

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 5, 2008	[x]	Consent	[]	Regular
	[]	Ordinance	[]	Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **(A) Accept** a Florida Department of Transportation Highway Safety Grant for I-95 Corridor Enforcement, for the I-95 Task Force Project, in the amount of \$35,894, for the period of December 6, 2007 through September 30, 2008; and **(B) Approve** a budget amendment in the amount of \$35,894 increasing the Sheriff's Grant fund.

Summary: The Florida Department of Transportation (DOT) has awarded a Highway Safety grant to the Palm Beach County Sheriff's Office (PBSO) in the amount of \$35,894. These funds will be used to pay the partial salary and benefits of one (1) full-time law enforcement officer assigned to enforce traffic laws on the I-95 Corridor. This enforcement will be a combined agency effort, whereby other local agencies including the Boca Raton Police Department, Boynton Beach Police Department, and the Florida Highway Patrol, will be participating in this effort. Aggressive driving habits are widely understood to be a key variable in many traffic crashes. The required match in the amount of \$35,894 is being provided by the Palm Beach County Sheriff's Office and is included in the Sheriff's approved FY 2008 Budget. No additional positions are needed and no additional County funds are required. Countywide (DW)

Background and Justification: The Florida Department of Transportation (DOT) awards grants from funds received from the National Highway Traffic Safety Administration for Highway Safety projects. Part of the Sheriff's ongoing effort to combat traffic problems in Palm Beach County involves obtaining alternative resources to fund expanded traffic enforcement efforts. Hence, the (PBSO) applied for and was awarded the aforementioned grant to amplify aggressive driving enforcement in Palm Beach County, specifically on the I-95 Corridor. This is the Final year of a three year grant program. The Catalog of Federal Domestic Assistance (CFDA) number is 20.600, the project number is SC-08-13-06, and the DOT Contract number is APO27.

Attachments:

1. Budget Amendment
2. Award Letter
3. Application

RECOMMENDED BY:

DEPARTMENT DIRECTOR

DATE _____

APPROVED BY:

ASSISTANT COUNTY ADMINISTRATOR

DATE _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0				
Operating Costs	\$71,788				
External Revenues	(\$35,894)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	\$35,894				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2118 Object 3129

Reporting
Category _____

B. Recommended Sources of Funds / Summary of Fiscal Impact:

The Highway Safety grant is funded by the National Highway Traffic and Safety Administration and is administered at the State level by the Florida Department of Transportation. The match requirement in the amount of \$35,894 is being provided by the Palm Beach County Sheriff's Office and is included in the Sheriff's approved FY 2008 budget. No additional County funds are required in FY 2008.

I-95 Task Force Project	\$35,894
Required Match (PBSO)	<u>\$35,894</u>
Total Program Budget	<u>\$71,788</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

1/17/08 OFMB 1-17-08 CN 1/16/08
1/18/08 Contract Administration 1/18/08

B. Legal Sufficiency:

1/24/08
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<u>Revenues</u>								
I-95 Task Force Project 160-2118-3129	Federal Grant - Other Public Safety	0	0	35,894		35,894		
	<u>TOTAL REVENUES</u>	<u>\$0</u>	<u>\$2,524,484</u>	<u>\$35,894</u>	<u>\$0</u>	<u>\$2,560,378</u>		
<u>Expenditures</u>								
I-95 Task Force Project 160-2118-9498	Transfer to Sheriff's Fund	0	0	35,894		35,894		
	<u>TOTAL EXPENDITURES</u>	<u>\$0</u>	<u>\$2,524,484</u>	<u>\$35,894</u>	<u>\$0</u>	<u>\$2,560,378</u>		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of February 5, 2008

Deputy Clerk to the
Board of County Commissioners



EX-100-11-151

2007 DEC 13 AM 9:35

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS
SECRETARY

December 10, 2007

Sheriff Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

RE: Project Number: SC-08-13-06
DOT Contract Number: APO27

Dear Sheriff Bradshaw:

Your application to the Florida Department of Transportation for highway safety funds has been approved. We are pleased to make this award in the amount of \$35,894.00 for the purpose of continuing the Palm Beach County I-95 Task Force project. A copy of the approved subgrant agreement referenced above is enclosed for your file. All correspondence with the Department should always refer to the project number and the Department's contract number.

The effective date of the subgrant agreement is December 6, 2007, and only those costs incurred on or after that date and before October 1, 2008 are eligible for reimbursement. Your subgrant provides reimbursement of personnel costs. Part V of the subgrant requires that reimbursement requests for subgrants with personnel costs be submitted monthly if paid on a monthly basis and after every two pay periods if paid bi-weekly. You must provide this office with the name(s) of the individual(s) whose salary is being reimbursed under the subgrant, and this office must be notified in writing immediately if personnel changes occur during the subgrant period. If notification is not provided to this office, salary costs will not be reimbursed.

We look forward to working with you on this project. If you have any questions or need assistance, please contact Jason T. Colson at (850) 245-1540, who will be coordinating this activity.

Sincerely,

Marianne A. Trussell
Chief Safety Officer

MAT/jc

Enclosures

cc: Kelly Lutz
Vanessa Flowers
Paula Fountain
Col. Michael Gauger
Sharon Bock, CFO
George Forman
Lt. Mark Murray, Project Director

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

500-065-01
 SAFETY
 09/05

<i>For D.O.T Use Only</i> Project Number: SC-08-13-06		DOT Contract Number: AP027	
Federal Funds Allocated: \$35,894.00		Date Approved: 12/06/07	
Subgrant Period: December 6, 2007 to September 30, 2008		Date Revised:	
Subgrant History: (1) SC-07-13-08 (2) FS-06-27-06 (3)			
Part I: GENERAL ADMINISTRATIVE INFORMATION (See Instructions for Highway Safety Subgrant Applications)			
1. Project Title: <u>Palm Beach County I-95 Task Force</u>			
2. Type of Application: <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Continuation			
3. Requested Subgrant Period: <u>10/1/2007</u> to <u>9/30/2008</u>			
4. Support Sought: <u>\$35,894.00</u> Matching Share: <u>\$35,894.00</u> Total Budget: <u>\$71,788.00</u>			
5. Applicant Agency (Subgrantee): Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406		6. Implementing Agency: Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406	
Telephone: <u>(561) 688 - 3021</u>		Telephone: <u>(561) 688 - 3021</u>	
7. Federal ID Number: 59-6000789		8. State FLAIR Number(State Agencies)	
9. Chief Financial Officer: County: Sharon Bock, Clerk of the Circuit Court Palm Beach County 205 N. Dixie Hwy West Palm Beach, FL 33401 Agency: George Forman Chief Financial Officer Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406 Telephone Number: <u>(561) 688 - 3131</u> Fax Number: <u>(561) 688 - 4330</u> E-Mail Address: <u>formang@pbso.org</u>		10. Project Director: Lieutenant Mark Murray Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406 Telephone Number: <u>(561) 688 - 3700</u> Fax Number: <u>(561) 688 - 3729</u> E-Mail Address: <u>murraym@pbso.org</u>	
Subgrant funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration, Catalog of Federal Domestic Assistance Number - 20.600, State and Community Highway Safety Program, through the Florida Department of Transportation. The Dun and Bradstreet Data Universal Numbering System (DUNS) Number for the Florida Department of Transportation is 80-939-7102.			

Part II: PROJECT PLAN AND SUPPORTING DATA

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

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

Start below and use additional pages as necessary.

Statement of the Problem:

The I-95 Corridor in Palm Beach County is plagued by intrusive construction projects and dense traffic congestion. The construction projects often cause lane closures, detours, obstructed driving conditions, and "on looker" delays. The traffic congestion often causes roadway blockages, a limited driving span, and related delays. These hazardous elements can negatively impact driving conditions, which can lead to an increase in the frequency of traffic incidents. These elements alone are hazardous, however, when coupled with aggressive type driving behaviors, the outcome can be fatal.

According to the Aggressive Driver Study published in 1999 by the DSHMV, aggressive driving plays a role in nearly all traffic crashes. As defined by the study, aggressive, careless driving occurs when a driver performs (2) or more of the following behaviors, simultaneously: exceeding posted speed, unsafely or improperly changing lanes, following another vehicle too closely, failing to yield to right of way, improperly passing, and/or failing to follow instructions of a traffic control device/signal. This aggressive type driving behavior greatly increases the incidence of traffic crashes, which in addition to causing the immediate motorists hardship can also cause a negative impact to the traveled roadway and traveling motorists.

The Florida Department of Transportation Incident Tracking Database System tracks traffic incidents based on overall traffic impact levels. Level 1 incidents are defined as incidents which impact the traveled roadway for less than 30 minutes, with minor lane blockage; Level 2 incidents are defined as incidents which impact the traveled roadway for more than 30 minutes, but less than 2 hours, with lane blockages; Level 3 incidents are defined as incidents which impact the traveled roadway for more than two hours and/or the roadway is fully closed in any single direction. In the case of a Level 3 incident, significant area-wide congestion is expected. During the period of October 1, 2003 through September 30, 2004, there were 160 documented Level 3 incidents and 298 documented Level 2 incidents. All of the incidents described above are caused by traffic crashes. As indicated above, traffic crashes are most often caused by aggressive type driving. Palm Beach County must address aggressive driving behaviors on the I-95 corridor in an effort to decrease traffic crashes and related traffic incidents.

Proposed Solution:

The Palm Beach County Sheriff's Office, in a collaborative effort with other state and local agencies, has dedicated additional officers to the enforcement of traffic laws on the I-95 Corridor. Specifically, the Palm Beach County Sheriff's Office, Boca Raton Police Department, Boynton Beach Police Department, and the Florida Highway Patrol are all involved in this project to increase personnel allocations and corresponding equipment in an effort to increase service to this I-95 region. The Palm Beach County Sheriff's Office is requesting continued funding for one full time deputy. The deputy assigned to this region will continue to enforce aggressive driving laws and attend to traffic crashes. We believe that this collaborative effort to reduce aggressive driving will decrease the overall number of traffic crashes, traffic related fatalities, and overall traffic incidents in this area of heightened patrol. The agencies identified above will continue to work cooperatively in our efforts, thus providing the most effective enforcement.

[illegible]

Part III: PROJECT DETAIL BUDGET

Project Title: <u>Palm Beach County I-95 Task Force</u>				
Project Number: <u>SC-08-13-06</u>				
Contract Number: <u>AP027</u>				
BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
A. Personnel Services				
Salary for One Deputy	\$51,998	\$25,999	\$0	\$25,999
Benefits	\$19,790	\$9,895	\$0	\$9,895
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$71,788	\$35,894	\$ 0	\$35,894
B. Contractual Services				
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0
C. Expenses				
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
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	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0

Budget Modification Number: _____
Effective Date: _____

Part III: PROJECT DETAIL BUDGET

Project Title: <u>Palm Beach County I-95 Task Force</u>				
Project Number: <u>SC-08-13-06</u>				
Contract Number: <u>AP027</u>				
BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
D. Operating Capital Outlay	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
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	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0
E. Indirect Cost	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$ 0	\$0	\$0	\$0
	\$ 0	\$ 0	\$ 0	\$ 0
Total Cost of Project	\$71,788	\$35,894	\$ 0	\$35,894

Budget Modification Number: _____
Effective Date: _____

BUDGET NARRATIVE

Project Title: Palm Beach County I-95 Task Force

Project Number: SC-08-13-06

Contract Number: AP027

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

Personnel Services:

This cost is to pay for the salary @50% and benefits @50% for one (1) Deputy Sheriff who will be assigned to the I-95 Continuation Project and responsible for the implementation of the program. Benefits include Longevity, FICA, Retirement, Long Term Disability, Life Insurance, Health Insurance, Dental Insurance, Vision Insurance, and Cost of Living Assessment (COLA).

Federal Funding= (50%) Salary = \$25,999

Federal Funding = (50%) Benefits= \$9,895

Total Federal Funding Requested = \$35,894

Local Match = (50%) Salary = \$25,999

Local Match= (50%) Benefits = \$9,895

Total Local Match = \$35,894

Total Project Amount = \$71,788

Budget Modification Number: _____

Effective Date: _____

Part IV: REPORTS

Quarterly Progress Report Narrative for the _____ quarter.

Project Title: Palm Beach County I-95 Task Force

Project Number: SC-08-13-06

Implementing Agency: Palm Beach County Sheriff's Office

Project Director: Lt. Mark Murray

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

QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS for the _____ quarter.

Project Title: <u>PERFORMANCE INDICATORS FOR THE FY08 S/AD PROGRAM AREA</u>						
Project Number: <u>SC-08-13-06</u>						
Implementing Agency: <u>Palm Beach County Sheriff's Office</u>						
Project Director: <u>Lt. Mark Murray</u>						
Performance Indicators	Milestones Accomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Month Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
Number of Traffic Stops with grant funded position. *Performance Goal: Strive for an average of 3 traffic stops per hour*			0			0
Number of Speeding Tickets with grant Funded position			0			0
Number of Seat Belt tickets with grant funded position			0			0
Number of Arrests subsequent to traffic stops with grant funded position			0			0
Number of Speeding Tickets issued by Agency.			0			0
Number of Tickets issued by Agency with Aggressive Driving Box checked			0			0
Number of Traffic Related Public Awareness Events conducted by Agency			0			0
Number of Specialized Traffic Enforcement Operations conducted by Agency			0			0
Number of DUI Operations conducted or participated in by Agency			0			0

Final Narrative Report

Project Title: Palm Beach County I-95 Task Force
Project Number: SC-08-13-06
Implementing Agency: Palm Beach County Sheriff's Office
Project Director: Lt. Mark Murray

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

Part V: Acceptance and Agreement

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

- 1. Reports.** The subgrant year quarters are October 1 - December 31, January 1 - March 31, April 1 - June 30, and July 1 - September 30. The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.
- 2. Responsibility of Subgrantee.** The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; OMB Circular A-87, **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, (hereinafter referred to as Applicable Federal Law).
- 3. Compliance with Chapter 287, Florida Statutes.** The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(a), Florida Statutes.
 - (a) Section 287.133 (2)(a), F.S.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - (b) Section 287.134 (2)(a), F.S.**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 4. Approval of Consultant and Contractor Agreements.** The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.

All consultant agreements will contain the following statement:

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

5. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law and state law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the subgrantee.

6. Travel. Travel costs for approved travel shall be reimbursed in accordance with the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, but not in excess of provisions in Section 112.061, Florida Statutes. All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-grant-specified work area travel shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding \$100 per day that are to be reimbursed. Rates exceeding \$100 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds \$100.

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

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

Changes to the subgrant agreement shall only be requested by the Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency. Requests for changes to the subgrant budget must be postmarked no later than June 30 of the fiscal year to be considered. Requests for budget changes postmarked after June 30 will be denied.

8. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

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

10. Excusable Delays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 07). Appropriate documentation supportive of the reported costs must accompany each claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Disadvantaged Business Enterprises (DBE).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. Certification for Equipment Costing More than \$500 per Item. The head of any implementing agency purchasing equipment costing more than \$500 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment, whether the equipment was purchased with federal, state, or local funds.

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

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

40. Special Conditions.

PROJECT NUMBER: SC-08-13-06

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

(For DOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 

Title: Traffic Safety Administrator

Date: 12/6/07

Attest: 

FEDERAL FUNDS ALLOCATED

\$35,894.00

Reviewed for the Department of Transportation:

By: 
Attorney - DOT

Date: 12/6/07

SUBGRANTEE

Palm Beach County Sheriff's Office

Name of Applicant Typed

By: 
Signature of Authorized Representative

Rlc. L. Bradshaw

Authorized Representative's Name Typed

Title: Sheriff

Date: 10/17/07

Attest: 
Signature of Witness

ADMINISTRATOR OF IMPLEMENTING AGENCY

By: 
Signature of Administrator

Michael Gauger

Administrator's Name Typed

Title: COLONEL - LAW ENFORCEMENT

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