

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

Meeting Date: November 3, 2009 ☒ 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 on behalf of the Palm Beach County Sheriff's Office a Florida Department of Transportation Highway Safety Grant for the Palm Beach County DUI Initiative - Year 2, in the amount of \$133,228 for the period of October 01, 2009 through September 30, 2010; **(B) Approve** a budget amendment in the amount of \$133,228 increasing the Sheriff's Grant fund.

Summary: On September 29, 2009, The Florida Department of Transportation (DOT) awarded a Highway Safety grant to the Palm Beach County Sheriff's Office (PBSO) in the amount of \$133,228. These funds will be used to pay the partial salary and benefits of two full-time law enforcement officers assigned to the DUI Unit to enforce DUI driving laws. The required match in the amount of \$44,410 is being provided by the Palm Beach County Sheriff's Office and is included in the Sheriff's approved FY 2010 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 enforcement of DUI driving laws in Palm Beach County. The Catalog of Federal Domestic Assistance (CFDA) number is 20.601 and the DOT contract number is APA94.

Attachments:

1. Budget Amendment
2. Award Letter
3. Application

RECOMMENDED BY: [Signature] 10/15/09
DEPARTMENT DIRECTOR DATE

APPROVED BY: [Signature] 10/24/09
ASSISTANT COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	\$177,638				
External Revenues	(\$133,228)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	44,410				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES NO X

Budget Account No.: Fund 1152 Agency 160 Org 2166 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 required match in the amount of \$44,410 is being provided by the Palm Beach County Sheriff's Office and is included in the Sheriff's approved FY 2010 Budget. No additional positions are needed and no additional County funds are required.

Palm Beach County DUI Initiative	\$133,228
Required Match (PBSO)	<u>\$ 44,410</u>
Total Program Budget	<u>\$177,638</u>

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

NO SL

10/21/09 OFMB

10/20/09 CN 10/16/09

Juan L. Jaramila
Contract Administration
EJ 10/23/09

B. Legal Sufficiency:

 10/26/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

SUBGRANT APPLICATION FOR HIGHWAY SAFETY FUNDS

<i>For D.O.T Use Only</i>	
Project Number: K8-10-06-09	DOT Contract Number: APO94
Federal Funds Allocated: \$133,228.00	Date Approved: 10/01/2009
Subgrant Period: 10/01/2009 - 9/30/2010	Date Revised:
Subgrant History: (1)	(2) (3)
Part I: GENERAL ADMINISTRATIVE INFORMATION (See Instructions for Highway Safety Subgrant Applications)	
1. Project Title: <u>Palm Beach County DUI Initiative-Year 2</u>	
2. Type of Application: <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Continuation	
3. Requested Subgrant Period: <u>10/1/2009</u> to <u>9/30/2010</u>	
4. Support Sought: <u>\$133,228.00</u> Matching Share: <u>\$44,410.00</u> Total Budget: <u>\$177,638.00</u>	
5. Applicant Agency (Subgrantee): Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406 Ric L. Bradshaw, Sheriff Telephone: <u>(561) 688 - 3021</u>	6. Implementing Agency: Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406 Janet Cid, Section Manager-Grants Telephone: <u>(561) 688 - 3257</u>
7. Federal ID Number: <u>59-6000-789038</u>	8. State FLAIR Number(State Agencies)
9. Chief Financial Officer: George Forman Chief Financial Officer 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@pbsso.org</u>	10. Project Director: Lieutenant Michael Reardon Palm Beach County Sheriff's Office Traffic Division 3228 Gun Club Road West Palm Beach, Florida 33406 Telephone Number: <u>(561) 688 - 3715</u> Fax Number: <u>(561) 688 - 3729</u> E-Mail Address: <u>reardonm@pbsso.org</u>
Subgrant funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration, Catalog of Federal Domestic Assistance Number – 20.6__, 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:

Palm Beach County is located along the southeastern coastline of the State of Florida, and is the largest and fastest growing metropolitan area in the state. Encompassing 2,578 square miles (including Lake Okeechobee) and 38 municipalities and unincorporated areas, it is home to 1,351,236 residents, an increase of 84,785 residents from 2007 to 2008. Palm Beach County also has a large seasonal population and entertains millions of tourists annually. The size of our county coupled with the increasing number of residents, makes Palm Beach County roadways highly travelled and often congested. Desperately trying to beat congestion, many Palm Beach County drivers endanger their lives and the lives of others by driving "aggressively". According to the the Florida Department Highway Safety and Motor Vehicles (DHSMV) 2006 Traffic Crash Statistics Report, alcohol-related crashes and related injuries/fatalities reported in Palm Beach County from 2004-2006 are as follows:

2006: 1,265 alcohol-related crashes, of which 945 resulted in injuries and 62 resulted in fatalities.
 2005: 1,419 alcohol-related crashes, of which 1,170 resulted in injuries and 67 resulted in fatalities.
 2004: 1,339 alcohol-related crashes, of which 1,131 resulted in injuries and 62 resulted in fatalities.

In addition, according to the Florida Highway Safety Matrix, Palm Beach County ranks 12th among 23 counties with a population over 200,001 in alcohol-related crashes. As Palm Beach County's population continues to grow, it is anticipated that DUI-related driving behaviors and incidents will become even more pervasive. This increase in alcohol-related driving negatively impacts our roadways and adversely affects the safety of our citizens. Therefore, we must continue to effectively address and respond to this escalating problem as we implement countywide safety strategies.

Proposed Solution:

The Palm Beach County Sheriff's Office proposes to continue our DOT DUI Initiative through our two grant-funded DUI deputies as they continue to enforce DUI driving laws, and participate in DUI saturation patrols. With the continued efforts of the DUI deputies and the resources of our DUI Unit, we anticipate: 1) an increase in traffic-related citations; and 2) increased countywide attention to the dangers of DUI driving. Public awareness of our enforcement efforts will be accomplished through community radio and television broadcasts. Our goal is to significantly reduce the number of DUI incidents by focusing on DUI driving behavior, thereby decreasing the number of DUI-related traffic crashes in Palm Beach County.

Objectives:

1. To deploy two (2) full time deputy sheriffs in our Traffic Division DUI Unit.
2. To publicize increased DUI enforcement on community radio and television stations continuously from 10/01/09-9/30/10.
3. To increase DUI related citations issued by 10% by September 30, 2010.
4. To decrease the number of DUI related traffic crashes at targeted locations by 10% by September 30, 2010.

Evaluation:

The overall evaluation will be based on the level at which project goals are obtained. Data related to citations issued and the incidence of alcohol-related crashes in FY 2010 will be compared to FY 2009 data.

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Part III: PROJECT DETAIL BUDGET

Project Title: <u>Palm Beach County DUI Initiative-Year 2</u>				
Project Number: <u>K8-10-06-09</u>				
Contract Number: <u>APO94</u>				
Each budget category subtotal listed below cannot be exceeded. All individual line item costs are estimates, and the State Safety Office may approve monetary shifts between line items, not to exceed the subtotal of each budget category.				
BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
A. Personnel Services				
(2) Deputy Sheriffs Salaries (100% of time)	\$113,227	\$84,920	\$0	\$28,307
	\$ 0	\$0	\$0	\$0
(2) Deputy Sheriff Benefits	\$64,411	\$48,308	\$0	\$16,103
(Retirement, FICA, Health/Dental Insurance, Disability, Vision, and Life Insurance.	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	\$177,638	\$133,228	\$ 0	\$44,410
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
	\$ 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
	\$ 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 DUI Initiative- Year 2</u>				
Project Number: <u>K8-10-06-09</u>				
Contract Number: <u>APO94</u>				
Each budget category subtotal listed below cannot be exceeded. All individual line item costs are estimates, and the State Safety Office may approve monetary shifts between line items, not to exceed the subtotal of each budget category.				
BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
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
	\$ 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
	\$ 0	\$0	\$0	\$0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0
Total Cost of Project	\$177,638	\$133,228	\$ 0	\$44,410

Budget Modification Number: _____
Effective Date: _____

BUDGET NARRATIVEProject Title: Palm Beach County DUI Initiative-Year 2Project Number: K8-10-06-09Contract Number: APO94

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

A. Personnel Services:**Salaries:**

(2) Deputy Sheriffs = \$113,227

Of the amount, \$87,920 (75%) will be paid by the grant. The Palm Beach County Sheriff's Office will pay \$28,307 (25%).

Benefits:FICA- $\$113,227 \times 7.65\% = \$8,662$ Retirement- $\$113,227 \times 23.19\% = \$26,258$ Health- $\$13,800 \times 2 = \$27,600$ Dental- $\$504 \times 2 = \$1,008$ Life- $\$113,227 \times .0022\% = \249 Vision- $\$102 \times 2 = \204 Disability Insurance- $\$113,227 \times .0038\% = \430

Benefits Total= \$64,411

Of the amount, \$48,308 (75%) will be paid by the grant. The Palm Beach County Sheriff's Office will pay \$16,103 (25%).

Total Salaries/Benefits= \$177,638

Personnel expenses will pay for the salaries and benefits of two (2) full-time deputies who will be assigned to the DUI Unit of the Traffic Division to implement this DUI Initiative project. Benefits include FICA, Retirement, Health, Life, Vision, Long-Term Disability and Dental Insurance.

TOTAL PROJECT COST= \$177,638Budget Modification Number: _____
Effective Date: _____

Part IV: REPORTS

Quarterly Progress Report Narrative for the _____ quarter.

Project Title: Palm Beach County DUI Initiative-Year 2

Project Number: K8-10-06-09

Implementing Agency: Palm Beach County Sheriff's Office

Project Director: Lt. Michael Reardon

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>Palm Beach County DUI Initiative-Year 2</u>						
Project Number: <u>K8-10-06-09</u>						
Implementing Agency: <u>Palm Beach County Sheriff's Office</u>						
Project Director: <u>Lt. Michael Reardon</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 DUI arrests made by the officers assigned to the grant-funded vehicle.			0			0
Number of speeding citations issued by the officers assigned to the grant-funded vehicle.			0			0
Number of DUI checkpoints conducted.			0			0
Number of DUI arrests made at checkpoints.			0			0
Number of safety belt citations issued at checkpoints.			0			0
Number of safety belt citations issued by the officers assigned to the grant-funded vehicle.			0			0
Number of multi-agency alcohol education events conducted.			0			0
			0			0
			0			0

Final Narrative Report

Project Title: Palm Beach County DUI Initiative-Year 2

Project Number: K8-10-06-09

Implementing Agency: Palm Beach County Sheriff's Office

Project Director: Lt. Michael Reardon

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

Part V: Acceptance and Agreement

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

1. **Reports.** The subgrant year quarters are October 1 - December 31, January 1 - March 31, April 1 - June 30, and July 1 - September 30. The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.
2. **Responsibility of Subgrantee.** The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; 2 C.F.R. 225 (OMB Circular A-87), **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, hereby incorporated by reference, (hereinafter referred to as Applicable Federal Law).
3. **Compliance with Chapter 287, Florida Statutes.** The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(a), Florida Statutes.
 - (a) **Section 287.133 (2)(a), F.S.**
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - (b) **Section 287.134 (2)(a), F.S.**
An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
4. **Approval of Consultant and Contractor Agreements.** The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.

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

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

All contractual service agreements shall contain the following statement:

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

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

All costs are true and valid costs incurred in accordance with the agreement.

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

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

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

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

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

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

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

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

10. Excusable Delays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Disadvantaged Business Enterprises (DBE).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

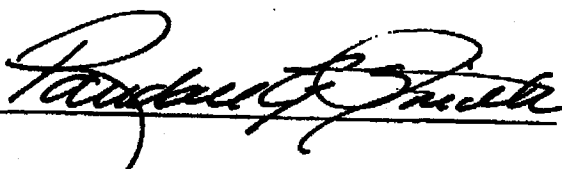
40. Special Conditions.

PROJECT NUMBER: K8-10-06-09

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.

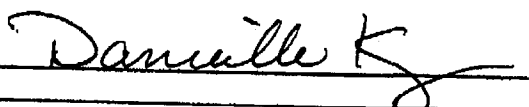
(For DOT Use Only)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: 

Title: Traffic Safety Administrator

Date: 10/1/09

Attest: 

FEDERAL FUNDS ALLOCATED

\$133,228.00

Reviewed for the Department of Transportation:

By: 
Attorney - DOT

Date: 4.25.9

SUBGRANTEE

Palm Beach County Sheriff's Office

Name of Applicant Typed

By: 
Signature of Authorized Representative

Ric L. Bradshaw

Authorized Representative's Name Typed

Title: Sheriff

Date: 9/18/09

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.

GENERAL ORDER**511.00**

SUBJECT: ROUTINE & EMERGENCY OPERATION OF SHERIFF'S OFFICE VEHICLES			
DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
112008	070703	08-1	1 of 6
RESCINDS			
ACCREDITATION STANDARDS	CFA 17.07, 17.09, 22.04, 23.03, 24.03		

CONTENTS:

This general order consists of the following numbered sections:

- I. ROUTINE VEHICLE OPERATION - CODE 1
- II. EMERGENCY VEHICLE OPERATION - CODE 2
- III. EMERGENCY VEHICLE OPERATION - CODE 3
- IV. EMERGENCY VEHICLE OPERATION WITHOUT EMERGENCY LIGHTS AND SIREN
- V. VEHICLES UNAUTHORIZED TO ENGAGE IN EMERGENCY VEHICLE OPERATION
- VI. REQUESTS FOR SHERIFF'S VEHICLES TO STOP
- VII. AUTHORIZED USE OF SHERIFF'S VEHICLES
- VIII. PROHIBITED USE OF SHERIFF'S VEHICLES
- IX. EMERGENCY MEDICAL TRANSPORTATION

DISCUSSION:

PBSO vehicles must be operated in a safe and lawful manner. The routine and emergency operation of PBSO vehicles, which are highly visible elements of the Sheriff's Office, is always under close scrutiny by the public. It is important that employees operate their vehicles in a prudent manner to keep from discrediting themselves or the PBSO. The provisions of this order and Florida law do not relieve the operator of a PBSO vehicle from the duty to drive with due regard for the safety of all persons, nor will such provisions protect the operator of a PBSO vehicle from the consequences of reckless disregard for the safety of others. This order will apply to all employees.

PROCEDURE:**I. ROUTINE VEHICLE OPERATION - CODE 1**

Under normal, non-emergency operating conditions, and while responding to routine calls for service, operators of PBSO vehicles will strictly adhere to all traffic laws, and will drive defensively in a safe and courteous manner. Operators of PBSO vehicles will exercise a greater than ordinary degree of care while backing. Seat belts will be worn in accordance with Florida law. When arriving at an emergency call, the operator may remove the restraint device immediately prior to stopping to avoid becoming entangled in the restraint device.

- A. Only authorized employees will be permitted to operate PBSO vehicles.

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- B. Employees will operate PBSO vehicles only when properly licensed to do so by the State of Florida Department of Highway Safety and Motor Vehicles, in compliance with Florida Statutes.
- C. Operators of PBSO vehicles will be responsible for the proper use and care of the vehicle, and all accessories, equipment and tools assigned to the vehicle.
- D. Operators must be properly attired while operating their assigned vehicles off-duty (tank tops, short shorts, and flip flops are prohibited).
- E. Only deputies assigned to Law Enforcement are authorized to utilize PBSO vehicles to take action related to law enforcement. Corrections deputies will not engage in traffic stops or other law enforcement activity except in exigent circumstances at the direction of, or approval from the on-duty Law Enforcement Watch Commander prior to executing the action.

II. EMERGENCY VEHICLE OPERATION – CODE 2

When engaged in Code 2 emergency vehicle operation, deputies:

- A. May be permitted to use lights only when engaging in funerals, parades, escort of oversize vehicles, hazardous or unusual cargo and other similar type events with the approval of the Watch Commander or higher competent authority.
- B. May be permitted to use lights only when engaging in public official and dignitary escorts as approved by Coordinator of Dignitary Protection Detail. (Refer to GO 520.01)
- C. May be permitted to use emergency lights only when engaging in a tactical approach to a call/incident scene resulting from a Code 3 response.
- D. May exceed the posted speed limit so long as life and/or property are not endangered.
- E. May disregard regulations governing direction or movement, or turning in specified directions so long as life and/or property are not endangered.
- F. May disregard regulations governing parking laws under normal circumstances, except that a PBSO vehicle will not block access to a fire hydrant at a fire scene, or in any way obstruct the passage of fire apparatus.
- G. When entering an intersection against the flow of traffic, PBSO vehicles will utilize emergency lights and siren. PBSO vehicles will ensure that the cross-flow traffic in each lane has yielded before attempting to cross that lane of traffic. PBSO vehicles will yield (defer) to traffic, which ordinarily would have the right-of-way.

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- H. Seat belts will be worn in accordance with Florida law. When arriving at an emergency call, the operator may release the restraint device immediately prior to stopping to avoid becoming entangled in the restraint device.

III. EMERGENCY VEHICLE OPERATION – CODE 3

Deputies may engage in emergency vehicle operations in accordance with FSS 316.072 when responding to an emergency call for service and when engaged in a vehicle pursuit. Deputies or supervisors may make the initial decision to engage in emergency vehicle operation. This decision will be based upon the “reasonable safety” of Code 3 operation relative to traffic, weather, roadway, pedestrian, and other pertinent conditions, and the most current available information. Deputies will immediately terminate emergency vehicle operation when directed to do so by superior authority.

- A. Deputies will utilize emergency lights and siren to warn vehicular and pedestrian traffic along the emergency route. Hazard/warning lights wig-wag headlights, spotlights, and the public address system may be used as additional safety measures. The siren may be deactivated when reasonably justified and when not in violation of FSS.
- B. Deputies may exceed the posted speed limit so long as life and/or property are not endangered.
- C. Deputies will not pass or “overtake” other PBSO vehicles responding Code 3 unless tactically necessary.
- D. Deputies may disregard regulations governing direction or movement, or turning in specified directions so long as life and/or property are not endangered.
- E. Deputies may disregard regulations governing parking laws under normal circumstances; except that a PBSO vehicle will not block access to a fire hydrant at a fire scene, or in any way obstruct the passage of fire apparatus.
- F. When entering an intersection against the flow of traffic, deputies will utilize emergency lights and siren. Deputies will ensure that the cross-flow traffic in each lane has yielded before attempting to cross that lane of traffic. Deputies will yield (defer) to traffic, which ordinarily would have the right-of-way.
- G. When tactically appropriate or as soon as possible deputies will notify Communications (via radio) of their location when engaging in emergency vehicle operation (Code 2 or Code 3) status.
- H. When more than one deputy is en route to the same emergency situation/incident, the first deputy to arrive on scene will promptly make radio notification to the other responding units, advising them if conditions warrant the continuation or termination of emergency vehicle operation. Supervisors may continue to engage in emergency vehicle operation at their discretion.

GENERAL ORDER**511.00**

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- I. Seat belts will be worn in compliance with Florida law. When arriving at an emergency call, the deputy may release the restraint device immediately prior to stopping to avoid becoming entangled in the restraint device.

IV. EMERGENCY VEHICLE OPERATION WITHOUT EMERGENCY LIGHTS AND SIREN

- A. Operators of PBSO vehicles, when responding to an emergency call or other law enforcement operation involving an actual or suspected violator of the law, may operate the vehicle without using emergency lights and siren under the following circumstances:
 1. While responding to an emergency call where knowledge of the deputy's presence would escalate the situation, cause evidence to be destroyed, or alert a suspect to a law enforcement presence and endanger lives or hamper apprehension; or
 2. While moving into an operational position based on established operational protocols.
- B. The decision to operate PBSO vehicles without emergency lights and siren and in disregard of traffic laws when responding to an emergency call for service or other law enforcement operation involving an actual or suspected violator of the law, shall be made by a deputy or supervisor and shall be based upon "reasonable safety" to do so, as defined in this general order. A deputy that is driving without emergency lights and siren pursuant to this section must drive with due regard for the safety of all persons using the highway, which includes the use of emergency lights and siren when reasonably necessary to warn pedestrians and other drivers of the approach thereof.
- C. Employees shall immediately terminate emergency vehicle operation without the use of emergency lights and sirens when directed to do so by a superior authority.

V. VEHICLES UNAUTHORIZED TO ENGAGE IN EMERGENCY VEHICLE OPERATION

- A. Emergency vehicles, which are not equipped with both emergency lights and siren (i.e., a "standard" detective vehicle), will not engage in emergency vehicle operation except to effect a traffic stop.
- B. Civilian employees (Community Service Aides and Crime Scene Technicians, etc.) who operate emergency vehicles will not engage in emergency vehicle operation with exception of those employees identified in GO 523.03 who are operating authorized ERT Emergency Vehicles.
- C. Special Purpose Vehicles will not engage in emergency vehicle operation unless specifically directed by a supervisor, or when conducting traffic enforcement activities. This does not include parades, dignitary escorts or other similar events.

GENERAL ORDER**511.00**

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VI. REQUESTS FOR SHERIFF'S VEHICLES TO STOP

PBSO employees, when requested or commanded to stop by other law enforcement personnel will:

- A. Immediately stop, regardless of assignment, even if responding to a serious emergency call.
- B. Clearly identify self and activity unless such declaration would obstruct or hinder a criminal investigation.
- C. When the operator of a PBSO vehicle continues to be detained by another law enforcement officer, advise the radio dispatcher of the circumstances and request that a supervisor report to the site of the detention.
- D. Submit a report of the incident to the employee's Commander through the chain-of-command.

VII. AUTHORIZED USE OF SHERIFF'S VEHICLES

PBSO vehicles may be parked in the roadway, as incident circumstances require.

- A. Use of PBSO vehicles to protect accident scenes, injured persons, crime scenes or for public safety purposes will be signaled by the activation of emergency lights, hazard warning lights, flares or other appropriate warning devices.
- B. When the use of PBSO vehicles for protection of accident scenes or injured persons, crime scenes, or for public safety purposes is necessary, flares will be placed in the roadway between the PBSO vehicle and approaching traffic as soon as possible, unless such deployment of flares is unsafe due to conditions such as fuel spills, etc.
- C. PBSO vehicles will be removed from the roadway as soon as practical after placement of flares or other appropriate warning devices.

VIII. PROHIBITED USE OF SHERIFF'S VEHICLES

- A. Emergency escort of civilian vehicles is prohibited. Should a civilian request a medical emergency escort, the employee will summon an ambulance for treatment and/or transportation of the injured or ill person.
- B. Escorting emergency vehicles from other agencies or other PBSO vehicles is generally prohibited. Under special circumstances a supervisor may grant approval for such escorts. This policy will not prohibit PBSO vehicles from assisting other emergency vehicles with intersection passage or other acts that enhance public safety.

GENERAL ORDER**511.00**

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IX. EMERGENCY MEDICAL TRANSPORTATION

In an extreme medical emergency, it may become necessary for an employee to transport an injured or ill person to a treatment facility in a PBSO vehicle. Such transports will be made only upon approval of a supervisor.

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
Revenues								
Palm Beach County DUI Initiative - Year 2								
160-2166-3129	Federal Grant - Other Public Safety	0	0	133,228		133,228		
	<u>TOTAL REVENUES</u>	<u>0</u>	<u>\$530,432</u>	<u>\$133,228</u>	<u>\$0</u>	<u>\$663,660</u>		
Expenditures								
Palm Beach County DUI Initiative - Year 2								
160-2166-9498	Transfer to Sheriff's Grant Fund	0	0	133,228		133,228		
	<u>TOTAL EXPENDITURES</u>	<u>0</u>	<u>\$530,432</u>	<u>\$133,228</u>	<u>\$0</u>	<u>\$663,660</u>		

Palm Beach County Sheriff's Office

Signatures

Date

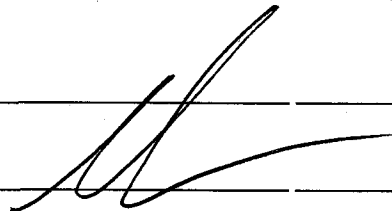
By Board of County Commissioners
At Meeting of November 3, 2009

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

 11/10/09



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

September 29, 2009

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

RE: Palm Beach County DUI Initiative
Project Number: K8-10-06-09
DOT Contract Number: APO94

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 \$133,228.00 for the purpose of continuing the Palm Beach County DUI Initiative. 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 October 1, 2009, and only those costs incurred on or after that date and before October 1, 2010 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 Pete Cohen at (850) 245-1560, who will be coordinating this activity.

Sincerely,

Randall G. Smith
Traffic Safety Administrator

RGS/pc

Enclosures

cc: FDOT Contract Payment Section
Kaylene Snow
George Forman, CFO
Lt. Michael Reardon, Project Director
Danielle King