

P (4) ✓ 3/26/14 (L)

**RUSH**  
Due to Funder 3/28/14

**DOCUMENT ROUTING FORM**

NAME OF DOCUMENT: Florida Dept Highway Safety & Motor Vehicles FMCSA 2012 SaDIP Grant Sub-Recipient Agreement

Approved Comm. Mtg. on: 03/18/14 CAM#: 14-0349

ITEM:  M -  PH -  O -  CR -05  R

Routing Origin:  CAO  ENG.  COMM. DEV.  OTHER Police

Also attached:  copy of CAR  copy of documents  ACM Form  4 originals

By: Tymira Mack forwarded to: \_\_\_\_\_ date: 3/19/2014  
Initials

1.) Approved as to Content: Anthony C. Williams  
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED  YES  NO  
Capital Improvement Projects (\*Note grant funded CIP)

Please Forward to Bawn Johnson in Finance

2.) Approved as to Funds Available: by Bawn Johnson Date: 3/20/14  
Finance Director

Amount Required by Contract/Agreement \$ 22,170 Funding Source: Florida Dept Hwy Safety & Motor Veh.

Dept./Div. Police Index/Sub-object GCMVECRASH14 Project # \_\_\_\_\_

3.) City Attorney's Office: Approved as to Form:# \_\_\_\_\_ Originals to City Mgr. By: \_\_\_\_\_

Harry A. Stewart	_____	Cole Copertino	_____	Robert B. Dunckel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	_____	Brad Weissman	<u>W</u>

4.) Approved as to content: Assistant City Manager:  
By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

3/24

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: forward 4 Originals to: Tymira Mack x6705

Original Route form to Beverly Colehower  
 Attach 2 certified copies of Reso. # 14-57  Fill-in date

Julie L. Jones  
Executive Director

Rick Scott  
Governor

Pam Bondi  
Attorney General

Jeff Atwater  
Chief Financial Officer

Adam Putnam  
Commissioner of Agriculture

A SAFER  
**FLORIDA**  
HIGHWAY SAFETY AND MOTOR VEHICLES

2900 Apalachee Parkway  
Tallahassee, Florida 32399-0500  
www.flhsmv.gov

April 16, 2014

**RECEIVED**  
4/21/14

City of Fort Lauderdale  
ATTN: Lee R. Feldman  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

RE: Contract No. HSMV-0387-14  
2012 SaDIP Sub-Recipient Agreement

Dear Lee R. Feldman:

The enclosed agreement has been approved by the Florida Department of Highway Safety and Motor Vehicles. Deborah Todd will serve as the Department's contact. You may reach Deborah Todd at (850) 617-2702 or via email at DeborahTodd@flhsmv.gov.

CITY MANAGER  
2014 APR 18 PM 1:15

Sincerely,

Jenny Marshall  
Contract Administrator  
Bureau of Purchasing and Contracts  
(850) 617-3203

Enclosure(s)

cc: Deborah Todd

This is original  
for Clerk's office.  
Thank you,  
Jackie  
Meli  
x5227

CITY CLERK

2014 APR 23 AM 9:04



**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
FMCSA 2012 SaDIP GRANT  
Sub-Recipient Agreement Number HSMV- 0387-14**

This Sub-Recipient Agreement (Agreement) is made and entered into by and between The Florida Department of Highway Safety and Motor Vehicle (DHSMV) and City of Fort Lauderdale 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 \$22,170.00.
  - 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](http://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 Tymira Mack	
Official Name of Receiving Agency's Organization City of Fort Lauderdale	
Office/Program Name Police Department	
Address 1300 W. Broward Boulevard	
City, State and Zip Fort Lauderdale, FL 33312	
Telephone No.:	954-828-6705
Fax No.:	954-828-5718
E-mail Address:	tmack@fortlauderdale.gov

**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:**

City of Fort Lauderdale

Company/Agency Name

100 N. Andrews Avenue

Street Address

Suite

Fort Lauderdale, FL 33301

City, State Zip Code

59-6000319

FEID Number

By: See attached  
Signature Page

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: Barbara B. Vaughan

Barbara B. Vaughan

Printed/Typed Name for Chief, Bureau of Purchasing & Contracts

Title 04/15/14

Date



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

**CITY OF FORT LAUDERDALE, FLORIDA**

[Municipal Seal]

ATTEST:

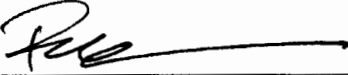
  
LEE R. FELDMAN  
CITY MANAGER

3/20/14  
DATE

  
JONDA K. JOSEPH  
CITY CLERK

3-24-14  
DATE

Approved as to Form:

  
BRADLEY H. WEISSMAN  
ASSISTANT CITY ATTORNEY

3/20/14  
DATE

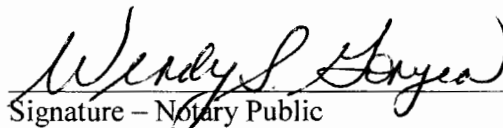
STATE OF FLORIDA     )  
                                  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 20th day of March, 2014, by SUSANNE TOMENTE ASST. ~~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:



[SEAL]

  
Signature – Notary Public

WENDY S. GONYEA  
Printed Name of Notary

DD 976509  
Notary's Commission Number

# Florida Department of Highway Safety and Motor Vehicles

---

## Law Enforcement Application for E-Crash Hardware





# FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Law Enforcement Application for E-Crash Hardware



The Florida Department of Highway Safety and Motor Vehicles (DHSMV) was awarded a Federal Motor Carrier Safety Administration Grant, **CFDA Code: 20.234**, which allows for the dissemination of laptops and mounting hardware to state law enforcement agencies to be used for the purpose of electronically reporting Commercial Motor Vehicle (CMV) crashes. Applications will be scored based on agency need, the volume of CMV crashes reported by an agency, agency size, and the agency's plan for implementing an e-crash program.

The deadline to submit applications is **Friday, November 15, 2013**. Applications can be submitted electronically via email to [E-Crash@flhsmv.gov](mailto:E-Crash@flhsmv.gov) or mailed to the Department at:

Department of Highway Safety and Motor Vehicles  
 Attn: Bonnie Scott-Walls  
 2900 Apalachee Parkway, MS 89  
 Tallahassee, FL 32399

## APPLICANT INFORMATION

Agency Name: <b>City of Fort Lauderdale Police Department</b>	Agency Code: <b>1038-2</b>	Date <b>11/03/2013</b>
Agency Address : <b>1300 West Broward Boulevard</b>		
City: <b>Ft. Lauderdale</b>	County: <b>Broward</b>	ZIP: <b>33023</b>
Phone: <b>954-828-6705</b>	Fax: <b>954-828-5718</b>	
Contact Name: <b>Tymira Mack</b>	Title: <b>Public Safety Grants Mgr</b>	Phone: <b>954-828-6705</b>
Email Address: <b>tmack@fortlauderdale.gov</b>		
How does your agency currently report CMV crashes? paper <input checked="" type="checkbox"/> electronically <input type="checkbox"/> We currently submit both electronic and paper CMV crash reports <input type="checkbox"/>		
How many crash reports does your agency submit to DHSMV, on average, annually? less than 300 <input type="checkbox"/> 301-500 <input type="checkbox"/> 501-750 <input type="checkbox"/> 751-1,000 <input type="checkbox"/> 1,001- 2,000 <input type="checkbox"/> 2,001- 5,000 <input type="checkbox"/> more than 5,000 <input checked="" type="checkbox"/>		
How many short-form crash reports does your agency complete, on average, annually? less than 300 <input type="checkbox"/> 301-500 <input type="checkbox"/> 501-750 <input type="checkbox"/> 751-1,000 <input type="checkbox"/> 1,001- 2,000 <input type="checkbox"/> 2,001- 5,000 <input checked="" type="checkbox"/> more than 5,000 <input type="checkbox"/>		
How many CMV crash reports does your agency submit to DHSMV, on average, annually? less than 25 <input type="checkbox"/> 26-50 <input type="checkbox"/> 51-75 <input type="checkbox"/> 76-100 <input type="checkbox"/> 101-200 <input checked="" type="checkbox"/> 201-500 <input type="checkbox"/> 501-750 <input type="checkbox"/> more than 750 <input type="checkbox"/>		

## FUNDING REQUEST 6 Tablet Computers

Amount your agency is requesting: \$ <b>22,170</b>	How many units (laptops and mounting hardware) will these funds enable your agency to purchase?
<p><b>Note: Funding requests will be awarded based on the quantity of CMV crashes reported annually by an agency. Agencies reporting less than 100 CMV crashes annually can apply for funding up to, but not exceeding, \$25,000. Agencies reporting more than 100 CMV crashes annually can apply for funds up to, but not exceeding, \$50,000.</b></p>	

My agency is aware that the DHSMV will reimburse qualifying agencies for the agreed upon award for e-crash hardware upon execution of a Memorandum of Agreement between the qualifying agency and the DHSMV. All invoices for reimbursement must be submitted to the DHSMV no later than 7/31/2014. The DHSMV will not be paying for hardware directly. YES  NO

#### IMPLEMENTATION PLAN

Please describe, in detail, your agency's e-crash program. If your agency does not currently have an e-crash program, describe your agency's plan for implementing such a program. In your plan, please include a target date for implementation.

Although our Department desires to report crash and citation data electronically, we do not currently possess such reporting capabilities. Our plans to implement e-reporting capabilities were delayed this year due to a local decision to migrate to a regionalized 911 dispatch system in Broward County. Based on available information, the planned migration to the regionalized dispatch system will occur between April 1 and June 30, 2014. After the migration to the regionalized dispatch

Describe the impact funding will have on your agency's ability to increase electronic submission of CMV crash reports. Be specific. What percentage improvement in the electronic reporting of CMV crash reports does your agency foresee? Will the purchase of laptops and hardware allow your agency to electronically submit all CMV crash reports?

Our Department does not currently have any electronic crash reporting capabilities. Thus, receiving \$22,170 in funding under the FDHSMV Law Enforcement E-Crash Hardware grant will have an exponential impact on our ability to increase electronic submission of Commercial Motor Vehicle (CMV) crash reports. Specifically, by the end of year one the Department anticipates the ability to electronically submit 50% of all CMV crash reports electronically, once our Public Safety Aides have been trained and the tablets have been deployed to the field.

Describe your agency's plan for training those officers who will receive the e-crash hardware purchased through this program. Does your agency plan to provide formal training in the use of the hardware and how to complete electronic citations/crash reports?

Yes, our agency will provide formal training for those Public Safety Aides (PSA's) who will receive the e-crash hardware purchased through this program. In-house training will be provided by the Department's Mobile Data Team for the PSA's. The training will include specific instruction on use of the tablets and the crash reporting software.

Describe how your agency will identify officers, receiving laptops and hardware, who will have the greatest impact on reporting CMV crashes. Does your agency have a designated group of officers responsible for reporting crashes?

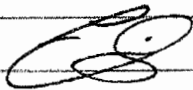
The overwhelming majority of the Department's crash reports are written by our Public Safety Aides. Thus, issuing the grant funded tablet computers to the PSA's will have the greatest impact on our electronic reporting of CMV crashes. Since the grant funding will supply 25% of the Operations Patrol Division's Public Safety Aides with tablets, we plan to issue the tablets to a test group. This group will be comprised of two (2) PSA's from each of our three (3) Patrol Districts. Within each District, one (1) tablet will be issued to the Day Shift PSA and one (1) Tablet to the Afternoon Shift PSA.

#### DISCLAIMER AND SIGNATURE

By submitting an application, applicants agree to and understand the following guidelines:

- Agencies receiving hardware must agree to the terms and conditions set forth by the Department of Highway Safety and Motor vehicles regarding the usage of that equipment for a period of 2 years.
- Agencies must be aware that the use of hardware funded through the Department of Highway Safety and Motor Vehicles can be audited to ensure the receiving agency is in compliance with terms and conditions set forth by Department.
- The Department of Highway Safety and Motor Vehicles reserves the right to have returned to it any and all hardware provided to agencies who are found to have violated the agreed upon terms of usage, or to be reimbursed for the purchase price of said hardware.
- Agencies receiving reimbursement will be required to electronically submit CMV crash reports written by their agency to the DHSMV within 6 months of the execution of the MOU. If this deadline is not met, the DHSMV reserves the right to repossess any and all laptops and hardware purchased through this program or be reimbursed for the total amount awarded or paid by DHSMV.
- Use of reimbursable funds to purchase software is strictly prohibited.

Signature:



Date: 12-18-13

**FDHSMV Law Enforcement Application for E-Crash Hardware**

**Please describe, in detail, your agency's e-crash program. If your agency does not currently have an e-crash program, describe your agency's plan for implementing such a program. In your plan, please include a target date for implementation.**

Although our Department desires to report crash and citation data electronically, we do not currently possess such reporting capabilities. Our plans to implement e-reporting capabilities were delayed this year due to a local decision to migrate to a regionalized 911 dispatch system in Broward County. Based on available information, the planned migration to the regionalized dispatch system will occur between April 1 and June 30, 2014. After the migration to the regionalized dispatch system has been completed, the Department will be able to move forward with purchasing and/or acquiring the necessary e-citation and e-crash software and required interfaces that will allow us to submit crash reports electronically. The Department estimates a target date of July – September 2014 for implementation of e-reporting capabilities.

**Describe the impact funding will have on your agency's ability to increase electronic submission of CMV crash reports. Be specific. What percentage improvement in the electronic reporting of CMV crash reports does your agency foresee? Will the purchase of laptops and hardware allow your agency to electronically submit all CMV crash reports?**

Our Department does not currently have any electronic crash reporting capabilities. Thus, receiving \$22,170 in funding under the FDHSMV Law Enforcement E-Crash Hardware grant will have an exponential impact on our ability to increase electronic submission of Commercial Motor Vehicle (CMV) crash reports. Specifically, by the end of year one the Department anticipates the ability to electronically submit 50% of all CMV crash reports electronically, once our Public Safety Aides have been trained and the tablets have been deployed to the field.

Although the grant will allow us to purchase six (6) tablets to facilitate electronic reporting, there are a total of twenty-four (24) Public Safety Aides assigned to the Department's Operations Patrol Division. Consequently, attaining 100% electronic reporting of CMV crash reports will depend on the Department's future ability to purchase the additional tablets and other required hard/software required to outfit the remainder of our Public Safety Aides Motor's Unit. Notwithstanding, the Department has a goal of achieving this 100% capability by September 2015.

---

**Describe your agency's plan for training those officers who will receive the e-crash hardware purchased through this program. Does your agency plan to provide formal training in the use of the hardware and how to complete electronic citations/crash reports?**

Yes, our agency will provide formal training for those Public Safety Aides (PSA's) who will receive the e-crash hardware purchased through this program. In-house training will be provided by the Department's Mobile Data Team for the PSA's. The training will include specific instruction on use of the tablets and the crash reporting software.

**Describe how your agency will identify officers, receiving laptops and hardware, who will have the greatest impact on reporting CMV crashes. Does your agency have a designated group of officers responsible for reporting crashes?**

The overwhelming majority of the Department's crash reports are written by our Public Safety Aides. Thus, issuing the grant funded tablet computers to the PSA's will have the greatest impact on our electronic reporting of CMV crashes. Since the grant funding will supply 25% of the Operations Patrol Division's Public Safety Aides with tablets, we plan to issue the tablets to a test group. This group will be comprised of two (2) PSA's from each of our three (3) Patrol Districts. Within each District, one (1) tablet will be issued to the Day Shift PSA and one (1) Tablet to the Afternoon Shift PSA.

**2012 SaDIP Funding Recipient Audit Report**

ATTACHMENT B

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. Has your agency monitored the use of all hardware purchased with grant funds to ensure that it is being used for the purposes of electronically reporting CMV Crashes? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have all personnel using the hardware completed a Department of Highway Safety And Motor Vehicle approved e-crash training program?                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has your agency shown a minimum of 5% improvement in its electronic reporting of Commercial Motor Vehicle crashes to DHSMV over the past year?                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has your agency had any misuse of grant funded hardware since the inception of the Sub-Recipient Agreement between your agency and the DHSMV?                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. If your agency has had any misuse since the inception of the Sub-Recipient Agreement has it been reported to the DHSMV?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. List the names of users of grant funded equipment (Please add additional lines as needed)  |                          |                          |


Law Enforcement Agency Representative: \_\_\_\_\_

DHSMV Personnel: \_\_\_\_\_





**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

**FINANCIAL ASSISTANCE AGREEMENT**  
**GENERAL PROVISIONS AND ASSURANCES**

*\*last updated February 2012*

**Section 1. Grant Authority**

**a. Contract Authority.**

The Federal Motor Carrier Safety Administration (FMCSA) authorizing legislation, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat.1144 (2005), granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub. L. 109-59, §4101, 119 Stat. 1144, 1725 (2005), the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

**b. Lapse in Appropriations and/or Authorization.**

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevent the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the grantee's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding"(April 7, 2011), and any amendments or updated guidance thereto.

**Section 2. Effective Date.**

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

**Section 3. Electronic Signatures.**

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in **Section 4**.

**Section 4. General Requirements.**

**a. Obligation of Recipient to Comply.**

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. Chapter 311 (2006), as applicable and denoted in the Notice of Grant Agreement; (2) SAFETEA-LU, Pub. L. No.109-59, § § 4101-4134, 119 Stat. 1144, 1715-1745 (2005), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to projects with governmental bodies; (4) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations and also applies to grants and cooperative agreements with private for-profit organizations; (5) 2 C.F.R. § § 220, 225, 230; and (6) OMB Circular A-102 and 2 C.F.R. §215 (OMB Circular A-110).

**b. Application of Federal, State, and Local Laws and Regulations.**

**i. Federal Laws and Regulations.**

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all sub-assistance agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

**ii. State or Territorial Law and Local Law.**

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

**c. Subgrantees**

State Recipients shall follow State law and procedures when awarding and administering subgrants to local and Indian tribal governments in accordance with 49 C.F.R. §18.37(a). Other grantees awarding subgrants to local and Indian tribal governments shall follow 49 C.F.R. §18.37(b). The Recipient understands that 49 C.F.R. Part 19 shall be applied to institutions of higher education, hospitals or other non-profit organization subgrantees in accordance with 49 C.F.R. § 19.5.

**Section 5. Ethics.**

**a. Written Code of Ethics.**

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subgrantees, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or sub-grantees or their agents.

**b. Personal Conflict of Interest.**

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i.** The employee, officer, board member, or agent;
- ii.** Any member of his or her immediate family;

- iii. His or her partner; or
- iv. An organization that employs, or is about to employ, any of the above.

**c. Organizational Conflicts of Interest.**

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

**Section 6. Hatch Act.**

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of an individual whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act.

**Section 7. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.**

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not Federally appropriated by the recipient and subgrantees, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

**Section 8. Contracting.**

**a. Federal Standards.**

The Recipient agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

**b. Buy American Act.**

The Recipient agrees to conform with the Buy American Act (41 U.S.C. §§ 10a-d), as required by Section 708 of the Transportation, Treasury, Housing and Urban Development, the Judiciary, and Independent Agencies Appropriations Act, 2006 (Public Law 109-115 (November 30, 2005)). As required by Section 709 of the appropriations act, the Recipient represents that it has never been convicted of violating the Buy American Act, and agrees that it will not make funding received under the appropriations act available to any person or entity that has been convicted of violating the Buy American Act.

**Section 9. Notification Requirement.**

- a. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:
  - i. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
  - ii. Express the said amount as a percentage of the total costs of the planned acquisition.

**Section 10. Debarment and Suspension.**

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

**Section 11. Notification of Third Party Contract Disputes or Breaches.**

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

**Section 12. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.**

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

**Section 13. Records Retention.**

**a. Requirement to Retain Records.**

During the course of the Project and for three years after the final voucher, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in (1) 49 C.F.R. Part 18 for governmental Recipients and (2) 49 C.F.R. Part 19 for hospitals, educational institutions, private non-profit and for-profit Recipients. Project closeout does not alter these requirements.

**b. Access to Recipient Records.**

The Recipient will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards.

**c. Access to Records in Negotiated Agreements.**

The Recipient will include in all negotiated contracts (except those of \$10,000 or less) awarded by Recipient a provision to the effect that the Recipient, FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, shall have access to any books documents, papers and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts, and transcriptions.

- i. Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three years, with the following exception:
  1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained in their entirety until all litigation claims, or audit findings involving the records have been resolved.
  2. Records for nonexpendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
  3. When records are transferred to or maintained by FMCSA, the 3-year retention requirement is not applicable to the recipient. The retention period starts from the date of the submission of the final expenditure report.

**Section 14. Audit and Inspection.**

**a. Inspector General Act of 1978.**

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

**b. Single Audit Act Amendments of 1996.**

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular NO. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

**c. Audit Requirements.**

A Recipient that is: (a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto; (b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

It is imperative that Recipients submit required OMB Circular A-133 audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under OMB Circular A-133 to the Federal Audit Clearinghouse Bureau of the Census, 1201 East 10<sup>th</sup> Street Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its contractors pertaining to the Project. The Recipient agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.



**Section 15. Responsibility for Reporting Fraudulent Activity, Waste and Abuse.**

The Recipient understands that the Federal government may pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient agrees to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DHS grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week. <http://www.oig.dot.gov/Hotline>. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

**Section 16. Budget and Finance.**

The Recipient agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Recipient shall secure from FMCSA prior to being reimbursed under this Agreement. In accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget (1) that would require any transfer of funds between budget lines cumulatively greater than ten percent of the total approved project budget, or (2) that involve expenditures for items or services not approved in the original project plan, or (3) that would result in the need for additional funding. This includes revisions to the indirect cost rate. Any written approval may be obtained from the Associate Administrator or his/her designated representative, of the respective FMCSA Office.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such deviations do not cumulatively exceed ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items or categories authorized by FMCSA in the approved budget.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable. Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.22, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all

Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

**Section 17. Payments.**

**a. Request by the Recipient for Payment.**

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

- i. Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
  1. To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
  2. To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
- ii. Have submitted to FMCSA all financial and progress reports required to date under this Agreement; and
- iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

**b. Reimbursement Payment by FMCSA.**

- i. If the reimbursement method is used, the Recipient agrees to:
  1. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
  2. Complete and submit, on a quarterly, basis Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.
- ii. Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient (or to be incurred during the requisition period) up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by the Federal Aviation Administration.

**c. Other Payment Information.**

The Recipient agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

**d. Allowable Costs.**

- i. The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:
  1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
  2. Be necessary in order to accomplish the Project;
  3. Be reasonable for the goods or services purchased;
  4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);

ATTACHMENT C

5. Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FMCSA to the contrary is received in writing (pre-award costs);
6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
  - a. For Recipients that are governmental organizations, the cost principles of 2 C.F.R. § 225 apply (OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply);
  - b. For Recipients that are institutions of higher education, the cost principles of 2 C.F.R. §220 ( OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply);
  - c. For Recipients that are private nonprofit organizations, the cost principles of 2 C.F.R. § 230 (OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply); and
  - d. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.
7. Be satisfactorily documented; and
8. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subgrantees and contractors.

**e. Indirect Costs.**

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the recipient's cognizant agency. If a recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The recipient must indicate in its budget that it will be seeking indirect costs, and a provisional indirect cost rate will suffice until a final rate can be determined.

The Recipient must obtain prior approval from the Grant Manager to shift direct costs to indirect costs in order to recover indirect costs at a negotiated indirect cost rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to

exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

The grantee may not request additional grant funds to recover indirect costs that it cannot recover by shifting direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate requires an amendment and must be approved by the Grant Manager if the change to the indirect cost rate would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

**f. Pre-Award Costs.**

A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

- i. The Recipient receives prior written approval from the FMCSA before the reimbursement vouchers are submitted;
- ii. The costs are necessary to conduct the project; and
- iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. §225, Appendix B, special equipment over \$5,000), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

**g. Disallowed Costs.**

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

- i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
- ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

#### **Section 18. Reports.**

##### **a. Performance Progress Reports.**

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i.** An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii.** A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;
- iii.** An outline of work and activities planned for the next reporting period; and
- iv.** Provide status update/resolution for all outstanding findings from program reviews and/or audits.

**b. Quarterly Financial Status Reports.**

The Recipient shall furnish one (1) copy of a quarterly financial status report to the Grant Manager, and one (1) copy to the Grants Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

**Section 19. Non-Discrimination:**

The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of The Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 504 and 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794, 794d), which prohibit discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.* relating to nondiscrimination in the sale, rental or financing of housing; (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**Section 20. Executive Order on Equal Opportunity Related to Contracts.**

- a. The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.
  - i. The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
  - ii. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

**Section 21. Employment Policies.**

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

**Section 22. Property.**

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 49 CFR parts 18 and 19, whichever applicable.

A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, or the requirements of 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the 49 C.F.R. Part 18 or 49 C.F.R. Part 19, as applicable, as well as the Grant Provisions and Assurances that follow, unless FMCSA determines otherwise in writing.

Under this Section, local governments, Indian tribal governments, research institutions, hospitals, and nonprofit organizations, as well as for profit organizations, will be collectively referred to as a "Non-State Recipient" in circumstances the responsibilities of the State Recipient will be distinguished from the responsibilities of the Non-State Recipient.

**a. Use of Project Property.**

The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the



award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

**b. Maintenance.**

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

**c. Records.**

The State Recipient agrees to maintain records in accordance with State law and procedures.

The Non-State Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

**d. Incidental Use.**

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

**e. Encumbrance of Project Property.**

The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

**i. Written Transactions.**

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or

any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

**ii. Oral Transactions.**

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

**iii. Other Actions.**

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

**iv. Purpose**

The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

**f. Transfer of Project Property.**

The State Recipient agrees to transfer Project property in accordance with State law and procedures.

The Non-State Recipient understands and agrees as follows:

**i. Non-State Recipient Request.**

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).

**ii. Federal Government Direction.**

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

**iii. Leasing Project Property to Another Party.**

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either

through a written lease between the Non-State Recipient and lessee, or another similar document. Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents.

**g. Disposition of Project Property.**

The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State, as authorized by 49 C.F.R. § 18.32(b).

The Non-State Recipient agrees to dispose of Project property as follows:

With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

- i. **Project Property with Expired Useful Life.** When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.
- ii. **Project Property Prematurely Withdrawn from Use.** For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:
  1. **Notification Requirement.** The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
  2. **Calculating the Fair Market Value of Prematurely Withdrawn Project Property.** The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
    - A. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line

depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

**B. Real Property.** The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

**3. Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

**h. Financial Obligations to the Federal Government.**

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

- i. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or
- ii. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

**i. Insurance Proceeds.**

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

**j. Transportation of Hazardous Materials.**

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

**k. Misused or Damaged Project Property.**

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

**l. Responsibilities after Project Closeout.**

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

**Section 23. Davis-Bacon Act Requirements.**

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 *et seq.*) regarding labor standards for federally-assisted construction sub-agreements.

**Section 24. Environmental Requirements.**

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO

11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

**Section 25. Government Rights (Unlimited).**

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

**a. Patent Rights.**

If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

**b. Data Rights.**

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog

ATTACHMENT C

item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.
- ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
  2. Any rights of copyright to which a Recipient, subgrantee, or a third party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subgrantee, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided

that such incorporated material is identified by the Recipient at the time of delivery of such work.

Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

**c. Acknowledgment or Support and Disclaimer.**

i. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

1. "This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement, dated \_\_\_\_."
2. *(fill-in appropriate identification of grant/cooperative agreement);*
3. All Recipient publications must also contain the following:
  - A. "Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."
  - B. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

**Section 26. Drug Free Workplace.**

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

**Section 27. Background Screening.**

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a Federally controlled facility for



more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

**Section 28. Site Visits.**

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subgrantee or subcontractor under this Agreement, the Recipient shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subgrantee or subcontractor.

**Section 29. Liability.**

The Recipient agrees to be liable for all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of Recipient, its officers, employees, or (members, participants, agents, representatives, as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

**Section 30. Right of FMCSA to Terminate Agreement.**

**a. General Right to Suspend or Terminate Assistance Agreement.**

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days notice of its intention to terminate this agreement.

**b. Financial Obligations of the Government.**

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date, to the extent those obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FMCSA reserves the right to require the

Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

**c. De-obligation of Funds.**

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If the recipient accedes to de-obligation, a grant amendment/modification must be in place.

**Section 31. Project Completion, Settlement, and Closeout.**

**a. Project Completion.**

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

**b. Remittance of Excess Payments.**

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA funding due, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

**c. Project Closeout.**

Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Recipient by this Agreement or by the FMCSA's final notification or acknowledgment.

**Section 32. Severability.**

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

**Section 33. Entire Agreement and Amendments.**

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by the each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding.

**Section 34. Use of Information Obtained.**

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

**Section 35. Miscellaneous Provisions.**

**a. Prohibition on Human Trafficking.**

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

**b. Wild and Scenic Rivers Act of 1968.**

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

**c. Fly America Act.**

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

**d. Criminal and Prohibited Activities.**

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount

provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

**Section 36. Laptop Encryption.**

All laptops used by Recipients, subgrantees, and contractors in carrying out the Recipient’s project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryptions standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than September 30, 2013.

**Section 37. Commercial Vehicle Information Systems and Networks (CVISN) provisions.**

The following provisions apply where applicable.

**a. Compliance with the National ITS Architecture.**

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and required by law.

**b. Interoperability.**

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

**c. Independent Evaluation.**

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

**d. Dedicated Short Range Communications.**

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

**Section 38. Certification.**

The Recipient certifies that the statements it made in the grant application are true and correct and Recipient understands that any false statements made as part of these certifications can be prosecuted.

**COST ANALYSIS INSTRUCTIONS FOR NON-COMPETITELY PROCURED AGREEMENTS**

Ft. Lauderdale PD

Reimbursement for 2012 SaDIP Sub-Recipient Agreement

Contract No. HSMV-6387-14

Line Item Budget Category *	Amount Total Budget	% Allocated to this Agreement	Amount Allocated to This agreement	Allowable	Reasonable	Necessary
Equipment	\$22,170.00	100%	\$22,170.00	✓	✓	✓
<b>Total Expenses</b>	\$22,170.00	100%	\$22,170.00	✓	✓	✓
<b>TOTAL</b>	\$22,170.00	100%	\$22,170.00	✓	✓	✓

\*Detail Attached

**CERTIFICATION**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Project Manager Name: Deborah Todd

Project Manager Title: Program Manager

Deborah Todd, Program Manager  
Signature

Date: 4/1/14

**Contact Information:**

Phone: (850) 617-2591

E-Mail: deborah todd@flhsmv.gov



**Julie L. Jones**  
Executive Director

2900 Apalachee Parkway  
Tallahassee, Florida 32399-0500  
www.flhsmv.gov



**Rick Scott**  
Governor

**Pam Bondi**  
Attorney General

**Jeff Atwater**  
Chief Financial Officer

**Adam Putnam**  
Commissioner of Agriculture

February 20, 2014

TO: All Law Enforcement Agencies Receiving Safety Data Improvement Project  
(2012 SaDIP) Portable Computing Devices and Mounting Hardware Funding  
Awards

FROM: Maureen Johnson, Chief *M. Johnson*  
Division of Motorist Services  
Bureau of Records

SUBJECT: Technical Assistance: Reimbursement Guidelines

In an effort to assist law enforcement agencies in increasing their use of e-crash reporting, the Department of Highway Safety and Motor Vehicles (DHSMV) applied for, and was granted, a Federal Motor Carrier Safety Administration (FMCSA) Safety Data Improvement Project (SaDIP) grant.

After the successful execution of the Sub-Recipient Agreement (SRA) between your agency and the Department of Highway Safety and Motor Vehicles, your agency will be reimbursed for the purchase price of Portable Computing Devices and mounting hardware to be used for electronically reporting CMV crash data.

Each awarded agency is asked to read, accept and sign the attached SRA in order to receive reimbursement, for the purchase of Portable Computing Devices and mounting hardware, through funds allotted to the Department by the SaDIP grant. As a sub-recipient of federal funds, your agency is bound by the Code of Federal Regulations- Title 49: Transportation, subpart 49 CFR 18.26, 18.36 and 19.40. Please review and comply with these guidelines when purchasing your hardware.

It is important that the SRA is reviewed and signed by the appropriate authority within your organization to ensure that the policies of the SRA are maintained within your entire organization. Only one SRA is required per organization. Changes in Administration or of a contact person do not constitute the need to re-issue another SRA. Written notification of such changes should be submitted to the DHSMV at [E-Crash@flhsmv.gov](mailto:E-Crash@flhsmv.gov).

The Department will be reimbursing award recipients through My Florida Market Place (MFMP). In order to receive your award, your agency must be a MFMP registered vendor with a validated W-9. If your agency is not currently a registered vendor, you can register at:



[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/vendor\\_toolkit/mfmp\\_vendor\\_registration](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_toolkit/mfmp_vendor_registration)

If your agency needs assistance registering as a vendor, please contact Laura Adams at [lauraadams@flhsmv.gov](mailto:lauraadams@flhsmv.gov) or 850-617-3203. ***Please note that no funds will be distributed to agencies that are not MFMP registered vendors with a validated W-9.***

In addition, when submitting your original itemized invoices for reimbursement please ensure that the following information is included:

- Proof of payment (If unsure of proof of payment documentation requirements, please contact ***The Bureau of Accounting, Virgil Walker, at [virgilwalker@flhsmv.gov](mailto:virgilwalker@flhsmv.gov)***)
- Serial numbers of all hardware purchased

Your Agency's SRA is attached. To complete a SRA, please follow the instructions below:

- Print the SRA attached
- Complete the SRA
- Return the signed SRA to [E-Crash@flhsmv.gov](mailto:E-Crash@flhsmv.gov) for expedited processing.
- Mail the signed SRA to:

Department of Highway Safety & Motor Vehicles  
Attn: Phillip Fender  
2900 Apalachee Parkway  
Room A213  
Tallahassee, FL 32399

For questions regarding the completion of the Sub-Recipient Agreement, please contact Phillip Fender at (850) 617-2584 or [E-Crash@flhsmv.gov](mailto:E-Crash@flhsmv.gov).