



Federal Aid Safe Routes to School Agreement – Non-Infrastructure Funds CFDA No. 20.205	Recipient	Maximum Project Reimbursement Amount
PIN Number FINET Number FMIS Number	Project Number Brief Project Description	Agreement Number (Assigned By UDOT Comptrollers) Date Executed

Grant Period: The Grant becomes effective on _____, or on the date the final signature of both parties, whichever is later, and ends on _____ unless terminated or otherwise modified.

This document serves as an agreement between UDOT and the Recipient.

This agreement documents the items and services that UDOT and the SR2S Committee have approved for reimbursement. Only those items that are listed in this agreement will be reimbursed. Items and services purchased before this agreement is signed by both parties will not be eligible for reimbursement.

The following is a list of items that were included in the application that have been approved by the SR2S Committee for reimbursement:

Encouragement and incentive items:

Educational materials:

These include items that assist with the training of parents, teachers and staff as well as students.

Traffic Enforcement:

Recipient agrees and understands that the items and/or services noted above are the only items and services eligible for reimbursement by UDOT through the SR2S Program. Recipient further agrees that there will be no additional reimbursement other than the amount specified in this document.

Recipient

By _____ Date _____
Title

Utah Department of Transportation

By _____ Date _____
UDOT Safety Programs Engineer

By _____ Date _____
Comptrollers Office

ADDITIONAL TERMS

I. Responsibilities:

In accordance with 23 U.S.C. 106 and 23 CFR 635.105 the Utah Department of Transportation is responsible for acting on behalf of the Federal Highway Administration in the determination of federal-aid eligibility on all Local Agency Federal-aid projects as described in Appendix C of the FHWA-UDOT Stewardship Oversight Agreement.

The Recipient shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

II. Project Authorization for Federal-aid:

The Recipient, through UDOT, must obtain an Authorization to proceed before purchasing any approved item. Federal funds shall not participate in costs incurred prior to the date of Authorization.

III. Agreement provisions:

The Recipient hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 49 CFR, Part 19; OMB (Office of Management and Budget) Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations; OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments; OMB Circular A-102 Grants and Cooperative Agreements with State and Local Governments; OMB Circular A-21 Cost Principles for Institutions of Higher Education; OMB Circular A-122 Cost Principles for Nonprofit Organizations; OMB Circular A-133 Audits of States, Local Governments and Other Non-Profit Organizations as they relate to the use of federal funds for this project.

IV. Liability:

Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Recipient's negligent acts, errors or omissions in the use of the money for the reimbursement of the items and services..

V. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Recipient for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Recipient.
- d. Upon satisfactory completion of the provisions of this agreement.

VI. Single Audit Act:

The Recipient, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB)

Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations,

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Recipient shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

VIII. Availability of Records:

For a period not less than three (3) years from the date of final project close out with Federal Government, the Recipient accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the State and Federal Government, or furnished upon request.

IX. Payment and Reimbursement to UDOT:

UDOT shall not be ultimately responsible for any of the cost of the items or services. The Recipient shall be responsible for all costs associated with the project which are not reimbursed by the Federal Government.

X. Reimbursement Claims by Recipient:

The Recipient shall bill UDOT for actual eligible federal aid project cost incurred up to and not to exceed the limits specified on page 1 of this agreement and in conformity with applicable federal and state laws. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with application, within the time frame specified in the Grant Period on page 1 of this Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Authorized Recipient reimbursement claims should be submitted to UDOT Safety Programs Engineer with appropriate backup documentation. The Recipient agrees to submit the final Request for Reimbursement under this agreement within forty-five days of the end of the grant period.

Expenditures by the Recipient for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

XIII. Content Review:

Language content was reviewed and approved by the Utah AG's office on October 9, 2008.