

St. Petersburg City Council

Consent Agenda
Meeting of August 28, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept a grant from The National Highway Traffic Safety Administration ("NHTSA") and Florida Department Of Transportation ("FDOT") in the amount of \$256,000 to fund the Police Department's purchase of equipment for E-Crash And E-Ticketing records system to ensure the completeness and accuracy of data through the solution's software validation process and the administrative auditing function; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$256,000 from the increase in the unappropriated balance of the Operating Grant Fund (1720), resulting from these additional revenues, to the Police Department, Information & Technology Services (140-1401), State Traffic Safety Information System Improvements Grant Project (tbd); and providing an effective date.

EXPLANATION: The St. Petersburg Police Department currently relies on inefficient and often duplicated workflows to generate, process, audit and disseminate traffic crash and citation records to incident stakeholders. Improving the completeness and accuracy of traffic crash and citation records by deploying an electronic crash (E-Crash) and citation (E-Ticketing) records system will ensure the completeness and accuracy of data through the solution's software validation process and the administrative auditing function performed by the Department's Traffic Unit - prior to the dissemination of data to incident stakeholders (DHSMV and the County Clerk's Office). The Department will rely on grant funding to acquire traffic citation printers and accessories, which are intended to help support the elimination of the inefficiencies associated with paper-based workflows.

The State Traffic Safety Information System Improvements Grant ("Grant") has been awarded by the National Highway Traffic Safety Administration ("NHTSA") and Florida Department of Transportation ("FDOT") to the City of St Petersburg in the amount of \$256,000 for the purchase of the E-Crash and E-Ticketing records system. The Grant requires no matching funds. 100% of the Grant funds will be allocated to the Police Department for equipment for E-Crash and E-Ticketing records system.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a grant from The National Highway Traffic Safety Administration ("NHTSA") and Florida Department Of Transportation ("FDOT") in the amount of \$256,000 to fund the Police Department's purchase of equipment for E-Crash And E-Ticketing records system to ensure the completeness and accuracy of data through the solution's software validation process and the administrative auditing function; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of

\$256,000 from the increase in the unappropriated balance of the Operating Grant Fund (1720), resulting from these additional revenues, to the Police Department, Information & Technology Services (140-1401), State Traffic Safety Information System Improvements Grant Project (tbd); and providing an effective date.

COST/FUNDING INFORMATION: The grant will provide funds through September 30, 2014. A supplemental appropriation in the amount of \$256,000 from the increase in the unappropriated balance of the Operating Grants Fund (1720) resulting from these additional funds, to the Police Information & Technology Services (140-1401), State Traffic Safety Information System Improvements Grant Project (tbd) is required.

Approvals:

Administration:  Budget: Devin L. Fuller Fore Services WA
Legal: 00201460.doc v.3 8-15-14

Resolution No. 2014-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION ("NHTSA") AND FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") IN THE AMOUNT OF \$256,000 TO FUND THE POLICE DEPARTMENT'S PURCHASE OF EQUIPMENT FOR E-CRASH AND E-TICKETING RECORDS SYSTEM TO ENSURE THE COMPLETENESS AND ACCURACY OF DATA THROUGH THE SOLUTION'S SOFTWARE VALIDATION PROCESS AND THE ADMINISTRATIVE AUDITING FUNCTION; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$256,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE OPERATING GRANT FUND (1720), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE POLICE DEPARTMENT, INFORMATION & TECHNOLOGY SERVICES (140-1401), STATE TRAFFIC SAFETY INFORMATION SYSTEM IMPROVEMENTS GRANT PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the St. Petersburg Police Department currently relies on inefficient and often duplicated workflows to generate, process, audit and disseminate traffic crash and citation records to incident stakeholders; and

WHEREAS, the electronic crash (E-Crash) and citation (E-Ticketing) records system will ensure the completeness and accuracy of data through the solution's software validation process and the administrative auditing function performed by the St. Petersburg Police Department; and

WHEREAS, the National Highway Traffic Safety Administration ("NHTSA") and Florida Department of Transportation ("FDOT") have awarded a grant to the City of St Petersburg in the amount of \$256,000 for the purchase of the E-Crash and E-Ticketing records system; and

WHEREAS, 100% of the grant funds will be allocated to the Police Department for the purchase of the E-Crash and E-Ticketing records system; and

WHEREAS, funds secured for this grant will be utilized for the purchase of printers, printer mounts, printer power supplies and printer batteries and necessary installation material not to exceed \$256,000; and

WHEREAS, a supplemental appropriation from the increase in the unappropriated balance of

the Operating Grant Fund (1720) resulting from these grant funds is required.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from the National Highway Traffic Safety Administration ("NHTSA") and Florida Department of Transportation ("FDOT") in the amount of \$256,000 to fund the Police Department's purchase of equipment for E-crash and E-ticketing records system to ensure the completeness and accuracy of data through the solution's software validation process and the administrative auditing function; and to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Operating Grant Fund (1720) resulting from these additional revenues, the following supplemental appropriation for FY2014:

Operating Grant Fund (1720)

Police Department, Information & Technology Services (140-1401),
State Traffic Safety Information System Improvements Grant Project (TBD) \$256,000

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: Administration:
Budget:

Legal: 00201461. V.3



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

August 8, 2014

David DeKay, Chief
St. Petersburg Police Department
1300 First Avenue North
St. Petersburg, FL 33705

RE: St. Petersburg PD eCrash and eTicketing
Project Number: M3DA-14-18-14
DOT Contract Number: ARK41

Dear Chief DeKay:

Your application to the Florida Department of Transportation for highway safety funds has been approved. We are pleased to make this award in the amount of \$256,000.00 for the purpose of St. Petersburg PD eCrash and eTicketing. A copy of the approved subgrant agreement referenced above is enclosed for your file. All correspondence with the Department should always refer to the project number and the Department's contract number.

The effective date of the subgrant agreement is August 7, 2014, and only those costs incurred on or after that date and before October 1, 2014 are eligible for reimbursement. Your subgrant provides reimbursement of personnel costs. Part V of the subgrant requires that reimbursement requests for subgrants with personnel costs be submitted monthly if paid on a monthly basis and after every two pay periods if paid bi-weekly. You must provide this office with the name(s) of the individual(s) whose salary is being reimbursed under the subgrant, and this office must be notified in writing immediately if personnel changes occur during the subgrant period. If notification is not provided to this office, salary costs will not be reimbursed.

Please review Part V of the subgrant agreement entitled "Acceptance and Agreement." This section contains the legal conditions of your subgrant.

We look forward to working with you on this project. If you have any questions or need assistance, please contact Danielle King at (850) 245-1523, who will be coordinating this activity.

Sincerely,

Kenneth L. Ellis
Traffic Safety Administrator

KLE/dk
Enclosures

cc: FDOT Contract Payment Section
Gary Cornwell, CFO
Lt. Cleven Wyatt, Project Director

SF961SM@dot.state.fl.us 10381169

SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARK41

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARK41 Contract Type: AJ Method of Procurement: G
Vendor Name: CITY OF ST PETER
Vendor ID: VF596000424044
Beginning date of this Agmt: 08/04/14
Ending date of this Agmt: 09/30/14
Contract Total/Budgetary Ceiling: ct = \$256,000.00

Description:
M3DA-14-18-14, St Petersburg PD, eCrash & eTicketing

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE (6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

671000961 *OM *790087 * 256000.00 *40660428402 *174 *20.616
25 *55150200 *088796/15
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 256,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 08/05/2014

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

<i>For D.O.T Use Only</i>	
Project Number: M3DA-14-18-14	DOT Contract Number: ARK41
Federal Funds Allocated: \$256,000.00	Date Approved: 08/07/14
Subgrant Period: 08/07/14 - 09/30/14	Date Revised:
Subgrant History: (1)	(2) (3)

Part I: GENERAL ADMINISTRATIVE INFORMATION

(See Instructions for Highway Safety Subgrant Applications)

1. Project Title: St. Petersburg PD eCrash and eTicketing

2. Type of Application: Initial Continuation

3. Requested Subgrant Period: _____ to _____

4. Support Sought: \$256,000.00 Matching Share: \$0.00 Total Budget: \$256,000.00

5. Applicant Agency (Subgrantee):
 St. Petersburg Police Department
 1300 First Avenue North
 St. Petersburg, Florida 33705

Telephone: (727) 893 - 7780

6. Implementing Agency:
 St. Petersburg Police Department
 1300 First Avenue North
 St. Petersburg, Florida 33705

Telephone: (727) 893 - 7780

7. Federal ID Number:
9-6000424

8. State FLAIR Number(State Agencies)

9. Chief Financial Officer:
 Gary G. Cornwell, Ph.D.
 City Administrator
 P.O. Box 2842
 St. Petersburg, Florida 33731

Telephone Number: (727) 893 - 7032

Fax Number: () -

E-Mail Address: Gary.Cornwell@stpete.org

10. Project Director:
 Cleven Wyatt
 Lieutenant
 St. Petersburg Police Department
 1300 First Avenue North
 St. Petersburg, Florida 33705

Telephone Number: (727) 893 - 4060

Fax Number: () -

E-Mail Address: Cleven.Wyatt@stpete.org

Subgrant funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration, Catalog of Federal Domestic Assistance Number – 20.616, National Priority Safety Programs through the Florida Department of Transportation. The Dun and Bradstreet Data Universal Numbering System (DUNS) Number for the Florida Department of Transportation is 80-939-7102. Compliance requirements applicable to the federal resources awarded pursuant to this agreement are: Activities Allowed or Unallowed, Matching, Level of Effort, Earmarking and Reporting.

Part II: PROJECT PLAN AND SUPPORTING DATA

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

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

Start below and use additional pages as necessary.

1. **Statement of the Problem:** The St. Petersburg Police Department currently relies on inefficient and often duplicated workflows to generate, process, audit and disseminate traffic crash and citation records to incident stakeholders. In addition, a significant portion of those workflows are dependent upon paper-based information, which has adversely impacted: (a) the completeness of data, (b) errors in critical data elements, (c) timeliness of data entry, (d) report rejection rates, (e) convictions, and (f) the timeliness of data dissemination to DHSMV (crash reports) and the County Clerk's Office (traffic citations).

2. **Proposed Solution:** Improve the completeness and accuracy of traffic crash and citation records by deploying an electronic crash (e-Crash) and citation (e-Ticketing) records system solution. This solution will ensure the completeness and accuracy of data through the solution's software validation process and the administrative auditing function performed by the Department's Traffic Unit - prior to the dissemination of data to incident stakeholders (DHSMV and the County Clerk's Office). In the context of uniformity, the electronic traffic citation system will allow citation fields to be automatically populated using data from an FCIC/NCIC return or a driver's license magnetic strip. In addition, the system will use table-driven drop-down menus for all data elements required by TCATS that have uniform codes. In the context of timeliness, both traffic crash and citation records will be disseminated electronically after software validation and Traffic Unit auditing has been concluded - avoiding costly delays associated with paper-based information and workflows. Ultimately, in addition to the no-cost acquisition of the eCrash and eTicketing system (TraCS), the Department will rely on grant funding to acquire traffic citation printers and accessories, which are intended to help support the elimination of the inefficiencies associated with paper-based workflows. Rather, in the interest convenience, only citizens will be the recipient of printed citations and this in no way will impede improved electronic workflows.

3. The objectives are:

A.) Improve the completeness and accuracy of the traffic crash records system by September 30, 2016.

Strategy: The electronic crash records system ensures the completeness and accuracy of data through its software validation process. All crash reports go through the software validation process before they are transferred to the central repository, audited by the Traffic Unit and ultimately, forwarded to DHSMV. If a crash report fails to pass the software validation process, for a reason such as a missing critical data element(s) or errors in a critical data element(s), the system alerts the users of what that data element issue is and instructs them to complete and/or correct it. The system will not allow a crash report to be issued and transferred to the central repository if it does not pass the validation process. Therefore, crash reports that go through to the central repository are ensured to be complete. The Traffic Unit will audit and make any necessary corrections to all crash reports before crash records are electronically disseminated to DHSMV. As the State defines new critical data elements or removes outdated ones, the designated vendor updates the system in order to ensure compliance with state and local requirements. The software automatically updates for each user at our agency the next time they log in after an update. This hands-off updating capability ensures updates are received and applied without any errors or complications and that all of our users have the latest version of the software.

B.) Improve timeliness of the traffic crash records system by September 30, 2016.

Strategy: The electronic crash records system allows for electronic submission of crash reports, greatly improving the timeliness of data. When the crash report is completed, it is transferred to the central repository where it then moves according to the agency's workflow process. After completing that process and being approved by the Traffic Unit, it is sent electronically to the DHSMV. The system eliminates time wasted by paper-pushing, misfiling, redundant data entry

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

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

Start below and use additional pages as necessary,
and physically mailing crash records to DHSMV.

C.) Improve completeness of the traffic citations records system by September 30, 2016.

Strategy: The electronic citation system ensures the completeness of data through its software validation process. All citations go through the software validation process before they are issued and transferred to the central repository. If a citation fails to pass the software validation process, for a reason such as a missing critical data element, the system alerts the users of what that data element issue is and instructs them to complete it. The system will not allow a citation to be issued and transferred to the central repository if it does not pass the software validation process. Therefore, citations that go through to the central repository are ensured to be complete, which will reduce the number of missed convictions due to missing critical data elements. The Traffic Unit will audit and make any necessary corrections to all traffic citations before they are electronically disseminated to County Clerk's Office. As the State defines new critical data elements or removes outdated ones, the designated vendor updates the system in order to ensure compliance with state and local requirements. The software automatically updates for each user at our agency the next time they log in after an update. This hands-off updating capability ensures updates are received and applied without any errors or complications and that all of our users have the latest version of the software.

D.) Improve uniformity of the traffic citations records system by September 30, 2016.

Strategy: The electronic citation system allows for citation fields to be automatically populated using data from an FCIC/NCIC return or a driver's license magnetic strip or 2-D barcode using a swipe or strip reader. Using this data is one way the system helps to ensure uniformity among data elements. Additionally, the system uses table-driven drop-down menus for all data elements required by TCATS that have uniform codes. This allows users to complete those data elements with predefined values that are defined and acceptable by TCATS.

E.) Improve timeliness of the traffic citation records system by September 30, 2016.

Strategy: The electronic citation system allows for electronic submission of citations, greatly improving the timeliness of data. When the citation is completed, it is transferred to the central repository where it then moves according to the agency's workflow process. After completing that process and being approved by the Traffic Unit, it is sent electronically to the County Clerk's Office. The system eliminates time wasted by paper-pushing, misfiling, redundant data entry and physically mailing citations to the County Clerk's Office.

4. Evaluation of the success of the project will include: SPPD will evaluate the success of the project by surpassing current benchmarks and meeting its goals for Completeness, Accuracy, Uniformity and Timeliness performance measures by the end of the first year.

Completeness (Crash): Based on performance measure C-C-1, SPPD will reduce the number of crash reports missing critical data elements to 5% at the initial stage of the crash report approval process by the end of the first year. At SPPD in 2013, 30% of crash reports were missing critical data elements at the initial stage of the crash report approval process. The electronic crash report system will reduce the amount of time spent in internal review finding these errors and time spent by officers correcting them.

Completeness (Traffic): Based on performance measure C/A-C-1, SPPD will decrease the percentage of missed convictions due to missing critical data elements to 2% by the end of the first year, which is a generally accepted percentage to account for human error. This will be achieved through the electronic citation system's data validation

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

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

Start below and use additional pages as necessary.

process that checks critical data elements and denies issuance and submission of a citation until those critical data elements are completed. Research from the University of Pittsburgh School of Law indicates that on average, 10% of citations in a paper-based system lead to missed convictions because of missing data or errors. At SPPD in 2013, almost 20% of citations were flagged during internal review for missing or erroneous data and sent back to the issuing officer for correction. The electronic citation system would reduce the amount of time spent in internal review finding these errors and time spent by officers correcting them, while still maintaining a low percentage of citations leading to missed convictions because of missing critical data elements. SPPD will track the percentage of missed convictions due to missing critical data elements at the end of the first year with the goal being 2% or less. In addition, SPPD will reduce the number of citations rejected during the internal review for missing and erroneous data sent back to the issuing officer for correction to 5%.

Accuracy (Crash): Based on performance measure C-A-1, SPPD will reduce the number of crash reports containing errors in critical data elements to 5% at the initial stage of the crash report approval process. At SPPD in 2013, 30% of crash reports had errors in critical data elements at the initial stage of the crash report approval process. The electronic crash report system would reduce the amount of time spent in internal review finding these errors and time spent by officers correcting them.

Uniformity (Traffic): Based on performance measure C/A-U-2, SPPD will increase the percentage of citations transmitted electronically to the County Clerk's Office using TCATS uniform codes for data elements where uniform codes are available to 100% by the end of the first year. Currently, 0% of citations are transmitted to the County Clerk's Office electronically using TCATS uniform codes. The electronic citation system will use table-based drop-down menus, FCIC/NCIC returns and driver's license magnetic strips or 2-D barcodes to ensure data entered into fields use TCATS uniform codes where available. The TCATS interface supplied by the designated vendor will ensure that the data is transmitted to the County Clerk's Office electronically. SPPD will track the monthly percentage of citations transmitted to the County Clerk's Office using TCATS uniform codes. By the end of the first year, the goal will be to have 100% of citations each month being transmitted to the County Clerk's Office using TCATS uniform codes.

Timeliness (Crash): Based on performance measure C-T-2, SPPD will increase the agency average of 60% for entry of crash reports within 7 days from the date of the crash to 100% by the end of the first year.

Timeliness (Traffic): Based on performance measure C/A-T-1, SPPD will reduce the average time between when a citation is issued to the time the data is received by the County Clerk's Office TCATS to 24 hours or less after the first year. This will be achieved by using the designated vendor's TCATS interface to send citation data electronically from the electronic citation system to the County Clerk's Office TCATS. This will greatly reduce the time it takes to send citations to the County Clerk's Office and have the data entered into the court system through a paper-based process, which averages about 12 days nationally according to research by the University of Pittsburgh School of Law. At SPPD there is an average of 5 days from when a citation is issued until it reaches the County Clerk's Office. Additionally, based on the TRCC's goal of increasing electronic submission of citation data in the state, SPPD will increase its electronic transfer of citation data to the County Clerk's Office from 0% to 100% by the end of the first year. SPPD will track the average time between citation issuance and submission to TCATS with the goal being an average of less than 24 hours by the end of the first year. Additionally, SPPD will track the percentage of citations transmitted electronically to the County Clerk's Office each month with the goal of 100% by the end of the first year. Finally, SPPD will disseminate citations to traffic law offenders by printing citations on portable printers, which will be mounted in designated Department vehicles.

5. Milestones: Refer to the Timetable for Milestones.

Milestones	Timetable for Milestones											
	1 st Quarter			2 nd Quarter			3 rd Quarter			4 th Quarter		
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Deploy "Training" TraCS and associated SQL databases	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Deploy TraCS client application to test group workstations and laptops	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Conduct vendor-led train-the-trainer training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Configure and test TraCS forms validation and approval process	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Configure and test FCIC/NCIC Interface	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Configure and test TCATS and DHSMV interfaces	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Configure and test the Department's I/CAD to TraCS interface	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Configure and test interface to export PDF crash reports to the Department's FTP site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Install, configure and test printers and accessories assigned to test group	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Select printer and accessories manufacturer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Publish requirements and coordinate RFP with the assistance of Procurement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Issue RFP for printers & accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Receive bids for printers & accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Select bid for printers & accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
Purchase printers and accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
Receive delivery of printers and accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
Install and configure printers and accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
Deploy "Live" TraCS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
Activate all "Live" TraCS interfaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
Deploy TraCS client application Department-wide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
Conduct Department-wide personnel training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
Evaluate performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
	<input type="checkbox"/>	<										



Part III: PROJECT DETAIL BUDGET

Project Title: St. Petersburg PD eCrash and eTicketing

Project Number: M3DA-14-18-14

Contract Number: ARK41

Each budget category subtotal listed below cannot be exceeded. All individual line item costs are estimates, and the State Safety Office may approve monetary shifts between line items, not to exceed the subtotal of each budget category.

BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
A. Personnel Services				
N/A	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0
B. Contractual Services				
N/A	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0
C. Expenses				
Printers	\$206,000	\$206,000	\$0	\$0
Printer Mounts	\$24,000	\$24,000	\$0	\$0
Printer Power Supplies	\$6,000	\$6,000	\$0	\$0
Printer Batteries	\$20,000	\$20,000	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$256,000	\$256,000	\$ 0	\$ 0

Budget Modification Number: _____
Effective Date: _____

BUDGET NARRATIVE

Project Title: St. Petersburg PD eCrash and eTicketing

Project Number: M3DA-14-18-14

Contract Number: ARK41

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.

A. Personnel Services: None

B. Contractual Services: None

C. Expenses: Funds secured for this grant will be utilized for the purchase of printers, printer mounts, printer power supplies and printer batteries and necessary installation materials. The total maximum expenditure for printers and portable printer accessories will not exceed \$256,000.

D. Operating Capital Outlay: None

E. Indirect Cost: None

Budget Modification Number: _____
Effective Date: _____

Part IV: REPORTS

Quarterly Progress Report Narrative for the _____ quarter.

Project Title: St. Petersburg PD eCrash and eTicketing

Project Number: M3DA-14-18-14

Implementing Agency: St. Petersburg Police Department

Project Director: Lieutenant Clevon Wyatt

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

QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS for the THIRD quarter.

Project Title: St. Petersburg PD eCrash and eTicketing
 Project Number: M3DA-14-18-14
 Implementing Agency: St. Petersburg Police Department
 Project Director: Lieutenant Cleven Wyatt

Performance Indicators	Milestones Accomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Month Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
Number of crash reports forwarded to DHSMV.	0	0	0	0		0
Number of traffic citations forwarded to the County Clerk's Office.	0	0	0	0		0
Number of crash reports rejected by DHSMV.	0	0	0	0		0
Number of traffic citations rejected by the County Clerk's Office.	0	0	0	0		0
Portable printer installations.	0	0	0	0		0
	0	0	0	0		0
	0	0	0	0		0
	0	0	0	0		0
	0	0	0	0		0

Final Narrative Report

Project Title: St. Petersburg PD eCrash and eTicketing

Project Number: M3DA-14-18-14

Implementing Agency: St. Petersburg Police Department

Project Director: Lieutenant Clevon Wyatt

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

Part V: Acceptance and Agreement

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

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

2. Responsibility of Subgrantee. The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; 2 C.F.R. 225 (OMB Circular A-87), **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, hereby incorporated by reference, (hereinafter referred to as Applicable Federal Law).

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

(a) Section 287.133 (2)(a), F.S.

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

(b) Section 287.134 (2)(a), F.S.

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

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

All contractual service agreements shall include as a minimum the following information:

Beginning and end dates of the agreement (not to exceed the grant period);
Total contract amount;
Scope of work/Services to be provided;
Budget/Cost Analysis; and
Method of compensation/Payment Schedule.

All contractual service agreements shall contain the following statement:

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

All invoices for contractual services shall contain the following certification statement and must be signed by the contractor:

All costs are true and valid costs incurred in accordance with the 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. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the subgrantee.

6. Travel. Travel costs for approved travel shall be reimbursed in accordance with the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, hereby incorporated by reference, but not in excess of provisions in Section 112.061, Florida Statutes. All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-grant-specified work area travel shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding \$150 per day that are to be reimbursed. Rates exceeding \$150 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds \$150.

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

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

Changes to the subgrant agreement shall be in the form of a written request signed by the Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency. Requests for changes to the subgrant budget must be postmarked no later than June 30 of the fiscal year to be considered. Requests for budget changes postmarked after June 30 will be denied. Delegations of signature authority will not be accepted for modification requests.

8. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, hereby incorporated by reference, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing

agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

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

10. Excusable Delays.

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

(b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

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

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

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

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, hereby incorporated by reference, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by OMB

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

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

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

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

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

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

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

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

- (a) Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450
- (b) Federal Audit Clearinghouse
Bureau of the Census
1201 East 10 Street
Jeffersonville, IN 47132
- (c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

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

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

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

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

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

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

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09). Appropriate documentation supportive of the reported costs must accompany each claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Disadvantaged Business Enterprises (DBE).

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

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

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

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

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

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

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

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

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

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

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

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

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

(seq.), herein incorporated by reference. The subgrantee shall include this provision in all subcontract awards in excess of \$100,000.

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

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

Personnel hired under the grant shall not hold the position of Project Director.

The State Safety Office reserves the right to require activity reports to demonstrate that personnel hired under the agreement or equipment purchased with grant funds meet the requirements as specified by the subgrant.

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

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

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

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

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

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

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

37. Certification for Equipment Costing More than \$1,000 per Item. The head of any implementing agency purchasing equipment costing more than \$1,000 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment that is damaged, stolen, or lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

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

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

40. Buy America Act. The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act (23 U.S.C. 313 et seq) herein incorporated by reference. The subgrantee shall include the Buy America provisions in all subcontract awards.

41. Special Conditions.
E-VERIFY

Vendors/Contractors:

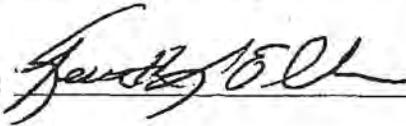
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise 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 contract term.

PROJECT NUMBER: M3DA-14-18-14

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

(For DOT Use Only)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: 

Title: Traffic Safety Administrator

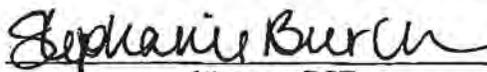
Date: 8-7-14

Attest: 

FEDERAL FUNDS ALLOCATED

\$256,000.00

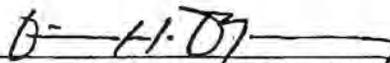
Reviewed for the Department of Transportation:

By: 
Attorney - DOT

Date: 8-6-14

SUBGRANTEE

St. Petersburg Police Department
Name of Applicant Typed

By: 
Signature of Authorized Representative

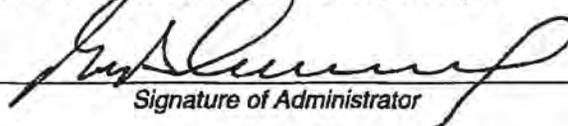
David DeKay
Authorized Representative's Name Typed

Title: Interim Chief of Police

Date: July 11, 2014

Attest: 
Signature of Witness

ADMINISTRATOR OF IMPLEMENTING AGENCY

By: 
Signature of Administrator

Gary G. Cornwell, Ph.D.
Administrator's Name Typed

Title: City Administrator

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