



FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
FMCSA 2012 SaDIP GRANT
Sub-Recipient Agreement Number HSMV- _____

This Sub-Recipient Agreement (Agreement) is made and entered into by and between The Florida Department of Highway Safety and Motor Vehicle (DHSMV) and _____ hereinafter referred to as the "Receiving Agency."

WHEREAS, the DHSMV is the recipient of Federal Financial Assistance from the Federal Motor Carrier Safety Administration (FMCSA) pursuant to Attachment C, **Grant Agreement No. FM-SAD-0016-12-01-00** and **CFDA No. 20.234** and,

WHEREAS, as a result of this Agreement, the Receiving Agency has been determined to be a sub-recipient of Federal Financial Assistance from the **FMCSA** and,

WHEREAS, the Receiving Agency is responsible for complying with the appropriate federal guidelines in the performance of its activities pursuant to this Agreement,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be delivered therefrom, the DHSMV and the Receiving Agency do hereby agree as follows:

I. Purpose of this Agreement

The purpose of this Agreement is to establish the conditions under which the DHSMV agrees to provide reimbursement for the purchase of Portable Computing Devices (PCDs) and mounting hardware to be used for electronically reporting Commercial Motor Vehicle (CMV) crashes, to the Receiving Agency as identified in its application for funding and included as Attachment A, Law Enforcement Application for E-Crash Hardware.

II. Definitions

- A. DHSMV - The providing agency. This agency is responsible for reimbursing the Receiving Agency for the agreed upon purchase price of PCDs and mounting hardware to be used for the purpose of electronically reporting CMV crashes.
- B. Receiving Agency - The law enforcement agency, indicated above, with whom DHSMV has entered into this agreement.
- C. Parties - the DHSMV and the Receiving Agency.

III. Statement of Work

- A. The DHSMV agrees to:
 - 1. Reimburse the Receiving Agency for the purchase of PCDs and mounting hardware for the purpose of electronically reporting CMV crashes, up to the amount of \$_____.
 - 2. Provide the Receiving Agency with training on the completion of CMV related crash reports.
 - 3. Conduct an audit of the use of any and all Grant reimbursed PCDs and mounting hardware within one (1) year of the Receiving Agency's agreed upon CMV e-crash reporting program implementation date. See Attachment B, SaDIP 2012 Funding Recipient Audit Report.
- B. The Receiving Agency agrees to:
 - 1. Execute this Agreement on or before March 31, 2014.
 - 2. Have all officers/agency personnel who use the PCDs and mounting hardware complete a training program approved by the DHSMV.
 - 3. Purchase PCDs and mounting hardware within three (3) months from the execution of this Agreement.
 - 4. Invoice the DHSMV for the purchase of PCDs and mounting hardware on or before June 30, 2014.

5. Report, at a minimum, five percent (5%) increase of CMV crashes electronically to the DHSMV within one (1) year of the date of execution of this Agreement.
6. Return any and all PCDS and mounting hardware purchased with funds awarded by the DHSMV, or reimburse the DHSMV for the purchase price of said equipment, if the agreed upon terms of usage established in this Agreement are violated.
7. Return any and all PCDs and mounting hardware purchased with funds awarded by the DHSMV, or reimburse the DHSMV for the purchase price of said equipment, if Agency receiving reimbursement fails to electronically submit CMV crash reports written by their agency to the DHSMV within six (6) months of the execution of this Agreement.
8. Upon request from the DHSMV, submit to an audit of the use of any and all PCD and mounting hardware for which it was reimbursed for by the DHSMV.
9. Not use any portion of funds awarded by the DHSMV to purchase software.
10. The Receiving Agency shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Receiving Agency acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Receiving Agency further agrees to include this provision in all subcontracts issued as a result of this Agreement.

IV. Compliance and Control Measures

- A. Internal Capabilities - This Agreement is contingent upon the Receiving Agency having appropriate internal systems and capabilities to issue and process electronic CMV crash reports. The DHSMV will not be responsible for identifying or providing software for the Receiving Agency. Upon request from the DHSMV, the Receiving Agency must submit a copy of their contract with an approved Florida e-crash vendor. An approved list of e-crash vendors can be found at www.flhsmv.gov/courts.
- B. Misuse of Grant-Funded Laptops and Mounting Hardware - The Receiving Agency must immediately notify the DHSMV following the determination that grant-funded laptops and mounting hardware has been compromised by any unauthorized access, distribution, use or modification. The statement to the DHSMV must provide a detailed account of the incident in addition to corrective actions and the date these actions are to be completed by the Receiving Agency. If the corrective actions taken by the Receiving Agency are deemed unsatisfactory by the DHSMV, the DHSMV reserves the right to have returned to it any and all laptops and mounting hardware purchased with awarded funds, or be reimbursed for the purchase price of said hardware. See Section VIII for complete mailing address.
- C. The Receiving Agency shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Receiving Agency acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Receiving Agency further agrees to include this provision in all subcontracts issued as a result of this Agreement.

V. Period of Performance

- A. This Agreement shall be effective upon the last signature of the Parties to this agreement and will remain in effect for two (2) years from the date of execution as provided in section VIII. Once executed, this Agreement supersedes all previous agreements for these conditions and services defined in sections I and III with respect to Federal Grant FM-SAD-0016-12-01-00. The Receiving Agency is expected to use the equipment for its intended purpose throughout the life of the equipment.

VI. Amendments

- A. This Agreement incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.
- B. This Agreement may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this Agreement and its numbered addendums must be by written agreement executed by both Parties.
- C. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this Agreement.

VII. Events of Default

If any of the following "Events of Default" occur, all obligations on the part of the DHSMV to make further payments shall, if the DHSMV elects, terminate and the DHSMV will have the option to exercise any of the remedies set forth in Section VIII below. However, the DHSMV may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without being liable to make further payment if any of the following occur:

- A. Any warranty or representation made by the Receiving Agency is or becomes false or misleading in any respect;
- B. The Receiving Agency fails to keep or perform any of the obligations, terms or covenants of this agreement and has not cured them in a timely fashion;
- C. The Receiving Agency is unable or unwilling to meet its obligations under this agreement; or if
- D. Material adverse changes occur in the financial condition of the Receiving Agency at any time during the term of this agreement and the Receiving Agency fails to cure this adverse change within thirty (30) days from the date of written notice by the DHSMV.

VIII. Remedies

If an "Event of Default" occurs and the Receiving Agency fails to cure the deficit within thirty (30) days from the date written notice is sent by the DHSMV, then the DHSMV shall exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- A. Withhold or suspend payment of all or any part of a request for payment;
- B. Commence an appropriate legal or equitable action to enforce performance;
- C. Request the Receiving Agency to refund to the DHSMV any moneys used for ineligible purposes under the applicable laws, rules, regulations, and terms of this Agreement; or
- D. Exercise any corrective or remedial actions as deemed necessary by the DHSMV.

Pursuing any of the above remedies will not stop the DHSMV from pursuing any other remedies as provided in law or in equity.

IX. Accounting of Funds

- A. The accounting systems for all Receiving Agencies must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Receiving Agencies are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Receiving Agency 's, or sub recipient's, accounting system cannot comply with this requirement, the Receiving Agency , or sub recipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the DHSMV finds that these funds have been commingled, the DHSMV shall have the right to demand a refund, either in whole or in part, of the funds provided to the Receiving Agency under this Agreement for non-compliance with the material terms of this Agreement. The Receiving Agency, upon such written notification from the DHSMV shall refund, and shall forthwith pay to the DHSMV, the amount of money demanded by the DHSMV. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DHSMV by the Receiving Agency to the date repayment is made by the Receiving Agency to the DHSMV.
- C. In the event that the Receiving Agency recovers costs, incurred under this Agreement and reimbursed by the DHSMV, from another source(s), the Receiving Agency shall reimburse the DHSMV for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Receiving Agency to the date repayment is made to the DHSMV by the Receiving Agency.

X. Indemnification

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

XI. Auditing of Records

- A. The Receiving Agency shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DHSMV, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is sub granted or subcontracted, the Receiving Agency shall similarly require each sub Receiving Agency and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Receiving Agency agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

XII. Grant Managers

- A. The DHSMV’s Grant Manager (which may also be referred to as the Department’s Project Manager) for this Agreement is identified below.

Deborah Todd, Grant Manager	
Florida Department of Highway Safety & Motor Vehicles	
Division of Motorist Services Bureau of Records	
Kirkman Building 2900 Apalachee Parkway	
Tallahassee, FL 32399	
Telephone No.:	(850) 617-2591
Fax No.:	(850) 617-5134
E-mail Address:	DeborahTodd@flhsmv.gov

- B. The Receiving Agency’s Grant Manager (which may also be referred to as the Receiving Agency’s Project Manager) for this Agreement is identified below.

Receiving Agency Grant Manager’s Name	
Official Name of Receiving Agency’s Organization	
Office/Program Name	
Address	
City, State and Zip	
Telephone No.:	
Fax No.:	
E-mail Address:	

XIII. Ownership of Property

Upon satisfactory completion of this Agreement, the Receiving Agency may retain ownership of the non-expendable personal property or equipment purchased under this Agreement.

The following terms shall apply:

- A. The Receiving Agency shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

- B. The Receiving Agency is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Receiving Agency is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in their possession for use in a contractual arrangement with the DHSMV.

XIV. Discrimination

- A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory Receiving Agency list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory Receiving Agency list and intends to post the list on its website. Questions regarding the discriminatory Receiving Agency list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

XV. Public Records

The Receiving Agency agrees that the DHSMV may unilaterally cancel this Contract for refusal by the Receiving Agency to allow public access to all documents, papers, letters, or other material made or received by the Receiving Agency in conjunction with this Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Section 119.07(1), Florida Statutes.

The Receiving Agency, when acting on behalf of the DHSMV shall in addition to all other conditions of this Contract:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DHSMV in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DHSMV would provide the records and at a cost as set forth in the DHSMV's Policy Number 9.03, Providing Records to the Public, which can be provided by the DHSMV upon request.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to the DHSMV all public records in possession of the Receiving Agency upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DHSMV in a format that is compatible with the information technology systems of the DHSMV.

The DHSMV will enforce the applicable Contract provisions should the Receiving Agency fail to comply with a public records request. The Contract provisions are as follows:

- First violation - \$100 penalty.
- Second violation - \$250 penalty.
- More than two (2) violations - \$500 penalty and/or possible Contract termination.

XVI. Termination

- A. The DHSMV may terminate this Agreement at any time in the event of the failure of the Receiving Agency to fulfill any of its obligations under this Agreement. Prior to termination, the DHSMV shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Receiving Agency an opportunity to consult with the DHSMV regarding the reason(s) for termination.
- B. The DHSMV may terminate this Agreement for convenience by providing the Receiving Agency with thirty (30) calendar days written notice.
- C. This Agreement may be unilaterally canceled by the DHSMV for refusal by the Receiving Agency to allow public access to all documents, papers, letters, or other material made or received by the Receiving Agency in conjunction with this

Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Receiving Party:

Company/Agency Name

Street Address

Suite

City, State Zip Code

FEID Number

By: _____

Printed/Typed Name

Title

Date

Email Address

Phone Number

Fax Number

Technical Contact:

Printed/Typed name

Email Address

Phone Number

DHSMV:

Florida Department of Highway Safety & Motor Vehicles
2900 Apalachee Parkway
Tallahassee, FL 32399

By: _____

Printed/Typed Name

Title

Date

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES FMCSA 2012 SaDIP GRANT**

CITY OF FORT LAUDERDALE, FLORIDA

[Municipal Seal]

ATTEST:

LEE R. FELDMAN
CITY MANAGER

DATE

JONDA K. JOSEPH
CITY CLERK

DATE

Approved as to Form:

BRADLEY H. WEISSMAN DATE
ASSISTANT CITY ATTORNEY

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by LEE R. FELDMAN, CITY MANAGER, on behalf of the City of Fort Lauderdale, Florida. He is personally known to me or produced _____ as identification and did/did not first take an oath.

My Commission Expires:

Signature – Notary Public

Printed Name of Notary

Notary's Commission Number

[SEAL]