



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER

Michael Donati, Fire Chief
(954) 797-1210

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND APPROPRIATE STAFF TO SUBMIT AN APPLICATION FOR GRANT FUNDING UNDER THE DAVIE CHILD PASSENGER SAFETY SEAT PROGRAM, A PROGRAM ADMINISTERED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

REPORT IN BRIEF:

The Fire Department is applying for \$22,540 to buy car seats and other materials needed for the Child Passenger Safety Seat Program. By providing "fitting stations" and trained personnel, Davie Fire Rescue will inspect and replace defective car seats and instruct the public in correct car seat use.

Funding for this program is available from the Florida Department of Transportation effective March 1, 2000. The grant requires no matching funds and operates on a reimbursement basis.

PREVIOUS ACTIONS: not applicable

CONCURRENCES: not applicable

FISCAL IMPACT:

Has request been budgeted? no, grant will provide reimbursement

What account will funds be appropriated from: General Administration, 001-0620-522-6401

Additional Comments: grant will provide 100% reimbursement

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s):

Resolution
Grant Application

RESOLUTION

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND APPROPRIATE STAFF TO SUBMIT AN APPLICATION FOR GRANT FUNDING UNDER THE DAVIE CHILD PASSENGER SAFETY SEAT PROGRAM, A PROGRAM ADMINISTERED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Florida Department of Transportation administers the Davie Child Passenger Safety Seat Program; and

WHEREAS, funding is available under The Florida Department of Transportation providing \$22,540.00 in grant funding for child car seats and miscellaneous supplies; and

WHEREAS, the Davie grant funding will supply car seats and equipment for use during seat inspection clinics; and

WHEREAS, this is a reimbursement grant and there is no local cost share or match requirement by the Davie Child Passenger Safety Seat Program, a program administered by The Florida Department of Transportation; and

WHEREAS, it is in the best interest of the Town of Davie that the Fire Department apply for and secure grant funding under the Davie Child Passenger Safety Seat Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town Council authorizes the Mayor, Town Administrator and/or appropriate staff to submit an application for grant funding under the Davie Child Passenger Safety Seat Program.

SECTION 2. The Town Council hereby authorizes the Mayor and/or appropriate staff to accept the grant if awarded.

SECTION 3. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUBGRANT APPLICATION
FOR
HIGHWAY SAFETY FUNDS

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: <u>Town of Davie Child Passenger Safety Seat Program</u>	
2. Type of Application: <input checked="" type="radio"/> Initial <input type="radio"/> Continuation	
3. Requested Subgrant Period: <u>March 1, 2000</u> to <u>September 30, 2000</u>	
4. Support Sought: <u>\$22,540.00</u> Matching Share: _____ Total Budget: <u>\$22,540.00</u>	
5. Applicant Agency (Subgrantee): Town of Davie 6591 Orange Drive Davie, Florida 33314 (954) 797-1000 Telephone:	6. Implementing Agency: Town of Davie Fire Rescue Department 6901 Orange Drive Davie, Florida 33314 (954) 797-1213 Telephone:
7. Federal ID Number: <u>59-6046527</u>	8. State SAIMAS Number (State Agencies Only)
9. Chief Financial Officer: Christopher Wallace, Finance Director Town of Davie 6591 Orange Drive Davie, Florida 33314 (954) 797-1000 Telephone:	10. Project Director: Michael Donati, Fire Chief Town of Davie Fire Rescue Department 6901 Orange Drive Davie, Florida 33314 (954) 797-1213 Telephone:
11. Project Summary: Briefly describe the problem and the proposed solution. <i>Only 6% of booster age children are properly restrained in car booster seats according to NHTSA. Davie Fire Rescue will establish a "Buckle Up Kids" program with trained technicians to answer questions on child safety, especially the proper use of infant seats and automobile child restraints. In addition, the department will provide "Fitting Stations" within our local fire department for the public to come by and have their seats checked.</i>	
Funds Provided by U.S. Department of Transportation, National Highway Traffic Safety Administration, Catalog of Federal Document Assistance Number - 20.600, State and Community Highway Safety Program.	

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)

State below and use continuation pages as necessary.

I. Statement of the Problem

Despite a 7% decline in the Motor Vehicle Occupant Death Rate from 1987-1996, motor vehicle crashes remain the leading cause of unintentional injury-related deaths among children under the age of 24 according to a recent National Highway Traffic Safety Administration study. During this same period, the non-fatal injury rate among children has *increased by 4%*. These injuries occur when children ride unrestrained or are improperly restrained. Approximately 40% of children aged 1-15 years old ride unrestrained, doubling their risk of serious injury or death. Proper child seat belt / car seat use *reduces the risk of fatal injury in a crash by 69% for infants and by 47% for toddlers (1 - 4 year olds)*.

In 1997, there were 594 occupant fatalities in passenger motor vehicles among children under 5 years of age, with approximately 298 of them unrestrained. However, it is estimated that 80% of children that are placed in child safety seats are done improperly. Furthermore, adult seat belts do not adequately protect children ages 4-8 from injury in a crash. Although car booster seats are the best way to protect them, only *6% of booster age children are properly restrained in car booster seats* according to NHTSA.

Davie Fire Rescue believes that if parents and guardians are given the *correct information* through training *and* are provided with the proper *equipment*, death and injury to children in traffic crashes will be reduced.

Davie Fire Rescue will provide the education and the tools necessary to the community to achieve these goals.

II. Proposed Solutions and Activities

Davie Fire Rescue will establish a "*Buckle Up Kids*" program with trained technicians to answer questions on child safety, especially the proper use of infant seats and automobile child restraints.

These individuals will:

1. Educate the public on all aspects of child passenger safety. The public education program may include strategies to increase child restraint use for children up to age 16, increase use among targeted populations (e.g., minority, low-income, or special needs populations), or develop and implement child safety seat clinics.
2. Provide "Fitting Stations" within our local fire department for the public to come by and have their seats checked.
3. Organize information awareness programs for health care professionals, child care providers, and emergency care personnel through Memorial Regional Hospital, Family Central, Broward Fire and Police Academies, Broward County Schools and private day care facilities.

Presentation of this program will be available to interested clubs or groups, school and university students, child care providers, and the community in general. Periodic newsletters will help to positively reinforce all training. Forums will be developed in which individuals will disseminate information and share their skills with other members of the community.

III.Objectives

1. To increase public awareness and compliance in the proper use of child safety restraints and seat belts.
2. To reduce the number of automobile fatalities and injuries from child safety restraint and seat belt misuse.
3. To barrage preschool age children, their parents and care givers with occupant protection education and to ensure safe transportation.
4. To increase car safety as well as booster seat usage among older children since statistically this age group ranks low in compliance for proper use.
5. To provide evaluation forms to teachers, care givers and parents in order to gauge the effectiveness of each program.

IV.Evaluation

Ongoing questionnaires will be distributed quarterly to participants in the program through mailings and follow up telephone calls. Data will be analyzed for trends in compliance. Local public safety data will also be monitored in relation to automobile safety, injuries and fatalities.

Milestones	Timetable for Milestones											
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Conduct Car Set Check for Public at Davie Fire Stations				X	X	X	X	X	X	X	X	X
Conduct/Coordinate Car Seat Check Up Clinics at local Daycare, schools						X		X		X		X
Promote "Saved by the Belt Program"				X	X	X	X	X	X	X	X	X
Provide "Buckle Up" Stencils to local schools				X	X	X	X	X	X	X	X	X
Coordinate Instruction for 4 Day child passenger safety courses						X				X		
Coordinate 2 hours, 4 hour awareness Child Passenger Safety Courses				X	X	X	X	X	X	X	X	X

BUDGET NARRATIVE

Project Title: Town of Davie Child Passenger Safety Seat Program

Project Number: _____ 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.

Equipment			
1.	Infant Seats	10 @ \$54.00 (avg.)	\$540.00
2.	Child Seats	250 @ \$39.00 (avg.)	\$9,750.00
3.	High Back Booster	250 @ \$35.00.00 (avg.)	\$8,750.00
4.	Educational printing (flyers), photocopying,(3) weight scales, (3) tape measures, (3) clipboards,1 case waterless hand cleaner,cooler, portable canopy, 4 cases of non-slip seat liner, scissors,locking clips,belt-shortening clips,towels, and signs		\$1,000.00
5.	Instate / Out of State travel: National Child Passenger Safety Conference, Florida Child Pass. Safety Conference		\$2,500.00
		Total	\$22,540.00

Budget Modification Number: _____
 Effective Date: _____

QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

for the _____ quarter,

Project Title: Town of Davie Child Passenger Safety Seat Program

Project Number: _____

Implementing Agency: Town of Davie Fire Rescue

Project Director: Michael Donati, Fire Chief

Performance Indicators	Milestones Accomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Months Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
Number of Participants Who Became NHTSA Certified Technicians						
Number of Participants Who attend 4 day CPS course						
Number of Participants who attend 4 hour CPS course						
Number Of Participants who attend 2 hour CPS course						
Number of Participants who became NHTSA Certified Instructors						
Number of Car Seat Check up Clinics						
Number of Fitting Station Visits						
Number of Car Seat Distributed						
Percentage of Car Seats misused/improperly installed						
Number of Buckle up Stencils used at school						

Part IV: REPORTS

Quarterly Progress Report Narrative for the _____ quarter.

Project Title: Town of Davie Child Passenger Safety Seat Program

Project Number: _____

Implementing Agency: Town of Davie Fire Rescue

Project Director: Michael Donati, Fire Chief

Briefly describe the subgrant activities that took place during the quarter. Attach additional sheets if necessary. The *Quarterly Progress Report of Performance Indicators* should be sent to the DOT Safety Office along with this narrative at the end of each quarter.

Final Narrative Report

Project Title: Town of Davie Child Passenger Safety Seat Program

Project Number: _____

Implementing Agency: Town of Davie Fire Rescue

Project Director: Michael Donati, Fire Chief

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*. It is an accurate accounting of the project performance and accomplishments. (Attach additional sheets as needed.)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
STATE SAFETY OFFICE

Part V: ACCEPTANCE AND AGREEMENT

Conditions of Agreement. Upon approval of this subgrant, the approved application and the following terms and conditions shall become binding. Noncompliance may result in loss of, or delays in cost reimbursement. The term subgrantee as used in Part V refers to the subgrantee and its implementing agency. Part I through Part IV, attached to this agreement, are incorporated by reference herein.

- 1. Reports.** The subgrantee shall submit the *Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators* forms to the State Safety Office by January 31, April 30, July 31, and October 31 if there was subgrant activity during the quarter prior to the deadline. The subgrantee shall submit a *Final Narrative Report*, giving chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31, unless the State Safety Office extends the subgrant period due to late award of the subgrant. Requests for reimbursement may be returned to the subgrantee unpaid if the required reports are past due.
- 2. Responsibility of Subgrantee.** The subgrantee must establish fiscal control and fund accounting procedures which assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project will be disbursed in accordance with provisions of the project budget as said budget was approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*; 49 CFR 19, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*; National Highway Traffic Safety Administration (NHTSA) Order 462-13A, *Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments*; OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*; OMB Circular A-110, *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 and Local Governments*; and/or OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, as applicable (hereinafter referred to as Applicable Federal Law). All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the subgrantee.

The subgrantee, by entering into this agreement, certifies that it meets and will comply with the federal statutes, executive orders, and implementing regulations applicable to this subgrant.

- 3. Compliance with Chapter 287, Florida Statutes.** The subgrantee agrees to satisfy all requirements provided in Chapter 287, Florida Statutes, and other applicable state law.
- 4. Approval of Consultant and Contractor Agreements.** The State Safety Office shall review and approve in writing all subgrantee's consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee. Approval of the subgrant agreement does not constitute approval of a consultant or contractor agreement.
- 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.

6. **Travel.** Travel costs for approved travel will be reimbursed in accordance with regulations applicable to the subgrantee, and the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, but not in excess of provisions in Section 112.051, Florida Statutes. All travel for out-of-state or out-of-grant-specified work area shall require written approval of the State Safety Office prior to the commencement of actual travel.
7. **Written Approval of Changes.** The subgrantee must obtain prior written approval from the State Safety Office for changes to the agreement. For example:
 - (a) Changes in project activities, goals and objectives, or research plans set forth in the approved application.
 - (b) Changes in budget items and amounts set forth in the approved application.
8. **Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the subgrantee will be subject to the availability of Federal Highway Safety funds and an annual appropriation by the Legislature. As approved in 49 CFR, Part 29, 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 shall submit the required certification by consultants with awards in excess of the small purchase threshold (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 will 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 to the State Safety Office. If the statement is not received in 60 days, the State Safety Office may cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, may 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 consultants and contractors which shall be attributed to the subgrantee, the subgrantee 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. Such causes may include, but are not restricted to, 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 consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee 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 in writing to procure such supplies or services from other sources, and (3) the subgrantee shall have failed to comply reasonably with such order.
 - (b) Upon request of the subgrantee, 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 under any circumstances 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 or approved contractor or consultant performs the service required, or when goods are received by the subgrantee, 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 subgrantee's consultant(s) or contractor(s) and supplier(s), the Department shall impose such sanctions as it deems appropriate. 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 of such decision 30 days in advance of the effective date of such sanction. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
13. **Access to Records.** The Department, NHTSA, Federal Highway Administration (FHWA), and the 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 to relevant books and records of subgrantee and its consultants and contractors under this agreement, as provided under Applicable Federal Law. The Department shall unilaterally cancel this subgrant if the subgrantee 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 in conjunction with the subgrant.
14. **Audit.** Acceptance of this agreement constitutes subgrantee assurance that all audits shall be conducted under the guidelines of OMB Circular No. A-133, Section 216.349, Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

For fiscal years beginning on or before June 30, 1998, the reporting packages and data collection forms shall be submitted to the State Safety Office program manager by the subgrantee within the earlier of 30 days after the receipt of the auditor's report, or 13 months after the end of the subgrantee's fiscal year. For fiscal years beginning after June 30, 1998, the reporting packages and data collection forms are to be submitted within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the subgrantee's fiscal year. For audits conducted only under Section 216.349, Florida Statutes, the report is to be submitted within the earlier of 30 days after the receipt of the auditor's report, or 12 months after the end of the subgrantee's fiscal year. The date the audit report was delivered to the subgrantee must be indicated by the subgrantee in correspondence accompanying the audit report, or reporting package, and data collection form.

The subgrantee shall follow up and take corrective action on audit findings. OMB Circular A-133 further requires the preparation of a summary schedule of prior audit findings and a corrective action plan for current year audit findings.

The subgrantee shall also submit required audit documentation as follows: A reporting package and a data collection form for all audits conducted in accordance with OMB Circular A-133 shall be sent to: Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jefferson, IN 47132.

Reports of Audits conducted in accordance with Section 216.349, F.S., and Chapter 10.600, Rules of the Auditor General shall be sent to: State of Florida Auditor General, P.O. Box 1735, Tallahassee, FL 32301-1735.

Failure to furnish an acceptable audit as determined by the State or cognizant Federal audit agency may be a basis for denial or refund, or both, of Federal funds. Federal funds determined by the Department to be misspent must be refunded to the Department, regardless of disclosure in the audit report.

15. **Procedures for Reimbursement.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (Department Form Numbers 500-065-04 through 07). Appropriate documentation supportive of the reported costs must accompany each claim. Requests should be submitted on a regular basis as costs are incurred and payment is made. All requests for reimbursement for Operating Capital Outlay items having a unit cost of \$5,000 or more and a useful life of one year or more must be accompanied by a *Non-Expendable Property Accountability Record* (Department Form No. 500-065-09). Payment of the Operating Capital Outlay costs will not be made before receipt of this form.

A final financial request for reimbursement must be submitted to the State Safety Office within 30 days after the end of the subgrant period. Such request must be distinctly identified as *Final*. Failure to comply will be grounds for forfeiture of reimbursement.

16. **Retention of Records.** All records and financial documents must be maintained for a minimum period of three years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records also must be maintained and accessible in accordance with Section 18.42 of 49 CFR 18 or Section 19.53 of 49 CFR 19.
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 Section 18.34 of 49 CFR 18, Section 19.36 of 49 CFR 19, or OMB Circular A-110, Attachment N, Paragraph 8.
18. **Property Accountability.** The subgrantee 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 Section 18.32 of 49 CFR 18, Section 19.34 of 49 CFR 19, or OMB Circular A-110, Attachment N. This obligation continues as long as the property is retained by the subgrantee, 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 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 must 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 agrees to comply with 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 shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to the negligent acts of subgrantee, and its contractor, consultant, agents and employees. The subgrantee shall be liable for any loss of, or injury to, any material developed or serviced under this subgrant agreement which is caused by the subgrantee's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

24. **Disadvantaged Business Enterprises (DBE).**

(a) The subgrantee agrees to the following assurance:

The subgrantee 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 or the requirements of 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. The subgrantee's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. 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 agrees to include the following assurance in each contract the subgrantee signs with a consultant or contractor and to require its consultant or contractor to include this assurance in all subcontract agreements:

The subgrantee's 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 or the Department deems appropriate.

25. **Restrictions on Lobbying.**

The subgrantee agrees to comply and require its 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 must be closed captioned for the hearing impaired.
28. **Public Awareness Materials and Promotional Items.** 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 and written approval for reimbursement. The name of the subgrantee and its logo can be used 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.
29. **Term of Agreement.** All subgrant agreements shall begin on the date of the last party to sign and shall end on September 30, following, unless so stipulated by the State Safety Office.
30. **Clean Air Act and Federal Water Pollution Control Act.** For subgrant awards in excess of \$100,000 the subgrantee agrees 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.** The head of any subgrantee receiving first year funding for a new position(s) through this agreement shall provide written notification to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded within 30 days of the agreement being awarded.

Any and all employees of the subgrantee whose positions are funded, in whole or in part through this agreement, 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.
32. **Repossession of Equipment.** Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. The State Safety Office, on behalf of the USDOT, may repossess any equipment purchased with Federal highway safety funds that is not being used by the subgrantee for the purposes described in the subgrant agreement. Items that are repossessed will be disbursed to agencies that agree to use the equipment for the intended activity.
33. **Replacement or Repair of Equipment.** The subgrantee is responsible 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 may be ruled 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. Special Conditions.

PROJECT NUMBER: _____

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 D.O.T. Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

Attest: _____

FEDERAL FUNDS ALLOCATED

Approved as to form, legality for the Department of Transportation by:

Attorney

SUBGRANTEE

Town of Davie

Name of Applicant Agency Typed

By: _____
Signature of Authorized Representative

Harry Venis

Authorized Representative's Name Typed

Mayor

Title: _____

Date: _____

Attest: _____
Signature of Witness

ADMINISTRATOR OF IMPLEMENTING AGENCY

By: _____
Signature of Administrator

Robert Middaugh

Administrator's Name Typed

Town Administrator

Title: _____

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