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

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

For FDOT Use Only		FDOT Contract Number: G3K86	
Project Number: M5HVE-2026-00364		FDOT UEI Number: RFKGNHR7ZH37	
Federal Funds Awarded: \$15,000		Subgrant Award (Start) Date:	
		Subgrant End Date: 09/30/2026	
Part I: GENERAL ADMINISTRATIVE INFORMATION			
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: (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:

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, per the Florida Department of Transportation (FDOT, 2019). 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 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 accidents and crash related injuries.

According to 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 (grams per deciliter) or higher. Of those crashes, 19% (6,872) involved a driver with a BA) of .15 g/dL or higher. Florida saw 25% of their fatalities caused by drivers with a BAC of .08 or higher. The City of 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 2026 Highway Safety Matrix (HSM) – Ranking of Florida Cities, Impaired Driving category. Lake City is ranked 1 out of the 120 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, the Lake City Police Department (LCPD) will utilize countermeasures detailed in the National Highway Traffic Safety Administration (NHTSA) 11th Edition of "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTW's found under Chapters 1 and 2: Alcohol Impaired Driving, and Drug Impaired Driving. This includes CTW Chapter 1 Sections:

Alcohol- Impaired and Drug-Impaired Driving:

- Enforcement: Subsections
- Publicized Sobriety Checkpoints
- High Visibility Saturation Patrols
- Mass-Media Campaigns
- Underage Drinking and Driving
- Zero-Tolerance Law Enforcement
- 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 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 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.

In addition to overtime funds, LCPD is requesting \$5000 to be used for safety equipment for DUI Checkpoints. This will include equipment to illuminate the work area for officer safety as well as traffic direction and control to more safely manage the flow of traffic through the checkpoint. Examples of equipment include portable lighting, traffic cones, electronic road beacons, etc.

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 at 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 officer receiving overtime reimbursement during any HVE saturation will have their work documented through the use of an activity report. We understand that we can either use the FDOT Impaired Driving High Visibility Enforcement Activity Report or our agency's activity report. If we use our 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 6:00 pm to 6:00 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 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 through the use of message boards, local media outlets, social media, printed materials, and/or press releases to raise awareness of the dangers of impaired driving at least twice during the project period. Lastly, we will also participate in NHTSA's 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 city wide by 3% when compared to the 10/01 to 06/30 time 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 2 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 time period 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. Number of instances that impaired 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 - Impaired Driving
Project Number: M5HVE-2026-00364
FDOT Contract Number: G3K86

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

Part IV: PERFORMANCE REPORT

Project Title: STEP - Impaired Driving

Project Number: M5HVE-2026-00364

FDOT Contract Number: G3K86

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.

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 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 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

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 (USDOT) 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, FHWA's and/or 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 USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with 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. FHWA and/or 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. 1251-1387) 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 FHWA and/or 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. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or 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 FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or 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 a 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 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 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, FHWA and/or 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, Subrecipients 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; and
 - (h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (2) 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;
- (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;
- (4) That, in the event the 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 FHWA and/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
- (5) 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 FHWA and/or 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. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

- (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, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. 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 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this 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 Executive Order or other guidance from the Governor of Florida; 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. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.
- (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(a) 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(h) 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(b) of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28(b) 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(c) 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, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's 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 unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [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.

Subrecipients will be reimbursed for indirect costs up to the first \$50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

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

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 for a more thorough financial analysis, 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.
 - c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.
- ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an 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, an 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, an 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 colleges and 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) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date 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, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, 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 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.
- 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 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.**
- (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.** The purchase of software whose primary purpose is 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 (Part III of this Agreement) 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.
 - 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.
- (m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods
- (n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.
- (o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.
- (p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

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 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

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

- (a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)

www.sam.gov

- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A3752530000405DFLM	05/14/2025

Project Title: STEP - Impaired Driving
Project Number: M5HVE-2026-00364
FDOT Contract Number: G3K86

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>(For FDOT Use Only)</p> <p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p>By: _____ <i>Authorized FDOT State Safety Office Representative</i></p> <p>Date: _____ <i>Date Signed</i></p>	<p>SUBRECIPIENT</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>IMPLEMENTING AGENCY</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>

File Attachments for Item:

6. City Council Resolution No. 2025-164 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; 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
12-15-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Florida Department of Transportation-Highway Traffic Safety Funds
FY2026 Project Number OP-2026-00365

DEPT / OFFICE: Police Department

Originator: Chief of Police Gerald Butler		
City Manager Don Rosenthal	Department Director Gerald Butler	Date 11-17-25
Recommended Action: Approve request for the Police Department to apply, accept and spend Grant funds from FL DOT Subgrant in the amount of \$25,000.00 for Strategic Traffic Enforcement Program (STEP) – Occupant Protection .		
Summary Explanation & Background: Grant will be used to fund overtime for officers doing enforcement of seat belt usage and child restraint. Approximate Cost Breakdown: Overtime Salary & Benefits \$25,000.00		
TOTAL GRANT AMOUNT: \$25,000.00		
Alternatives:		
Source of Funds: Grant		
Financial Impact: None-covered by Grant Grant Amount: \$25,000.00		
Exhibits Attached: <ul style="list-style-type: none"> Subgrant for Highway Traffic Safety Funds-Project Title: Occupant Protection 		

RESOLUTION NO 2025 – 164

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING GRANT FUNDS AWARDED TO THE CITY OF LAKE CITY POLICE DEPARTMENT BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE SAFETY OFFICE; 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 \$25,000 (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

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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 December, 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

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

<i>For FDOT Use Only</i>		FDOT Contract Number: G3K08	
Project Number: OP-2026-00365		FDOT UEI Number: RFKGNHR7ZH37	
Federal Funds Awarded: \$25,000		Subgrant End Date: 09/30/2026	
Subgrant Award (Start) Date:			
Part I: GENERAL ADMINISTRATIVE INFORMATION			
1. Project Title: STEP - Occupant Protection			
2. Federal Funding: \$25,000		Match: \$0 Total Cost: \$25,000	
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: (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:

Florida Department of Highway Safety and Motor Vehicles (FLHSMV) Traffic Crash Statistics for 2022 indicate that 3,238 individuals were killed in motor vehicle crashes statewide, and 759 of these deaths involved individuals who were not wearing 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 reduce injuries in crashes. Combination lap and shoulder belts, when used properly, reduce the risk of death for front-seat passenger car occupants by 45 percent. Child safety restraints reduce the risk of death by 71 percent for infants younger than one year and by 54 percent for toddlers between one and four years in passenger cars, according to the National Highway Traffic Safety Administration (NHTSA).

The City of Lake City is home to approximately 12,000 residents. Its vehicular service population, however, is three to four times higher than its residential population. Several major roadways pass through the city limits, including Interstate 10, Interstate 75, U.S. Highways 90, 41, and 441, as well as State Roads 100, 47, and 247. These routes bring significantly more road users into Lake City compared to other municipalities of similar size. Lake City has become a common stopping point for travelers entering and leaving the state, earning the local nickname "Gateway to Florida."

According to the Florida Department of Transportation (FDOT) Fiscal Year 2026 Highway Safety Matrix, Lake City ranked first for occupant protection-related serious injuries and deaths among 120 cities with populations between 3,000 and 14,999. Continued education and enforcement of the state's safety belt and child restraint laws remain necessary to reduce the number of crashes, injuries, and deaths on the city's roadways.

2. Proposed Solution:

The Lake City Police Department (LCPD) plans to reduce occupant protection-related injuries and deaths and to increase safety belt use through implementation of a comprehensive traffic safety program focused on education and enforcement. The program follows the National Highway Traffic Safety Administration's (NHTSA) Countermeasures That Work, Eleventh Edition, including Section 3-15 on short-term, high-visibility safety belt law enforcement; Section 3-16 on short-term, high-visibility child passenger safety law enforcement; Section 3-19 on nighttime, high-visibility safety belt law enforcement; and Section 3-22 on other strategies for behavior change.

To carry out this effort, LCPD will establish a Strategic Traffic Enforcement Program (STEP) Unit, which will operate using overtime funds provided through the subgrant. The STEP Unit will include officers from multiple areas within the department. In-service training will be provided to all STEP Unit officers to ensure familiarity with occupant protection laws and proper restraint use. Whenever three or more officers are scheduled for an operation, a dedicated communications operator may also be scheduled to provide direct support.

Crash and citation data will be reviewed quarterly to determine high-frequency crash and death locations, with particular attention to areas where safety belt nonuse is high. These locations will be prioritized for targeted enforcement when scheduling officers for overtime operations. Enforcement activities will include mobile high-visibility patrols, mobile unmarked enforcement, and targeted operations such as stationary safety belt saturation details and car seat checkpoints. Educational programs will supplement these enforcement actions to encourage compliance. These efforts will focus on increasing safety belt use among all drivers and passengers, with particular emphasis on teen drivers and proper car seat use.

LCPD will continue partnering with the Columbia Community Traffic Safety Team (CTST) to promote occupant protection and roadway safety through regular meetings and community-wide initiatives. The department will also maintain participation in national occupant protection campaigns, including the "Click It or Ticket" campaign.

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 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 and/or participate in at least 5 educational/community outreach activities to increase occupant protection awareness during the project period.
- h. 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 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. Detail all educational/community outreach activities conducted and/or participated in to increase occupant protection awareness during the project period.
- h. 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.

Part III: PROJECT DETAIL BUDGET

Project Title: STEP - Occupant Protection
Project Number: OP-2026-00365
FDOT Contract Number: G3K08

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
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, Benefits to include Retirement, FICA (Social Security and Medicare), and Workers Compensation.	\$25,000	\$0	\$25,000	No
Subtotal:		\$25,000	\$0	\$25,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Subtotal:		\$0	\$0	\$0	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$25,000	\$0	\$25,000	

Part IV: PERFORMANCE REPORT

Project Title: STEP - Occupant Protection
Project Number: OP-2026-00365
FDOT Contract Number: G3K08

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 occupant protection enforcement.
4. Conduct occupant protection high visibility enforcement operations.
5. Conduct outreach/educational activities for occupant protection.

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 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 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

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 (USDOT) 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, FHWA's and/or 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 USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with 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. FHWA and/or 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. 1251-1387) 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 FHWA and/or 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. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or 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 FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or 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 a 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 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 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, FHWA and/or 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, Subrecipients 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; and
 - (h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (2) 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;
- (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;
- (4) That, in the event the 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 FHWA and/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
- (5) 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 FHWA and/or 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. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

- (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, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. 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 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this 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 Executive Order or other guidance from the Governor of Florida; 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. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.
- (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(a) 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(h) 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(b) of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28(b) 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(c) 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, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's 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 unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [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.

Subrecipients will be reimbursed for indirect costs up to the first \$50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

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

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 for a more thorough financial analysis, 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.
 - c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.
- ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an 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, an 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, an 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 colleges and 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) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date 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, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, 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 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.
- 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 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.**
- (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.** The purchase of software whose primary purpose is 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:
- 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.
 - 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:

- "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.
- "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.
- "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 (Part III of this Agreement) 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.
 - 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.
- (m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods
- (n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.
- (o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.
- (p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

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 Funds Awarded:** \$25,000

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

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

- (a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)

www.sam.gov

- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37525300004020FL0	05/14/2025

Project Title: STEP - Occupant Protection
Project Number: OP-2026-00365
FDOT Contract Number: G3K08

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: Gerald Butler
Authorized Representative's Name Printed

Title: chief of police
Authorized Representative's Title Printed

Date: 11/17/25
Date Signed

File Attachments for Item:

7. City Council Resolution No. 2025-168 - A resolution of the City of Lake City, Florida, providing for maintenance and security of the cemetery located in the City of Lake City, Florida, commonly identified as Wilson Cemetery, such cemetery being situated on Columbia County 2025 Tax Parcel 11248-000 at the Southwest corner of the intersection of Northwest Redding Avenue and Northwest Wilson Street; citing the provisions of Section 497.284, Florida Statutes as the legal basis for providing maintenance and security of said cemetery; making certain findings of fact in support of the City providing for maintenance and security of said cemetery; recognizing limitations to the City's liability for damages; recognizing the City's right to recover amounts equal to the value of such maintenance and security; directing the City Clerk to transmit the resolution to the State of Florida Department of Financial Services, Division of Funeral, Cemetery, and Consumer Services; directing the City Manager to seek any available grant funds to provide for such maintenance and security; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 - 168

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA PROVIDING FOR MAINTENANCE AND SECURITY OF THE CEMETERY LOCATED IN THE CITY OF LAKE CITY, FLORIDA COMMONLY IDENTIFIED AS WILSON CEMETERY, SUCH CEMETERY BEING SITUATED ON COLUMBIA COUNTY 2025 TAX PARCEL 11248-000 AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTHWEST REDDING AVENUE AND NORTHWEST WILSON STREET; CITING THE PROVISIONS OF SECTION 497.284, FLORIDA STATUTES AS THE LEGAL BASIS FOR PROVIDING FOR MAINTENANCE AND SECURITY OF SAID CEMETERY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY PROVIDING FOR MAINTENANCE AND SECURITY OF SAID CEMETERY; RECOGNIZING LIMITATIONS TO THE CITY'S LIABILITY FOR DAMAGES; RECOGNIZING THE CITY'S RIGHT TO RECOVER AMOUNTS EQUAL TO THE VALUE OF SUCH MAINTENANCE AND SECURITY; DIRECTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF FUNERAL, CEMETERY, AND CONSUMER SERVICES; DIRECTING THE CITY MANAGER TO SEEK ANY AVAILABLE GRANT FUNDS TO PROVIDE FOR SUCH MAINTENANCE AND SECURITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, situated in the City of Lake City ("City") is a cemetery commonly identified as Wilson Cemetery, such cemetery being situated on Columbia County 2025 tax parcel 11248-000 at the southwest corner of the intersection of Northwest Redding Avenue and Northwest Wilson Street (the "Cemetery"); and

WHEREAS, the Cemetery has no identifiable owner, caretaker, or custodian other than the City; and

WHEREAS, the Cemetery has all appearances of having been abandoned by the person or entity which designated and established the Cemetery; and

WHEREAS, for more than the six (6) month period occurring prior to the adoption of this resolution, the City has provided, and continues to provide for certain maintenance activities for the Cemetery; and

WHEREAS, the City is unaware of any person or entity other than the City maintaining the Cemetery for the period exceeding six (6) months prior to the adoption of this resolution; and

WHEREAS, Section 497.284, Florida Statutes provides a municipality which has within its jurisdiction an abandoned cemetery or a cemetery that has not been reasonably maintained for a period in excess of six (6) months may, upon notice to the State of Florida Department of Financial Services(the “Agency”), take such action as is necessary and appropriate to provide for maintenance and security of such cemetery; and

WHEREAS, Section 497.284, Florida Statutes further provides the solicitation of private funds and the expenditure of public funds is authorized for the maintenance and security of an abandoned or unmaintained cemetery; and

WHEREAS, Section 497.284, Florida Statutes further provides no action taken by a municipality to maintain and secure an abandoned or unmaintained cemetery shall establish an ongoing obligation or duty to provide continuous security or maintenance for such cemetery; and

WHEREAS, Section 497.284, Florida Statutes further provides no municipality nor any person under the supervision or direction of the municipality, providing good faith assistance in securing or maintaining an abandoned or unmaintained cemetery may be subject to civil liabilities or penalties of any type for damages to property at the cemetery; and

WHEREAS, Section 497.284, Florida Statutes further provides a municipality that has maintained or secured an abandoned or unmaintained cemetery may maintain an action at law against the owner of the cemetery to recover an amount equal to the value of such maintenance or security; and

WHEREAS, the City has applied for and been awarded certain grant funds from the Abandoned African-American Cemeteries Grant (the “Grant”) program by the State of Florida Department of State, Division of Historical Resources; and

WHEREAS, as a condition of receiving the Grant, the City must take such action as is necessary and appropriate to care for and maintain the cemetery by providing the above-described notice to the Agency; and

WHEREAS, the City desires to provide notice to the Agency that the City will take such action as is necessary and appropriate to provide for maintenance and security of the Cemetery; and

WHEREAS, taking such action as it necessary and appropriate to provide for the maintenance and security of the Cemetery by providing notice to the Agency of such actions pursuant to Section 497.284, Florida Statutes 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. Taking such action as it necessary and appropriate to provide for the maintenance and security of the Cemetery by providing notice to the Agency of such actions pursuant to Section 497.284, Florida Statutes is in the interests of the City, in the public or community interest, and for public welfare; and
2. In furtherance thereof, the City does affirmatively declare its intention to provide for the maintenance and security of the Cemetery; and
3. Among other things, the City Clerk of the City of Lake City is the officer of the City duly designated by the City's charter as the custodian of all official records of the City, as the officer responsible for the proper administration of all affairs concerning records of the city placed under the city clerk's authority, and as the officer who shall keep the journal of City's proceedings; and
4. The City Clerk of the City of Lake City is authorized and directed to transmit this signed resolution to the State of Florida Department of Financial Services, Division of Funeral, Cemetery, and Consumer Services; and
5. The City Manager of the City of Lake City is the officer of the City duly designated by the City's charter as the chief administrative officer of the City; and
6. The City Manager of the City of Lake City is authorized and directed to seek any available

grant funds to provide for such maintenance and security of the Cemetery, subject to approval by the City Council pursuant to City ordinances, 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 December, 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:

8. City Council Ordinance No. 2025-2315 (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 less than ten contiguous acres of land, pursuant to an application, Z 25-03, by Carol Chadwick, P.E., as agent for Florida First Coast Investment Corp., Inc., the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) to Commercial, Neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located on Laurel Lane behind Circle K on Highway 90.

Adopt City Council Ordinance No. 2025-2315 on first reading

Z 25-03/Ordinance 2025-2315

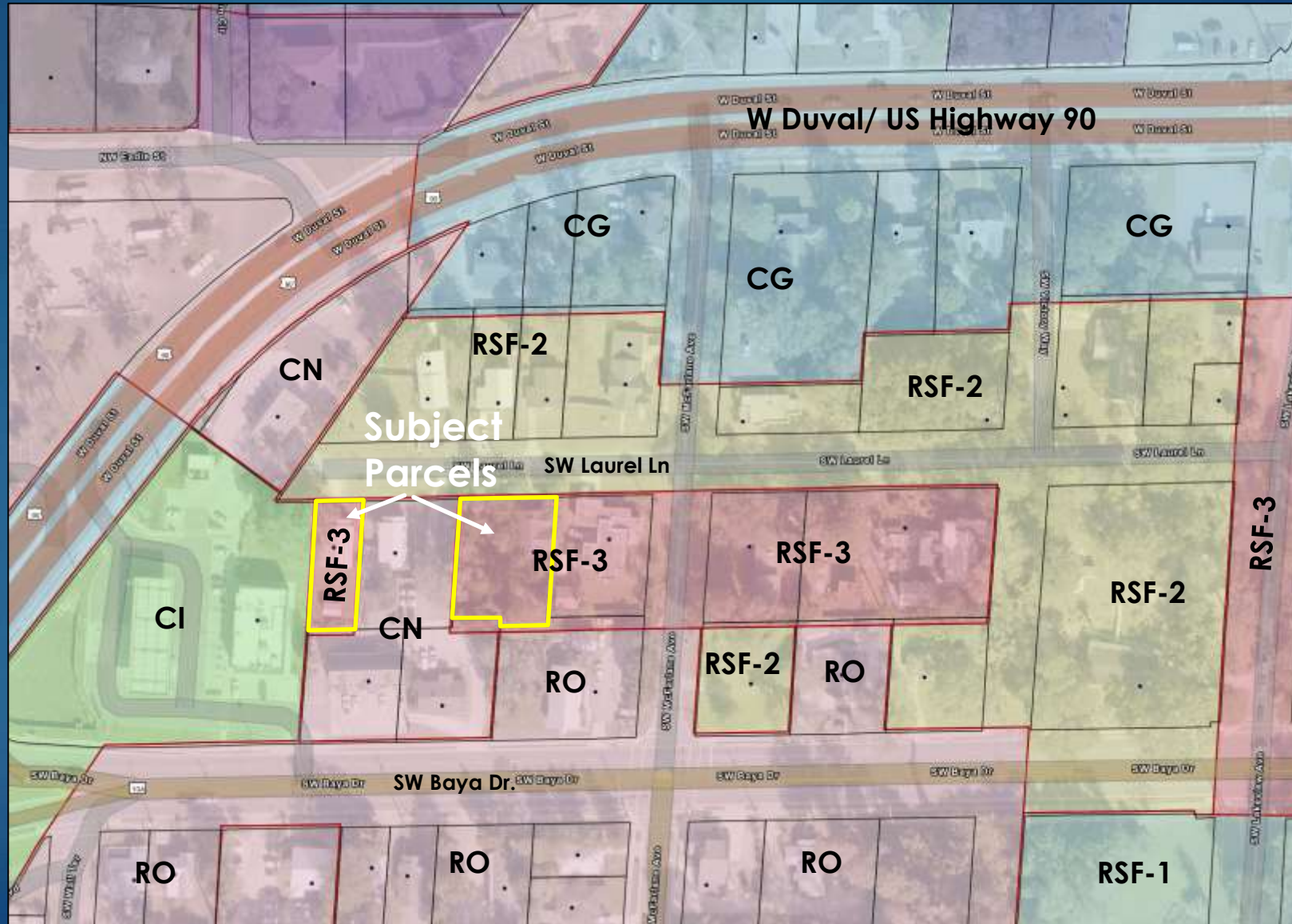
ZONING CHANGE ON PARCELS #12516-000 AND 12514-000

December 09, 2025

Introduction

- Parcels 12516-000 and 12514-000 are currently zoned Residential Single Family 3 (RSF-3);
- Petition Z 25-03 is a request to change the zoning on parcels 12516-000 and 12514-000 from RSF-3 to Commercial Neighborhood (CN);
- In the Lake City Comprehensive Plan and Land Development Regulations, Commercial Neighborhood zoning is required to be located on a road designated as a Collector or Arterial roadway (Policy I.1.5, 2 and Sec. 4.11.1).

Location



Location

View



View Looking East



Recommended Action

- Staff recommended action is for the City Council to approve Ordinance 2025-2315.

Questions?

ORDINANCE NO. 2025-2315

CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING
2 THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND
3 DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE
4 REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND,
5 PURSUANT TO AN APPLICATION, Z 25-03, BY CAROL CHADWICK,
6 P.E., AS AGENT FOR FLORIDA FIRST COAST INVESTMENT CORP.,
7 INC., THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR
8 REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) TO
9 COMMERCIAL, NEIGHBORHOOD (CN) OF CERTAIN LANDS WITHIN
10 THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA;
11 PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN
12 CONFLICT; PROVIDING AN EFFECTIVE DATE

13 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the
14 City of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development
15 regulations; and

16 **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the
17 Community Planning Act, requires the City Council to prepare and adopt regulations
18 concerning the use of land and water to implement the comprehensive plan; and

19 **WHEREAS**, an application for an amendment, as described below, has been filed with the City;
20 and

21 **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been
22 designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

23 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land
24 Development Regulations, the Board, serving also as the LPA, held the required public hearing,
25 with public notice having been provided, on said application for an amendment, as described
26 below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered
27 all comments received during said public hearing and the Concurrency Management
28 Assessment concerning said application for an amendment, as described below, and

recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, Z 25-03, by Carol Chadwick, P.E., as agent for Florida First Coast Investment Corp., Inc., to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) to COMMERCIAL, NEIGHBORHOOD (CN) on property described, as follows:

A parcel of land lying in Section 31, Township 3 South, Range 17 East, Columbia County. Being more particularly described, as follows: Lots 3, 4 and 7 of Block 3 of the McFarlane Park subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 0.43 acre, more or less.

2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.
3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.
4. Effective Date. This ordinance shall become effective upon adoption.

57 5. Authority. This ordinance is adopted pursuant to the authority granted by Section
58 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida
59 Statutes, as amended.

60 **PASSED** upon first reading this _____ day of December, 2025.

61 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum
62 present and voting, by the City Council this _____ day of January, 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

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2315- 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 LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-03, BY CAROL CHADWICK, P.E., AS AGENT FOR FLORIDA FIRST COAST INVESTMENT CORP., INC., THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) TO COMMERCIAL, NEIGHBORHOOD (CN) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

9. City Council Ordinance No. 2025-2345 (final reading) - An ordinance of the City of Lake City, Florida, approving, adopting, and authorizing the execution of an Interlocal Service Boundary Agreement between the City of Lake City, Florida, and the Columbia County, Florida, Board of County Commissioners regarding a joint planning area and Municipal Service Area to be commonly identified as the Cornerstone Planning Area; providing for recordation; providing for severability; providing for conflicts; and providing an effective date.

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2345

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA APPROVING,**
2 **ADOPTING, AND AUTHORIZING THE EXECUTION OF AN**
3 **INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE**
4 **CITY OF LAKE CITY, FLORIDA AND THE COLUMBIA COUNTY,**
5 **FLORIDA BOARD OF COUNTY COMMISSIONERS REGARDING A**
6 **JOINT PLANNING AREA AND MUNICIPAL SERVICE AREA TO BE**
7 **COMMONLY IDENTIFIED AS THE CORNERSTONE PLANNING AREA;**
8 **PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY;**
9 **PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE**
10 **DATE.**

11 **WHEREAS**, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida
12 Statutes, on August 21, 2025, the Board of County Commissioners of Columbia County, Florida
13 (the "BOCC" or the "County") adopted Resolution 2025R-32 (the "Initiating Resolution")
14 inviting the City of Lake City, Florida (the "City") to participate in discussions for negotiation
15 of an interlocal service boundary agreement, and identifying certain issues for negotiation;
16 and

17 **WHEREAS**, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida
18 Statutes, on September 3, 2025, the City Council of the City approved Resolution No. 2025-
19 121 (the "Responding Resolution") identifying certain issues for negotiation; and

20 **WHEREAS**, the City and County have met since the approval of the resolutions to discuss the
21 issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary
22 Agreement to address such issues identified in the Initiating Resolution and the Responding
23 Resolution; and

24 **WHEREAS**, it is anticipated the Columbia County Board of County Commissioners will consider
25 the proposed Interlocal Service Boundary Agreement at its regularly scheduled meeting on
26 December 18, 2025; and

27 **WHEREAS**, the City Council finds the approval and adoption of the Interlocal Service Boundary
28 Agreement to be in the interests of the general welfare and the interests of the public; now,
29 therefore,
30

BE IT ENACTED BY THE PEOPLE OF LAKE CITY, FLORIDA:

SECTION 1. APPROVAL AND ADOPTION OF INTERLOCAL BOUNDARY SERVICE AGREEMENT.

The Interlocal Service Boundary Agreement attached hereto as Exhibit "A" is approved and adopted by the City Council. The Mayor of the City is authorized and directed to execute said agreement.

SECTION 2. AUTHORIZATION TO AMEND COMPREHENSIVE PLAN.

The City Council further authorizes and directs all necessary and appropriate action to amend the City's comprehensive plan as required by Section 171.203(9), Florida Statutes.

SECTION 3. DIRECTION TO RECORD AGREEMENT

Upon adoption and execution of the Interlocal Service Boundary Agreement by the Columbia County Board of County Commissioners, said agreement shall be recorded and filed with the Clerk of Court for Columbia County, Florida, in accordance with Section 163.01(11), Florida Statutes.

SECTION 4. COMPLIANCE WITH STATUTE

This ordinance, and the agreement attached hereto as Exhibit "A", have been approved in accordance with Section 171.203(14), Florida Statutes, and Section 166.041, Florida Statutes.

SECTION 5. REPEAL OF ORDINANCES IN CONFLICT

All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict with this Ordinance, repealed.

SECTION 6. PROVIDING FOR SEVERABILITY

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

APPROVED, UPON THE FIRST READING, by the City Council of the City of Lake City at a regular

meeting, on the ____ day of December, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the ____ day of December, 2025.

APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting this ____ day of December, 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

Interlocal Service Boundary Agreement

between

County of Columbia

and

City of Lake City

CORNERSTONE PLANNING AREA

INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN COLUMBIA COUNTY, FLORIDA AND
THE CITY OF LAKE CITY
CORNERSTONE PLANNING AREA

This Interlocal Service Boundary Agreement is made and entered into this ____ day of December 2025, by and between Columbia County, a political subdivision of the State of Florida (“County”), and the City of Lake City, a Florida municipality (“City”).

WHEREAS, the City possesses municipal home rule powers pursuant to Article VIII, Section 2(b), Constitution of the State of Florida; Chapter 166, Florida Statutes; and Article II, Section 201, of the Charter of the City of Lake City; and

WHEREAS, the County possesses powers of self-government and home rule as provided by Article VIII, Section 1(g), Constitution of the State of Florida; Chapter 125, Part II, Florida Statutes; and the Home Rule Charter for Columbia County, Florida, as amended; and

WHEREAS, the County invited the City to enter into negotiations for an Interlocal Service Boundary Agreement by adopting Resolution 2025R-32 on August 21, 2025; and

WHEREAS, the City agreed to participate in negotiations for an Interlocal Service Boundary Agreement by adopting Resolution No. 2025-121 on September 3, 2025; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognize the use of interlocal service boundary agreements and joint planning agreements as means of coordinating planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires cities and counties include an intergovernmental coordination element in their respective comprehensive plans, which intergovernmental coordination element provides procedures for identifying and implementing joint planning areas for the express purpose of annexation, municipal incorporation, and joint infrastructure service areas; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

WHEREAS, the City and the County wish to identify lands qualifying as logical candidates for future annexations, the appropriate uses of such lands, and the infrastructure needs of such lands, and provider thereof, while also protecting natural resources associated with such lands; and

WHEREAS, pursuant to Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, an interlocal service boundary agreement may include provisions that allow a municipality to adopt

land use changes consistent with Part II of Chapter 163 for areas scheduled to be annexed within the term of such interlocal service boundary agreement; and

WHEREAS, pursuant to Section 171.204, Florida Statutes, provided

1. an area proposed for annexation is “urban in character” as defined in Section 171.031, Florida Statutes, and
2. a county and municipality enter into a joint planning agreement ("JPA") pursuant to Section 163.3171, Florida Statutes,

when land is annexed pursuant to an interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; and

WHEREAS, the County will support annexations within the Interlocal Service Boundary Agreement area, provided such annexations create efficiencies for the delivery of municipal services; and

WHEREAS, the annexation of lands, and the extension of City and County facilities and services, are performed most efficiently if the process and timing of long range planning, annexation, and development review by and between the City and the County are clearly identified and part of a coordinated, joint effort; and

WHEREAS, the mutual commitment of the City and the County to clearly identify and jointly coordinate the process and timing of long range planning, annexation, and development review for the purpose of achieving efficient annexation of lands and extension of City and County services is a material inducement to the Parties to enter into this Agreement; and

WHEREAS, the City and the County find the benefits of intergovernmental communication and coordination will accrue to both Parties; and

WHEREAS, pursuant to Section 171.203, Florida Statutes, an interlocal service boundary agreement may address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which issues include, but are not necessarily limited to:

1. Consistent with Section 171.202(11), identification of unincorporated land as a municipal service area, which lands:
 - a. may receive municipal services from the City; or
 - b. may be annexed by the City; and
2. Establishment of a process and schedule for the annexation of lands in an MSA; and

3. Establishment of a process to adopt comprehensive plan amendments and land use changes, administer land development regulations, and issue development orders consistent with Chapter 163, Part II, Florida Statutes; and
4. Other service delivery issues; and
5. Land use planning; and

WHEREAS, pursuant to Section 171.204, Florida Statutes, an interlocal service boundary agreement must include a joint planning agreement under Section 163.3171, Florida Statutes, while also addressing responsibilities for land use planning by establishing procedures for adopting comprehensive plan amendments, administering land development regulations, and issuing development orders consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Article VIII of the Florida Constitution, Chapters 125, 163, 166, 171, and 180, Florida Statutes, and the Parties' respective charters.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. **Incorporation of Recitals and Maps.** Map 1 and Map 2, both affixed hereto, and each of the recitals above are true and correct and are incorporated into this Agreement as the legislative findings of the City and the County, as material terms hereof, as if fully set forth herein.
2. **Definitions.** Each following term or phrase shall have the meaning corresponding therewith unless the context requires and dictates otherwise:
 - a. *Agreement* shall mean this Interlocal Boundary Service Agreement.
 - b. *City* shall mean the City of Lake City, a Florida municipality, being wholly located in the County of Columbia, a political subdivision of the State of Florida.
 - c. *County* shall mean the County of Columbia, a political subdivision of the State of Florida.
 - d. *Intergovernmental Coordination Element* shall mean .that certain required element of a comprehensive plan as set forth in Section 163.3177(h), Florida Statutes.
 - e. *Interlocal Service Boundary Agreement* or "*ISBA*" as the context so requires, shall mean, generally, an interlocal service boundary agreement between a city and a county, and, specifically, the interlocal service boundary agreement contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of

Lake City, Florida, a Florida municipality, as such term is defined in Section 171.202, Florida Statutes.

- f. *Joint Planning Agreement* or “*JPA*” as the context so requires, shall mean, generally, a joint agreement between a city and a county, and, specifically, the joint agreement contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of Lake City, Florida, a Florida municipality, established pursuant to Section 163.3171, Florida Statutes.
 - g. *Map* or *Maps* shall mean Map 1 and Map 2, each depicting the same geographic area, attached hereto as if fully set forth herein.
 - h. *Municipal Service Area* or “*MSA*” as the context so requires, shall mean, generally, a municipal service area as established between a city and a county, and, specifically, the municipal service area contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of Lake City, Florida, a Florida municipality, as such term is defined in Section 171.202, Florida Statutes.
 - i. *Party* and *Parties* shall mean, respectively, a general reference to a singular signatory to this instrument, and a general reference to both signatories to this instrument, as the context shall so dictate and require.
 - j. *Proposed Development* shall mean that certain development of real property proposed for location on Tax Parcel Number 30-4S-17-08881-000 and commonly identified as “Cornerstone Crossing at 47”
 - k. *Road Segment* shall mean the portion of a road between two intersecting roads.
 - l. *Urban in Character* shall have the meaning set forth in Section 171.031(12), Florida Statutes.
3. **Term and Effective Date of Agreement.** This Agreement shall become effective when filed with the Clerk of Court for Columbia County Circuit Court, pursuant to Section 163.01(11), Florida Statutes. The initial term of this Agreement shall be twenty (20) years from the effective date of the Agreement. At the end of the tenth year following the effective date, the City and the County, through their respective staff, shall review the effectiveness and performance of this Agreement. Based upon this review and the adoption of the reports of any such review by the Parties’ respective governing boards, this Agreement may continue for the remainder of the initial term, be amended as the Parties desire, be extended, or be terminated pursuant to Paragraph 11 of this Agreement.
4. **Renewal of Agreement.** At any time prior to the end of the initial term, but in no event later than eighteen (18) months prior to the end of the initial term, should the Parties desire to extend the initial term of the Agreement the City and the County shall initiate negotiations pursuant to Section 171.203(12), Florida Statutes.
5. **Duplication of Services.** In furtherance of the purpose of this Agreement, neither the City,

nor the County shall undertake any action that would result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This provision shall not preclude mutual aid agreements between first responder agencies, division of duties as between the Parties' respective functions, or other instances where efficiency or a higher level of service to the public may be accomplished through inter-agency cooperation.

6. Planning and Development Services.

- a. Within six (6) months following the effective date of this Agreement, the City shall adopt a municipal service area as an amendment to its comprehensive plan pursuant to Section 171.203(11), Florida Statutes. The MSA shall include the area depicted on the Map, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA. The City's reference to this ISBA in the City's amendment to its Intergovernmental Coordination Element pursuant to Section 171.203(9), Florida Statutes, shall serve as the comprehensive plan amendment required by Section 171.203(11), Florida Statutes.
- b. The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, within six (6) months of the effective date of this ISBA, by adopting a policy referencing this Agreement. The County's policy shall read as follows, and shall be inserted in Article VII of the County's comprehensive plan:

Pursuant to Chapter 171, Part II, Florida Statutes, Columbia County and the City of Lake City have established an Interlocal Service Boundary Agreement (ISBA) recorded and effective on _____, relating to the Cornerstone Planning Area. The ISBA allows the City to annex properties within the Joint Planning Area identified therein that would not otherwise be eligible for annexation subject to the provisions established in the ISBA. All lands within the ISBA are subject to and have been incorporated with the Comprehensive Plan for the City of Lake City, Florida.

- c. Section 171.207, Florida Statutes, expressly authorizes a county to transfer to a municipality such county's powers over lands subject to an ISBA; and Section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the City's comprehensive plan, zoning, and land development regulations and fees associated therewith shall apply to, and the City shall enforce, the City's regulations on all lands subject to this Agreement as of the effective date hereof until the City annexes the land at issue, or amends its comprehensive plan with respect to those lands. Because the unincorporated area which is the subject of this Agreement is urban in character, the City and the County anticipate that the City will annex said area.

- d. The City and the County acknowledge the County comprehensive plan, zoning, and land development regulations permit public services within the JPA/MSA.
- e. Generally, and supplemental to Subparagraph 6.c, above, the City's land development processes and associated fees including, but not limited to, site plan review, permit issuance, and inspections, shall apply within the JPA/MSA and be payable to the City. Particularly, with respect to the Proposed Development, in advance of the contemplated annexation, and without the applicant-developer submitting a site plan to the County or obtaining County permits or development approvals, the City shall be responsible for administering, pursuant to the City's land development regulations, all regulatory oversight, review, and approvals of all elements, including, but not limited to, site plan review, permit issuance, and inspections of the Proposed Development.
- f. Pursuant to Section 171.204, Florida Statutes, before annexation of land not contiguous to the boundaries of an annexing municipality, a municipality shall transmit a comprehensive plan amendment applicable to the property proposed for annexation OR a municipality and county shall enter into a joint planning agreement which is adopted by the municipality and incorporated into the municipal comprehensive plan. Accordingly, in anticipation of the annexation of the area depicted on the Map, and pursuant to Section 171.204, Florida Statutes, this Agreement shall serve as the joint planning agreement and the City and the County comprehensive plans further serve to identify with respect to the area to be annexed,
 - i. the future land uses the City seeks to establish,
 - ii. the necessary public facilities and services, including transportation and school facilities and how they will be provided,
 - iii. and natural resources, including surface water and groundwater resources, and how they will be protected.

The City and the County shall reference this Agreement in their amendments to the intergovernmental coordination elements of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, and such reference shall fulfill the requirement of Section 171.204(2), Florida Statutes that the Joint Planning Agreement be adopted into their respective comprehensive plans.

- 7. **Public Safety and Fire Protection.** Within the MSA, the City and the County shall continue any current mutual aid agreement(s) in place, and may amend such agreement(s) from time-to-time. Notwithstanding, except as provided in such mutual aid agreements, within the MSA,
 - a. the City and the County will provide closest unit initial response to and from the MSA regardless of call type for emergency and non-emergency fire and rescue calls, and regardless of boundaries; and
 - b. with respect to law enforcement, the City shall provide primary investigative services for all non-emergency matters, and for all other matters following the initial response by

closest unit, regardless of whether the County or the City provides the initial emergency response.

For purposes of assessment of any special assessments against real property for the delivery of public services, such as, but not limited to those for fire or stormwater, where such real property is the subject of this Agreement, such assessment shall be in accordance with the jurisdictional status as either lands annexed into the City or unincorporated areas of the County. The City and the County shall from time to time prepare and approve such mutually acceptable documents, including interlocal agreements, as are necessary and proper to give effect to the provisions of this Section 7.

8. **Roads – Transfer of Jurisdiction.** Pursuant to Section 335.0415(3), Florida Statutes:

- a. The permanent transfer within the JPA/MSA of road maintenance responsibilities from the County to the City shall occur as follows:
 - i. Subject to Subparagraph 8.a.ii, those segments of roads lying entirely within the JPA/MSA, including all publicly dedicated rights of way within any development of real property within the JPA/MSA, shall be transferred to and become City roads, and shall be maintained, repaired, operated, and otherwise governed by the City as all other City streets or roads.
 - ii. Those segments of County Road 242E and County Road 242W lying within the JPA/MSA, and the infrastructure associated therewith and appurtenances thereto, including but not limited to signalization where such roads intersect SR 47, shall continue to be maintained by the County. The City and County shall at all times cooperate to facilitate the crossing of utility lines beneath 242W or 242E within the JPA/MSA as may from time to time be necessary for the expansion of utilities throughout the area.
 - iii. Road transfer includes infrastructure in the right-of-way, including, but not limited to, drainage, sidewalks and traffic control devices
 - iv. To the extent necessary to comply with any existing permit, license, or other authorization issued through any other agency to the City or County with respect to any road subject to this paragraph, the Parties shall cooperate for the transfer or re-issuance of any such permit, license, or authorization. If costs are incurred such cost shall be borne by the Party receiving the transfer or reissue.
- b. **Funding.** The City and the County will cooperatively seek and identify funding sources for capital transportation improvements within the JPA/MSA, including but not limited to improvements to major intersections with state and federal highways passing through the JPA/MSA.
- c. **Maintenance.** The City and the County may enter into maintenance agreements for certain segments of permanent County roads within the JPA/MSA. The County agrees the City shall be justly compensated for any and all maintenance responsibilities transferred to the

City through a maintenance agreement, if any.

- d. **Continuing Jurisdiction.** All roads over which jurisdiction is transferred to the City pursuant to this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files identifying County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure, or any structures or improvements in the right-of-way including, but not limited to, sidewalks, guardrails, signs, and multi-use trails.
9. **Solid Waste.**
 - a. Annexed properties shall remain a part of the County's solid waste collection service system until such time as the City and the County determine the City's waste hauler routes may reasonably incorporate the annexed properties into such routes, taking into account collection point density, distance between collection points, and road-distance between the closest collection points in the existing City solid waste collection service system, and the County's solid waste collection service system in the annexed area.
 - b. All City residential and commercial waste collection within the Agreement area shall be disposed at the County's designated solid waste disposal facility.
10. **Stormwater – Transfer of Jurisdiction.** There are no stormwater improvement facilities within the JPA/MSA. For all new development in the JPA/MSA, the City will review and approve all elements of stormwater conveyance systems relating thereto, including, but not limited to, water quality, discharge volume, flow rate, storm attenuation, and flood control.
11. **Termination of Agreement.** The City or the County may terminate this Agreement at any time upon written notice of termination to the other Party delivered no later than May 1st for any termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands annexed prior to termination of any agreement, and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate written agreement approved by both Parties.
12. **Dispute Resolution.** The City and the County agree to resolve any dispute related to the interpretation or performance of this Agreement pursuant to the Florida Governmental Conflict Resolution Act set forth in Chapter 164, Florida Statutes. If the dispute resolution process set forth in Chapter 164, Florida Statutes, does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including seeking redress by initiation of a legal action in court of competent jurisdiction. This dispute

resolution procedure is intended to satisfy the requirements of Section 163.01(5)(p), Section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

13. **Notice.** All notices, consents, approvals, waivers, and elections either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing. In addition, copies of all such notices shall be emailed to addresses provided from time to time for the individuals holding these designated offices.

If to the County: County Manager
CC: Chair, Board of County Commissioners
CC: County Attorney

If to the City: City Manager
CC: Mayor
CC: City Attorney

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

14. **Sole Benefit.** This Agreement is solely for the benefit of the City and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.
15. **Authority.** The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The City and the County hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
16. **Enforcement.** This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power

hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

17. **Defense.** If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.
18. **Amendments.** Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and the County.
19. **Supremacy.** The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control; provided, however, all other terms of existing agreements remain in full force and effect.
20. **Entire Understanding.** Except as otherwise specifically set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and the County further acknowledge each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim a Party did not participate in drafting the Agreement or any part thereof.
21. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Columbia County, Florida. Federal Jurisdiction and venue, if applicable, shall only be in the Middle District of Florida, Jacksonville Division. If circumstances arise which cause a conflict between this paragraph and Paragraph 12 ("Dispute Resolution") Paragraph 12 shall control.
22. **Severability.** Any invalid or unenforceable term or provision of this Agreement regardless of situation or jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

-
23. **Compliance with Chapter 171, Part II, Florida Statutes.** The Parties agree this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions providing for the transfer of powers over lands within the JPA/MSA by the City and the County; and the authority by the City to exercise powers extraterritorially over said lands, including, but not necessarily limited to, the application and enforcement of the City's code of ordinances and land development regulations.
24. **Amendment of Intergovernmental Coordination Element of Comprehensive Plans.** Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months following the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted comprehensive plans to establish consistency and compliance with this Agreement.
25. **Adoption by County.** The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.
26. **Adoption by City.** The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective Party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each Party approved and adopted this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGES FOLLOW]

DULY EXECUTED BY AND ON BEHALF OF THE CITY OF LAKE CITY, FLORIDA, a municipality, on the date first set forth above.

**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

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of physical presence on this ____ day of **December, 2025**, by **Noah E. Walker**, as Mayor of the City of Lake City, Florida on behalf of **THE CITY OF LAKE CITY, FLORIDA**, a Florida municipality, who is personally known to me.

Print Name: _____
Notary Public
State of Florida at Large
My Commission Expires:

DULY EXECUTED BY AND ON BEHALF OF COLUMBIA COUNTY, FLORIDA, a subdivision of the **STATE OF FLORIDA**, on the date first set forth above.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____

Name: _____

Title: _____

**ATTEST, BY THE CLERK OF COURT
OF COLUMBIA COUNTY, FLORIDA:**

James M. Swisher, Jr., Clerk of Court

**APPROVED AS TO FORM AND
LEGALITY:**

Joel F. Foreman, County Attorney

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

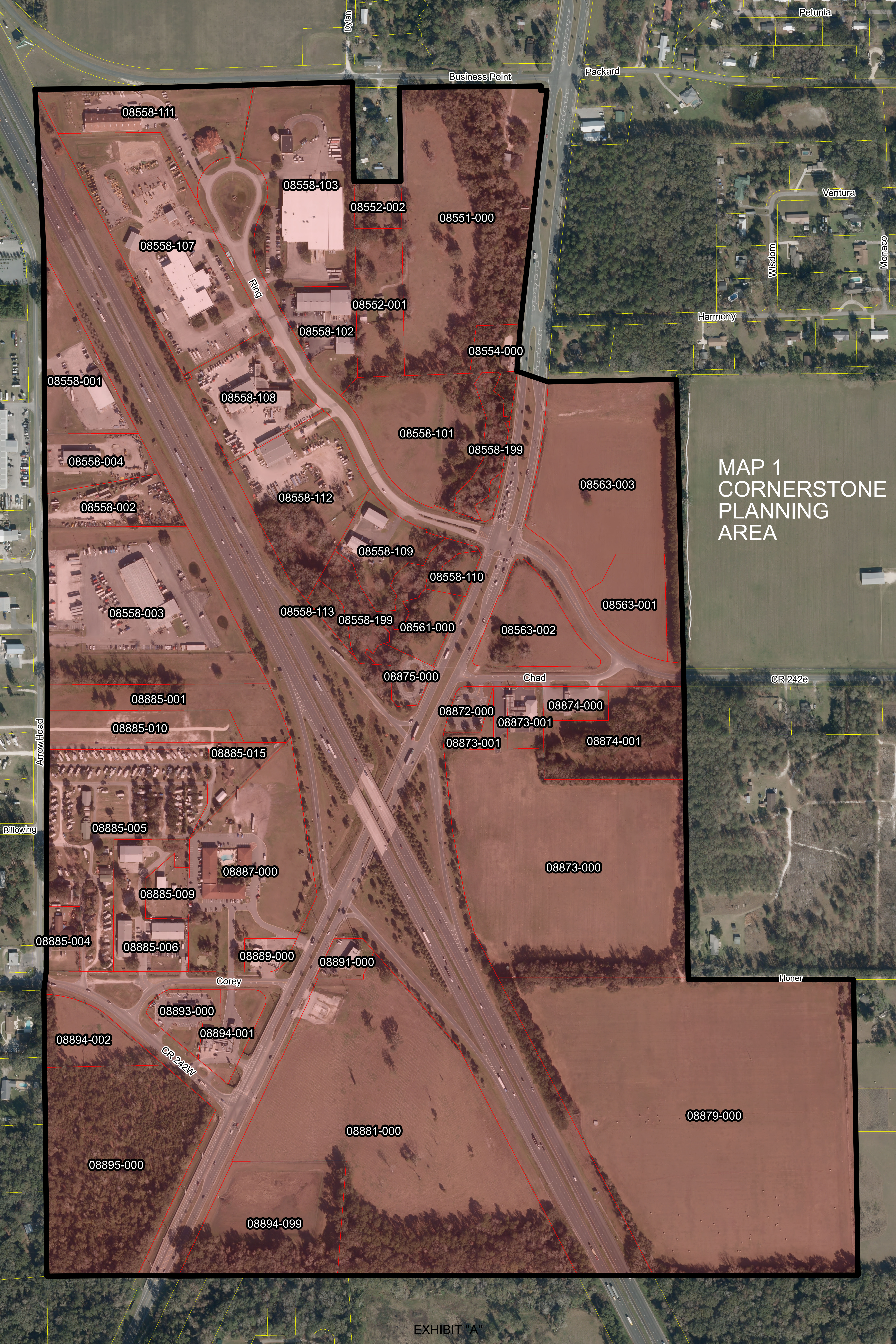
The foregoing instrument was acknowledged before me by means of physical presence on this ____ day of **December, 2025**, by _____, as Chairman of the Board of County Commissioners of Columbia County, Florida on behalf of **COLUMBIA COUNTY, FLORIDA**, a subdivision of the State of Florida, who is personally known to me.

Print Name: _____

Notary Public

State of Florida at Large

My Commission Expires: _____



Arrowhead

Billowing

Dylan

Business Point

Packard

Petunia

Ventura

Wisdom

Monaco

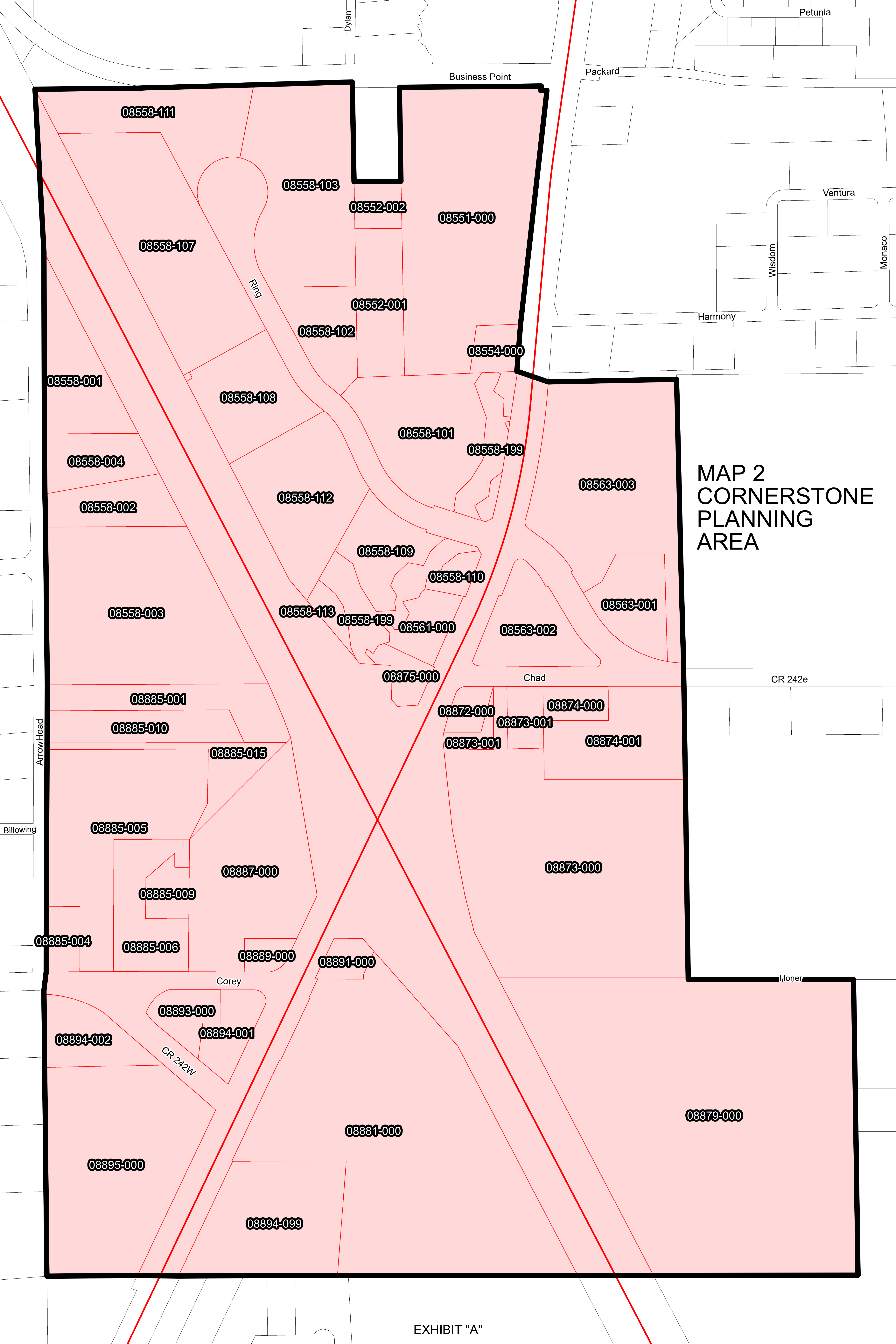
Harmony

MAP 1 CORNERSTONE PLANNING AREA

CR 242e

Honer

EXHIBIT "A"



08558-111

08558-103

08552-002

08551-000

08558-107

08552-001

08558-102

08554-000

08558-001

08558-108

08558-101

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08558-004

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08563-003

08558-002

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Corey

08893-000

08894-001

08894-002

CR 242W

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08879-000

08894-099

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EXHIBIT "A"

MAP 2
CORNERSTONE
PLANNING
AREA

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2345

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA APPROVING, ADOPTING, AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND THE COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS REGARDING A JOINT PLANNING AREA AND MUNICIPAL SERVICE AREA TO BE COMMONLY IDENTIFIED AS THE CORNERSTONE PLANNING AREA; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

In accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida Statutes, the City and County have negotiated and agreed upon a proposed Interlocal Service Boundary Agreement ("ISBA") for the geographic area generally overlaying the I-75/SR 47 Interchange.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The ISBA will shift certain regulatory burdens from the City to the County, and others from the County to the City. Property owners in the ISBA may experience minor changes in the cost of government services depending on which governmental entity is providing a particular service. Property owners in the ISBA service area choosing to annex into the City will experience an increase in ad valorem taxes as they will be required to pay municipal ad valorem taxes as part of receiving a municipal level of service.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Approximately 20 existing businesses will be immediately impacted. That number is expected to grow as the ISBA service area experiences continued non-residential development.

4. Additional information the governing body deems useful (if any):

N/A.

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Tammy Harris, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Chevella Young, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Ricky Jernigan, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
James Carter, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.


AUDREY SIKES, MMC
City Clerk

File Attachments for Item:

10. City Council Resolution No. 2025-108 - A resolution of the City of Lake City, Florida, adopting that certain update amendment to the procedure for processing public records requests element of the City's Public Record Request Policy; making certain findings of fact in support of the City approving said update; directing the City Manager in cooperation and consultation with the City Clerk to update the City's procedure for processing public records requests element of the City's Public Record Request Policy; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 - 108

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THAT CERTAIN UPDATE AMENDMENT TO THE PROCEDURE FOR PROCESSING PUBLIC RECORDS REQUESTS ELEMENT OF THE CITY'S PUBLIC RECORD REQUEST POLICY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID UPDATE; DIRECTING THE CITY MANAGER IN COOPERATION AND CONSULTATION WITH THE CITY CLERK TO UPDATE THE CITY'S PROCEDURE FOR PROCESSING PUBLIC RECORDS REQUESTS ELEMENT OF THE CITY'S PUBLIC RECORD REQUEST POLICY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City"), on January 22, 2008, adopted a Public Record Requests Policy (the "Policy"); and

WHEREAS, the Policy has been updated from time-to-time, last being updated on April 5, 2023 by the adoption of City Council Resolution 2023-016; and

WHEREAS, the City has coordinated and drafted revisions to the Policy; and

WHEREAS, the Policy is intended to establish standard procedures for efficient and timely processing of public record requests and to ensure they are processed in accordance with the City of Lake City Charter, Florida Department of State, requirements of Chapter 119, Florida Statutes, also known as the Public Record Act and Florida Administrative Code Rule 1B-24.001(3)(b); and

WHEREAS, the City desires to revise the Policy by adopting the update amendment to the Policy's Procedure For Processing Public Records Requests Element in the form of the Exhibit attached hereto ("Revised Policy"); and

WHEREAS, adopting the Revised Policy 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. Approving the Revised Policy is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Revised Policy 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 City Manager in cooperation and consultation with the City Clerk is directed to take such actions as are necessary to include the Revised Policy in the Manual; 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 December, 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

Procedure for Processing Public Records Requests

Public records requests, other than “readily available documents” described above, will be coordinated by the City Clerk or designee in coordination with the various departments. Unless otherwise specifically provided for in these procedures, all communications between the Clerk’s office and a city department or personnel shall occur within the City’s web-based public records management platform (the “Platform”).

1. The Clerk’s Office, upon receipt of a record request via the software portal will:
 - a. Determine exactly what the person is requesting, including what record(s) he/she is looking for and whether he/she wants to view the records or wants a copy of the records. If it is unclear what the person submitting the request is requesting, the Clerk’s Office will contact the person submitting the request to obtain clarification.
 - b. Determine which city department has custody and/or control of the records.
 - c. Forward the request to the city department(s) that may have custody and/or control of records pertaining to the request. The email from the Clerk’s Office will direct such city department(s) to the Platform where the following information, as applicable, will be provided:
 - The statement of initial request submitted by the person making the request.
 - Directions to the department to provide the estimated time to complete its response to the request. A department’s time-estimate to complete its response to a request may take into account the following factors, as applicable:
 - Except as set forth herein concerning the Police Department, in the case of requests which will take more than 3 business days to fulfill, the city department receiving a request must provide to the Clerk’s Office, within 3 days following receipt of the request from the Clerk’s Office, an estimated date for fulfillment of such request.
 - The exponential increase in the volume of audio and video records created by the Police Department has created a disproportionate impact on the resources of the Police Department relative to other City departments with respect to the allocation of human resources necessary to respond to requests from other law enforcement agencies, governmental agencies, prosecutorial agencies, and the public for such records. Accordingly, with respect to providing records to such third-parties, the Police Department shall prioritize records production deadlines arising from its role in regulatory and criminal justice processes.
 - In the case of requests for audio/video records which must be produced, if more than 5 business days is required to fulfill such request, the department and/or person having custody or control of such records must provide to the Clerk’s Office, within 5 business days following receipt of the request from the Clerk’s Office, an estimated date for fulfillment of such request.
 - The Police Department shall endeavor to fulfill requests for non-audio/video

records within 3 days following receipt of such request from the Clerk's Office. Notwithstanding, in the case of requests of the Police Department for non-audio/video records, which requests will take more than 5 business days to fulfill, the department shall provide to the Clerk's Office an estimated time for fulfillment of such requests within 5 business days following receipt of such request from the Clerk's Office.

- Advise a "Special Service Fee" shall be imposed on requests that will take more than 30 minutes (inclusive of the time necessary to provide an estimate of costs of labor and materials) to complete.
 - Advise an advance deposit as provided below shall be required prior to work being completed if request will require extensive labor or cost of materials for the City:
 - Advance deposit of 50% of the estimated cost of labor and materials where such estimated total cost is less than or equal to \$1,000.
 - Advance deposit of 75% of the estimated cost of labor and materials where such estimated total cost is greater than \$1,000.
 - Direct the city department receiving the request communicate to the Clerk's Office an estimate of time and materials required to produce the response to the request, together with an estimate of pages or data volume. The Clerk's Office will notify the requestor of the estimated time involved and cost to produce the record.
2. Any over payments as a result of an advance deposit will be refunded to the requestor.
 3. The city department will, upon receipt of a record request from the Clerk's Office:
 - a. Determine whether the records requested are public records, and if so, identify and redact any and all of the information that is exempt or confidential per state statute.
 - b. Provide an estimate to the Clerk's Office on the amount of time and materials it will take to comply with the request if it will take more than 30 minutes.
 - c. Provide the statutory citation for any exempt or confidential information in writing on applicable form to the Clerk's Office along with the redacted records.
 - d. Be particularly aware of social security numbers, medical information, certain addresses and other personal information on protected persons and their family members (e.g., current or former law enforcement officers, code enforcement officers, and others specifically exempted in Chapter 119 or elsewhere in Florida Statutes).
 - e. Upload audio/video files into the JustFOIA system.
 4. The Clerk's Office will, upon receiving the records from the department(s):
 - a. Except in the case of audio/video records, further review the records to ensure proper redaction, provide additional redaction and/or return to the city department producing the records the records produced for additional redaction and/or corrections, if necessary. The city department making such additional redactions and/or corrections may also reconsider and recalculate fees to be charged for the records when necessary.

- b. Notify requestor that the requested records are ready and of any remaining fees due the City for the City's costs of labor and materials to produce the requested records.
 - c. For digital records where the requestor is unable to download the records from the software portal, notify the requestor of the digital and/or hardcopy storage medium or media on which the records may be produced (e.g., paper hardcopy, thumb/USB drive, CD, or DVD) and provided to the requestor, and the cost thereof to the requestor.
- 5. The department will, upon receipt of a request for correction from the Clerk's Office:
 - a. Except in the case of requests for audio/video records, make necessary redactions and/or corrections to the records and return them to the City Clerk's Office as soon as possible but no later than 3 business days (excluding City Observed Holidays). If the suggested additional redactions and/or corrections cannot be completed within such period of 3 business days, then provide to the City Clerk's Office an estimated date of completion of such redactions.
 - b. In the case of requests for audio/video records, make necessary redactions and/or corrections to such records and return them to the City Clerk's Office as soon as possible but no later than 5 business days (excluding City Observed Holidays), OR if redaction of such audio/video records cannot be completed within such period of 5 business days, then provide to the City Clerk's Office an estimated date of completion of such redactions.
- 6. Payment shall be made by the requestor to the City in good and sufficient funds pursuant to City policy defining acceptable forms of payment (i.e., cash, check, credit card, etc.)
- 7. The City shall provide a copy of a requested record in the medium (i.e., digital or hardcopy) in which the City maintains the requested record. If the requestor requests the City produce the record in a medium other than that which the City maintains the requested record, the City may, in its sole discretion, produce the records in such requested medium provided the requestor pays all reasonable costs of the City (i.e., labor, materials, and equipment) to convert such records to the requested medium and store them on the requestor-provided device, if applicable. To the extent such conversion to a requested medium requires additional time and expense to accomplish, the City shall so advise the requestor of such additional time and expense, obtain the requestor's consent to proceed with such conversion, and obtain a cost deposit from requestor for no less than 75% of the estimated costs of labor, materials, and equipment to complete such conversion.

File Attachments for Item:

11. City Council Resolution No. 2025-161 - A resolution of the City of Lake City, Florida, authorizing the City Manager, after consultation with the City Attorney, to issue trespass warnings and orders related to real property owned or leased by the City; requiring the City Manager to notify the City Council of any such warnings or orders issued by the City Manager; authorizing the City Council to rescind any such warnings or orders issued by the City Manager; making findings of fact in support thereof; directing the City Clerk to reflect said authorization in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such authorization in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 – 161

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY MANAGER, AFTER CONSULTATION WITH THE CITY ATTORNEY, TO ISSUE TRESPASS WARNINGS AND ORDERS RELATED TO REAL PROPERTY OWNED OR LEASED BY THE CITY; REQUIRING THE CITY MANAGER TO NOTIFY THE CITY COUNCIL OF ANY SUCH WARNINGS OR ORDERS ISSUED BY THE CITY MANAGER; AUTHORIZING THE CITY COUNCIL TO RESCIND ANY SUCH WARNINGS OR ORDERS ISSUED BY THE CITY MANAGER; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; DIRECTING THE CITY CLERK TO REFLECT SAID AUTHORIZATION IN SUCH RECORDS OF THE CITY AS ARE NECESSARY AND PRUDENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CLERK REFLECTING SUCH AUTHORIZATION IN THE RECORDS OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") owns and leases certain real property from time to time ("Real Property"); and

WHEREAS, the City Council as the governing board of the City is authorized and empowered to issue trespass warnings and orders to those trespassing upon Real Property; and

WHEREAS, the City Council may, and is empowered to designate an agent for the City Council to issue such trespass warnings and orders as such agent determines is necessary and prudent; and

WHEREAS, the City Manager is the chief executive officer of the City; and

WHEREAS, the City Council desires to appoint the City Manager as the City Council's agent to manage Real Property and, in the City Manager's discretion, when necessary and prudent, to issue trespass warnings and orders to those who are present on Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such Real Property; and

WHEREAS, requiring the City Manager to consult with the City Attorney prior to issuing such trespass warnings and orders is a safeguard against the arbitrary and capricious use of such authority of the City Manager to issue such warnings and orders; and

WHEREAS, the City Council has determined the City Manager, as the chief executive officer of the City is in the best position when necessary and prudent, after consultation with the City

Attorney, to issue trespass warnings and orders to those who are present on Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such Real Property; and

WHEREAS, the City Council does authorize and direct the City Manager, when necessary and prudent, and following consultation with the City Attorney, to issue trespass warnings and orders to those who are present on Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such Real Property; and

WHEREAS, following the issuance of a trespass order or warning by the City Manager pursuant to the terms hereof, the City Council desires that the City Manager advise the City Council of any trespass warnings or orders issued by the City Manager at the meeting of the City Council next to occur following issuance of any such trespass warning or order; and

WHEREAS, the City Council retains the authority to rescind any trespass orders or warnings issued by the City Manager; and

WHEREAS, it is in the public or community interest and in furtherance of the public welfare of the City to authorize and direct the City Manager, when necessary and prudent, and following consultation with the City Attorney, to issue trespass warnings and orders to those who are present on Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such Real Property, effective immediately, and until circumstances shall dictate otherwise; and

WHEREAS, it is further in the community interest and in furtherance of the public welfare for the City Manager to advise the City Council of any trespass warnings or orders issued by the City Manager at the meeting of the City Council next to occur following issuance of any such trespass warning or order; and

WHEREAS, it is further in the community interest and in furtherance of the public welfare that the City Council retain the authority to rescind any trespass warnings or orders issued by the City Manager; now therefore

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

1. Authorizing and directing the City Manager, when necessary and prudent, and following consultation with the City Attorney, to issue trespass warnings and orders to those who are present on Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such Real Property, is in the public or community interest and for public welfare; and
2. Requiring the City Manager to advise the City Council of any trespass warnings or orders

issued by the City Manager at the meeting of the City Council next to occur following issuance of any such trespass warning or order is further in the community interest and in furtherance of the public welfare; and

3. The City Council retaining the authority to rescind any trespass warnings or orders issued by the City Manager is further in the community interest and in furtherance of the public welfare; and
4. Accordingly, the City Manager shall be and is so authorized and directed to act in accordance with the provisions set forth herein in fulfillment of the stated public welfare and community interests; and
5. The City Clerk is directed to reflect the authorization set forth herein in the official records of the City; 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 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 December, 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:

12. Discussion and Possible Action - 2025 Employee Holiday Schedule

City Council Resolution No. 2025-171 - A resolution of the City of Lake City, Florida, amending the schedule of paid holidays for the 2025 calendar year; making certain findings of fact in support of the City amending the schedule of paid holidays for the 2025 calendar year; recognizing the authority of the City Council to adopt such amendment; directing the City Manager to give effect to such amendment; establishing all other published paid holidays for the 2025 calendar year shall remain in full force and effect, without change; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
12/3/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Change Christmas Holiday Schedule

DEPT / OFFICE: Human Resources

Originator: Don Rosenthal, City Manager and BillieJo Bible, Director of Human Resources		
City Manager Don Rosenthal	Department Director BillieJo Bible	Date 12/3/2025
Recommended Action: Propose changing the days off from Wednesday 12/24 and Thursday 12/25 to Thursday 12/25 and Friday 12/26.		
Summary Explanation & Background: To mirror the changes the County and State offices have put in place.		
Alternatives: Keep the the current schedule: closed Wednesday, 12/24 and Thursday, 12/25 and re-open on Friday, 12/26.		
Source of Funds:		
Financial Impact: None		
Exhibits Attached: none		

RESOLUTION NO 2025 - 171

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THE SCHEDULE OF PAID HOLIDAYS FOR THE 2025 CALENDAR YEAR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING THE SCHEDULE OF PAID HOLIDAYS FOR THE 2025 CALENDAR YEAR; RECOGNIZING THE AUTHORITY OF THE CITY COUNCIL TO ADOPT SUCH AMENDMENT; DIRECTING THE CITY MANAGER TO GIVE EFFECT TO SUCH AMENDMENT; ESTABLISHING ALL OTHER PUBLISHED PAID HOLIDAYS FOR THE 2025 CALENDAR YEAR SHALL REMAIN IN FULL FORCE AND EFFECT, WITHOUT CHANGE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2021 the City Council of the City of Lake City ("City") adopted the most recent schedule of paid City holidays pursuant to the provisions of City Council Resolution 2021-172; and

WHEREAS, Section 9.09 of the City's Personnel Manual (the "Manual") sets forth the adopted list of paid holidays; and

WHEREAS, Section 1.04 of the Manual permits the City Manager to present to the City Council the City Manager's suggested changes for the effective administration of the City's Personnel Management System; and

WHEREAS, Section 1.04 of the Manual reserves to the City the right to modify existing policies or procedures set forth in the Manual, with or without notice; and

WHEREAS, the City Manager has determined, recommends, and desires to amend the schedule of paid holidays for the 2025 calendar year to remove Christmas Eve as a paid holiday, and to establish for the 2025 calendar year December 26, 2025 as a paid holiday; and

WHEREAS, the City Manager has polled the employees of the City and the vast majority of employees support the City Manager's recommendation as set forth herein; and

WHEREAS, amending the schedule of paid holidays for the 2025 calendar year to remove Christmas Eve as a paid holiday, and to establish for the 2025 calendar year December 26, 2025 as a paid holiday 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. Amending the schedule of paid holidays for the 2025 calendar year to remove Christmas Eve

as a paid holiday, and to establish for the 2025 calendar year December 26, 2025 as a paid holiday is in the public interest and in the interests of the City; and

2. In furtherance thereof, the schedule of paid holidays for the 2025 calendar year as set forth herein should be and is approved by the City Council of the City of Lake City; and
3. The City Manager of the City of Lake City is the officer of the City duly designated and vested by the City Council to administer the provisions of the Manual and the City's personnel management system as such are adopted by the City Council of the City of Lake City; and
4. The City Manager of the City of Lake City is directed to give effect to the amended schedule of paid holidays for the calendar year 2025 as set forth herein and adopted hereby; and
5. All other paid holidays established in the Manual shall remain unaffected for the 2025 calendar year.
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 December, 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:

13. Appoint Council Member to serve on the Columbia County Tourist Development Council for 2026 (Mayor Noah Walker)

From: [Michelle Moore](#)
To: [Audrey Sikes](#)
Cc: [Clint Pittman](#)
Subject: Re: Tourist Development Council Member from the City Council
Date: Friday, November 21, 2025 4:50:48 PM
Attachments: [image001.png](#)
[image002.png](#)
[Outlook-k4oelwig.png](#)

You don't often get email from mmoore@columbiacountyfla.com. [Learn why this is important](#)

Good afternoon Audrey,

It is that time of year again to do the reappointments for our council seats. We are seeking to fill the City of Lake City council member seat on the Columbia County Tourist Development Council. Councilman Ricky Jernigan is on the Tourist Development Council for the 2025 term. Please let us know if the city council members would like to proceed with Councilman Jernigan's appointment to the TDC for the 2026 term that will run from January 1, 2026, until December 31, 2026. We meet the third Wednesday of every other month at 9:00 am starting January 14, 2026. Please let me know if there are any questions. Thanks and have a wonderful weekend!

Best Regards,

Michelle Moore
Marketing Coordinator
Columbia County Tourist Development

Visit Lake City, Florida's Springlands

971 W. Duval Street, Suite 145

Lake City, FL 32055

Ph: 386.758.1312

E: mmoore@columbiacountyfla.com



From: Sikes, Audrey <SikesA@lcfla.com>
Sent: Wednesday, February 7, 2024 2:52 PM
To: Michelle Moore <mmoore@columbiacountyfla.com>
Subject: RE: Tourist Development Council Member from the City Council

Good afternoon. Per our conversation, please find attached the resolution appointing Mr. Jernigan. Thanks, and have a great day.

Audrey E. Sikes, MMC
City Clerk
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

Ph: 386-719-5756
Fax: 386-752-4896
sikesa@lcfla.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Michelle Moore <mmoore@columbiacountyfla.com>
Sent: Wednesday, January 31, 2024 2:01 PM
To: Sikes, Audrey <SikesA@lcfla.com>
Subject: RE: Tourist Development Council Member from the City Council

Thank you so much Audrey!

Michelle Moore
Office Manager
Columbia County Tourist Development
Ph: 386.758.1312
E: mmoore@columbiacountyfla.com



From: Sikes, Audrey <SikesA@lcfla.com>
Sent: Wednesday, January 31, 2024 12:47 PM
To: Michelle Moore <mmoore@columbiacountyfla.com>
Subject: RE: Tourist Development Council Member from the City Council

Good afternoon. Just wanted to give you a brief update. A resolution will be on the February 5, 2024 meeting for council consideration. Thanks, and have a great day.

Audrey E. Sikes, MMC
City Clerk
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

Ph: 386-719-5756
Fax: 386-752-4896
sikesa@lcfla.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Michelle Moore <mmoore@columbiacountyfla.com>
Sent: Thursday, January 11, 2024 4:37 PM
To: Sikes, Audrey <SikesA@lcfla.com>
Subject: FW: Tourist Development Council Member from the City Council

Importance: High

Michelle Moore
Office Manager
Columbia County Tourist Development
Ph: 386.758.1312
E: mmoore@columbiacountyfla.com



From: Michelle Moore
Sent: Tuesday, December 19, 2023 2:54 PM
To: 'sikesa@lcfla.com' <sikesa@lcfla.com>
Cc: Clint Pittman <clint_pittman@columbiacountyfla.com>; Deborah
Admire <dadmire@columbiacountyfla.com>
Subject: Tourist Development Council Member from the City Council
Importance: High

Good afternoon Audrey,

Thank you for your time today. As I mentioned we are seeking to fill the City of Lake City council member seat on the Columbia County Tourist Development Council. Councilman Ricky Jernigan is on the Tourist Development Council for the 2023 term and he has indicated he would like to continue to serve for the 2024 term. Please let us know if the city council members would like to proceed with Councilman Jernigan's appointment to the TDC for the 2024 term that will run until December 31, 2024. We typically meet the third Wednesday of every other month at 11:00 am starting January 17, 2024. Please let me know if there are any questions. Thanks and have a wonderful week!

Best Regards,

Michelle Moore
Office Manager
Columbia County Tourist Development

Ph: 386.758.1312

E: mmoore@columbiacountyfla.com



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PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

File Attachments for Item:

14. Informational purposes only - Gwen Lake Update

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Dee Johnson

DATE: December 2025

SUBJECT: Gwen Lake Project – Status Update

Project Overview

The Gwen Lake Improvement Project continues to progress as Four Waters Engineering advances the technical analyses and design elements needed for the next stages of permitting and construction.

Current Status

According to the most recent update provided by Michael Klink, P.E., Senior Engineer with Four Waters Engineering, the consultant team is working to finalize several critical components of the project:

- Hydrologic & Hydraulic (H&H) Model – Final stages of development.
- Dam Failure Analysis – Being completed concurrently with the H&H model.
- 90% Detailed Design Plans – Nearing finalization.
- Permitting Documents – Being assembled for submittal once modeling is complete.

The consultant noted that modeling tasks have taken slightly longer than originally anticipated, which has extended the timeline for completing these deliverables. Despite this, the team expects to submit permits soon and continue advancing toward project completion.

Next Steps

- Finalize all modeling and analysis required to support design and permitting.
- Submit permitting packages to the appropriate regulatory agencies.
- Prepare for the 100% design phase following agency feedback.
- Continue coordination with City staff to ensure Council remains informed.

Conclusion

The Gwen Lake Project remains active and is progressing through essential technical and regulatory steps. Staff will continue to monitor progress closely and provide additional updates as new milestones are reached.