

Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 3(B)(3)

From: Daniella Levine Cava
Mayor



Resolution No. R-961-23

Subject: Grant Subaward Agreement with the National Safety Council for the Vision Zero Program

Executive Summary

The purpose of this item is for the County Commission to approve the County's execution of a grant subaward agreement with the National Safety Council for \$150,000 for the delivery of a Vision Zero Dashboard and Local Community Liaison Pilot Project for the Vision Zero Program. The Dashboard will establish an online, public-facing GIS-based website to ensure official, consistent reporting among area agencies as recommended in the Miami-Dade County Vision Zero 2021 Framework Plan. The Local Community Liaison Pilot Program will strengthen existing relationships between community action groups and vulnerable communities in Miami-Dade County as project planning for safety improvements will reflect the community's input. The federal participation rate for this agreement is 100 percent of eligible costs, which includes salaries and fringe benefits. No local match is required.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms of and authorize the County Mayor or County Mayor's designee to execute a subaward agreement in substantially the form attached hereto with the National Safety Council (NSC) and National Highway Traffic Safety Administration (NHTSA) to provide \$150,000 in federal Fiscal Year 2024 Road to Zero Community Traffic Safety grant program funding to deliver a Vision Zero Dashboard and Local Community Liaison Pilot Project. It is further recommended that the Board authorizes the receipt and expenditure of funds as specified under the agreement.

Scope

The development of the Vision Zero Dashboard will impact all Commission districts and is thus countywide in nature. The Local Community Liaison Pilot Project will focus on the neighborhood of Overtown, in the City of Miami and Miami-Dade Commission District 3, represented by Commissioner Hardemon, and in the West Kendall community, in unincorporated Miami-Dade County and Miami-Dade Commission Districts 7, 10 and 11 represented by Commissioners Regalado, Rodriguez, and Gonzalez, respectively.

Delegation of Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor's designee to execute the agreement and receive and expend these and any additional funds should they become available.

Fiscal Impact/Funding Source

This agreement will provide \$150,000 in federal funding (i.e., 20.614 NHTSA Discretionary Safety Grants). The federal participation rate for this agreement is 100 percent of eligible costs, which includes salaries and fringe benefits. No local match is required.

Track Record/Monitor

Paola Baez, Department of Transportation and Public Works, Chief of Multimodal Development, Transportation Planning and Policy, will oversee the administration of the grant agreement.

Background

On December 31, 2022, Miami-Dade County Department of Transportation and Public Works (DTPW) submitted a grant application for the Road to Zero Community Traffic Safety grant program managed by NSC. The grant application requested \$200,000 to develop a Vision Zero Dashboard and to conduct a Local Community Partners Liaison Pilot Program. These efforts aim to advance the County's Vision Zero goal to end traffic fatalities and serious injuries by 2040 by promoting a safety culture through stakeholder collaboration and increased public outreach. The Vision Zero Dashboard will establish an online, public-facing GIS-based website to ensure official, consistent reporting among area agencies as recommended in the Miami-Dade County Vision Zero 2021 Framework Plan. The dashboard will be designed to update automatically, ensuring aggregate fatality, severe injury, and High Injury Network (HIN) crash data are publicly available for agency staff, partners, and elected officials to establish a coordinated baseline for messaging and monitoring progress towards achieving the community's Vision Zero goal. The Local Community Liaison Pilot Program will strengthen existing relationships between community action groups and vulnerable communities in Miami-Dade County. These existing relationships are sustained through the County's Community Advisory Committees (CAC), which foster and sustain civic engagement, in addition to Community-Based Organizations (CBOs), such as the Under-represented Peoples' Positive Action Council (UPPAC), Baptist Health and others.

On March 14, 2023, NSC notified DTPW of a funding award of \$150,000. NSC and the NHTSA, the "Prime Funder," entered into a cooperative agreement for the purpose of the Road to Zero Community Traffic Safety grant program, the "Prime Award." Under the terms of the Prime Award, NSC is able to make a subaward to Subrecipients for use in carrying out projects. A time extension has been granted, giving DTPW through September 2024 to complete the pilot.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(3)

Please note any items checked.

- ☐ "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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(3)
11-7-23

RESOLUTION NO. _____ R-961-23

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A FEDERALLY FUNDED GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE NATIONAL SAFETY COUNCIL AND NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION FOR \$150,000.00 IN ROAD TO ZERO COMMUNITY TRAFFIC SAFETY GRANT PROGRAM FUNDS FOR THE DELIVERY OF A VISION ZERO DASHBOARD AND LOCAL COMMUNITY LIAISON PILOT PROJECT; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE AGREEMENT; AND AUTHORIZING THE RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS AS SPECIFIED IN THE AGREEMENT SHOULD THEY BECOME AVAILABLE FOR THIS PROJECT

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:

Section 1. This Board approves the subaward Agreement ("Agreement") between Miami-Dade County and the National Safety Council ("NSC") and National Highway Traffic Safety Administration ("NHTSA"), in substantially the form attached hereto and made a part hereof, to provide \$150,000.00 in Federal Fiscal Year 2024 Road to Zero Community Traffic Safety grant program funds for the delivery of a Vision Zero Dashboard and Local Community Liaison Pilot Project.

Section 2. This Board further authorizes the County Mayor or County Mayor's designee, to execute this Agreement, any time extensions and to receive and expend the Road to

Zero Community Traffic Safety grant program funds as specified in this Agreement and any additional Road to Zero Community Traffic Safety grant program funds should they become available, so long as no additional County matching funds are required.

Section 3. The County staff is authorized to furnish such additional information as NSC or NHTSA may require in connection with the application for this project.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

**Generic Cost Reimbursement Subaward
Uniform Guidance (2 CFR 200) applies.**

SUBAWARD
between
NATIONAL SAFETY COUNCIL ("NSC")
And
County of Miami-Dade, 111 NW 1ST St Ste 1510
Miami, Florida 33128-1919 ("Subrecipient")

(Include information in the below box as required by 2 CFR 200.331)

Subaward Number:
NSC Cost Center: D750 P8760
Subaward Effective Date:
Subaward Expiration Date: September 30, 2024
Subrecipient Indirect Rate Allowed: 10%
Subrecipient Match:
Subrecipient UEI: G4FMKKEM5CH5
Subrecipient Address: 111 NW 1ST St Ste 1510 Miami, Florida 33128-1919
Federal Award Identification Number: 693JJ92150023
Federal Award Project Description: Support for Road to Zero Coalition Initiatives
Federal Award Date: September 30, 2021
Federal Awarding Agency: National Highway Traffic Safety Administration
Subaward Amount: \$150,000
Amount of Federal Funds Obligated by this Subaward: \$150,000
Total Amount of Federal Funds Obligated to the Subrecipient by NSC: \$150,000
Total Amount of the Federal Award Committed to Subrecipient: \$150,000
CFDA Number and Name: 20.614 NHTSA Discretionary Safety Grants
FFATA Reportable: Yes
Research and Development (R&D): No

The NSC representatives for this project are:
Jim Hemphill for Project Manager/Technical
Direction:
Sr. Program Manager III
1121 Spring Lake Dr,
Itasca, IL 60143
jim.hemphill@nsc.org
(630)775 2261

Sarah Franklin for financial/administrative matters:
Sr. Accountant
1121 Spring Lake Dr,
Itasca, IL 60143
sarah.franklin@nsc.org

The Subrecipient representatives for this project are:
Ivan Jimenez for Project Manager/Technical Direction:
Vision Zero Program Manager
Miami-Dade County Department of Transportation and
Public Works
701 NW 1st Court
Suite 1700
Ivan.Jimenez@miamidade.gov
786-469-5078

Mia Marin for financial/administrative matters:
Grants Administration
Miami-Dade County Department of Transportation and
Public Works
701 NW 1st Court
Suite 1700
Mia.Marin@miamidade.gov
786-469-5061

Attachment A
General Terms and Conditions
SUBAWARD AGREEMENT

This subaward agreement (the "**Agreement**") is entered into by and between **NSC** and **Subrecipient**, each of which may be referred to individually as a "Party" and collectively as "Parties," in order for Subrecipient to complete the project Inspiring a Safer Miami through Inclusive Outreach and Education (the "**Project**"), in accordance with the "General Terms and Conditions" attached as **Attachment A** and any other attachments to this Agreement.

BACKGROUND

NSC and National Highway Traffic Safety Administration ("**Prime Funder**") entered into a cooperative agreement for the purpose of the Road to Zero Community Traffic Safety grant program (the "**Prime Award**"). Under the terms of the Prime Award, NSC is able to make a subaward to Subrecipient for use in carrying out the Project. Subrecipient shall be subject to and comply with the terms and conditions contained in the Prime Award that are applicable to Subrecipient, which are attached hereto as **Attachment B**.

NSC is a federally-chartered 501(c)(3) non-profit that advocates for safety at work, in homes and communities, and on the road. NSC desires to enter into an agreement with Subrecipient for Subrecipient to perform certain tasks in furtherance of the objectives set forth in the Prime Award.

The Subrecipient, a federally-chartered Local Government Entity organized under the laws of Florida, wishes to perform, and has represented to NSC that it is capable of performing and is willing to perform the work described herein in support of NSC's performance of the objectives under the Prime Award.

In consideration of the promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Period of Performance

Performance under this Agreement will commence on the Subaward Effective Date stated on the first page (the "Effective Date") and, unless terminated as described below, will automatically expire on the Subaward expiration date (the "Expiration Date") stated on the first page ("Period of Performance"). The Period of Performance may be changed by written agreement of the Parties. Unless otherwise stated, costs incurred outside of the Period of Performance will be disallowed.

2. Scope of Work

- A. Subrecipient shall provide the necessary personnel, services, equipment, and facilities to conduct the work on the Project as described in the scope of work ("Scope of Work") which is attached hereto as Attachment C.**
- B. Subrecipient shall not deviate in any material way from the Scope of Work without the prior written approval of NSC.**

3. Payment Provisions

- A. The total amount paid under this Agreement will not exceed the Subaward Amount, which will be disbursed in accordance with the budget which is attached hereto as Attachment D (the "Budget"). NSC shall not be obligated to pay Subrecipient for any amounts not shown in the Budget. The Subaward Amount may be increased only through mutual written amendment of this Agreement.**
- B. NSC shall have no obligation to disburse funds to Subrecipient under this Agreement, except to the extent that funds are actually disbursed to NSC under the Prime Award.**
- C. None of the Subaward Amount may be used as match to other U.S. Federal awards.**

Attachment A
General Terms and Conditions

- D. To be eligible for reimbursement under this Agreement, a cost must be**
- (i) incurred in accordance with the Budget;**
 - (ii) incurred within the Period of Performance;**
 - (iii) attributable to work covered by this Agreement;**
 - (iv) incurred for work that has been completed in a manner satisfactory and acceptable to NSC;**
 - (v) reasonable; and**
 - (vi) allowable per the cost principles outlined in 2 CFR Part 200.**
- E. Subrecipient shall notify NSC of any negotiations with the Federal Government regarding its current or future indirect rates. Subrecipient shall provide NSC with documentation reflecting any changed or new indirect rate within 30 days of finalizing the rate with the Federal Government, and the Parties shall negotiate the inclusion and applicability of the rate to this Agreement. If Subrecipient fails to reach an agreement with the Federal Government on a new indirect rate that will apply upon the expiration of the current rate, the Parties may negotiate a change to the indirect rate. Upon closeout of the Agreement, NSC shall have no further obligations to pay Subrecipient for costs incurred as indirect rates not paid prior to closeout.**
- F. Subrecipient shall not use Federal funds under this Agreement to supplant (replace) funds from any other sources. If Subrecipient already has funds available to support certain actions or personnel, the Federal funds shall not be used to replace that funding.**
- G. The Subrecipient shall attend a subrecipient-orientation meeting coordinated by NSC. Subrecipient may be subject to additional approval procedures until it completes the meeting, which shall be offered within a reasonable timeframe.**
- H. In the event NSC determines that it has paid Subrecipient more than Subrecipient is or was entitled to receive under this Agreement, NSC will inform Subrecipient of the discrepancy and the amount of the discrepancy. If there will be future payments due to Subrecipient, NSC may adjust the future payment as necessary. If no future payments are due to be made to Subrecipient, Subrecipient shall promptly refund the amount of the discrepancy.**

4. Disbursement and Accounting:

- A. Subrecipient shall separately account for payments received under this Agreement in its accounting records. NSC shall disburse funds to Subrecipient monthly upon NSC's receipt of a complete and accurate Financial Report for the applicable period as set forth in Section 5 below.**
- B. Subrecipient shall ensure that the time elapsing between its receipt of funds and its disbursement of funds to its subawardees is minimal.**

5. Required Reports

Subrecipient shall furnish NSC with the following written reports of findings, progress, and status under this Agreement in accordance with the following schedules:

**Attachment A
General Terms and Conditions**

REPORTING DUE DATES	
Interim Performance Reports	Monthly, due no later than 20 days after the end of the month
Final Performance Report	Due no later than 30 days after the Expiration Date or effective date of termination
Interim Detailed Financial Reports & Invoices	Monthly, due no later than 20 days after the end of the month
Detailed Final Financial Report and Invoice	Due no later than 30 days after the Expiration Date or effective date of termination

Reports shall include:

- A. Interim Performance Reports shall describe activities conducted during the reporting period using the Performance Report Form provided electronically as Attachment E and shall address, at a minimum:**
- (i) a comparison of actual accomplishments compared to the objectives established for the reporting period;**
 - (ii) reasons why established objectives and performance measures were not met, if appropriate;**
 - (iii) favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated; and**
 - (iv) other pertinent information, including, where appropriate an analysis and explanation of cost underruns, overruns, or high unit costs.**
- B. Final Performance Report must describe the final outcome of the accomplishments using the Final Performance Report Form provided electronically as Attachment E.**
- C. Interim Detailed Financial Reports/Requests for Reimbursement: Subrecipient shall use the report format provided electronically as Attachment F and shall include, at a minimum:**

the monthly reimbursement request (the "Request for Reimbursement") using Subrecipient's standard invoice format;

- (i) the monthly reimbursement request (the "Request for Reimbursement") using Subrecipient's standard invoice format;**
 - (ii) a transaction detail report downloaded from Subrecipients general ledger showing revenue and expenditures for the Project that tie to the monthly reimbursement request**
 - (iii) an analysis and explanation of variance to budget, when appropriate; and**
 - (iv) other pertinent information to describe the financial status of the program or change in the financial status of Subrecipient.**
- D. Final Detailed Financial Report/Request for Reimbursement: Subrecipient shall use the format provided electronically as Attachment F, marked as "Final" and shall provide the same supporting documentation as required for Interim Detailed Financial Reports and**

Attachment A
General Terms and Conditions

Requests for Reimbursement

- E. **Significant Developments Reports** shall be submitted promptly, as needed, regarding events that will have a significant impact upon this Agreement. Such reports shall describe:
- (i) **Unfavorable Conditions** such as problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This report shall be accompanied by a statement of the action taken or contemplated and any NSC or Federal assistance Subrecipient needs to resolve the situation.
 - (ii) **Favorable developments** that enable Subrecipient to meet time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

All Performance Reports, Financial Reports, Requests for Reimbursement, and supporting materials shall be submitted to NSC's Project Manager and Administrator at the email addresses specified above. Subrecipient's appropriate financial officer shall certify all Financial Reports and Requests for Reimbursement.

6. Awarding Official

The following is the NSC awarding official for this Agreement:

Ron Hausner
Chief Financial Officer
National Safety Council
1121 Spring Lake Dr.
Itasca, IL 60143
Phone: (630) 775-2000
E-mail: customerservice@nsc.org

7. Notices

All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement must be in writing and (i) delivered personally or by a nationally recognized overnight courier service with delivery charges prepaid, (ii) mailed by certified or registered mail, postage prepaid, return receipt requested, or (iii) sent via email, to the receiving Party's administrative representative at its address set forth above or to such other person or address as either Party may specify by notice in writing to the other Party. All notices, requests, demands, waivers and communications are received on date of delivery.

8. Agreement Documents

This Agreement consists of the following, listed by the documents' order of precedence:

- A. The provisions of 2 CFR 200 that are applicable to Subrecipient, whether or not explicitly stated herein.
- B. The Prime Award terms and conditions that are applicable to Subrecipient; and
- C. This Agreement, including any attachments thereto.

The undersigned parties bind themselves to the faithful performance of this Agreement:

Attachment A
General Terms and Conditions

COUNTY OF MIAMI-DADE

NATIONAL SAFETY COUNCIL

By: _____

[Typed Name]

[Title]

Date: _____

By: _____

[Typed Name]

[Title]

Date: _____

Attachment A
General Terms and Conditions

Definitions: All terms defined in the Agreement shall have the same meaning in this **Attachment A**.

ARTICLE 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all applicable Federal statutes, regulations, and policies, and all applicable state and local laws, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When NSC requests satisfactory proof of compliance, Subrecipient shall furnish such proof.

- A. **Whistleblower Protections.** Subrecipient certifies, by signing this Agreement, that it complies with the Federal whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712 and 10 U.S.C. 2324, 41 U.S.C. 4304, and 41 U.S.C. 4310.
- B. **Debarment and Suspension.** Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any Federal department or agency or listed on the Government-wide exclusions list.
- C. **Trafficking in Persons.** Subrecipient, Subrecipient's employees and any lower-tier subrecipient, subcontractor, or their employees shall not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

Subrecipient shall inform NSC immediately of any information Subrecipient receives from any source alleging a violation of a prohibition in this section. NSC may terminate this Agreement for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to NSC.

For purposes of this Article 1, Section C, "award" refers to this Agreement.

- D. **DUNS Number and SAM Registration.** Subrecipient certifies that it has a current Data Universal Numbering System (DUNS) number, which is shown on the first page of this Agreement, and a current System for Award Management (SAM) registration at www.sam.gov. Subrecipient also certifies that it will maintain current and up-to-date information in SAM for the duration of the Agreement. No entity may receive a subaward unless the entity has provided its unique entity identifier (the identifier required for SAM registration to uniquely identify business entities) to NSC.
- E. **Protection of Personally Identifiable Information.** Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Prime Funder or NSC designates as sensitive or that NSC considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

ARTICLE 2. STANDARD ASSURANCES

The Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for and receive the subaward; and that, if necessary, a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing receipt of this subaward, including all understandings and assurances contained in it.

Attachment A
General Terms and Conditions

- B. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- C. It will conduct the due diligence required by 2 CFR 200 prior to awarding any subaward to a lower-tier subrecipient and will provide the necessary oversight of the subaward.

ARTICLE 3. VALIDITY AND FUNDING OF AGREEMENT

- A. **Validity and Enforcement of Agreement.** Funds will be paid to Subrecipient only to the extent sufficient funds are made available to NSC by the Prime Funder for the Project. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Prime Funder that may affect the provisions, terms, or funding of this Agreement in any manner.
- B. **Appropriations.** If at any time during the Period of Performance, expected Federal funds become reduced or eliminated, NSC may immediately terminate the Agreement or reduce the Subaward Amount. The decision of whether to terminate the Agreement or reduce the Subaward Amount is solely within the determination of NSC, as may be directed by the Prime Funder. Such decision shall be effective upon a thirty (30) day written notice to the Subrecipient.
- C. **Determination of Funding.** If at any time during the Period of Performance NSC determines that there is insufficient funding to continue the project, NSC shall notify the Subrecipient, giving notice of intent to terminate this Agreement, as specified in Article 11. If at the end of the Period of Performance, NSC determines that it would like to have Subrecipient continue performance and there is sufficient funding to allow Subrecipient to continue performance under this Agreement, NSC may notify the Subrecipient of its intent to continue this Agreement. The Parties shall then enter into a written amendment to this Agreement that modifies the funding amount, scope of work, and period of performance, as applicable.
- D. **Payments Contingent on Receipt of Appropriated Funds.** Notwithstanding any other term of this Agreement, all payments to Subrecipient, including reimbursement payments, are contingent upon the (i) availability of appropriated funds; and (ii) NSC's receipt of those funds.

ARTICLE 4. INSURANCE

Subrecipient is a governmental entity self-insured and in compliance with Florida Statutes, Chapters 768.28 and 440. Nothing herein shall be construed to extend the Subrecipient's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 5. AMENDMENTS

This Agreement may be amended by mutual written agreement.

ARTICLE 6. CORRECTION OF WORK AND ADDITIONAL WORK

- A. **Correction of Work.** If the Subrecipient submits work that does not comply with the terms of this Agreement or has errors or omissions, NSC may instruct the Subrecipient to make any revisions that are necessary to bring the work into compliance with this Agreement or to correct the error(s) or omission(s). Subrecipient shall make the revisions and corrections, and no additional compensation shall be paid for this work.
 - i. If the Subrecipient has submitted work in accordance with the terms of this Agreement but NSC requests changes to the completed work or parts of the work that involve

Attachment A
General Terms and Conditions

changes to the original scope of services or character of work under this Agreement, the Subrecipient shall make those revisions as requested and directed by NSC. These revisions will be considered changed work and will be paid for as specified in Article 7.

- B. **Additional Work.** Any work that Subrecipient performs or costs that Subrecipient incurs are reimbursable only to the extent expressly stated in this Agreement. NSC shall not pay Subrecipient for any work or costs not directly associated with this Agreement or performed outside of the Period of Performance.

ARTICLE 7. CHANGED WORK

- A. **Changed Work.** If the Subrecipient is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subrecipient shall promptly notify NSC in writing. If NSC finds that such work does constitute additional work, NSC shall advise the Subrecipient, and the Parties may enter into a written amendment to this Agreement. The Amendment shall provide for compensation on the same basis as the original work.
- B. **Authorization Required.** No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Subrecipient of their own volition or at the request of an individual other than a duly appointed NSC representative. Only a duly appointed NSC representative is authorized to change the specifications, terms, and conditions under this effort.

ARTICLE 8. RECORDS AND RIGHT TO ACCESS RECORDS

- A. Subrecipient shall preserve its fiscal records and supporting documentation, documents, papers, or other records that are pertinent to the Project (the "**Records**") until September 30, 2026 (the "**Retention Period**") or until such later time as required under applicable regulations, which includes without limitation, if:
- i. any litigation, claim or audit is started before the expiration of the Retention Period. In that instance, Subrecipient shall retain the Records until all litigation, claims, or audit findings involving the Records have been resolved and final action has been taken.
 - ii. NSC or the Government notifies Subrecipient in writing to extend the Retention Period. In that instance, Subrecipient shall retain the Records as instructed.
 - iii. the Records involve real property and equipment acquired with Federal funds. In that instance, Subrecipient shall retain the Records for three years after final disposition.
 - iv. the Records are transferred to or maintained by the Prime Funder or NSC. In that instance, Subrecipient has no obligation to retain the Records.
 - v. the Records involve program income transactions after the Period of Performance. In that instance, Subrecipient shall retain the Records pursuant to 2 CFR 200.333(e).
 - vi. the Records involve indirect cost rate proposals and cost allocation plans. In that instance, Subrecipient shall retain the Records per 2 CFR 200.333(f).
- B. In accordance with Federal regulations at 2 CFR 200, Subrecipient shall permit NSC, the Prime Funder, the Comptroller General of the United States of America, and any of their authorized representatives access to audit, inspect, examine, excerpt, and copy books, records, memoranda, correspondence, personnel staff records, independent audit work papers, and any other documents (the "**Documents**") during normal business hours or at any reasonable time. Such right of access shall also include timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to the Documents.

Attachment A
General Terms and Conditions

- C. The right of access described above, includes the right to access and audit both Documents and Records. The right of access continues as long as the Documents or Records are retained and does not expire on the expiration or termination of this Agreement or the expiration of the Retention Period.

ARTICLE 9. INDEMNIFICATION AND RESPONSIBILITY

- A. To the extent permitted by law, the Subrecipient shall indemnify, hold, and save harmless NSC and its officers and employees from all claims and liability due to the acts or omissions of the Subrecipient, its agents, or employees. The Subrecipient also agrees, to the extent permitted by law, to indemnify, hold, and save harmless NSC from any and all expenses, including but not limited to attorneys' fees, all court costs and awards for damages incurred by NSC in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subrecipient, its agents, or employees.
- B. To the extent permitted by law, the Subrecipient agrees to protect, indemnify, and save harmless NSC from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subrecipient against NSC due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subrecipient.
- C. If the Subrecipient is a government entity, both Parties agree that no Party is an agent, servant, or employee of the other Party, and each Party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

- A. **Dispute Resolution.** In the event there is a dispute between the Parties arising out of the interpretation or application of this Agreement, the Parties shall attempt in good faith to resolve the dispute promptly by negotiations between designated representatives of the Parties who have the authority to settle the dispute. If the matter has not been resolved within sixty (60) days of a Party's request for negotiation, either Party may initiate arbitration by providing written notice to the other Party or may institute an action in a court of competent jurisdiction.
- B. **Remedies.** This Agreement requires compliance with certain Federal statutes, regulations and terms and conditions of the Prime Award, some of which are set forth in this Agreement. If Subrecipient violates any Federal statute, regulation, or a term or condition of the Prime Award, notwithstanding anything to the contrary in this Agreement, NSC may elect to do any of the following, which should not be considered exclusive remedies: (a) impose conditions described in 2 CFR 200.207, Specific Conditions; (b) temporarily withhold cash payments pending compliance; (c) disallow all or part of the cost of the activity or action not in compliance; (d) wholly or partly suspend or terminate the Agreement; or (e) take any other remedy available under this Agreement or a remedy otherwise legally available. NSC's rights and remedies stated in this Section are in addition to any rights or remedies that the Federal Government may exercise or impose.
- C. **Cumulative Remedies.** All rights and remedies of the Parties are in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

ARTICLE 11. TERMINATION

- A. This Agreement shall expire as of the last day of the Period of Performance, unless otherwise terminated below:
 - i. This Agreement is terminated in writing with the mutual consent of both Parties;

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- ii. There is a written thirty (30) day notice by either Party;
 - iii. NSC determines that the performance of the Project is not in the best interest of NSC and informs the Subrecipient that the Project is terminated, which termination shall be effective as stated in the notice; or
 - iv. NSC may terminate this Agreement, or any severable portion of this Agreement, for cause based upon Subrecipient's material breach of a term of this Agreement, by giving written notice to the Subrecipient. The notice will include a statement of the reason for the termination for cause and provide Subrecipient fifteen (15) days to cure the breach or default under the Agreement (the "Cure Period"). If Subrecipient fails to cure the breach or default to the reasonable satisfaction of NSC within the Cure Period, NSC may terminate this Agreement. NSC may obtain, in the manner NSC considers appropriate, any remaining services or items necessary to perform this Agreement, and Subrecipient shall be liable for and pay to NSC any costs incurred by NSC in the procurement process of such services or items, including the cost for additional managerial and administrative services, that are in excess of the Subaward Amount.
- B. The Subrecipient shall not incur nor be reimbursed for any new obligations after the Agreement expires or is otherwise terminated.

ARTICLE 12. INSPECTION OF WORK

- A. NSC has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subrecipient or a subawardee of Subrecipient, the Subrecipient shall provide and require its subawardee to provide access to all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.
- C. Review of Announcement of Publications. The Subrecipient agrees that neither the Subrecipient, nor any of its subawardees, shall make public releases of information or any matter pertaining to this Agreement, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the duly appointed NSC representative. The provisions of this clause shall survive the expiration or termination of the Agreement. The provisions of this clause shall be included in all subawards at any tier. Any approved publication shall bear the appropriate legend, as may be provided by the Prime Funder.

ARTICLE 13. SUBAWARDS

Except as otherwise described in the Scope of Work, Subrecipient shall not enter into a subaward, including a subcontract, under this Agreement without prior written approval by NSC. Such approval shall not make NSC a party to the subaward. Subawards shall contain all applicable terms and conditions, as required by this Agreement and 2 CFR 200. Such terms and conditions include, but are not limited to, all Federal regulations and compliance requirements of this Agreement. Subrecipient shall remain responsible for performance of its obligations under this Agreement, regardless of any subaward.

ARTICLE 14. GIFT POLICY

- A. NSC policy mandates that employees of NSC shall not solicit or accept any benefit, gratuity, gift, favor, or anything of monetary value from any person doing business with or who, reasonably speaking, may do business with NSC under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of NSC's Executive Director.

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- B. Any person doing business with or who, reasonably speaking, may do business with NSC under this Agreement may not make any offer of benefit, gratuity, gift, favor, or anything of monetary value to NSC employees, except as mentioned above. Failure on the part of the Subrecipient to adhere to this policy may result in termination of this Agreement.

ARTICLE 15. PROHIBITION ON CONTINGENT FEES

The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subrecipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subrecipient breaches or violates this warranty, NSC shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 16. PROHIBITION ON CONFLICT OF INTEREST

- A. **Personal Conflict of Interest.** The Subrecipient represents that it and its employees (and members of their immediate family) have no conflict of interest that would in any way interfere with its or its employees' performance or that would in any way conflict with the interests of NSC.
- B. **Organizational Conflict of Interest.** The Subrecipient represents that neither it nor any of its affiliates (including a parent or subsidiary) has a real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the Subrecipient is unable, or potentially unable, to provide impartial and objective assistance or advice to NSC due to the Subrecipient's other activities, relationships, contractors, or circumstances.
- C. **Performance of the Agreement.** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in either a personal or organizational conflict of interest. If at any time during the Period of Performance, the Subrecipient discovers either type of conflict of interest that could not reasonably have been known to it prior to award of this Agreement, the Subrecipient shall make an immediate and full disclosure to NSC.
- D. **Remedies for Conflict of Interest.** If a nondisclosure or misrepresentation of or concerning a conflict of interest is discovered after award of this Agreement, NSC may terminate this Agreement for cause.

ARTICLE 17. SUBRECIPIENT'S RESOURCES

- A. The Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than NSC.
- B. All employees of the Subrecipient shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subrecipient who, in the opinion of NSC, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Project.
- C. Unless otherwise specified, the Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 18. PROCUREMENT AND PROPERTY MANAGEMENT

Equipment and supplies purchased with funds received pursuant to this Agreement are governed by 2 CFR 200.

Subrecipient shall ensure that in performing this Agreement, its procurement and property-management

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procedures comply with (1) the Subrecipient's own documented procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Government Regulations: The Prime Funder and the Parties have certain rights to intangible property, as set forth in 2 CFR 200.315 and 37 CFR 401.14 (modified as necessary to reflect the arrangement between the Parties). The Parties shall comply with the obligations described in the aforementioned regulations. Additionally, the Subrecipient shall provide, upon request by NSC, a periodic listing of all subject inventions in accordance with these regulations and prior to the closeout of the Agreement. Any rights to intangible property not set forth in those regulations or a clause specified in Attachment B, are determined as follows.

Upon expiration or termination of this Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subrecipient. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to NSC without restriction or limitation of their further use.

Information made available to the Subrecipient or employee(s) of the Subrecipient by NSC for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without NSC's express written approval.

The Subrecipient agrees to assume responsibility for protecting the confidentiality of NSC's records, which are not public information. Each contractor or employee of the Subrecipient to whom information may be made available or disclosed shall be notified in writing by the Subrecipient that such information may be disclosed only for a purpose and to the extent authorized herein.

- A. **Intellectual Property Defined.** Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. **NSC Rights.** NSC shall own all of the intellectual property rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this Agreement and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. **Subrecipient Rights.** Intellectual property initially developed by the Subrecipient without any type of funding or resource assistance from NSC shall remain the Subrecipient's intellectual property. Subrecipient agrees to provide NSC with a license to use any such intellectual property solely for the purposes of satisfying NSC's obligations under its Prime Agreement.

Subrecipient is prohibited from using NSC's name, logo, or images in Subrecipient's promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by NSC.

ARTICLE 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Government Regulations: The Prime Funder and the Parties have certain rights to intangible property, as set forth in 2 CFR 200.315 and 37 CFR 401.14 (modified as necessary to reflect the arrangement between the Parties). The Parties shall comply with the obligations described in the aforementioned regulations. Additionally, the Subrecipient shall provide, upon request by NSC, a periodic listing of all subject inventions in accordance with these regulations and prior to the closeout of the Agreement. Any rights to intangible property not set forth in those regulations or a clause specified in Attachment B, are determined as follows.

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Upon expiration or termination of this Agreement and NSC's request, Subrecipient shall provide to NSC copies of all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, sketches, calculation, or other data prepared by the Subrecipient without restriction or limitation of their further use.

Information made available to the Subrecipient or employee(s) of the Subrecipient by NSC for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without NSC's express written approval.

The Subrecipient agrees to assume responsibility for protecting the confidentiality of NSC's records, which are not public information. Each contractor or employee of the Subrecipient to whom information may be made available or disclosed shall be notified in writing by the Subrecipient that such information may be disclosed only for a purpose and to the extent authorized herein.

- A. **Intellectual Property Defined.** Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. **Subrecipient Rights.** Subject to the rights set forth in the Government Regulations, intellectual property initially developed by the Subrecipient without any type of funding or resource assistance from NSC ("Subrecipient Classes and Materials") shall remain the Subrecipient's intellectual property.
- C. **NSC Rights.** Notwithstanding the any other provision in this Agreement, NSC shall have the right to use and disclose, and to authorize others to use and disclose, for any lawful purpose all intellectual property, data, and information, and all versions thereof, that Subrecipient and its subawardees develop under this Agreement, whether independently or jointly. Subrecipient further agrees to provide NSC with a license to use any such intellectual property solely for the purposes of satisfying NSC's obligations under its Prime Agreement.

Subrecipient is prohibited from using NSC's name, logo, or images in Subrecipient's promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by NSC.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors, executors, approved assigns, and administrators of NSC and the Subrecipient. The Subrecipient shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of NSC.

ARTICLE 21. CIVIL RIGHTS COMPLIANCE

- A. **Nondiscrimination:** Subrecipient shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient also agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. **Solicitations for subawards, including procurement of materials and equipment:** In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Subrecipient or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. **Information and reports:** The Subrecipient shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NSC to be

Attachment A
General Terms and Conditions

pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall certify that to NSC and shall set forth what efforts the Subrecipient has made to obtain the requested information.

- D. Actions for noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provision of this Agreement, NSC may terminate this Agreement in accordance with Article 11 and/or pursue any other legal remedies available to it, whether or not specifically identified in this Agreement.
- E. Incorporation of provisions: The Subrecipient shall include the provisions of Sections A through D of this Article in every subaward, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subrecipient shall take any action with respect to any subaward or procurement that NSC may direct as a means of enforcing those provisions, including remedies for noncompliance. However, in the event a Subrecipient becomes involved in, or is threatened with litigation with a subawardee as a result of such direction, the Subrecipient may request NSC to enter into litigation to protect the interests of NSC; and in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 22. CERTIFICATION REGARDING FEDERAL LOBBYING

In entering into this Agreement, Subrecipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts) and that all subawardees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 23. RESTRICTION ON STATE AND LOCAL LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This prohibition does not preclude a state official whose salary is supported with Prime Award funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge

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legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 24. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subrecipient agrees that it shall report the total compensation and names of its top five (5) executives if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission or reports filed pursuant to the Internal Revenue Code.

ARTICLE 25. AUDIT REPORT

- A. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards in the entity's fiscal year will have a single or a program-specific audit conducted for that year. Non-Federal entities expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503. For direct procurement contracts, audits will be conducted in accordance with the Federal Acquisition Regulation.
- B. If threshold expenditures of \$750,000 or more are met during the Subrecipient's fiscal year, the Subrecipient must submit a Single Audit Report and Management Letter (if applicable) to NSC within 30 calendar days of report finalization or nine months after the end of the audit period, whichever is earlier.
- C. If expenditures are less than \$750,000 during the Subrecipient's fiscal year, the Subrecipient must submit a statement to NSC's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the Project remains open for Federal funding expenditures, the Subrecipient will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 26. NO WAIVER

The failure of NSC or the Subrecipient to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by NSC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

ARTICLE 27. INTERPRETATION, JURISDICTION, AND VENUE

This Agreement is governed by and should be construed in accordance with Federal statutes and regulations and Federal common law of Government grants and contracts, as enunciated and applied by Federal judicial bodies, boards of contract appeals and quasi-judicial agencies of the Federal Government where questions of Federal law arise, and otherwise with the laws of the State of Illinois, without giving effect to its conflict-of-law provisions. The Subrecipient hereby consents and submits to the jurisdiction of the appropriate courts of Illinois or of the United States having jurisdiction in Illinois for adjudication of any suit or cause of action arising under or in connection with the Agreement documents,

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or the performance of such Agreement, and agrees that any such suit or cause of action may be brought in any such court.

ARTICLE 28. CAPTIONS

The captions of the various Articles and Sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

ARTICLE 29. NO THIRD-PARTY BENEFICIARIES

There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

ARTICLE 30. SEVERABILITY

In the event a court of competent jurisdiction determines that any provision of the Agreement is unlawful, invalid, or unconstitutional, such determination shall not affect, in any manner, the legality of the remaining provisions of the Agreement, and each provision of the Agreement will be and is deemed separate and severable from each other provision.

ARTICLE 31. COMMUNICATIONS WITH PRIME FUNDER

All communications with the Prime Funder regarding the Project shall be made by NSC, unless NSC has approved a communication with the Prime Funder by the Subrecipient in advance.

ARTICLE 32: CLOSEOUT REQUIREMENTS

All Subrecipient closeout requirements set forth in this Agreement will apply even after the Period of Performance expires or terminates. To closeout this Agreement, Subrecipient shall, as applicable, provide all reports required by this Agreement, liquidate all obligations incurred, and account for any real or personal property acquired with Agreement funds no later than 90 calendar days after the Period of Performance expires or terminates. Subrecipient will be notified and instructed by NSC if they must complete any additional forms for closeout of this Agreement.

ARTICLE 33. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

Attachment B
Prime Award Pass-Through Provisions

Attachment B Seat Belt Use Policies and Programs. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

1. Encouraging policies to ban text messaging while driving.

A. As used in this Agreement: "Driving" –

- (i) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise
- (ii) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

B. "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

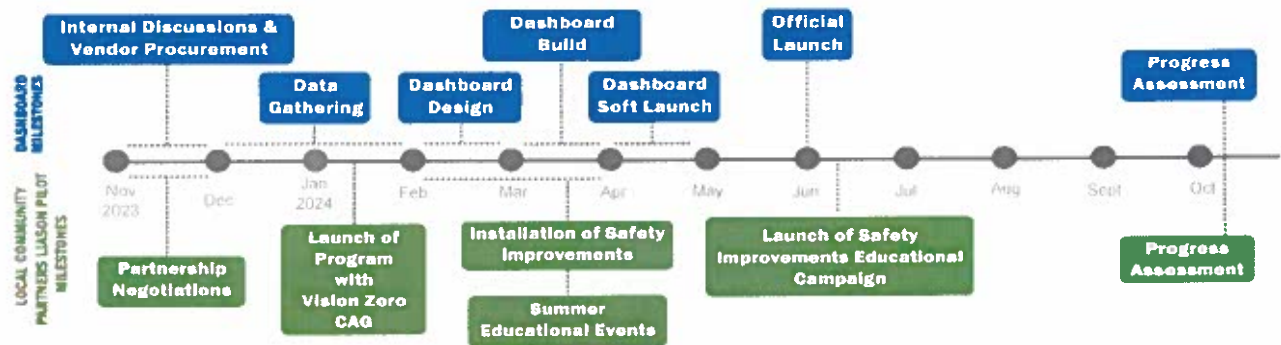
C. The Subrecipient is encouraged to –

- (i) Adopt and enforce policies that ban text messaging while driving –
 - a. Subrecipient-owned or –rented vehicles or government-owned vehicles; or
 - b. Privately-owned vehicles while performing under this Agreement.
- (ii) Conduct initiatives in a manner commensurate with the size of the Subrecipient, such as –
 - a. Establishment of new rules and programs or re-evaluations of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Attachment C Scope of Work

DTPW'S two grant initiatives (i.e., the creation of a Vision Zero Data Dashboard and launch of a Local Community Partners Liaison pilot outreach and education program) will have two separate but corresponding timelines. Upon receiving award notification and working through financial grant acceptance processes, our initiative's timeline is expected to start in March 2023. A breakdown of our milestones is as follows:

Project Timeline



Vision Zero Data Dashboard

The development of the Vision Zero dashboard will follow standard dashboard development process: Gathering, Design, Build, Test, and Launch. The dashboard process will start in March with internal discussions between DTPW and IT on the best and most innovative online platform methods to display the information. Consideration will be placed on user-friendliness, visual appeal, and data cloud storage capabilities. DTPW has identified likely partners to provide a technical team with cloud platform experience to develop the Vision Zero dashboard. Upon technical vendor selection and within two months of project kickoff, the team will start gathering different points of data, from existing plans and programs to GIS databases for existing facilities, infrastructure construction projects, as well as data from other partners. Data gathering and acquisition can be time consuming but is needed to develop a storyboard and wireframe of what the final page will look like and flow. The Vision Zero team expects these three initial milestones to take approximately 3-months to complete.

Once the data has been gathered and wireframing has been conducted, the team will begin the web/dashboard design process. The design will adhere to the County's design guidelines and contains the appropriate end-to-end processes to be fully automated. Once the build has been completed, the team will conduct a soft launch with internal users and stakeholder to conduct quality checks to make sure the dashboard is operating smoothly and is providing the appropriate information. DTPW will adjust the page as needed based on the feedback received and fixed any platform glitches.

Attachment C Scope of Work

With everything completed, the Vision Zero team expects the public launch of the dashboard to take place in October 2023. The new dashboard will be announced via the County's social media channels, direct communication with government partners and advocacy groups, as well as promoting it during events attended by the Vision Zero team. DTPW will be able to provide an assessment of the dashboard usage and how effective has been to government partners and the public by February 2024.

Local Community Partners Liaison

The Community Partners Liaison education initiative timeline will support our team to tactically plan and strategize the project effortlessly. Our project proposal already has identified partners trusted by the community which will allow for faster negotiations. The first milestone is to negotiate the terms of the effort and develop any agreements. We allowed ourselves two months to complete this task to ensure that we clearly identify the scope of work, priorities, create an outreach plan and analyze the project team to ensure we have the necessary personnel to complete all upcoming tasks (includes hiring periods in case more personnel are necessary). During this period, we will also establish performance measures and milestone goals. Once our partners team is established, we will be ready to present our plan to the Vision Zero Community Advisory Group

(CAG). We anticipate launching this initiative within the first three months. As this task goes along with the progress of our overall Vision Zero

Program, our Community Partners Liaison campaign will begin by informing the community of upcoming construction improvements in their neighborhood. By this milestone, our Local Community Partners Liaison team will have identified upcoming events and have developed schedules and outreach materials. The third milestone comes after the construction and/or installation of the safety improvements in their neighborhood. The Community Partners Liaison team will participate in summer educational events and community activities in the selected priority equity

neighborhoods. DTPW will ensure the community, including government representatives and the public of all ages, are aware of the type of safety improvements that are coming in their neighborhood and discuss with them how to use them, as well as other needs. Since one of our trusted partners is Healthy West Kendall, by October 9th our team will have one of its main events with the predominantly Hispanic neighborhood of Kendall, as we will participate and be a partner to Baptist Health on the "Healthy West Kendall Day". During the last quarter we will review our track record of events, revisit our performance measures to ensure the established goals are met or if any changes are needed as we complete our last milestone where we will assess our progress.

Attachment D
Budget
BUDGET

For this Road to Zero grant request, Miami-Dade County DTPW is proposing projects and strategies as eligible activities that have an estimated total cost of \$200,000 dollars for 12-months. Budget breakdown is as follows:

VISION ZERO ONLINE DATABASE		
Contracted Services		
Platform Analysis	Analysis of users and stakeholder needs and gathering accurate requirements.	\$5,000
Data Collection & Analysis	Gathering and transforming all the necessary data to get ready to be used by the visualization tool	\$30,000
Web page & Dashboard Design	Developing the web page workflow including wireframing, storyboarding, and technical requirements	\$15,000
Web page & Dashboard Development	Building the dashboard by adhering to the style guide, convention, and automation network	\$20,000
Online Platform		
Platform Purchasing	Potential platforms: PowerBI, Esri ArcGIS online, or Azure. One year subscription.	\$50,000
TOTAL		\$120,000
LOCAL COMMUNITY PARTNERS LIAISON PILOT PROGRAM		
Personnel		
Community Liaisons	4 part-time community members X 10 hours/week at \$25 per/hour X 52-weeks.	\$52,000
Supplies		
Printing	Flyers, brochures, surveys, etc.	\$2,500
Safety Supplies	Basic necessary safety supplies for Community Liaisons (e.g. sunscreen, umbrellas, mace, etc.) X 4	\$1,000
Promotional Items	Bike lights, key chains, water bottles, etc.	\$5,000
Event Supplies	Paper, markers, tape, etc.	\$1,500
Equipment		
Miscellaneous		\$1,280
Milage/Travel		
Community Liaisons	100 miles/week X 52 weeks X .65 per mile X 4	\$13,520
Other		
Communications	Internet access for tablets	\$1,200
Evaluation Incentives	For focus groups, survey completion, etc. for two areas	\$2,000
TOTAL		\$80,000

Transportation and Public Works
1111 NW 1st Street • Suite 1510
Miami, Florida 33128

Attachment E
Performance Report Format

Subaward Number:

Reporting Period Covered:

Project Manager:

Each report should provide enough information for NSC to understand the current status, potential challenges, and anticipated changes in timing and or funding. The Subrecipient shall provide:

- a comparison of actual accomplishments compared to the objectives established for the reporting period;
- reasons why established objectives and performance measures were not met, if appropriate;
- favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated; and
- other pertinent information, including, where appropriate an analysis and explanation of cost underruns, overruns, or high unit costs.

Address each question, as applicable:

Project Summary:

1. Is the project work on schedule?

Response...

2. Will the project take longer than the approved project period? If so, have you formally requested an amendment in writing?

Response...

3. Does the project funding rate support the work progress? Report as percent spent of budgeted amounts.

Response...

4. Is there a change in key personnel?

Response...

Task 1: ...

1. What work was accomplished for this reporting period? How does the work compare to the objectives for the reporting period. NOTE: The report should quantify results as measurable products, i.e. numbers, contacts, trainings, meetings, etc.

Response...

Attachment E
Performance Report Format

2. Provide reasons why established objectives and performance measures were not met, if appropriate; what corrective action was taken?

Response...

3. Describe any favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.

Response...

4. Is the project work on schedule?

Response...

5. Provide other pertinent information, including, where appropriate an analysis and explanation of cost underruns, overruns, or high unit costs.

Response...

6. What work is projected for the new reporting period?

Response...

Task 2: ...

1. What work was accomplished for this reporting period? How does the work compare to the objectives for the reporting period. NOTE: The report should quantify results as measurable products, i.e. numbers, contacts, trainings, meetings, etc.

Response...

2. Provide reasons why established objectives and performance measures were not met, if appropriate; what corrective action was taken?

Response...

3. Describe any favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.

Response...

4. Is the project work on schedule?

Response...

Attachment E
Performance Report Format

5. Provide other pertinent information, including, where appropriate an analysis and explanation of cost underruns, overruns, or high unit costs.

Response...

6. What work is projected for the new reporting period?

Response...