Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members Board of County Commissioners

Agenda Item No. 9(A)(2)

From: George M. Burgess
County Manager

Subject: 2008-09 Highway Safety Sub Grant Resolution

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the 2008-09 Highway Safety Sub Grant Agreement with the State of Florida, Department of Transportation for Miami-Dade Fire Rescue (MDFR). The grant awards $64,624 to purchase emergency scene roadway safety items for MDFR vehicles. The grant period starts October 1, 2008 through September 30, 2009.

Fiscal Impact/Funding Source

The Highway Safety Sub Grant Agreement provides funds to state and local safety-related agencies to provide programs that address roadway safety issues. Highway Safety funds are apportioned to states annually from the National Highway Traffic Safety Administration (NHTSA) according to a formula based on population and road mileage. Forty percent (40%) of the funds must be provided for locally-based programs. The Florida Department of Transportation awards funds base on a competitive application process. There is no requirement to match the allocation with county funds.

Track Record/Monitoring

The awards will be monitored by the MDFR Grants Management Bureau for compliance and consistency with applicable OMB Circulars, audit requirements and award criteria.

Background

The Highway Safety Grant Program Section of the State Safety Office administers various traffic safety behavioral grant programs including the State and Community Highway Safety (Section 402) Grant Program. This Federally-funded program is authorized nationally under Section 402, Title 23 U.S.C., and in Florida by Section 334.044(25) F.S. and Rule 14-98. Grant funds are provided to state and local safety-related agencies for initial costs to either start-up new safety programs or enhance existing ones in various traffic safety areas.

Annual problem identification and goal setting by the Highway Safety Grant Program Section staff leads to the issuance of grants for safety projects that address the identified problems and goals of the NHTSA and FDOT. The projects selected for funding are included in an annual Highway Safety Plan which is approved by the Governor's Highway Safety Representative.

Upon approval of the Highway Safety Sub Grant by Florida Department of Transportation, MDFR will purchase roadway safety items for use at emergency scenes throughout the county to decrease the number of secondary accidents along the roadway involving emergency responders.

This initiative will not only improve safety conditions for emergency responders, motorists and pedestrians, but these warning devices will aid in improving traffic flow and direction from an emergency incident. This initiative will ultimately decrease the congestion and the occurrence of pile-ups at emergency scenes.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: November 20, 2008

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
11-20-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE AND, EXPEND FUNDS FROM THE HIGHWAY SAFETY GRANT PROGRAM TO PURCHASE EMERGENCY SCENE ROADWAY SAFETY ITEMS FOR MIAMI-DADE FIRE RESCUE VEHICLES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND AMEND SUCH CONTRACTS, AUTHORIZE SUB GRANT AGREEMENTS AND NECESSARY AMENDMENTS TO ANY AGREEMENT AS REQUIRED; TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM; AND TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS the State Department of Transportation receives an annual appropriation from the National Highway Traffic Administration (NHTA) for roadway and safety projects; and

WHEREAS, the State Department of Transportation sub awards these grant funds to local governmental agencies; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the Mayor or his designee to apply for, receive and expend Highway Safety grant funds in the amount of $64,624, awarded by the State Department of Transportation from October 1, 2008 through September 30, 2009 for the purchase of emergency scene safety items for Miami-Dade Fire Rescue vehicles; authorizing the Mayor or his designee to execute and modify any necessary agreements for additional funds or to extend the performance period; and authorizing the Mayor or his designee to execute substantially the form attached hereto and

made a part hereof; and authorizes the Mayor or his designee to execute such contracts and agreements that are required in this application, subject to County Attorney approval, for and on behalf of Miami-Dade County; and to file and execute any amendments to the application.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. D.F.

Daniel Frastai

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SUBGRANT APPLICATION FOR HIGHWAY SAFETY FUNDS

500-065-01
SAFETY
09/08

For D.O.T Use Only **Project Number:**	**DOT Contract Number:**
Federal Funds Allocated:	**Date Approved:**
Subgrant Period:	**Date Revised:**
Subgrant History: (1) **(2)** **(3)**	

Part I: GENERAL ADMINISTRATIVE INFORMATION

(See Instructions for Highway Safety Subgrant Applications)

1. Project Title: Miami-Dade Emergency Responder Roadway Safety Program

2. Type of Application: ☒ Initial ☐ Continuation

3. Requested Subgrant Period: 10/1/2008 to 9/30/2009

4. Support Sought: $64,624.00 Matching Share: Total Budget: $64,624.00

5. Applicant Agency (Subgrantee):
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, FL 33178

Telephone: (786) 331 - 4470

6. Implementing Agency:
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, FL 33178

Telephone: ( ) -

7. Federal ID Number:
59-6000573

8. State FLAIR Number(State Agencies)

9. Chief Financial Officer:
Scott Mendelsberg
9300 NW 41st Street
Doral, FL 33178

Contact: Gina Drakes
9300 NW 41st Street
Doral, FL 33178
(786) 331-4478

Telephone Number: (786) 331 - 4470

Fax Number: (786) 331 - 4471

E-Mail Address: Katrina.hollis-baker@miamidade.gov

10. Project Director:
Tim Gibbons
9300 NW 41st Street
Doral, FL 33178

Telephone Number: (786) 331 - 4470

Fax Number: (786) 331 - 4471

E-Mail Address:

Subgrant funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration, **Catalog of Federal Domestic Assistance Number – 20.6__**, State and Community Highway Safety Program, through the Florida Department of Transportation. The Dun and Bradstreet **Data Universal Numbering System (DUNS) Number** for the Florida Department of Transportation is **80-939-7102**.

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Part II: PROJECT PLAN AND SUPPORTING DATA

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

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

Statement of Problem: Miami-Dade County is Gateway to Latin America and the Caribbean and a global hub for tourism, commerce and transportation. Miami-Dade's transportation network includes 45 miles of interstate freeways (I-95 and I-75), 550 miles of major roadways including the Florida Turnpike, State Road 836 and 826, as well as 5,600 miles of local streets and roads.

On average 490,000 vehicles enter the County daily and a total of 8.2 million trips are generated within County limits during weekdays. In 2006, the Florida Department of Transportation reported that over 40,000 accidents occurred on Miami-Dade County roadways (DHSMV, Florida Traffic Crash Facts, 2006). Miami-Dade Fire Rescue (MDFR) responded to over 15,000 of these accidents. Motor vehicle emergency scenes are the most dangerous for MDFR's emergency responders, as they are in imminent danger of being fatally injured in secondary incidents while responding to incidents to which they were originally dispatched. In 2006 over 63% of accidents involving firefighters and paramedics occurred while they were at the scene of motor vehicle accidents (Firefighter Life Saving Initiative).

On 04/18/2006 a Miami-Dade Fire Rescue Engine was hit by an out of control vehicle resulting in the death of the motorist. More recently an accident occurred on 03/08/2008 along I-95 near Ives Dairy Road, where three Miami-Dade Fire Rescue responders were critically injured after an out of control vehicle barreled down the street and slammed into their rescue truck as they were treating an injured motorist along the side of the roadway. All three firefighters were critically injured and rushed to the nearest trauma center with serious injures. One of the firefighters had severe head trauma and required numerous stitches. Miami-Dade Fire Rescue experiences an average of six accidents a year involving Miami-Dade Fire Rescue vehicles. Many of these accidents could be avoided if the motorists were aware of first responders earlier.

The lack of visibility and public awareness for responders on scene are the root of these accidents. Such incidents will rise proportionately as the County's population increases. By the year 2030 Miami-Dade's population is projected to increase by 43 percent to about 3,149,300 citizens, this will result in more cars and an increase in incidents that require fire and police response. In addition major multi-year construction projects scheduled for the Homestead Extension of Florida's Turnpike and work on I-95 to include Congestion Managed Lanes, will increase the potential for accidents and danger involving our first responders.

Proposed Solution: Emergencies scenes along our roadways must be made safer to protect our emergency responders before another firefighter or paramedic is innocently injured or killed. MDFR's proposed solution is to reduce death and injury rates for Firefighters/EMT and Paramedics that respond to incidents alongside Miami-Dade County's roadways. MDFR has proposed a solution to safeguard the accident scenes and protect our emergency responders and MDFR's life saving equipment. The first step in this safety measure is to ensure that first responders are visible to on-coming vehicles. Miami-Dade Fire Rescue will purchase emergency safety items to include an emergency traffic control sign system that is highly visible and will direct traffic from personnel and vehicles at emergency scenes. MDFR will also purchase and utilize reflective cones and battery operated high-visible ultra-bright LED flares to effectively alert drivers to an upcoming emergency incident. MDFR will also purchase storage bags to secure these safety items and ensure that they are fully operational when needed. This initiative will not only improve safety conditions for emergency responders, motorist and pedestrian, but these warning devices will aid in improving traffic flow and direction from an emergency incident. This will decrease the congestion and the occurrence of pile ups at emergency scenes.

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

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

Objectives:
To improve the safety of firefighters and paramedics responding to emergencies on the roadways of Miami-Dade County through increase visibility.

To decrease the occurrence of secondary accidents occurring during a response to a roadway incident, therefore decreasing injury and deaths rates for emergency responders.

To improve the safety of Miami-Dade County roadways during emergency incidents.

To decrease traffic congestion and delays following emergency incidents on the roadways.

Evaluation:
Record the number of incidents of rear- collision/ close calls for emergency responders due to secondary incidents.

Record the number of secondary alarms from secondary incidents.

Record the traffic congestion during emergency incidents on the roadways.

Milestones	Timetable for Milestones											
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
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Part III: PROJECT DETAIL BUDGET

Project Title: Miami-Dade Emergency Responder Roadway Safety Program

Project Number: RS-09-15-04

Contract Number:

BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
A. Personnel Services				
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$ 0**	**$ 0**	**$ 0**	**$ 0**
B. Contractual Services				
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$ 0**	**$ 0**	**$ 0**	**$ 0**
C. Expenses				
70 Emergency Sign Systems @ $245 ea.	$17,150	$17,150	$0	$0
70 Battery Power Flares $499 ea.	$34,930	$34,930	$0	$0
70 Sets O (4) 28" Collapsible Traffic Cones @139 per unit	$9,702	$9,702	$0	$0
70 Emergency Storage Bags @ 40.60 ea.	$2,842	$2,842	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
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	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$64,624**	**$64,624**	**$ 0**	**$ 0**

Budget Modification Number: _____
Effective Date: _____

Part III: PROJECT DETAIL BUDGET

Project Title: Miami-Dade Emergency Responder Roadway Safety Program

Project Number: RS-09-15-04

Contract Number:

BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
D. Operating Capital Outlay				
	$ 0		$0	$0
		$0		
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
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	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$ 0**	**$ 0**	**$ 0**	**$ 0**
E. Indirect Cost				
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Total Cost of Project	**$64,624**	**$64,624**	**$ 0**	**$ 0**

Budget Modification Number: _____
Effective Date: _____

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BUDGET NARRATIVE

Project Title: asMiami-Dade Emergency Responder Roadway Safety Program

Project Number: RS-09-15-04

Contract Number:

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

(70) COMPACT SIGN SYSTEMS @ $245 ea. Total $17,150
Comprised of theTrafficMaster sign stand with two vertical springs and manufactured with aircraft aluminum alloy legs and uprights. Features kick release legs that are independently adjustable for uneven terrain and a drop & lock upright. Includes the Compact style pink retro-reflective sign, featuring a single trigger release mechanism for rapid deployment and take-down. This equimpent is necessary to warn motortist of upcoming emergency scenes. This equipment will assist in increasing the visibility of emergency responders on the roadways.

(70) SETS OF (6) RECHARGEABLE ELECTRONIC FLARES @ $499ea. Total $34,930
Each flare is 4.25" in diameter and 1.25" tall. Available with orange or yellow shells. Includes recharging tray and carrying case. Flares have LED lights with 10 different flashing lights. This equipment is necessary to divert traffic around emergency traffic scenes and ultimately assist in decreasing the occurrence of secondary accidents involving emergency responders on Miami-Dade County roadways.

(70) SETS OF (4) 28" COLLAPSIBLE TRAFFIC CONES @138 ea. Total $9,702
This equimpment will assist in decreasing the traffic congestion and delays following emergency incidents on the roadways. These Traffic Cones will assit emergency responders in redirecting traffic at emergency scenes.

(70) COMPACT SIGN STORAGE BAGS @ 40.60 ea. Total $2,842
Holds one complete Compact sign system (sign stand & compact sign). Heavy-duty nylon cordura with handles. Side loading with heavy-duty zipper. Velcro closure at top. Reinforced molded plastic bottom. The storage bags will assist in protecting the compact sign systems to ensure availabitly when needed at emergency scenes.

Budget Modification Number: _____
Effective Date: _____

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Part IV: REPORTS

Quarterly Progress Report Narrative for the _____ quarter.

Project Title: Miami-Dade Emergency Responder Roadway Safety Program

Project Number: RS-09-15-04

Implementing Agency: Miami-Dade Fire Rescue

Project Director: Tim Gibbons

Describe the subgrant activities that took place during the quarter. Attach newspaper clippings, press releases, photos and other items that document activities. Use additional sheets if necessary. The *Quarterly Progress Report of Performance Indicators* should be sent to the DOT Safety Office along with the narrative within 30 days of the end of each quarter.

QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

for the _____ quarter.

Project Title: Miami-Dade Emergency Responder Roadway Safety Program

Project Number: RS-09-15-04

Implementing Agency: Miami-Dade Fire Rescue

Project Director: Tim Gibbons

Performance Indicators	Milestones Accomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Month Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
			0			0
			0			0
			0			0
			0			0
			0			0
			0			0
			0			0
			0			0
			0			0

Final Narrative Report

Project Title: [Miami-Dade Emergency Responder Roadway Safety Program

Project Number: RS-09-15-04

Implementing Agency: Miami-Dade Fire Rescue

Project Director: Tim Gibbons

The following is a chronological narrative history of the above listed project in accordance with *Part V: Acceptance and Agreement, Conditions of Agreement, 1. Reports.* This report is an accurate accounting of the project performance and accomplishments. Attach additional sheets as needed.

Part V: Acceptance and Agreement

Conditions of Agreement. Upon approval of this Subgrant Application for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

1. Reports. The subgrant year quarters are October 1 - December 31, January 1 - March 31, April 1 - June 30, and July 1 - September 30. The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.

2. Responsibility of Subgrantee. The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; OMB Circular A-87, **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, (hereinafter referred to as Applicable Federal Law).

3. Compliance with Chapter 287, Florida Statutes. The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(a), Florida Statutes.

(a) Section 287.133 (2)(a), F.S.
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Section 287.134 (2)(a), F.S.
An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. Approval of Consultant and Contractor Agreements. The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.

All consultant agreements will contain the following statement:

> The parties to this contract shall be bound by all applicable sections of **Part V: Acceptance and Agreement** of Project # (insert project number), DOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited.

5. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law and state law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the subgrantee.

6. Travel. Travel costs for approved travel shall be reimbursed in accordance with the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, but not in excess of provisions in Section 112.061, Florida Statutes. All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-grant-specified work area travel shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding $100 per day that are to be reimbursed. Rates exceeding $100 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds $100.

7. Written Approval of Changes. The subgrantee or implementing agency shall obtain prior written approval from the State Safety Office for changes to the agreement. Changes to the agreement will be approved which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the subgrantee require the change. For example:

(a) Changes in project activities, milestones, or performance indicators set forth in the approved application.
(b) Changes in budget items and amounts set forth in the approved application.
(c) Changes to personnel in positions that are being reimbursed by this agreement.

Changes to the subgrant agreement shall only be requested by the Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency. Requests for changes to the subgrant budget must be postmarked no later than June 30 of the fiscal year to be considered. Requests for budget changes postmarked after June 30 will be denied.

8. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41U.S.C. 253(g) (currently $25,000).

9. Commencement of Projects. If a project has not commenced within 30 days after the acceptance of the subgrant award, the subgrantee or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subgrantee or its implementing agency to the State Safety Office. The subgrantee agrees that if the letter is not received in the 60 days, the State Safety Office will cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the State Safety Office.

10. Excusable Delays.

(a) Except with respect to the defaults of subgrantee's or implementing agency's consultants and contractors which shall be attributed to the subgrantee, the subgrantee and its implementing agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the subgrantee or its implementing agency. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrantee. If the failure to perform is caused by the failure of the subgrantee's or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee, its implementing agency and its consultant or contractor, and without the fault or negligence of any of them, the subgrantee shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the State Safety Office shall have ordered the subgrantee or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subgrantee or its implementing agency shall have failed to comply reasonably with such order.
(b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

11. Obligation of Subgrant Funds. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant application are eligible for reimbursement. A cost is incurred when the subgrantee's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the subgrantee or its implementing agency, notwithstanding the date of order.

12. Performance. In the event of default, noncompliance, or violation of any provision of this agreement by the subgrantee, the implementing agency, the subgrantee's consultant(s) or contractor(s) and supplier(s), the subgrantee agrees that the Department will impose sanctions. Such sanctions include withholding of payments, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the subgrantee and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

13. Access to Records and Monitoring. The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), and the Chief Financial Officer and Auditor General of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the subgrantee and its implementing agency, and to relevant books and records of the subgrantee, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and status checks of subgrant activity via telephone calls from Safety Office staff to subgrantees. By entering into this agreement, the subgrantee and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the subgrantee or its implementing agency is performed, the subgrantee agrees to bring the project into compliance with the subgrant agreement. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The Department shall unilaterally cancel this subgrant if the subgrantee or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the subgrantee or its implementing agency in conjunction with the subgrant.

14. Audit. The administration of resources awarded by the Department to the subgrantee may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fsaa.state.fl.us.

Recipients of federal funds (i.e. state, or local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

In the event that the subgrantee expends $500,000 or more in Federal awards in its fiscal year, the subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Page 1 of this agreement indicates the source of Federal funds awarded through the Florida Department of Transportation by this agreement. In determining the Federal awards expended in its fiscal year, the subgrantee shall consider all sources of Federal awards, including Federal funds received from the Department of Transportation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subgrantee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed above, the subgrantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the subgrantee expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subgrantee expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the subgrantee directly to each of the following:

(a) Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

(b) Federal Audit Clearinghouse
Bureau of the Census
1201 East 10 Street
Jeffersonville, IN 47132

(c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

In the event that a copy of the reporting package for an audit required by this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the subgrantee shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the subgrantee's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the subgrantee shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued to the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

15. Retention of Records. The subgrantee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or Auditor General access to such records upon request. The subgrantee shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 07). Appropriate documentation supportive of the reported costs must accompany each claim.

The subgrantee or its implementing agency shall submit financial reimbursement forms to the Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. Reimbursement for subgrants with personnel costs shall be made after every two pay periods if paid bi-weekly. Personnel costs reimbursement shall be requested monthly if payroll is on a monthly basis. Failure to submit reimbursement requests in a timely manner shall result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of $5,000 or more and a useful life of one year or more shall be accompanied by a **Non-Expendable Property Accountability Record** (FDOT Form No. 500-065-09). Payment of the Operating Capital Outlay costs shall not be made before receipt of this form.

A final financial request for reimbursement shall be postmarked no later than October 31 following the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner shall result in denial of payment. The subgrantee agrees to forfeit reimbursement of any amount incurred if the final request is not postmarked by October 31 following the end of the subgrant period.

The Safety Office has a 30-day review process of financial reimbursement requests from the date of receipt. Reimbursement requests will be returned if not completed properly.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 49 CFR, Section 18.34, 49 CFR, Section 19.36, or OMB Circular A-110.

In addition to the provisions for 49 CFR, Part 18 and 49 CFR, Part 19, the State Safety Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

(a) The copyright in any work developed under a subgrant or contract under a subgrant; and
(b) Any rights of copyright to which a subgrantee or a contractor purchases ownership with subgrant support.

18. Property Accountability. The subgrantee or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110. This obligation continues as long as the property is retained by the subgrantee or its implementing agency, notwithstanding the expiration of this agreement.

19. Disputes. Any dispute, disagreement, or question of fact arising under the agreement shall be decided by the State Safety Office in writing and shall be distributed to parties concerned. A written appeal may be made within 30 calendar days to the Governor's Highway Safety Representative at the Florida Department of Transportation, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399-0450, whose decision is final. The subgrantee and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision.

20. Conferences, Inspection of Work. Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

21. Publication and Printing of Observational Surveys and Other Reports.

(a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the State Safety Office for review and concurrence.
(b) Each publication or other printed report covered by Paragraph 21.a. above shall include the following statement on the cover page:
   (1) This report was prepared for the State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
   (2) The conclusions and opinions expressed in these reports are those of the subgrantee and do not necessarily represent those of the State of Florida, Department of Transportation, State Safety Office, the U.S. Department of Transportation, or any other agency of the State or Federal Government.

22. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The subgrantee and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60.

23. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the subgrantee and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of subgrantee, implementing agency, and its contractor, consultant, agents and employees. The subgrantee and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the subgrantee's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

24. Disadvantaged Business Enterprises (DBE).

(a) The subgrantee and its implementing agency agree to the following assurance:

The subgrantee and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26. The subgrantee shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the subgrantee of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) The subgrantee and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the subgrantee, its implementing agency, or the Department deems appropriate.

25. Restrictions on Lobbying. The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with 49 CFR, Part 20, **New Restrictions on Lobbying**, for filing of certification and disclosure forms.

No funds granted hereunder shall be used for the purpose of lobbying the legislature, the judicial branch, or state agencies. Section 216.347, Florida Statutes.

26. How Agreement is Affected by Provisions Being Held Invalid. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

27. Federal Requirement for Public Service Announcements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

28. Public Awareness Materials and Promotional Items. All public awareness materials and promotional items reimbursed with subgrant funds shall contain a traffic safety message. Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation." shall appear on all items.

The name of the subgrantee or implementing agency and its logo can appear on printed materials and promotional items. The names of individuals connected with the subgrantee shall not appear on printed materials and promotional items paid for with Federal highway safety funds.

Before printing public awareness materials or ordering promotional items, a final draft or drawing of the items shall be submitted to the State Safety Office for review. The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies of all public awareness materials purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

29. Term of Agreement. Each subgrant shall begin on the date of the last party to sign the agreement and shall end on September 30, following, unless otherwise stipulated by the State Safety Office on the first page of the respective agreement. The subgrant period shall not exceed 12 months.

30. Clean Air Act and Federal Water Pollution Control Act. For subgrant awards in excess of $100,000 the subgrantee and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). The subgrantee shall include this provision in all subcontract awards in excess of $100,000.

31. Personnel Hired Under Agreement. The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded.

Any and all employees of the subgrantee or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subgrantee or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subgrantee or its implementing agency.

32. Repossession of Equipment. Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee and its implementing agency; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. Any equipment purchased with Federal highway safety funds that is not being used by the subgrantee or its implementing agency for the purposes described in the subgrant shall be repossessed by the State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this subgrant.

33. Replacement or Repair of Equipment. The subgrantee and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of use. Federal regulations prohibit funding equipment replacement.

34. Ineligibility for Future Funding. The subgrantee and its implementing agency agree that the Department shall find the subgrantee or its implementing agency ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits,
(b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
(c) Failure to provide required quarterly and final reports in the required time frame,
(d) Failure to perform work described in Part II of the subgrant agreement,
(e) Providing fraudulent quarterly reports or reimbursement requests,
(f) Misuse of equipment purchased with Federal highway safety funds.

35. Safety Belt Policy. Each subgrantee and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be submitted with the subgrant application.

36. Safety Belt Enforcement. All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant application.

Law enforcement agencies receiving subgrant funds shall participate in the safety belt enforcement waves conducted in Florida and shall report their participation on the appropriate form by the deadline. Failure to participate shall result in the subgrant being terminated.

37. Certification for Equipment Costing More than $500 per Item. The head of any implementing agency purchasing equipment costing more than $500 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment, whether the equipment was purchased with federal, state, or local funds.

38. Checkpoint Reporting. Any law enforcement agency that conducts DUI checkpoints shall attach a copy of the **After Action Report** for each checkpoint operation conducted during a quarter to its **Quarterly Progress Report of Performance Indicators**.

39. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

40. Special Conditions.

PROJECT NUMBER: RS-09-15-04

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For DOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

Attest: _____

FEDERAL FUNDS ALLOCATED

_____

Reviewed for the Department of Transportation:

By: _____
Attorney - DOT

Date: _____

SUBGRANTEE

Miami-Dade Fire Rescue
Name of Applicant Typed

By: _____
Signature of Authorized Representative

_____
Authorized Representative's Name Typed

Title: _____

Date: _____

Attest: _____
Signature of Witness

ADMINISTRATOR OF IMPLEMENTING AGENCY

By: _____
Signature of Administrator

_____
Administrator's Name Typed

Title: _____

NOTE: No whiteout or erasures accepted on this signature page.