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 CITY CLERK

SUBRECIPIENT AGREEMENT

2014 OCT 27 PM 2:45

Subrecipient: City of Fort Lauderdale		Grant Number: FL-57-X050-00
Address: 100 N Andrews Ave Fort Lauderdale, FL 33301		
Project Description: City of Fort Lauderdale- Mobility Management		
Project Activity Period: <u>October 1, 2013 through June 30, 2015</u>		
Estimated Project Amount:	Capital \$ 260,000 Operating \$ NA	SFRTA Action
Section 5317 NF Funds:	Capital \$ 208,000 Operating \$ NA	Item No:
Local Match:	Capital \$ 52,000 Operating \$ NA	Date:
Federal Grant No:	FL-57-X050-00	
CFDA No. :	20521	

AGREEMENT

THIS AGREEMENT is made and entered into by and between the South Florida Regional Transportation Authority (SFRTA) and the City of Fort Lauderdale (City), each acting by and through its duly authorized officers.

WHEREAS:

1. The SFRTA, acting in its role as the Miami Urbanized Area Designated Recipient, submitted an application to the Federal Transit Administration (FTA) for federal grant funds under the FTA's New Freedom Program pursuant to 49 U.S.C. Section 5317, which included City's project as described herein.
2. The FTA's New Freedom Program is authorized under the provisions set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), enacted on August 10, 2005, as codified at 49 U.S.C. 5317.
3. The FTA's New Freedom Program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. The New Freedom Program seeks to reduce barriers to transportation services and expand

the transportation mobility options available to people with disabilities beyond the requirements of the American with Disabilities Act.

4. The SFRTA received New Freedom grant funds from the FTA pursuant to grant number **FL-57-X050-00**.
5. This Agreement is intended to memorialize the terms under which City is to receive the FTA grant funds.

NOW THEREFORE, SFRTA and City agree as follows:

ARTICLE I. CITY WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS

- 1.01 Workscope.** City agrees to perform and complete in a satisfactory and proper manner the Workscope specified on **Exhibit A** (FTA Grant Application) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by City and a proposed schedule for the completion of the Workscope. All Workscope activities must be consistent with the approved Workscope and the approved budget detailed below. Any proposed change in the scope of work is not effective until City receives written approval from the SFRTA Project Manager.
- 1.02 Approved Budget.** City agrees to complete the Workscope in accordance with the approved budget specified on **Exhibit A**. The approved budget details the cost associated with each scope of work activity. Any request for re-budgeting in excess of twenty percent (20%) of the approved budget must be in writing and approved in writing by the SFRTA Project Manager. Re-budgeting of project funds among the existing approved budget items of the Workscope are allowable without prior approval if the amount of project funds to be transferred is less than twenty percent (20%) of the approved budget. However, re-budgeting between operating and capital line items is not allowable due to differing match requirements.
- 1.03 Material Representations.** City agrees that all representations contained in its application for grant assistance are material representations of fact upon which the SFRTA relied in awarding this grant and are incorporated by reference into this Agreement.

ARTICLE II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS; ELIGIBILITY OF COST

- 2.01 Authorized Use of Grant and Matching Funds.** City is only authorized to use the grant funds subject to this agreement for costs directly incurred for the performance of the Workscope during the Project Activity Period as specified in section 6.01, and in accordance with the Approved Budget.
- 2.02 Eligibility of costs.** All expenses are subject to FTA regulations including:
 - *FTA Master Agreement (18)* (<http://www.fta.dot.gov/documents/18-Master.pdf>)

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18
(http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html)
- *Uniform Administrative Requirements for Grants and Agreements with Institution of Higher Education, Hospitals, and other Non-Profit Organizations*, 49 CFR Part 19
(http://www.access.gpo.gov/nara/cfr/waisidx_05/49cfr19_05.html)
- *Grant Management Requirements*, FTA Circular 5010.1D
(http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)
- *Third Party Contracting Requirements*, FTA Circular 4220.1F,
(http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html) (See also paragraph 10.05)
- *New Freedom Guidance*, FTA Circular C 9045.1
(http://www.fta.dot.gov/laws/circulars/leg_reg_6624.html)

City acknowledges that the federal requirements in this article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by City, from the SFRTA.

ARTICLE III. GRANT AMOUNT, MATCH AND PAYMENT

- 3.01 Estimated Project Amount.** The total estimated cost of the Workscope is **\$260,000** for capital and **\$0** for operating, consisting of the Maximum Federal Grant amount and City required match.
- 3.02 Maximum Federal Grant Amount.** SFRTA awards to the recipient a grant of up to **\$208,000** for capital and **\$0** for operating for the Workscope. In no event will SFRTA's obligations under this Agreement exceed the lesser of the following:
- A. The Maximum Federal Grant Amount; or
 - B. The combination of 50% of the total net operating Workscope expenditures plus 80% of capital Workscope expenditures.

SFRTA shall bear no responsibility for cost overruns that may be incurred by City in performance of the Workscope. If it appears likely that additional funds will be needed to complete the Workscope, the parties will meet to discuss the possibility of amending this Agreement.

- 3.03 Subrecipient Match.** City has an obligation under this Agreement to share in the costs of project by providing a local match from sources other than from FTA funds, i.e., not less than **\$52,000** for capital and **\$0** for operating against the respective Maximum Grant Amount. If the final expenses for the Workscope are less than the Estimated Project Amount, then local match shall be reduced to fifty percent (50%) of the final Workscope amount as approved by the FTA

for operating and twenty percent (20%) for capital as approved by the FTA. If the final expenses for the Workscope exceed the Estimated Project Amount, City is responsible for providing the funds to cover the final costs and expenses.

3.04 Reimbursement. Expenses will be reimbursed by SFRTA based on submission of an invoice from City using the form attached hereto as **Exhibit B**. Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Disadvantaged Business Enterprise (DBE) report for each third party contract using the approved form attached hereto as **Exhibit C** (see section 5.04).

City shall submit any additional data and information requested by SFRTA to support City reimbursement request and shall submit any additional data and information that may be required by the federal government for reporting to the FTA.

Upon SFRTA review and approval of City's invoice, the SFRTA will distribute to City the approved reimbursement amount. SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. If SFRTA intends to deny a reimbursement request, it will first submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by City. The FTA's determination will be final. No reimbursement request will be made which would cause the distribution of grant funds to exceed, cumulatively, through such payment, the limits in Article III. Distribution of any funds or approval of any report is not to be construed as SFRTA's waiver of any City noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by SFRTA that City has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by the SFRTA, City shall promptly repay such amounts to SFRTA. If City disputes SFRTA's determination, SFRTA will submit the disputed amount to the FTA for its determination as to use of funds along with any supporting documentation provided by City. The FTA's determination will be final.

3.06 Reversion of Unexpended Grant Funds. All funds granted by SFRTA under this Agreement that have not been expended for Workscope activities during the Project Activity Period shall revert to SFRTA.

3.07 Grant Contingent on Federal Funding. SFRTA shall not be liable to City, its contractors or subcontractors for any claim or expense arising out of or incidental to the FTA's disallowance of any Workscope expense. City shall include this language in all contracts with contractors being paid with grant funds provided under this Agreement.

ARTICLE IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Workscope Costs. All costs charged to the Workscope, whether paid with grant funds or charged as City match, must be supported by proper documentation, including

properly executed payrolls, time records, invoices, contracts, receipts for expenses, vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Workscope Information. City agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) City match under this Agreement, and (b) the receipt and expenditure of all grant funds. These documents shall include the property records required by Article VIII of this Agreement. City shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain all Workscope information until the latest of:

- A. Six (6) years following the term of this Agreement; or
- B. If any litigation claims, or audit is commenced during either such period, when all such litigation, claims or audits have resolved.

4.03 Audit. The accounts and records of the parties relating to this Agreement shall be audited in the same manner as all other accounts and records of City are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of SFRTA, the Legislative Auditor and or State Auditor, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The parties will provide facilities for such access and inspection.

ARTICLE V. REPORTING AND MONITORING REQUIREMENTS

5.01 Quarterly Milestone Progress Reports. City shall submit quarterly milestone progress reports to SFRTA. SFRTA shall provide City with an electronic version of the milestone progress report that City must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both SFRTA and City must approve each quarterly milestone progress report. The Quarterly progress reports are due as follows:

- **January 15 for quarter October 1 – December 31**
- **April 15 for quarter January 1 – March 31**
- **July 15 for quarter April 1 – June 30**
- **October 15 for quarter July 1 – September 30**

5.02 Final Reports. Upon completion of the Workscope and not later than sixty (60) calendar days after the end of the Project Activity Period, City must submit a final progress report and a final financial status report of expenditures for the full Workscope that contains a final accounting of the grant matching expenditures. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) days following the end of the Project Activity Period, the submission of the Final Report shall automatically extend until all outstanding claims have been resolved. The final report must include inventory of Workscope property as required by Article VIII of this Agreement.

- 5.03 Contents of Reports.** City agrees to report completely and to provide the SFRTA with any additional or follow-up information as may be requested by the SFRTA.
- 5.04 DBE Reporting Requirements.** City shall provide the SFRTA with reports on all DBE activity (see section 10.05 E) for each third party agreement in the form attached hereto as **Exhibit C** and based on the procurement process established for City in the *Federal Transit Administration Master Agreement (18) Section 15 Procurement*. (see section 2.02 for weblink).
- 5.05 Other Monitoring Activities.** To assist the SFRTA in monitoring compliance with this Agreement, City agrees to attend meetings as requested by the SFRTA and to permit site visits by the SFRTA staff, during business hours, upon reasonable notice. City agrees to submit to the SFRTA a copy of any promotional information regarding the Workscope disseminated by City during the term of this Agreement.
- 5.06 Changed Conditions.** City agrees to notify the SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect City's ability to perform the Workscope in accordance with the terms of this Agreement.
- 5.07 Special Reporting Requirements.** The SFRTA is required to report to the FTA regarding activities. Accordingly, City agrees to provide the SFRTA with any additional follow-up information reasonably requested by the SFRTA, in order to meet the SFRTA FTA reporting requirements. Specific reporting requirements are included in the *Federal Transit Administration Master Agreement (18) Section 8 Reporting, Record Retention and Access* (see section 2.02 for weblink).

ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

- 6.01 Project Activity Period.** City agrees to complete all Workscope activities during the period from **October 1, 2013 through June 30, 2015** (Project Activity Period). Grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.
- 6.02 Term.** The term of this Agreement shall extend from the effective date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) calendar days following the end of the Project Activity Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve any and all outstanding claims.
- 6.03 Termination.** Termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18*.
- 6.04 Effect of Workscope Closeout or Termination.** City agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on City by this Agreement. Project closeout or termination of this Agreement does not alter the SFRTA

authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter City obligation to return any funds to the SFRTA as a result of later refunds, corrections, or other transactions.

ARTICLE VII. CONTACT PERSONS; PROJECT MANAGER

7.01 Contact Persons. The authorized contact persons for receipts of notices, reports, invoices and approvals under this Agreement are the following:

SFRTA:

Carla D. McKeever
Grants Administrator
800 NW 33rd St.
Pompano Beach, FL 33064
954.788.7953
mckeeverc@sfrta.fl.gov

COPY TO:

Teresa J. Moore
General Counsel
800 NW 33rd St.
Pompano Beach, FL 33064
954.788.7973
mooret@sfrta.fl.gov

CITY:

Kevin Walford
Transportation Planner
290 NE 3rd Ave.
Fort Lauderdale, FL 33301
954.828.5217
~~feldman@fortlauderdale.gov~~
kwalford@fortlauderdale.gov

COPY TO:

Darlene Pfeiffer
Business Manager
290 NE 3rd Avenue
Fort Lauderdale, FL 33301
954.828.3775
dpfeiffer@fortlauderdale.fl.gov

Or such other person as may be designated in writing for itself by either party.

7.02 SFRTA Project Manager. For purposes of administration of the Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by the SFRTA Executive Director shall be the Project Manager. Nothing, however, in this Agreement will be deemed to authorize the SFRTA Project Manager to execute amendments to this Agreement on behalf of the SFRTA.

7.03 City Project Manager. For purposes of administration of this Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by City, shall be the Project Manager. City Project Manager shall coordinate Workscope activity with the SFRTA Project Manager and complete the project manager training provided by the SFRTA to ensure compliance with all federal requirements.

ARTICLE VIII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of:

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* 49 C.F.R. Parts 18.31, 18.32, and 18.33 (www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html)
- *Grant Management Requirements*, FTA Circular 5010.1D (http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by City, from the SFRTA.

City acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent requirements shall govern the Agreement at any particular time.

ARTICLE IX. GENERAL CONDITIONS

- 9.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.
- 9.02 Assignment Prohibited.** City shall not assign, subgrant or transfer any Workscope activities without receiving the express written consent of SFRTA. SFRTA may condition such consent on compliance by City with terms and conditions specified by SFRTA.
- 9.03** Nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and SFRTA are a state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 9.04 Workscope Data.** City agrees that the results of the Workscope, the reports submitted, and any new information or technology that is developed with the assistance of this grant is subject to requirements of the *FTA Master Agreement (18)*. City shall allow public access to all documents, records, reports or other material subject to the applicable provisions for Chapter 119 Florida Statutes, and made or received by City in connection with this Agreement. Failure of City to grant such public access may be grounds for termination of the Agreement by the SFRTA.
- 9.05 Nondiscrimination.** City shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. City agrees to not discriminate against employee.

applicant for employment, or participant in the Workscope because of race, color, creed, religion, national origin, sex, marital status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.

9.06 Acknowledgement. City shall appropriately acknowledge the grant assistance made by the SFRTA and the FTA under this agreement in any promotional materials, reports, and publications relating to the Workscope.

9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations. City agrees to conduct the Workscope in compliance with all applicable provisions of federal and state laws, rules or regulations. City is responsible for obtaining and complying with all federal or state permits, licenses, and authorizations necessary for performing the Workscope.

9.08 Incorporation of Exhibits. All Exhibits attached to this Agreement will be deemed incorporated into this Agreement.

ARTICLE X. GENERAL FEDERAL REQUIREMENTS

10.01 Federal Requirements. The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this Article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Article shall prevail. When performing work or expanding funds for Project activities, City agrees to comply with all applicable terms and conditions referenced herein. **City acknowledges that the federal requirements in this Article X are subject to change and agrees that the most recent requirements shall govern this Agreement at any particular time.**

10.02 Incorporation of Specific Federal Requirements. Specifically, and without limitation, City agrees to comply with the federal requirements set forth in *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18 (see section 2.02 for weblink) and agrees to require, unless specifically exempted, City's (if authorized) and third party contractors at every tier to comply with the same. These requirements include, but are not limited to the following:

Debarment and Suspension. City agrees to comply, and assures the compliance of City, lessee, or third party contractor at any tier, with Executive Order Nos. 12549 and 12689, *Debarment and Suspension* 31 U.S.C. § 6101 note, and U.S. DOT regulations, *Government-wide Debarment and Suspension (Nonprocurement)*, 49 C.F.R. Part 29. City agrees to and assures that its lessees, and third party contractors will review the *excluded Parties Listing System* at <http://epls.gov/> before entering into any third party subagreement, lease or third party contract [U.S. DOT issued a new amendment to these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction]. See, *71 Fed. Reg. 62394, October 25, 2006.*

Integrity Certification. By signing this Agreement, City certifies that neither it nor its participants is 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 SFRTA relies in entering this Agreement. If it is later determined that City 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. City shall provide to the SFRTA immediate written notice if at any time City learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certification of Restrictions on Lobbying Disclosure. The provisions of this section apply only if the amount of this Agreement (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

City certifies that no federal appropriated funds have been paid or will be paid by or on behalf of City for influencing or attempting to influence an officer or employee of any federal 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. The certification of this compliance (*Lobbying Restriction Certification*) submitted by City in connection with this project is incorporated in, and made a part of, this Agreement.

City further certifies that, 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 or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to City in this Agreement, City shall complete and submit to the SFRTA, Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

City certifies that it will require that the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000 under this Agreement, and that all subcontracts shall certify and disclose accordingly to City. All certifications and disclosures shall be forwarded to the SFRTA by City.

The certifications referred to in this section (including the *Lobbying Restriction Certification* submitted by City in connection with this project and incorporated in, and made a part of, this Agreement) are material representations of fact upon which the SFRTA relies when this contract is made.

10.03 Federal Certification and Assurances (C & A); Execution and Incorporation. City agrees to comply with and to certify compliance with the current Federal *Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C & A)* attached hereto and incorporated herein as **Exhibit D**. City must certify compliance with the

applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of this Agreement. During the terms of this Agreement, City shall annually execute the most current C & A document and provide the same to the SFRTA.

10.04 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference. City agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements that may be applicable to this grant. In particular, and without limitation, City agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Workscope activities.

- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/18-Master.pdf>)
- *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18
www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html
- *Grant Management Requirements*, FTA Circular 5010.1D,
(http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by City, from the SFRTA.

10.05 Compliance with Federal Procurement Requirement. City will comply with all applicable federal law, rule, and guidance relating to procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1F, which document is incorporated by reference into this agreement. A copy of this document is available at the FTA internet website, http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html or upon request by City, from the SFRTA. The Federal Procurement Basics are contained in the *Federal Transit Administration Master Agreement (18) Section 15 Procurement* (see section 2.02 for weblink). **Certification of City Procurement System.** City certifies that its procurement system complies with the standards described in the previous paragraph.

- B. The SFRTA Approval of Contracts.** City shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from the SFRTA Project Manager.
- C. Inclusion of Provisions in Lower Tier Contracts.** City agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this agreement including all applicable provisions of this Agreement.
- D. Disadvantaged Business Enterprise Requirements.** City agrees to comply with the requirements of 49 C.F.R. Part 26 and the SFRTA U.S. DOT approved Disadvantaged Business Enterprise (DBE) Requirements, which is attached to and incorporated into this Agreement as **Exhibit E**.

10.06 No Federal Obligation. This grant is financed by federal funds. However, payments to City will be made by the SFRTA. The United States is not a party to this Agreement and no reference in this Agreement to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this Agreement. City shall include this clause in any contracts or agreements under this Agreement.

10.07 Special Provisions. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, City is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. City is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(a) Authority-owned or Authority-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with City's size, such as:


(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by both parties.

ATTEST:

CITY OF FORT LAUDERDALE

By: See attached City signature page 

(CORPORATE SEAL)

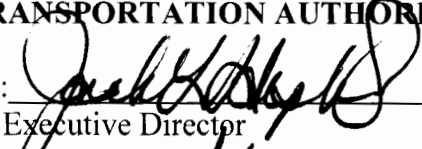
_____ day of _____, 2013

Approved as to form and legal sufficiency

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Sandra K. Thompson

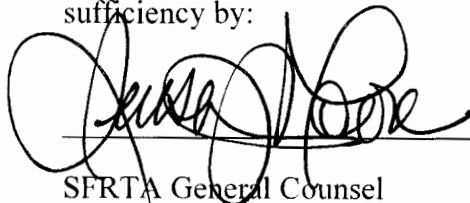
By: 
Executive Director

_____ day of February, 2013 

(SFRTA SEAL)

Approved as to form and legal

sufficiency by:


SFRTA General Counsel

WITNESSES:

Safesa Ali

Safesa Ali
[Witness type/print name]

Miranda Scott

MIRANDA SCOTT
[Witness type/print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

[Signature]
Mayor

[Signature]

City Manager

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney