

MEMORANDUM OF UNDERSTANDING
for
Bayly Road Sidewalk Safe Routes to School Infrastructure Project

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed in duplicate, effective this _____ day, in the month of _____ 2021, by and between the State Highway Administration of Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called the “**MDOT SHA**”, and The Commissioners of Cambridge, a Maryland municipal corporation, hereinafter called the “**PROJECT SPONSOR**”.

WHEREAS, certain funds have been set aside in the Fixing America’s Surface Transportation Act (FAST-Act) that provides funding certainty for the purpose of providing funding for the Safe Routes to School Program, hereinafter called “**SRTS**”, to help communities make it safer for students to walk and bike to school and encourage them to do so, hereinafter called “**SRTS FUNDING**”; and

WHEREAS, SRTS FUNDING may be used to reimburse a PROJECT SPONSOR for those eligible project expenses paid relating to an AWARD, as defined herein, up to eighty (80) percent with a twenty (20) percent match, and is subject to State and Federal requirements; and

WHEREAS, the PROJECT SPONSOR and the MDOT SHA acknowledge the need to define the responsibilities and obligations of each party with regard to the PROJECT, as described herein; and

WHEREAS, MDOT SHA is responsible for the oversight and assistance to the PROJECT SPONSOR projects financed with federal funds in accordance with Title 23 U.S.C.; 23 CFR 635.105; containing regulations (general and permanent rules published in the Federal Register) relating to highways including 2 CFR 200. Regulations based on Civil Rights requirements in 49 CFR Part 21, the Uniform Relocation Assistance and Real Property Policies, and other Federal laws and regulations, set forth procedures whereby services and facilities of the PROJECT SPONSOR may be utilized on federally aided projects and require that an agreement be executed between MDOT SHA and the PROJECT SPONSOR setting forth the conditions under which any project would be implemented; and

WHEREAS, MDOT SHA determines a sub-recipient of Federal funds is able to satisfy the criteria set forth in 23 U.S.C. 106 (g)(4); and

WHEREAS, the PROJECT SPONSOR has adequate project delivery systems and sufficient accounting controls to properly manage projects; and

WHEREAS, the PROJECT SPONSOR is staffed and equipped to perform work satisfactorily and cost effectively and adequate staffing and supervision exists to manage the Federal project; and

WHEREAS, MDOT SHA finds the PROJECT can be satisfactorily completed in an economic and expedient manner under the direction of the PROJECT SPONSOR and the PROJECT SPONSOR is adequately staffed and suitably equipped to direct PROJECT work, subject to the approval of MDOT SHA; and

WHEREAS, the MDOT SHA and the PROJECT SPONSOR hereby agree that the PROJECT will be a benefit to all parties of this MOU and would promote the safety, health and general welfare of the citizens of the City of Cambridge, Dorchester County and the State of Maryland.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between the MDOT SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. DEFINITIONS

- A. "ACTUAL PROJECT COST" is the total actual cost to construct the PROJECT. The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST and will be determined after the PROJECT has been completed.
- B. "APPLICATION" is the written document submitted by the PROJECT SPONSOR describing the PROJECT.
- C. "AWARD" is the amount of SRTS FUNDING allocated for this PROJECT.
- D. "AWARD LETTER" is the written document from MDOT SHA awarding funds for the PROJECT to the PROJECT SPONSOR.
- E. "ESTIMATED PROJECT COST" is the total estimated cost to design, develop and construct the entire PROJECT. The ESTIMATED PROJECT COST includes but is not limited to design, construction, utility relocation and required right-of-way acquisitions.
- F. "MATCH" is the monetary and non-monetary contribution toward activities directly related to the ACTUAL PROJECT COST. MATCH includes contributions by the PROJECT SPONSOR and can include partners and funding sources other than the TRANSPORTATION ALTERNATIVES PROGRAM. The MATCH shall be at least twenty percent (20%) of the ACTUAL PROJECT COST.

II. PROJECT DESCRIPTION

The PROJECT may be used for the planning, design and construction of infrastructure-related projects, including preliminary site preparation, maintenance of traffic, excavation, drainage, pavement and pavements markings, landscaping, construction activities, construction management, inspections and materials testing that will substantially improve the ability of students to walk and bicycle to school. Eligible infrastructure-related projects may include:

- Sidewalk improvements
- Traffic calming and speed reduction improvements
- Pedestrian and bicycle facilities
- Off-street bicycle parking facilities
- Traffic diversion improvements in the vicinity of schools

The PROJECT shall consist of:

- Installation of curb, gutter and five (5)-foot-wide sidewalk along the south side of Bayly Road starting at Mace's Lane heading East and ending at Governor's Avenue.

The PROJECT will be constructed on property owned in fee simple by, or on perpetual easements held by the PROJECT SPONSOR, or if on MDOT SHA right-of way, via an MDOT SHA District Office permit issued to the PROJECT SPONSOR. The PROJECT will be owned and maintained by the PROJECT SPONSOR.

III. PROJECT FUNDING

- A. The PROJECT term will be a total of thirty-six (36) months or three (3) years. All PROJECT activities shall begin on the execution date of this MOU and continue for thirty-six (36) months. The following activities will be completed during the stated time period:
- PROJECT SPONSORS must have the PROJECT ready to advertise within three (3) years from the kickoff meeting or by October 31, 2021. Projects that do not meet this requirement may have the funding withdrawn.
 - All PROJECT activities, including the installation of curb, gutter and sidewalk, must be completed on or before the end of the PROJECT term set out above.
 - PROJECTS will be reviewed annually by SRTS Program Manager and, if necessary, be reevaluated by MDOT SHA to ensure progress is timely. Any significant delays may result in having funding withdrawn.
 - In the event that all or part of the PROJECT activities and/or invoices for such PROJECT activities are not received before the term ends, all or part of the AWARD may be withdrawn, and the PROJECT closed out.
 - In the event that funding is withdrawn, (i) all obligations of the MDOT SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease; and (ii) the MDOT SHA shall not be liable for any expense of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.
 - If the PROJECT cannot be completed as described in this MOU, then the SRTS FUNDING AWARD will be withdrawn and the PROJECT SPONSOR shall return to the MDOT SHA all SRTS FUNDING AWARD monies previously paid to the PROJECT SPONSOR immediately upon request by MDOT SHA. If the PROJECT SPONSOR fails to return the SRTS FUNDING AWARD monies due to PROJECT non-completion, as stated herein, then the MDOT SHA may:

- a. within thirty (30) days of receipt of the invoice by the PROJECT SPONSOR, MDOT SHA will notify the PROJECT SPONSOR in writing that MDOT SHA will make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the SRTS FUNDING AWARD monies paid to the PROJECT SPONSOR; or
 - b. within thirty (30) days of receipt of the invoice by the PROJECT SPONSOR, MDOT SHA will notify the PROJECT SPONSOR in writing stating that MDOT SHA will refer the overdue amount to the Central Collection Unit, at 300 Preston Street, Room 500, Baltimore, MD 21201-2365.
- B. The PROJECT shall not exceed the AWARD amount of **\$200,000** or eighty percent (80%) of eligible ACTUAL PROJECT COST, whichever is less.
- C. The ESTIMATED PROJECT COST for the PROJECT is **\$250,000** The basis for determining the ESTIMATED PROJECT COST is contained in the APPLICATION, included herein by reference.
- D. The SRTS FUNDING AWARD for the PROJECT shall be used only for approved activities as stated within this MOU and as evidenced by invoices that have been approved by MDOT SHA and the SRTS Program Manager. The SRTS FUNDING AWARD shall not be redirected by the PROJECT SPONSOR for any other reason.
- E. Any excess SRTS FUNDING AWARD not utilized for the PROJECT shall not be distributed to the PROJECT SPONSOR and shall remain with MDOT SHA for redistribution to other programmed projects at the sole discretion of MDOT SHA.
- F. If the ACTUAL PROJECT COST exceeds the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COSTS.
- G. If the ACTUAL PROJECT COST is less than the ESTIMATED PROJECT COST, the AWARD may be reduced to eighty percent (80%) of the ACTUAL PROJECT COST.
- H. If any part of the SRTS FUNDING AWARD obligated by this MOU will be used to purchase capital equipment having a unit cost of \$100 or more and a useful life of at least one year, separate written approval (in addition to the MOU) shall be obtained from the SRTS Program Manger prior to initiating the purchase.
- I. If the unit cost is \$5,000 or greater, written approval shall be obtained through SRTS and FHWA. Approval shall be obtained by submitting a request in writing to the SRTS PROGRAM MANAGER, detailing a clear justification to support the request. Reimbursement Reports covering any such equipment not previously approved in writing will be denied.

- J. If any part of the SRTS FUNDING AWARD funds obligated by this MOU will be used to purchase Educational Materials (including booklets, brochures, posters, fact sheets, book covers, book marks, materials designed to be distributed to the public at large), incentive items (including pens, mugs, and materials designed to be distributed to the public at large), and paid media (including TV, radio, and print PSAs, as well as press items), separate written approval (in addition to this MOU) shall be obtained from SRTS Program Manager prior to initiating the purchase. The Pre-Approval Request shall be submitted using the Educational Material/Incentive Item/Media Request.
 - a. Once approval is obtained, the SRTS and MDOT SHA logo will be provided to be included with equipment, fliers, newsletter, and incentive/media items.
- K. All educational material to be provided shall include reasonable accommodations for the people who are hearing impaired and who have limited English proficiency in compliance with the Americans with Disabilities Accessibility Guidelines as established in pursuant to the Americans with Disabilities Act of 1990 (ADA), as amended. Requests for reimbursement for any such items not previously approved in writing will be denied.
- L. If any part of the SRTS FUNDING AWARD funds obligated by this MOU will be used to cover Travel not specified in the MOU (location/purpose/name(s)/position(s)/number of days), a Pre-Approval Request for travel shall be submitted prior to initiating the expense. Approval by the STRS Program Manager is required prior to initiating the expense. Requests for reimbursement for any such travel not previously approved in writing will be denied.
- M. In making requests for reimbursement, Project Sponsor must comply with the cost principles set forth in 2 CFR Part 225 - Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87), 2 CFR Part 220 - Cost Principles for Educational Institutions (OMB Circular A-21), or 2 CFR Part 230 - Cost Principles for Nonprofit Organizations (OMB Circular A-122) , as applicable.

IV. PROJECT MATCH

- A. The MATCH is estimated to be **\$50,000**. All match activities must be directly related to the proposed SRTS project.
- B. The MATCH shall include non-federal cash towards ACTUAL PROJECT COST equal to at least twenty percent (20%) of the final AWARD, as contributed towards SRTS funded construction activities.
- C. With the exception of National Recreational Trail funds, any funds, grants for activities paid for in whole or part by the United States Department of Transportation, shall not be used as or considered to be a part of the cash portion of the MATCH. (e.g. Sidewalk Retrofit Program funds, Community Safety and Enhancement funds, or Urban Street Reconstruction funds)

- D. The amount of MATCH required for any other funds, grants or activities paid by MDOT SHA, the Maryland Department of Transportation or the United States Department of Transportation may not be used as MATCH for the PROJECT.
- E. Maintenance activities, maintenance equipment and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

V. THE PROJECT SPONSOR SHALL

- A. Prior to the advertising of PROJECT work, prepare and submit to MDOT SHA, environmental studies and environmental documentation required for the PROJECT under applicable State and/or federal law including, but not limited to, those required to obtain National Environmental Policy Act (NEPA) approval.
- B. Prior to the commencement of PROJECT work, apply for and obtain all permits required by federal, State or local authorities, including but not limited to Erosion and Sediment Control, Storm-Water Management, Critical Areas, and Wetlands, Utility Permits, Traffic Control Plans, and any required permit issued by the MDOT SHA's District Office, if any part of the PROJECT is located within or along MDOT SHA right-of-way.
- C. Coordinate and conduct any required public hearings or requests for public input.
- D. Obtain the approval of MDOT SHA prior to hiring a design consultant or project manager.
- E. Prior to issuance of any Request for Proposal (RFP), submit an Expression of Interest and any proposed RFP to MDOT SHA for review and approval.
- F. All State and federal regulations pertaining to consultant selection must be followed.
- G. PROJECT SPONSOR must construct the PROJECT in compliance with MDOT SHA Business Standards and Specifications.
- H. Project Sponsor must comply with the State and Federal procurement requirements as set forth in Section 18.36 Procurement of 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations (as applicable).
- I. Submit the PROJECT design plans, specifications and estimates for MDOT SHA review and written comment. In addition:

- vii. Prepare the Concurrence in Award package (CIA), in accordance with State and Federal procurement laws and regulations and submit to MDOT SHA for review and written approval prior to giving the apparent lowest responsive and responsible bidder the approval to proceed.
 - viii. After written receipt of the concurrence in award (CIA) from MDOT SHA, the contract will receive award and issued Notice to Proceed (NTP) to the lowest responsible responsive bidder.
 - ix. Provide the Data Universal Numbering System (DUNS) to the PROJECT SPONSOR, to the MDOT SHA Office of Equal Opportunity (MDOT SHA OEO), for the SRTS FUNDING (including, if applicable, the Contractor and Subcontractor DUNS) as well as meeting any and all reporting requirements by that same office, to comply with the Federal Funding Accountability and Transparency Act of 2006, including amendments.

- L. Have complete and full legal access for the use of all real property interests required for any aspect of the PROJECT prior to invoicing MDOT SHA for reimbursement under the SRTS FUNDING AWARD.

- M. Coordinate and supervise engineering and construction activities by administering the construction contract for the PROJECT and providing such activities as construction engineering, construction inspection, and materials testing and certification, in accordance with federal and State requirements.
 - i. Materials field-testing must be performed by an inspector that has been certified by the MDOT SHA.
 - ii. Materials testing must be performed by a laboratory that has been certified by the MDOT SHA.

- N. Hold a pre-construction meeting with the contractor to which MDOT SHA representatives (District Engineer, Assistant District Engineer of Construction, Materials Engineer, Utility Engineer, Construction Inspection and SRTS Program Manager) are present.

- O. Construct the PROJECT using SRTS FUNDING, in accordance with applicable design standards. Use the project documents, from the time of approval, for advertisement should meet current MDOT SHA book of standards and the currently adopted standard specifications for construction and materials.
 - i. Construct the PROJECT to be accessible to individuals with physical disabilities in accordance with the ADA Act Federal and State requirements; the PROJECT design shall not include features that would make it more difficult for people and disabilities.
 - ii. Construction Permits - Prior to the advertisement of PROJECT work, coordinate with MDOT SHA to resolve any conflict(s) with utility companies within the PROJECT limits; purchase or obtain permanent

easements to all properties within the PROJECT limits; and coordinate with any state or local agencies for the required traffic control plan approvals. Any fee or easement obtained for this project must be obtained in accordance with federal and State acquisition requirements.

- iii. **Liability Insurance** - Provide MDOT SHA with evidence of adequate liability insurance to cover third party claims arising from the PROJECT as set forth in the MDOT SHA Standard Specifications for Construction and Materials and addendums in force on the date of this MOU.

- P. The PROJECT SPONSOR shall require the contractor to provide a surety performance bond in the amount of the ACTUAL PROJECT COST to ensure that the PROJECT will be constructed if the contractor defaults. PROJECT SPONSOR shall also require a surety payment bond in the amount of the ACTUAL PROJECT COST to ensure that the contractor pays its subcontractors and suppliers, as required by the MDOT SHA Standard Specifications for Construction and Materials and addenda in force on the date of this MOU.

- Q. Perform, at the PROJECT SPONSOR's sole responsibility and cost, all maintenance of the useful life of the PROJECT, both during and after completion of the PROJECT. This includes, but is not limited to, graffiti removal, painting, cleaning, trash removal, security, and enforcement of regulations and laws affecting the PROJECT.

- R. In all bid solicitations for funded PROJECT work or materials exceeding \$10,000, the PROJECT SPONSOR shall include a non-discrimination clause as specified by the Maryland Department of Transportation and U.S. Department of Transportation.

- S. The PROJECT SPONSOR shall notify all bidders that it will affirmatively ensure that in any contract entered into pursuant to its advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to its invitation and will not be discriminated against on the grounds of political or religious opinion or affiliation, race, creed, sex, national origin, or physical/mental handicap in consideration of an award.

- T. Upon request by MDOT SHA, submit for MDOT SHA review and written comment, design plans, specifications and estimate at major design milestones. Unless otherwise designated by MDOT SHA, such milestones shall be:
 - i. preliminary design at thirty (30) percent;
 - ii. semi-final design at sixty-five (65) percent;
 - iii. final review at ninety-five (95) percent and
 - iv. Plans, Specifications and Estimates at one hundred (100) percent.

- U. Invoice the MDOT SHA on a quarterly basis (after activities have begun) for actual costs incurred and paid by the PROJECT SPONSOR in accomplishing the

PROJECT activities. Each invoice shall be accompanied by sufficient documentation, in the sole discretion of the MDOT SHA, to evidence actual costs incurred.

- i. A fully executed MOU needs to be in place prior to any work beginning. Work started prior to a fully executed MOU will be denied.
 - ii. Withhold a five (5) percent retainage from the contractor, calculated on the PROJECT estimated cost, until the project is satisfactorily complete.
 - iii. Before construction is complete, PROJECT SPONSOR must contact SRTS Program Manager and MDOT SHA District Assistant District Engineer of Construction to schedule a final inspection prior to final invoice and retainage being paid.
 - iv. The final invoice for reimbursement shall include a written certification from the PROJECT SPONSOR to MDOT SHA that all activities associated with the SRTS FUNDING AWARD have been completed in accordance with State and Federal law and this MOU.
- V. The PROJECT SPONSOR, to the maximum extent permitted by law, hereby agrees to indemnify, defend and save harmless the State of Maryland, MDOT SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

VI. THE MDOT SHA SHALL

- A. Provide timely review and comment and ultimately approval of all documents and matters related to the PROJECT, e.g., design plans, specifications, estimates, media items, equipment, etc. all of which must be submitted by the PROJECT SPONSOR to MDOT SHA.
- B. Following receipt of the required PROJECT documents from the PROJECT SPONSOR, provide PROJECT certification of acceptance in accordance with United States Code, Title 23 federal requirements.
- C. Provide oversight inspection and review of the PROJECT to assure all obligations are being met.
- D. Review CIA package and notify PROJECT SPONSOR in writing that they may award the contract to the lowest, responsive, responsible bidder.
- E. Reimburse the PROJECT SPONSOR by providing SRTS FUNDING AWARD within thirty (30) days following the receipt of the completed Reimbursement Invoice and supporting documentation which cover actual PROJECT costs.

- i. If charges are disputed by MDOT SHA, disputed amounts will not be paid until dispute is resolved.

VII. REPORTING

- A. A completed Progress Report shall be submitted for each grant quarter by the 5th of January, April, July and October and is due to SRTS Program Manager, regardless of the amount of progress made during the reporting period. Progress Report format will be provided by MDOT SHA. Failure to submit timely quarterly reports may delay or withhold reimbursement payment and future funding.
- B. A completed SRTS Reimbursement Invoice covering the most recent calendar quarter (or month as agreed upon by the PROJECT SPONSOR and SRTS), shall be submitted by the PROJECT SPONSOR to the SRTS Coordinator by the dates given. The reimbursement invoice will not be processed without the Progress Report and accompanying supporting documentation. Reimbursement invoices must follow the format set forth by MDOT SHA.
- C. Failure to provide timely SRTS invoices and progress reports could jeopardize the continuation of funding for the PROJECT and consideration for future projects. Regular updates, regardless of the amount of information provided, allows the SRTS Coordinator to know that the project is on track.
- D. All SRTS Reimbursement Forms shall be accompanied by copies of invoices or other suitable supporting documentation, to be provided with the Reimbursement Invoice, as follows:
 - i. Salaries and benefits paid to positions (e.g., Project Coordinator, Project Director and data analyst.) Supported under a project - An Activity Report shall be completed and submitted for each employee (full or part- time) paid through this PROJECT, covering the same period as the Reimbursement Report. Indicate the date, number of hours and a description of the activities/tasks performed on the project during the period covered by the report.
 - a. Salary documentation for law enforcement agencies/crossing guards should be summarized on the SRTS Enforcement Log.
 - b. SRTS funds should not be used to pay crossing guard salaries, as these are reoccurring costs. SRTS funds may be used for crossing guard training programs. An agenda of the training attended will need to be provided as supporting documentation.
 - ii. Travel – Copies of expense reports and/or copies of receipts, tickets or other supporting documentation.
 - iii. Contractual Services – Copies of consultant/contractor invoices, detailing service costs billed, which include individual dates, hours, activities or other supporting documentation.
 - iv. Equipment – Copies of vendor invoices itemizing costs billed.

- v. Other Direct Costs – Copies of vendor invoices itemizing costs billed.
- E. Requests for reimbursement shall be limited to those expenditures made consistent with the provisions of this MOU and the cost principles set forth with the SRTS program.
- F. Reimbursement extends only to those costs incurred during the period of the PROJECT, and for which periodic Reimbursement Reports are submitted no later than one month after the end of the reporting period, and in the case of the final Reimbursement Report, one month after the PROJECT Period End Date.
- G. Reimbursement claims received after that time will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the Project Director.
- H. In making requests for reimbursement, PROJECT SPONSOR must comply with the cost principles set forth in 2 CFR Part 225 - Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87), 2 CFR Part 220 - Cost Principles for Educational Institutions (OMB Circular A-21), or 2 CFR Part 230 - Cost Principles for Nonprofit Organizations (OMB Circular A-122) , as applicable.
- I. A completed Equipment Accountability Report shall be submitted with the applicable Reimbursement Report when reimbursement is requested. It is the responsibility of the PROJECT SPONSOR to institute and maintain required inventory records consistent with 49 CFR Part 18.32 DOT Implementation of Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and the Code of Maryland Regulations (COMAR) 21.05.07. All equipment shall be used for the purposes originally authorized in the PROJECT for as long as needed for those purposes and may not be encumbered for other uses as long as such need exists.

VIII. GENERAL

- A. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland State law.
- B. All publications exhibit and final products that use these funds must utilize the SRTS and MDOT SHA logos for recognition purposes.
- C. The MDOT SHA will incur no additional responsibility for reimbursement of ACTUAL PROJECT COST after the PROJECT closeout package has been accepted and processed.
- D. Formal approval of the MOU and the obligation and subsequent reimbursement of funds to it are contingent upon the availability of anticipated Federal funds, as determined by Congress, Maryland statute, or other federal or state action, or the following PROJECT Conditions.

- E. Pursuant to the requirements of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal- Aid Highway Safety Act of 1968 (23 USC 22(a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap. The PROJECT SPONSOR is subject to and shall comply with the above cited requirements and with Title VI of the Civil Rights Act of 1964 (PL 88-352), to the end that no person shall, on the grounds of political or religious opinion of affiliation, race, creed, sex, national origin, or physical/mental handicap, be excluded from participation in, be denied benefits of, or be otherwise subject to any discrimination under this project.
- F. Only steel, iron, and manufactured items produced in the United States shall be used in carrying out this Project, in accordance with the provisions of the Buy America Act (23 USC 101 Note), unless a waiver request has been submitted to and approved by the U.S. Secretary of Transportation.
- G. The signatories for the PROJECT SPONSOR certify that the PROJECT SPONSOR and Fund Recipient will provide a **drug-free workplace** in accordance with the Federal Drug-free Workplace Act of 1988 (49 CFR Part 29 Subpart F).
- H. The PROJECT SPONSOR shall not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 - Debarment and Suspension.
- I. With regard to federal contracts, grants, loans and cooperative agreements, the signatories for the PROJECT SPONSOR certify to the best of their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.
- J. None of the funds under this MOU will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- K. All individuals employed by a State or local agency whose principal employment

is in connection with an activity that is paid in whole or in part by federal funds from a federal agency, have been informed of the provisions of 5 USC, Government Organization and Employees; Part II, Civil Service Functions and Responsibilities; Chapter 15, Political Activity of Certain State and Local Employees; Sections 1501 through 1508. This statute does not apply to individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a State or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization. (See: 5 USC §§ 1501-1508 and 5 CFR 151).

- L. In accordance with Section 4 of Executive Order 13513 – Federal Leadership On Reducing Text Messaging While Driving, the signatories for the PROJECT SPONSOR certify that the PROJECT SPONSOR will seek to adopt and enforce policies that ban text messaging while driving government-owned or company-owned or -rented vehicles, or while driving privately-owned vehicles when on official project business or when performing any work for or on behalf of the PROJECT. This includes PROJECT SPONSOR employees and contractors, or consultants hired by the PROJECT SPONSOR to perform work on the project.
- M. Other Conditions, as directed:
- i. Law Enforcement Agencies: If the grantee or sub-grantee agency is a Law Enforcement Agency, the following additional Conditions will apply:
 - a. Any law enforcement agency receiving funds from SRTS for overtime enforcement will be required to complete the “Law Enforcement Reporting Form” for each overtime detail or reporting period. Failure to complete the Reporting Form will result in a denial of payment for those overtime details.
 - b. Any law enforcement agency receiving funds from SRTS for overtime enforcement is strongly encouraged to have their associated officer(s) attend the National Highway Traffic Safety Administration (NHTSA) Conducting a Complete Traffic Stop training.
 - c. Any law enforcement agency receiving overtime funds from SRTS for pedestrian enforcement is strongly encouraged to have their associated officer(s) attend NHTSA’s Pedestrian Enforcement Training, when training is available. In addition, the agency is strongly encouraged to have one representative attend at least one meeting per year of the Statewide Pedestrian/Bicycle Safety Task Force.
 - d. Any law enforcement agency receiving funds from SRTS for overtime enforcement is strongly encouraged to follow the guidelines established for vehicular pursuits as issued by the International Association of Chiefs of Police that are currently in effect.
 - e. SRTS funds should not be used to pay crossing guard salaries, as these are reoccurring costs. SRTS funds may be used for crossing

guard training programs. An agenda of the training attended will need to be provided as supporting documentation.

- f. Salary documentation from law enforcement agencies' overtime may be summarized on official letterhead by payroll period, event or location, indicating the number of officers participating, by agency, with the hours and salaries for the period, event or location.
 - ii. **Budget Modifications**: If the costs reflected in the Cost Categories of the MOU need to be adjusted, written approval shall be obtained from the SRTS Program Manager *prior* to making any expenditure. Approval for Project Modifications shall be obtained by submitting a Project Modification Request, detailing a clear justification to support the request.
 - iii. **Reimbursement of a person's Salary/Benefits** is limited to that proportion of the person's time actually devoted to Project Activities. Written documentation shall be made available upon request.
 - iv. **Travel** costs shall comply with the PROJECT SPONSOR's regulations provided they are at least as stringent as Travel Management Services, <http://www.dbm.maryland.gov/Pages/TravelManagementServices.aspx> as published by the Maryland Department of Budget and Management (DBM). In the absence of agency regulations, reimbursement for travel costs shall be in accordance with the state travel regulations and cannot exceed the Meal and Trip Reimbursement Limits set by DBM.
 - v. **Paid Media**: Any funds obligated by this MOU for the purchase of Paid Media are subject to the requirements set forth in the NHTSA-issued [Guidelines for States Using 402 Funds for Purchasing Advertising Space for Highway Safety Messages](#). The PROJECT SPONSOR shall provide detailed plans of how it will use and assess the paid advertising campaign(s) in conformance with these guidelines.
 - vi. **Consultants/Outside Contractors**: For any PROJECT activities in this MOU that will be carried out from the employment of a consultant or other contractor, approval for the statement of work and/or specifications shall be submitted in writing to the SRTS Program Manager prior to the assignment of work. Requests for reimbursement for such consultant services not previously approved will be denied.
 - vii. **Program Income**: The PROJECT SPONSOR shall notify SRTS in writing of any anticipated and/or actual program income directly generated by this PROJECT as soon as that information is known. Unless otherwise stipulated in writing, program income shall be accounted for in project records and deducted from total allowable expenditures to determine net allowable expenditures.
- N. Pursuant to the requirements of 49 CFR Part 18, Sect. 18.42 - Retention and Access Requirements for Records, the PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by the MDOT SHA and PROJECT SPONSOR for a minimum of seven

(7) years after the Final Acceptance of the PROJECT by the MDOT SHA. If there is an action resulting from an audit or other action started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues, or the end of the seven-year period, whichever is later. SRTS, as well as other State agencies and appropriate federal authorities have the right of access to any books, documents, papers, or other records in order to perform audits and examinations or make excerpts and transcripts for as long as the records are retained.

- O. All infrastructure funded within a SRTS grant shall be conducted and administered in accordance with applicable federal, state and local laws, rules and other requirements, using acceptable financial management, record-keeping, procurement and property control systems as outlined in 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable.
 - i. Single Audits: Provisions of the Single Audit Act of 1996 (P.L. 104-156) and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations, require an agency/organization which expends more than \$500,000 in federal funds in a year to provide a single or program-specific audit for each year. A PROJECT SPONSOR meeting this criterion shall ensure the submittal of one copy of each required audit report directly to the Federal Audit Clearinghouse within 30 days of the report's issuance. The audit shall study and evaluate the internal accounting and administrative controls to the extent considered necessary to assess the integrity of the systems as required by generally accepted auditing standards, the standards for financial and compliance audits contained in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the U.S. General Accounting Office, the Single Audit Act of 1996, and the provisions of OMB Circular A-133. As part of the Project Application, the PROJECT SPONSOR shall provide the link to the most recent single audit from the Federal Audit Clearinghouse Web site. Agencies or organizations which are not subject to the provisions of OMB Circular A-133 shall provide an annual audit report of their agency's/organization's financial statements.
- P. All parties to this MOU shall comply with the requirement of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of MDOT SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A, which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document.
- Q. The term "Acts" in **Appendix A** refers to Title VI of the Civil Rights Act of 1964. The term "Regulations" in **Appendix A** refers to 49 C.F.R. Part 21 and 28 C.F.R. The term "Recipient" in **Appendix A** refers to "MDOT SHA."

R. All notices and/or invoices, if to the PROJECT SPONSOR, shall be addressed to:

George W. Hyde, P.E.
City Engineer
City of Cambridge
Department of Public Works
1025 Washington Street
Cambridge, MD 21613
Phone: 410.228.1955
Email: ghyde@choosecambridge.com

If to MDOT SHA:

Mr. James Meredith, District 1 Engineer
State Highway Administration
District 1 Office
660 West Road
Salisbury, MD 21801
Phone 410-677-4006
E-mail: jmeredith@mdot.maryland.gov

All invoices for SRTS FUNDING AWARD approved for payment by the Regional Construction Engineer shall be forwarded for processing to:

Christy Bernal, Safe Routes to School Program Manager
Regional and Intermodal Planning Division
Maryland State Highway Administration
Mail Stop C-502
707 N. Calvert Street
Baltimore Maryland 21202
Phone: 410.545.5659
Toll Free: 1.888.204.4828
E-mail: cbernal@mdot.maryland.gov

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

**MARYLAND DEPARTMENT OF
TRANSPORTATION STATE HIGHWAY
ADMINISTRATION**

Witness

By: _____ (SEAL)
Tim Smith, P.E.
Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

RECOMMENDED FOR APPROVAL

Assistant Attorney General

C. Scott Pomento, P.E.
Director Office of Planning and Preliminary
Engineering

William J. Bertrand
Director Office of Finance

THE COMMISSIONERS OF CAMBRIDGE

ATTEST:

Witness

By: _____ (SEAL)
Andrew Bradshaw
Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

RECOMMENDED FOR APPROVAL

City Attorney

Patrick Comiskey
City Manager

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities: including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)