Agenda Item No. **386**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Ju	ly 1, 2014	[x]	Consent	J]	Regular	
Department:		[]	Ordinance	. C]	Public Hearing	
Submitted By: Submitted For:			Sheriff's Office 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 Letter of Agreement and Contract between the Palm Beach County Sheriff's Office and the University of South Florida Board of Trustees for the University of South Florida's Center for Urban Transportation Research, for the Palm Beach County Sheriff's Office's Pedestrian and Bicycle Safety High Visibility Enforcement Project in the amount of \$75,600, for the period of May 28, 2014 through August 15, 2014; **(B) Approve** a budget amendment of \$75,600 increasing the Sheriff's Grant. fund.

Summary: On May 28, 2014, the University of South Florida's Center for Urban Transportation Research awarded a Pedestrian and Bicycle Safety High Visibility Enforcement (HVE) grant to the Palm Beach County Sheriff's Office (PBSO) in the amount of \$75,600, to support the Florida Department of Transportation's Pedestrian and Bicycle Safety Enforcement Campaign. These funds will be used to pay for overtime costs associated with the HVE project. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required. <u>Countywide</u> (PE)

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. DOT sub-awarded these funds to the University of South Florida's Center for Urban Transportation Research to implement Florida's Pedestrian & Bicycle Strategic Safety Plan. A component of the plan is to fund law enforcement's effort to conduct high visibility enforcement details throughout high risk intersections. The Catalog of Federal Domestic Assistance (CFDA) number is 20.600, the project number is TWO #945-001, and the DOT Contract number is #BDV25.

Attachments:

1. Budget Amendment 2. Letter of Agreement and Contract	
RECOMMENDED BY:	 (/ر) اردا DATE
APPROVED BY:	Clialiu DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs	2014 0 \$75,600	2015	2016	2017	2018
External Revenues Program Income (County)	(\$75,600)				
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				
Is Item Included in Curren	nt Budget: YE	ES	NO	X	
Budget Account No.: Fund	1152 Agency	<u>160</u> C	Org <u>2264</u>	Object	
I	Reporting Categ	ory			

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. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required.

Palm Beach County Sheriff's Office Pedestrian & Bicycle HVE Project Total Program Budget

<u>\$75,600</u> \$75,600

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

And J. Jacoban 6 18/14 Contract Administration

B. Legal Sufficiency:

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

FUND 1152 - Sheriff's Grants Fund

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BGEX 160 061714-1507 BGEN 160 061714-582

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								
Pedestrian & Bicyclist I 160-2264-6600	High Visibility Enforcement Contrib/Donations from Private Srces	0	0	75,600		75,600		
	TOTAL REVENUES	2,442,123	\$5,384,156	\$75,600	\$0	\$5,459,756		
<u>Expenditures</u>								
<u>Pedestrian & Bicyclist I</u> 160-2264-9498	High Visibility Enforcement Transfer to Sheriff's Fund 1902	0	0	75,600		75,600		
	TOTAL EXPENDITURES	2,442,123	\$5,384,156	\$75,600	\$0	\$5,459,756	-	
							-	-
Palm Beach County Sh	neriff's Office	Signatures		Date			By Board of Count At Meeting of Ju	
INITIATING DEPART	MENT/DIVISION			6-12.14				
Administration/Budge	et Department Approval		pag_	618/2011	·/		Deputy Clerk to th Board of County C	
OFMB Department - F	Posted				, 			
				50 6 [17] 14	Att	achment #_	1	
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Letter of Agreement and Contract

In this contract between the Palm Beach County Sheriff's Office ("Vendor") and the University of South Florida Board of Trustees for the University of South Florida's Center for Urban Transportation Research ("University"), the Vendor shall perform the services outlined in the scope of services (Exhibit A).

Total not to exceed: \$75,600.00

This contract is being entered into under the terms and conditions of the Florida Department of Transportation ("FDOT") project TWO #945-001, Contract #BDV25. A final product must be received or services completed by August 15, 2014; a final invoice must be received by August 15, 2014. The Vendor shall forfeit payment of costs if final invoice is not received by close of business on August 15, 2014. Invoices may be mailed via the U.S. Post Office, shipped or emailed to Kristin@cutr.usf.edu. Faxed invoices are not accepted.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of South Florida. The FDOT and the University's liability in negligence or indemnity for acts of its employees or officers will only be provided under Section 768.28, Florida Statutes. Neither the FDOT nor the University shall be responsible for attorney fees except as provided by statute.

Subject to the limitations of Section 768.28, Florida Statutes, the Vendor shall be required to defend, hold harmless and indemnify the University, the FDOT, NHTSA, FHWA, and USDOT, from all claims and liability, or both due to recklessness or intentional wrongful misconduct of the Vendor, consultant, or their employees.

In accordance with the contract, Vendor is authorized to perform the tasks detailed in the attached Exhibits, and is fully responsible for satisfactory completion of all services. Vendor may not commence work prior to the issuance of a purchase order by the University of South Florida. The delivery of services will begin upon execution of the contract and will end on or before August 15, 2014. Allowable expenses include officer overtime at the hourly overtime rate including fringe benefits established under Exhibit A Section V.

Invoices must be submitted monthly, beginning within 30 days of execution of this contract. All invoices are required to include the inclusive dates (to/from) of service and the following certification statement "All costs are true and valid costs incurred in accordance with the agreement" and must be signed by an authorized Vendor representative.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with this contract, unless the records are exempt from section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

MICHAEL ABERNETHY, DRECTOR PURCHASING SERVICES University of South Florida

<u>5/23/16</u> Date

Project Director, University of South Florida

Vendor's Authorized Agent Signature RIL L. BRADSWAN, MERLICS PBSO

Date

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