

RESOLUTION NO. 26-200

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY ENFORCEMENT AND SUPPORT PROGRAM IN THE AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS AND 00/100 (\$5,000.00), AND ACCEPT THE TERMS OF USE OF THE GRANT FUNDS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AS SET FORTH IN THE LETTER OF AGREEMENT AND CONTRACT AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND TO EXPEND FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the University of North Florida Training and Services Institute d/b/a Institute of Police Technology and Management ("IPTM") approved an award in the amount of \$5,000.00 to benefit the City of Doral; see attached "Exhibit A"; and

WHEREAS, the Florida Department of Transportation ("FDOT") provides funding to the Institute of Police Technology and Management ("IPTM") at the University of North Florida for the High Visibility Enforcement Program for Pedestrian and Bicycle Safety (Project No. 433144-1-8404 and Contract No. G3P01); and

WHEREAS, IPTM provides contracts with law enforcement agencies in priority counties to conduct high visibility enforcement operations in areas with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists; and

WHEREAS, it is the objective of the City of Doral (the "City") Police Department to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists through education, training, and enforcement; and

WHEREAS, Staff recommends that the City Council approve the Letter of Agreement and Contract, substantially in the form attached hereto as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Letter of Agreement and Contract, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. This will be funded in FDOT HVE Grant Revenue Account No. 001.6000.331206 and OT Expense Account No. 001.60005.500140 or other most appropriate account(s) as approved in the budget but not to exceed budgeted funds. The City Manager is hereby authorized to execute the Letter of Agreement and Contract on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Absent
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 7 day of October, 2026.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2024, 3,098 people lost their lives in traffic crashes on Florida's roadways. More than 21% of them were pedestrians (678) and more than 6% were bicyclists (209).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Agency for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Agency but are subject to availability. IPTM reserves the right to review and audit the Agency's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Agency will be unable to properly utilize the full funding amount as outlined herein.

IV. AGENCY SERVICES AND RESPONSIBILITIES:

Agency will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Agency will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Agency's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Agency shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Agency must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Agency's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Agency will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Agency will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Agency shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☐ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.

☒ Only Tier 2 locations shall be worked from contract execution through May 7, 2027.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Agency performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Agency will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2025.** The refresher training class titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Agency may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"*. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Agency is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Agency shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Agency free of charge for this purpose.
- Agency may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- | | |
|-------------------|--|
| Intense: | Enforcement activities are over and above what normally takes place. |
| Frequent: | Enforcement occurs often enough to create general deterrence. |
| Visible: | A majority of the public sees or hears about the enforcement. |
| Strategic: | Enforcement targets high-risk locations during high-risk times. |

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Agency must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Agency must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Agency for an amount up to the total costs incurred for the overtime worked; therefore, Agency must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Agency to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Agency shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Agency, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Agency invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to a Agency because of Agency preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Agency payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Agency does not comply with the contract requirements, the University shall notify the Agency of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Agency may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Agency will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Agency may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Agency has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Agency's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Agency, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2027.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Agency is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☐ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.
- ☒ Only Tier 2 locations shall be worked from contract execution through May 7, 2027.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$5,000.00

EXHIBIT "C"

Locations for Doral Police Department Florida's Pedestrian and Bicycle Focused Initiative High Visibility Enforcement Campaign

MIAMI-DADE COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
149	NW 25TH STREET	NW 97TH AVENUE	NW 87TH AVENUE	1.00	2	500	1700	Friday and Saturday

Data Source: Signal 4 Analytics 7/1/2020 to 6/30/2025 (downloaded February 2026). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

EXHIBIT "C"

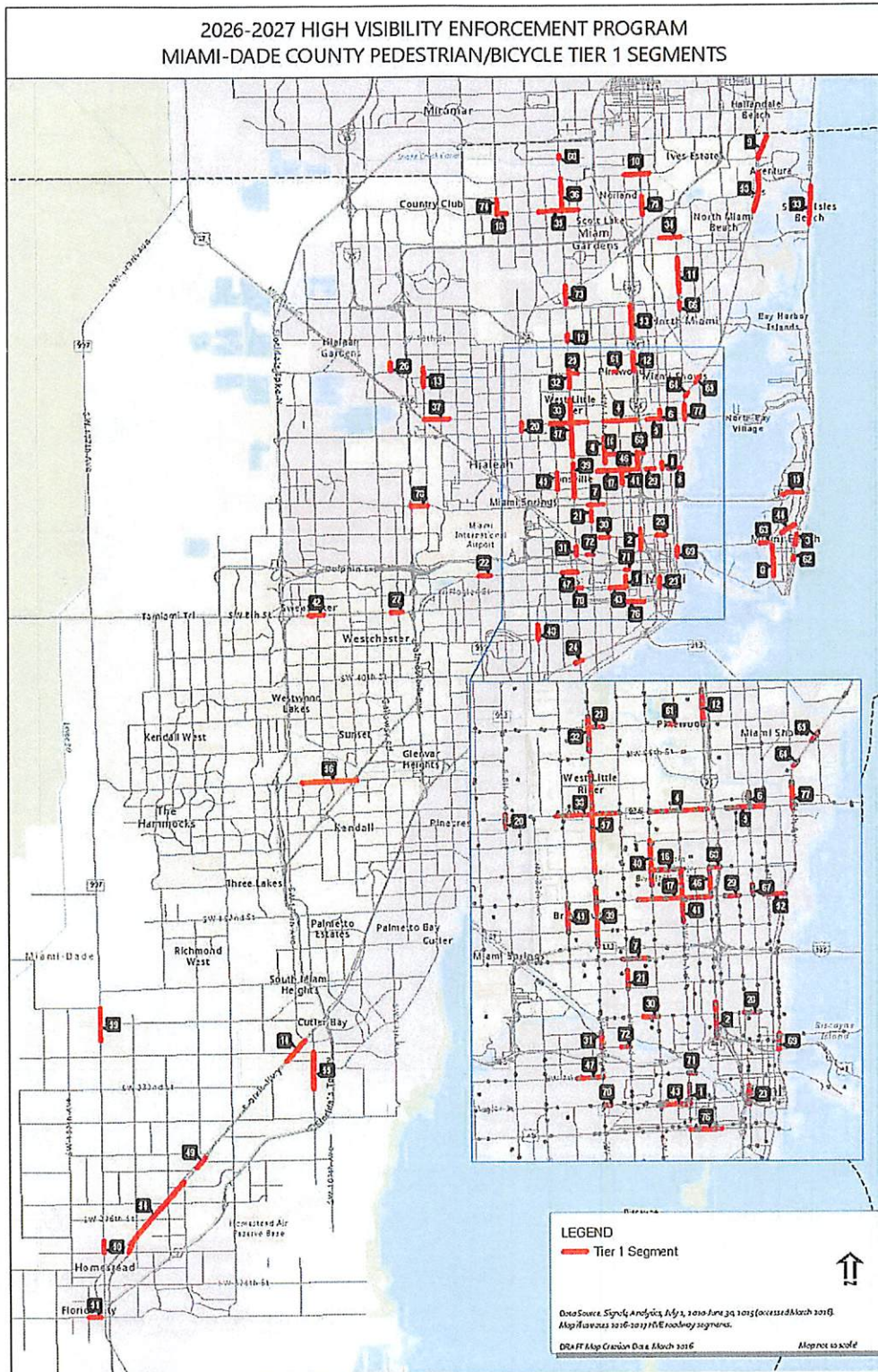
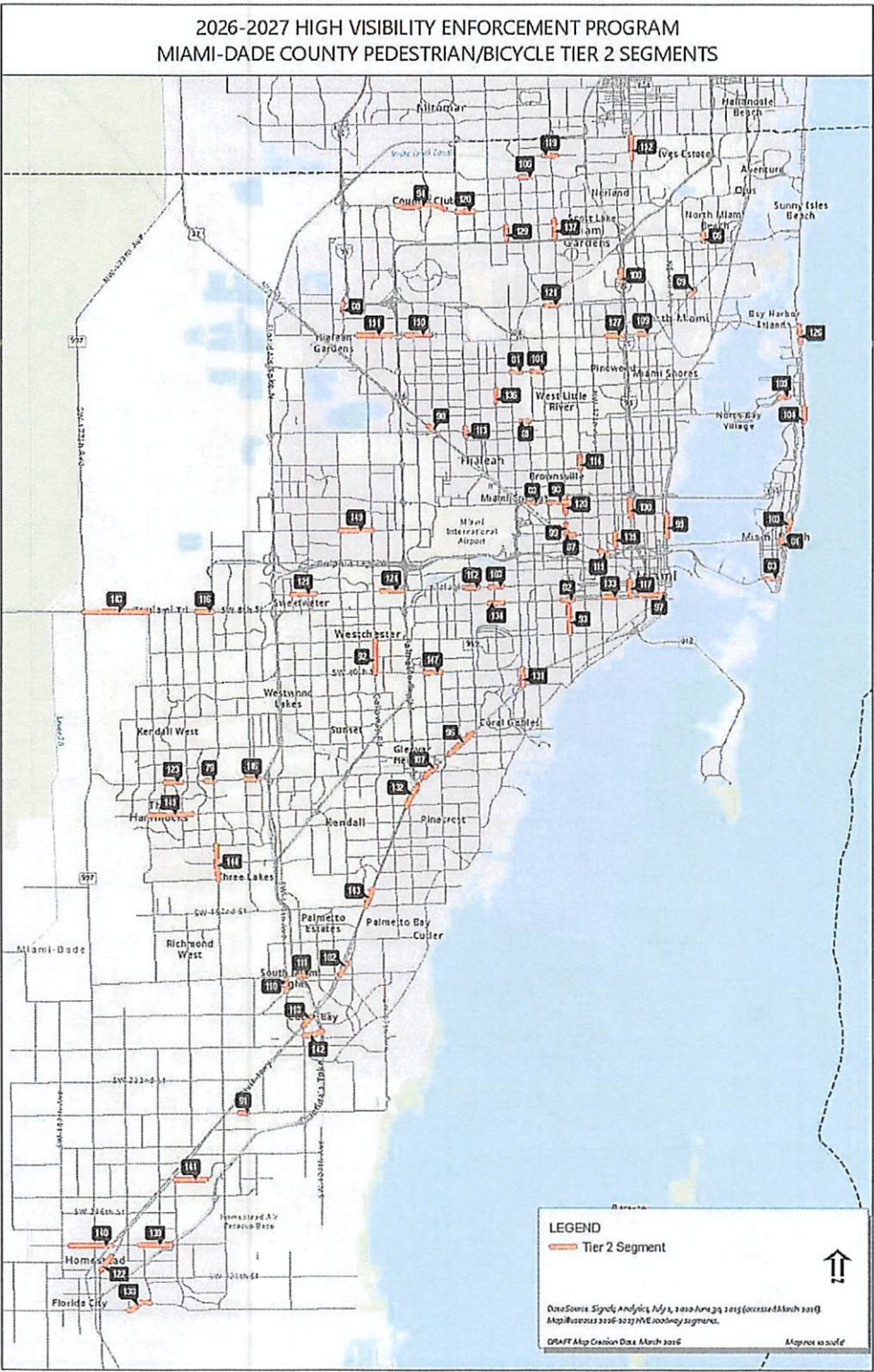


EXHIBIT "C"



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

George Androuin, Assistant Vice President

Date _____

Cameron Pucci, Director

Date _____

AGENCY ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Agency.

Agency Name: City of Doral

Address: 6100 NW 99th Avenue, Doral, FL 33178

Agency's Authorized Agent Signature

Date _____

Printed Name

Title

DocuSigned by:

Chris Craig

09/04/2026 | 9:59 PM EDT

FDOT APPROVAL

Date _____

Exhibit "D"

FY2026 - Subcontract Agreement Required Federal Clauses, Per Part V

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract #G3P01. A final invoice must be received by June 4, 2027 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA and/or FHWA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. 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.
 2. 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.
 3. 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 31 U.S.C 1352. 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.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, NHTSA, or FHWA
4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA and/or FHWA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

xi. **Indemnification and Insurance.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.