

- |   |  |  |                |                |                    |                       |               |                        |
|---|--|--|----------------|----------------|--------------------|-----------------------|---------------|------------------------|
| <p><b>1. Award No.</b><br/>693JJ32150011</p>  | <p><b>2. Effective Date</b><br/>See No. 16 Below</p>   | <p><b>3. Assistance Listing No. &amp; Title</b><br/>20.200</p> |                |                |                    |                       |               |                        |
| <p><b>4. Award To</b></p> <p>Pinellas County Government<br/>Transportation Division, Public Works<br/>Building One<br/>22211 U.S. Highway 19 N.<br/>Clearwater, FL 33765-2328</p> <p>DUNS No.: 0552002160000<br/>TIN No.: 596000800</p> | <p><b>5. Sponsoring Office</b></p> <p>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Acquisition &amp; Grants Management<br/>1200 New Jersey Avenue, SE<br/>HCFA-32, Mail Drop E62-204<br/>Washington, DC 20590</p>  |  |                |                |                    |                       |               |                        |
| <p><b>6. Period of Performance</b></p> <p>36-Months from the Effective Date<br/>of Award</p>  | <p><b>7. Total Amount</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Federal Share:</td> <td style="text-align: right;">\$4,622,880.00</td> </tr> <tr> <td>Non-Federal Share:</td> <td style="text-align: right;"><u>\$6,289,000.00</u></td> </tr> <tr> <td><b>Total:</b></td> <td style="text-align: right;"><b>\$10,911,880.00</b></td> </tr> </table> |  | Federal Share: | \$4,622,880.00 | Non-Federal Share: | <u>\$6,289,000.00</u> | <b>Total:</b> | <b>\$10,911,880.00</b> |
| Federal Share:  | \$4,622,880.00   |  |                |                |                    |                       |               |                        |
| Non-Federal Share:  | <u>\$6,289,000.00</u>  |  |                |                |                    |                       |               |                        |
| <b>Total:</b>   | <b>\$10,911,880.00</b>   |  |                |                |                    |                       |               |                        |
| <p><b>8. Type of Agreement</b></p> <p>Cooperative Agreement</p>   | <p><b>9. Authority</b></p> <p>23 U.S.C. 503(c)(4)</p>  |  |                |                |                    |                       |               |                        |
| <p><b>10. Procurement Request No.</b></p> <p>HOTM210138PR</p>   | <p><b>11. Federal Funds Obligated</b></p> <p>\$4,622,880.00</p>  |  |                |                |                    |                       |               |                        |
| <p><b>12. Submit Payment Requests To</b></p> <p>See "Payment" clause in General Terms and<br/>Conditions</p>  | <p><b>13. Payment Office</b></p> <p>See "Payment" clause in General Terms and<br/>Conditions</p>   |  |                |                |                    |                       |               |                        |
| <p><b>14. Accounting and Appropriations Data</b></p> <p>15X044A060.0000.070N44A600.7001000000.41050.61006600.0000000000.0000000000.00000000<br/>00.0000000000 -- \$4,622,880.00</p>   |  |  |                |                |                    |                       |               |                        |

**15. Research Title and/or Description of Project**

Pinellas Connected Community

**Pinellas County Government**



9/27/2021

\_\_\_\_\_  
Signature Date  
Name: Barry A. Burton  
Title: County Administrator

**16. Federal Highway Administration**

\_\_\_\_\_  
Signature Date  
Title: Agreement Officer

**Box 16 Continued:**

    N/A    

Signature

Name:

Title:

**APPROVED AS TO FORM**

By:     *Brendan Mackesey*      
Office of the County Attorney

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## ATTACHMENT(s):

1. Technical Application
2. Budget Application

## SECTION A - AGREEMENT DESCRIPTION

### A.1 STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) enters into this Cooperative Agreement (Agreement) with Pinellas County, a political subdivision of the State of Florida, to develop model deployment sites for large scale installation and operation of advanced transportation technologies to improve safety, efficiency, system performance, and infrastructure return on investment. These model deployments are expected to provide benefits in the form of:

- reduced traffic-related fatalities and injuries;
- reduced traffic congestion and improved travel time reliability;
- reduced transportation-related emissions;
- optimized multimodal system performance;
- improved access to transportation alternatives, including for underserved populations;
- public access to real time integrated traffic, transit, and multimodal transportation information to make informed travel decisions;
- cost savings to transportation agencies, businesses, and the traveling public; or
- other benefits to transportation users and the general public.

The purpose of this Agreement is to promote the use of innovative transportation solutions. The deployment of these technologies will provide Congress and the United States Department of Transportation (DOT) with valuable real-life data and feedback to inform future decision making.

### A.2 LEGISLATIVE AUTHORITY

Specific statutory authority for conducting this effort is found in 23 U.S.C. §503(c)(4), which authorizes the Secretary of Transportation to "...establish an advanced transportation and congestion management technologies deployment initiative to provide grants to eligible entities to develop model deployment sites for large scale installation and operation of advanced transportation technologies to improve safety, efficiency, system performance, and infrastructure return on investment."

Per 23 U.S.C. §503(c)(4)(l)(i), funding for this effort is available from amounts authorized under §6002(a)(1), §6002(a)(2), and §6002(a)(4) of Public Law 114-94, the Fixing America's Surface Transportation (FAST) Act.

The authority to enter into a cooperative agreement for this effort is found under 23 U.S.C. §502 - Surface Transportation Research, Development, and Technology, paragraph (b)(3) which states:

**"(3) cooperation, grants, and contracts.** — The Secretary may carry out research, development, and technology transfer activities related to transportation—

**(A)** independently;

**(B)** in cooperation with other Federal departments, agencies, and instrumentalities and Federal laboratories; or

**(C)** by making grants to, or entering into contracts and cooperative agreements with one or more of the following: the National Academy of Sciences, the American Association of

State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit or nonprofit corporation, organization, foreign country, or any other person.”

Per 23 U.S.C. §503(c)(4)(J), the Federal share of the cost of a project for which a cooperative agreement is awarded under this subsection shall not exceed 50 percent of the cost of the project.

### **A.3 BACKGROUND**

States and jurisdictions across the country are tackling transportation challenges that often result in congestion and unreliable travel for people and goods, negative impacts on the environment, and reduced safety for users and vehicles. According to the Texas A&M University Transportation Institute, Americans spend on average over 40 hours per person stuck in traffic each year for an annual financial cost of \$121 billion. Research indicates that cities account for 67% of all greenhouse gases (GHGs) released into the atmosphere, and the transportation sector is the second-biggest source of GHG emissions, responsible for emitting 28% of GHGs into the atmosphere. There were 32,675 deaths and more than 2.3 million injuries from vehicle crashes in 2014, and there were more than 6.1 million reported motor vehicle crashes. Recognizing that implementing technology solutions can help address transportation safety, mobility, and air quality challenges, section 6004 of the FAST Act establishes the advanced transportation and congestion management technologies deployment initiative.

Projects funded under this initiative will deploy advanced transportation and congestion management technologies, including:

- i. **Advanced traveler information systems** – Systems that provide real time, predicted, and individualized information about travel choices, based on data from sensors (traffic, weather), mobile sources (personal portable devices, connected vehicles), and other information systems (public transportation, shared-use mobility, traffic incident management, construction, parking, congestion pricing/tolls or other costs) to allow travelers and shippers to make informed decisions regarding destinations, when to travel, routes, or modes. This information should be publicly accessible and not limited to users with smart phones.
- ii. **Advanced transportation management technologies** – Technologies that assist transportation system operators in managing and controlling the performance of their systems to provide optimal services or respond to dynamic conditions, including interjurisdictional and intermodal coordination; technologies may include traffic signal equipment, advanced data collection and processing (from sensors, connected vehicles and other mobile sources, other information systems), dynamic lane controls/configurations, and cooperative transportation management algorithms including pricing strategies across jurisdictions/agencies/facilities/modes.
- iii. **Infrastructure maintenance, monitoring, and condition assessment** – Technologies and systems that monitor the behavior or assess the condition of transportation infrastructure to allow agencies to better manage their transportation assets through optimizing resource allocation, preventative maintenance processes, and responses to critical conditions.
- iv. **Advanced public transportation systems** – Technologies that assist public transportation system operators or other shared mobility entities in managing and optimizing the provision of public transportation and mobility services; technologies may include remote fleet monitoring systems, coordinated communication systems, algorithms, and applications to enable better transit connections for users, advanced data collection and processing (from sensors,

mobile/connected sources, other information systems) to provide dynamic responsive transit services, and communication and data systems that enable shared mobility services.

- v. **Transportation system performance data collection, analysis, and dissemination systems** – Technologies and systems that actively monitor the performance of and interactions between transportation systems and permit agencies and other interested entities to conduct analyses and research, and explore innovative, value-added products and services.
- vi. **Advanced safety systems, including vehicle-to-vehicle and vehicle-to-infrastructure communications, technologies associated with autonomous vehicles, and other collision avoidance technologies, including systems using cellular technology** – Deployment of technology-based safety systems such as described at Safer Car (<http://www.safercar.gov/>) or at the Intelligent Transportation Systems (ITS) Program (<https://www.its.dot.gov/index.htm>), or other applicable safety technologies.
- vii. **Integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems** – Technologies that link information from ITS and other transportation systems with information from Smart Grid and other energy distribution and charging systems to provide users with better information related to opportunities for recharging electric vehicles, and to provide energy distribution agencies with better information related to potential transportation-user demand.
- viii. **Electronic pricing and payment systems** – Technologies that permit users to electronically conduct financial transactions for mobility services across jurisdictions and agencies, such as unified fare collection, payment, and tolling systems across transportation modes; or
- ix. **Advanced mobility and access technologies, such as dynamic ridesharing and information systems to support human services for elderly and disabled individuals** – Technologies and systems that leverage data and communications systems to allow public agencies and human service organizations to provide improved mobility services to at-risk users such as elderly, disabled, or other individuals that require transportation assistance.

Advanced technologies can also help to revitalize neighborhoods and regions by attracting more business or residential developments to bring opportunities closer to where people live. Technologies also help provide transportation options and improved multimodal transportation systems, allowing users to have access to safe, reliable, and affordable connections to employment, education, healthcare, goods delivery, and other services. As such, technology helps create pathways to jobs and economic opportunity for traditionally disadvantaged populations.

ITS are laying the groundwork for innovative transportation solutions, with many locations currently serving as laboratories for new types of transportation services. Integrating ITS, connected vehicle technologies, automated vehicles, and other advanced technologies within the context of a jurisdiction or region provides enhanced travel experiences and makes moving people and goods safer, more efficient, and more secure. By enhancing the effective management and operation of the transportation system, these solutions can leverage existing infrastructure investments, enhance mobility, sustainability, and livability for citizens and businesses, and greatly increase the attractiveness and competitiveness of jurisdictions and regions.

#### **A.4 VISION, GOALS, AND FOCUS AREAS**

The DOT recognizes that each location has unique attributes, and each location's proposed deployment will be tailored to their vision and goals. Applications may be submitted for deploying any eligible technology. However, this section provides a framework for applicants to consider in the development of a proposed deployment by presenting the DOT's vision, goals, and focus areas.

The DOT's vision for the ATCMTD initiative is the deployment of advanced technologies and related strategies to address issues and challenges in safety, mobility, sustainability, economic vitality, and air quality that are confronted by transportation systems owners and operators. The advanced technologies are integrated into the routine functions of the location or jurisdiction and play a critical role in helping agencies and the public address their challenges. Management systems within transportation and across other sectors (e.g., human services, energy, and logistics) share information and data to communicate between agencies and with the public. These management systems provide benefits by maximizing efficiencies based on the intelligent management of assets and the sharing of information using integrated technology solutions. The advanced technology solutions and the lessons learned from their deployment are used in other locations, scaled in scope and size, to increase successful deployments and provide widespread benefits to the public and agencies

Goals for the advanced transportation and congestion management technologies deployment initiative include:

- Reduced costs and improved return on investments, including through the enhanced use of existing transportation capacity;
- Delivery of environmental benefits that alleviate congestion and streamline traffic flow;
- Measurement and improvement of the operational performance of the applicable transportation networks;
- Reduction in the number and severity of traffic crashes and an increase in driver, passenger, and pedestrian safety;
- Collection, dissemination, and use of real time transportation related information to improve mobility, reduce congestion, and provide for more efficient and accessible transportation, including access to safe, reliable, and affordable connections to employment, education, healthcare, freight facilities, and other services;
- Monitoring transportation assets to improve infrastructure management, reduce maintenance costs, prioritize investment decisions, and ensure a state of good repair;
- Delivery of economic benefits by reducing delays, improving system performance and throughput, and providing for the efficient and reliable movement of people, goods, and services;
- Accelerated deployment of vehicle-to-vehicle, vehicle-to-infrastructure, and automated vehicle applications, and autonomous vehicles and other advanced technologies;
- Integration of advanced technologies into transportation system management and operations;
- Demonstration, quantification, and evaluation of the impact of these advanced technologies, strategies, and applications towards improved safety, efficiency, and sustainable movement of people and goods; and
- Reproducibility of successful systems and services for technology and knowledge transfer to other locations facing similar challenges.

#### **A.5 STATEMENT OF WORK**

The Recipient shall execute their proposed work plan as detailed in Attachment 1.

## A.6 DELIVERABLES

The Recipient shall provide the deliverables detailed in Attachment 1 and the following items:

\*Award date is shown on page 1, Block 16, FHWA signature date.

\*\* FHWA may agree to modify due dates, upon the reasonable request of Pinellas County.

Deliverable	Approximate Due Date	Section 508 Compliant?
<p><b>Kick-off Meeting</b> Conduct a kick-off meeting with DOT at a mutually-agreed-upon location or format, if remote.</p>	Within 6 weeks after award	No
<p><b>Quarterly Progress Reports</b> Submit progress reports to document activities performed, anticipated activities, and any changes to schedule or anticipated issues.</p>	Quarterly in accordance with Section C.5.B	No
<p><b>Project Management Plan</b> The Recipient shall submit to FHWA's Agreement Officer's Representative (AOR) for approval a Project Management Plan, which shall include, at a minimum:</p> <ul style="list-style-type: none"> <li>a) A <b>Statement of Work</b>, with a description of <b>Tasks and Sub-Tasks</b> by which the project work activities will be organized, executed, and monitored;</li> <li>b) A <b>Project Schedule</b> (Gantt Chart or equivalent) displaying begin and end times for each Task and Sub-Task, plus achievement of Project Milestones;</li> <li>c) A description of major <b>Project Milestones</b>, including key Reports, start of operations of important systems or subsystems, and other important deliverables or events;</li> <li>d) A <b>Risk Management Plan</b>, which includes: identification and assessment and of all known risks, assignment of risk roles and responsibilities, processes for monitoring and controlling risks, and a risk registry;</li> <li>e) A <b>Staffing</b> Table, which identifies a single Project Manager, plus project staff and/or consultants that will lead and support each Task (or Sub-Task if appropriate); and</li> <li>f) A <b>Project Budget</b>, displaying planned expenditures for each Task, with a further breakdown by Cost Element for each Task, and by the federal share vs. non-federal share.</li> </ul>	Within 60 days after award	No



<p><b>Project Evaluation Plan</b>  The Recipient shall submit to FHWA’s AOR for approval an Evaluation Plan, which shall include, at a minimum:</p> <ol style="list-style-type: none"> <li>i. Statement of <b>Project Objectives</b>;</li> <li>ii. List of <b>Evaluation Criteria</b> (e.g. quantitative performance metrics and/or qualitative assessments) tailored to the Project Objectives;</li> <li>iii. Description of <b>data-collection</b> procedures tailored to these criteria, which could include, for example, before/after data, surveys, interviews, system-monitoring data, or other data needed to report on achievement of project objectives; and</li> <li>iv. Outline of <b>Evaluation Report</b> (1-page, <u>draft</u> list of topics to be addressed).</li> </ol>	<p>Within 120 days after execution of the agreement</p>	<p>No</p>
<p><b>Systems Engineering Documents</b>  In accordance with FDOT Topic Procedure 750-040-003-c, as approved by the FHWA Florida Division in meeting 23 CFR 940, the Recipient shall submit electronic copies of the milestone Systems Engineering documents applicable to this project, for approval by FHWA. This shall include:</p> <ol style="list-style-type: none"> <li>a) Systems Engineering Review Form (SERF)</li> <li>b) System Concept of Operations (ConOps) and corresponding System Validation Plan</li> <li>c) Systems Engineering Management Plan (SEMP), including Configuration Management Plan-</li> <li>d) System Verification Plan</li> <li>e) Requirements Traceability Verification Matrix, including supporting documents, if requested</li> <li>f) System Validation Report</li> </ol> <p>Prior to system implementation, the Recipient must demonstrate appropriate use of and adherence to the Florida D7 Regional ITS Architecture (RITSA) to guide the project.</p> <ul style="list-style-type: none"> <li>• the project must be identified in the D7-RITSA sequence of projects for implementation</li> <li>• the Project must indicate which portion of the D7 RITSA it intends to fulfill</li> <li>• Any refinement of the Regional Operation Concept, which might entail clarifying roles and responsibilities for system operations and maintenance must be in place, with new or amended agreements as necessary.</li> <li>• the Project must be based on a systems engineering analysis that should be at a scale commensurate with the project scope.</li> <li>• The Project must conform to applicable ITS Standards identified in the D-7 RITSA, including FDOT Standard Specifications for ITS as applicable.</li> <li>• Feedback from the Project must be provided to update the D7-RITSA, where such project-level detail may consequentially become inconsistent with the D7-RITSA.</li> <li>• Results of post implementation validation corresponding to the system ConOps must be used to determine the extent to which the project fulfills its intent in the D7-RITSA, and to refine the D7-RITSA and the associated regional ITS implementation plans as necessary.</li> </ul>	<p>As applicable</p>	<p>No</p>

<p><b>Annual Budget Review and Program Plan Reporting</b>  Submit the Annual Budget Review and Program Plan Report. The report should describe:</p> <p>(1) Overview and schedule of tasks, activities, milestones and deliverables for the upcoming year, to include:</p> <ul style="list-style-type: none"> <li>• the latest deliverables table or project management schedule; and</li> <li>• a discussion of whether the current approved Technical Application attached to the award needs to be updated or not. If an update is warranted, propose the updates.</li> </ul> <p>(2) Overview and forecast budget for the upcoming year, including:</p> <ul style="list-style-type: none"> <li>• a discussion of whether the current approved Budget Application attached to the award needs to be updated or not. If an update is warranted, propose the updates.</li> </ul>	60 days prior to the anniversary date of execution of the agreement, in accordance with C.5.C	No
<p><b>Data Management Plan (DMP)</b>  The Recipient shall submit to FHWA for approval a DMP that provides a preliminary overview of data that may be collected or created through the project, which shall include, at a minimum:</p> <p>a) <b>Data description</b>  b) <b>Data access policies</b>  c) <b>Data storage and retention approach</b></p> <p>The Recipient shall then update the DMP throughout the project with more details on the data that is collected or created, including information on <b>data rights and standards</b>. Additional information on DMPs can be found at:  <a href="https://ntl.bts.gov/ntl/public-access/creating-data-management-plans-extramural-research">https://ntl.bts.gov/ntl/public-access/creating-data-management-plans-extramural-research</a></p>	Within 90 days after the Effective Date, to be updated throughout the project.	No
<p><b>Report to the Secretary</b>  Submit a report to the Secretary that describes:</p> <p>a. Deployment and operational costs of the project compared to the benefits and savings the project provides; and</p> <p>b. How the project has met the original expectations projected in the deployment plan submitted with the application, such as:</p> <ol style="list-style-type: none"> <li>1. data on how the project has helped reduce traffic crashes, congestion, costs, and other benefits of the deployed systems;</li> <li>2. data on the effect of measuring and improving transportation system performance through the deployment of advanced technologies;</li> <li>3. the effectiveness of providing real time integrated traffic, transit, and multimodal transportation information to the public to make informed travel decisions; and</li> <li>4. lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance.</li> </ol>	Annually, beginning one year after execution of the agreement	Yes

<p><b>Final Report</b></p> <p>The Recipient shall provide a final report within 90 days after the termination or expiration of this Agreement. The FHWA AOR in consultation with the Recipient, will determine the final design and scope of the evaluation and report. Submit an electronic copy of all reports to the ATCMTD mailbox at <a href="mailto:ATCMTD@dot.gov">ATCMTD@dot.gov</a>, and to <a href="mailto:Ryan.Buck@dot.gov">Ryan.Buck@dot.gov</a>, <a href="mailto:Dave.Harris@dot.gov">Dave.Harris@dot.gov</a> &amp; <a href="mailto:Frank.Corrado@dot.gov">Frank.Corrado@dot.gov</a></p>	<p>Within 90 days after the termination or expiration of this Agreement</p>	<p>No</p>
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**Note:** Applicable requirements, to include those pertaining to Section 508, are included in the Agreement General Terms and Conditions available online at:

[https://www.fhwa.dot.gov/cfo/contractor\\_recip/gtandc\\_generaltermsconditions.cfm](https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm)

## **SECTION B – AWARD INFORMATION**

### **B.1 TYPE OF AWARD**

This award is a cost-reimbursement Cooperative Agreement.

### **B.2 AVAILABLE FUNDING**

The total amount of Federal funding that may be provided under this Agreement is identified on Page 1 of this Agreement in Item No. 7, for the entire period of performance, subject to the limitations shown below:

- a. Currently, Federal funds identified on Page 1 of this Agreement, Item Nos. 11 and 14, are obligated to this Agreement. This Agreement is fully funded.
- b. The FHWA's liability to make payments to the Recipient is limited to those funds obligated under this Agreement.
- c. Costs associated with contingency estimates require prior written approval from FHWA before they are eligible for reimbursement.

### **B.3 COST SHARING OR MATCHING**

Cost sharing or matching is required, with the maximum Federal share being 50%; therefore, a minimum non-federal cost share of 50% is required. The Recipient's cost share value is stated in Item No. 7 on Page 1 of this cooperative agreement. Cost sharing or matching means the portion of project costs not paid by Federal funds. For a more complete definition, please see the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, including section 200.306 on Cost Sharing or matching. Other Federal funds may be leveraged for the deployment but cannot be considered as part of the ATCMTD matching funds, unless otherwise authorized by statute.

The Recipient's match can be met through direct financial support or through "in-kind" services. By the completion date of the Agreement, the Recipient must have met the cost-sharing requirement. All cost share contributions must be submitted with sufficient detail and/or documentation to support the fair market value of the contribution. If additional detail and/or documentation are determined necessary in order to verify the contribution, the Recipient will provide the requested information in a timely fashion.

### **B.4 PERIOD OF PERFORMANCE**

The period of performance for this Agreement is delineated on Page 1 in Item No. 6.

### **B.5 DEGREE OF FEDERAL INVOLVEMENT**

The FHWA anticipates substantial Federal involvement between it and the Recipient during the project. The anticipated Federal involvement will include: technical assistance and guidance to the Recipient; participation in status meetings, including kick off meeting and project reviews; review and comment on draft documents, as appropriate; performance reporting and financial reporting to ensure that the objectives and the terms and conditions of the agreement are met; and monitoring of performance.

## SECTION C - AWARD ADMINISTRATION INFORMATION

### C.1 FEDERAL AWARD NOTICES

Only the Agreement Officer (AO) can commit the FHWA. The award document, signed by the AO, is the authorizing document. Only the AO can bind the Federal Government to the expenditure of funds.

### C.2 GENERAL TERMS AND CONDITIONS

General terms and conditions including payment procedures, compliance requirements for Section 508 of the Rehabilitation Act of 1973 (as amended in 1998), and governing regulations that apply to this Agreement are available online at:

[https://www.fhwa.dot.gov/cfo/contractor\\_recip/gtandc\\_generaltermsconditions.cfm](https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm) - Recipient General Terms and Conditions for Assistance awards. Effective date: March 6, 2015.

### C.3 STATUTORY AND NATIONAL POLICY REQUIREMENTS

In addition to the FHWA's General Terms and Conditions incorporated by reference in Section C.2, the Recipient is also required to comply with all applicable U.S. Code, Title 23 requirements, Code of Federal Regulations (CFR), and any other applicable statute or regulation.

### C.4 ADDITIONAL TERMS AND CONDITIONS

#### C.4.A PUBLIC ACCESS TO DOCUMENTS

The Recipient agrees that the resulting deliverables/documentation submitted to the FHWA under this Agreement may be posted online for public access and/or shared by FHWA with other interested parties. The FHWA anticipates the documents cited herein may be posted on an FHWA website or another appropriate website.

#### C.4.B INDIRECT COSTS

Indirect costs are allowable under this Agreement in accordance with the Recipient's Federally Negotiated Indirect Cost Rates as documented in writing and approved by the Recipient's cognizant Government agency. In the absence of such Government-approved indirect rates, the following rates are approved for use under this Agreement as shown below:

Table C.4.B – Indirect Costs

<i>Type*</i>	<i>Indirect Rate</i>	<i>Ceiling Rate (%)</i>	<i>Base</i>
Prov	Fringe	25%	Direct labor

\*Types of Rates: Pred - Predetermined; Fixed; Final; Prov: (Provisional/billing); or De minimus.

In the event the Recipient determines the need to adjust the above listed rates, the Recipient will notify the AO of the planned adjustment and provide rationale for such adjustment. In the event such adjusted rates have not been audited by a Federal agency, the adjustment of rates must be pre-approved in writing by the AO.

This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's audited final indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

#### **C.4.C DATA RIGHTS**

The Recipient must make available to the FHWA copies of all work developed in performance with this Agreement, including but not limited to software and data. Data rights under this Agreement shall be in accordance with 2 CFR 200.315, Intangible property.

#### **C.4.D PERSONALLY IDENTIFIABLE INFORMATION (PII)**

Personally Identifiable Information (PII), as defined in 2 CFR §200.1, will not be requested unless necessary and only with prior written approval of the AO with concurrence from the AOR. PII is defined as any information about a human being, living or dead, regardless of nationality, that is maintained by an agency and that permits identification of that individual to be reasonably inferred by either direct or indirect means (as in data mining), including, but not limited to, name, social security number, date and place of birth, mother's maiden name, biometric records, education, financial transactions, medical history, non-work telephone numbers, and any other personal information that is linked or linkable to an individual.

#### **C.4.E KEY PERSONNEL**

The Recipient must provide notice to the AO of any changes in Key Personnel specified in the award. The notice will provide a resume of the replacement for such Key Personnel to the individuals noted in section C.5.A below. The following person(s) are/have been identified as Key Personnel:

Table C.4.E -- Key Personnel

<b>Names</b>	<b>Title/Position</b>
Tom Washburn, PE, <a href="mailto:twashburn@pinellascounty.org">twashburn@pinellascounty.org</a>	Transportation Division Director, Pinellas County
Gina Harvey, <a href="mailto:gharvey@pinellascounty.org">gharvey@pinellascounty.org</a>	Transportation Planning Manager, Pinellas County
Tyson Evatz, <a href="mailto:tevatz@pinellascounty.org">tevatz@pinellascounty.org</a>	Field/Traffic Maintenance Manager, Pinellas County
Alexis Ferguson, <a href="mailto:aferguson@pinellascounty.org">aferguson@pinellascounty.org</a>	Transportation Systems Coordinator, Pinellas County

#### **C.4.F PROGRAM INCOME**

Pursuant to 2 CFR 200.307, Program income earned during the Agreement period must be added to the Federal award and used for the purposes and under the conditions of the Federal award, unless otherwise approved by the AO. Program income must not be used to offset the Federal or Recipient contribution to this project.

#### **C.4.G SUBAWARDS AND SUBCONTRACTS**

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award that exceeds the simplified acquisition threshold established under 2 CFR 200.1. This provision does not apply to the acquisition of supplies, equipment and general support services.

The following subawards and subcontracts are currently approved under this Agreement:

#### **Table C.4.G -- Approved Subawards and Subcontracts**

- None

Approval of additional subawards or subcontracts under the agreement is contingent upon the Recipient providing a fair and reasonable cost/price determination. Consent to enter into additional subawards or subcontracts will be issued through a formal amendment to the Agreement, or by written notification from the AO.

#### **C.4.H ORDER OF PRECEDENCE**

The Recipient's technical and budget applications are accepted, approved, and incorporated herein as Attachment 1 and Attachment 2. In the event of any conflict between this Agreement document and the Recipient's application, this Agreement document shall prevail.

#### **C.4.I DESIGNATION AS RESEARCH OR NON-RESEARCH AGREEMENT**

This Agreement is designated as: *RESEARCH AND DEVELOPMENT*

#### **C.4.J CONFERENCE SUPPORT RESTRICTIONS**

The Recipient must obtain written approval from the AOR prior to incurring any costs for conference or meeting support. See the definition of conference as contained in 2 CFR 200.432.

Food and beverage costs are not allowable conference/meeting expenses for reimbursement under this Agreement.

Note: Costs of meals are allowable as a travel per diem expense for individuals on travel status and pursuant to the Travel clause of this Agreement.

#### **C.4.K TRAVEL**

Travel costs are allowable in accordance with 2 CFR §200.475 - Travel Costs.

#### **C.4.L AGREEMENT PERFORMANCE REQUIREMENTS SUMMARY**

Not Applicable.

#### **C.4.M DISPUTES**

The parties to this Agreement will communicate with one another in good faith and in a timely and cooperative manner when raising issues under this provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between the FHWA and the Recipient concerning questions of fact or law arising from or in connection with this Agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties will attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event will a dispute which arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless FHWA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party will document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from one level above the AO. The AO will conduct a review of the matters in dispute and render a decision in writing within 30 calendar days of receipt of such written request. Any decision of the AO is final and binding unless a party, within thirty (30) calendar days from the date of the AO's written decision, requests further review as provided below.

Upon written request to the FHWA Chief Acquisition Officer or designee, made within 30 calendar days after the AO's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute will be further reviewed. This review will be conducted by the Director, Office of Acquisition and Grants Management. Following the review, the Director, Office of Acquisition and Grants Management, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, will be administratively final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

#### **C.5 REPORTING**

##### **C.5.A ADDRESS FOR SUBMITTAL OF REPORTS AND DOCUMENTS**

The Recipient must submit all required reports and documents electronically, under transmittal letter referencing the Agreement number, to the following address(es) follows:

- **Ryan Buck**, Agreement Specialist at the following email address: [Ryan.Buck@dot.gov](mailto:Ryan.Buck@dot.gov)



- **Dave Harris**, ATCMTD Program Manager at the following email address: [Dave.Harris@dot.gov](mailto:Dave.Harris@dot.gov)
- **Frank Corrado**, Agreement Officer’s Representative at the following email address: [Frank.Corrado@dot.gov](mailto:Frank.Corrado@dot.gov)

**C.5.B QUARTERLY PROGRESS REPORT**

The Recipient must submit an electronic copy of the SF-PPR (Performance Progress Reports) to the FHWA staff identified under clause C.5.A on or before the 30th of the month following the calendar quarter being reported. Final PPRs are due 90 days after the end of the Agreement period of performance. The SF-PPR is available online [at this link](#).

Table C.5.B -- Quarterly Progress Report Periods

Calendar quarters are defined as:	Reports due on or before:
1 <sup>st</sup> : January – March	April 30 <sup>th</sup>
2 <sup>nd</sup> : April – June	July 30 <sup>th</sup>
3 <sup>rd</sup> : July – September	October 30 <sup>th</sup>
4 <sup>th</sup> : October – December	January 30 <sup>th</sup>

The quarterly progress report must include the required certification pursuant to 2 CFR 200.415, the SF-PPR cover page and the SF-PPR Block 10 Performance Narrative. The Recipient shall complete the Quarterly Reporting Template, expanding on SF PPR Block 10 as necessary, to include the following information:

- a. Work performed for the current quarter;
- b. Work planned for the upcoming quarter;
- c. Status of all planned procurement activities, proposed procurement schedules, and a list of key procurement milestone dates;
- d. Description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the Agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered;
- e. A tabulation, clearly delineated by Federal share, cost share and total, of the current and cumulative costs expended by cost element (labor, travel, indirect costs, sub-recipient/subcontractor, etc.) by quarter versus budgeted costs;
- f. Work performed in support of the FHWA and DOT Strategic Goals (see Section A.4 – Vision, Goals, and Focus Areas);
- g. Budget revisions; and
- h. To the extent practical, the above items shall be organized and presented to correspond with the Tasks, Schedule and Milestones as described in the Project Management Plan defined in Section A6.

In the SF-PPR Block 11, Other Attachments, include the following information as attached pages:

- a. SF-425, Federal Financial Report, and
- b. SF-425A, Federal Financial Report Attachment (if applicable).

**C.5.C ANNUAL BUDGET REVIEW AND PROGRAM PLAN**

The Recipient must submit an electronic copy of the Annual Budget Review and Program Plan to the Agreement Officer 60 days prior to the anniversary date of this Agreement. The Annual Budget Review and

Program Plan must provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming year. If there are no proposed deviations from the Approved Project Budget, the Annual Budget Review must contain a statement stating such. The Recipient must meet via teleconference or web conference with the FHWA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan must not commence until the AO's written approval is received.

#### **C.5.D. COUNTY FUNDING AND LIABILITY**

DOT understands that the Recipient's performance of future work after year one under this Agreement is contingent upon annual appropriation of funds by Recipient's governing body, the Pinellas County Board of County Commissioners, for obligations hereunder. If the Pinellas County Board of County Commissioners reduces or eliminates appropriations for obligations hereunder, the Recipient shall promptly notify DOT in writing-

Nothing herein shall be construed as a waiver of Recipient's sovereign immunity or the limitations set forth in Section 768.28 of the Florida Statutes. Nothing herein shall be construed as consent by DOT or Recipient to be sued by third parties for any matter arising hereunder.

#### **C.5.E. TERMINATION**

Termination. Termination of this Agreement shall be in accordance with 2 CFR 200.340. The Recipient, in signing this agreement, acknowledges all terms, conditions, and provisions of that citation.