

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 21, 2014 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 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 \$151,200, for the period of September 24, 2014 through May 31, 2015; (B) Approve a budget amendment of \$151,200 increasing the Sheriff's Grants fund.

Summary: On September 23, 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 \$151,200, 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. Countywide (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: _____ DATE: 10/2/14
DEPARTMENT DIRECTOR

APPROVED BY: _____ DATE: 10/14/14
ASSISTANT COUNTY ADMINISTRATOR

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | 0 | | | | |
| Operating Costs | \$151,200 | | | | |
| External Revenues | (\$151,200) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | 0 | | | | |
| Net Fiscal Impact | 0 | | | | |
| # Additional FTE Positions (Cumulative) | 0 | | | | |

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2267 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. 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 | <u>\$151,200</u> |
| Total Program Budget | \$151,200 |

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
 KW OFMB SN
 10/10 10/10 10/14/14

[Signature] 10/16/14
 Contract Administration
 10-16-14 [Signature]

B. Legal Sufficiency:

[Signature] for 10/17/14
 Assistant County Attorney
 Pamela Edelberg

C. Other Department Review:

 Department Director

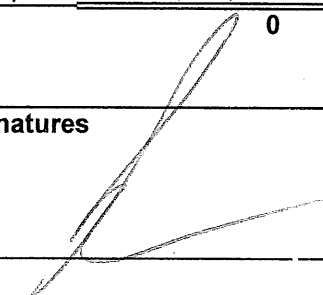
This summary is not to be used as a basis for payment.

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

FUND 1152 - Sheriff's Grants Fund

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 | | | | | | | | |
| USF High Visibility Enforcement Grant 160-2267-3129 | Federal Grant - Other Public Safety | 0 | 0 | 151,200 | 0 | 151,200 | | |
| TOTAL REVENUES | | 1,519,975 | \$1,640,960 | \$151,200 | \$0 | 1,792,160 | | |
| Expenditures | | | | | | | | |
| USF High Visibility Enforcement Grant 160-2267-9498 | Transfer to Sheriff's Fund 1902 | 0 | 0 | 151,200 | 0 | 151,200 | | |
| TOTAL EXPENDITURES | | 1,519,975 | \$1,640,960 | \$151,200 | \$0 | 1,792,160 | | |

| | | | |
|--|--|-------------|--|
| Palm Beach County Sheriff's Office | Signatures | Date | By Board of County Commissioners At Meeting of October 21, 2014 |
| INITIATING DEPARTMENT/DIVISION |  | 10/9/14 | row |
| Administration/Budget Department Approval | _____ | _____ | Deputy Clerk to the Board of County Commissioners |
| OFMB Department - Posted | _____ | _____ | |

Attachment # /

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: \$151,200.00

This contract is being entered into under the terms and conditions of the Florida Department of Transportation ("FDOT") project TWO #945-001, Contract #BDV25. All services must be completed by May 31, 2015 and a final invoice must be received by June 20, 2015. The Vendor shall forfeit payment of costs if final invoice is not received by close of business on June 20, 2015. Invoices must be mailed via the U.S. Post Office or shipped. Faxed and emailed 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 May 31, 2015. Allowable expenses are limited to 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.

Digitally signed by Michael J. Abernethy
DN: cn=Michael J. Abernethy, o=University of South Florida,
ou=Purchasing Services, email=abernethy@usf.edu, c=US
Date: 2014.09.23 00:15:03 -04'00'

Michael J. Abernethy, Director of Purchasing

9/22/14

Date

APPROVED BY THE BOARD OF TRUSTEES
UNIVERSITY OF SOUTH FLORIDA
Michael J. Abernethy, Director of Purchasing

University of South Florida

9/23/14

Date

Project Director, University of South Florida

9/24/14

Date

Vendor's Authorized Agent Signature

Attachment # 2

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN Palm Beach County Sheriff's Office (Vendor)

I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a Task Work Order with the University of South Florida ("University"), will utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties throughout the state. The main objective of this effort is to reduce traffic crashes and fatalities involving pedestrians and bicyclists through the use of selected traffic education and enforcement operations.

II. **PURPOSE:**

In 2012, traffic crashes in Florida resulted in 473 pedestrian fatalities, 7,413 pedestrian injuries, 116 bicyclist fatalities, and 6,058 bicyclist injuries. Based on the National Highway Traffic Safety Administration (NHTSA) Traffic Safety Facts, these rates nearly double the national average for pedestrians and nearly triple the national average for bicyclists.

Pedestrian and Bicycle crashes are more likely to result in fatal or serious injuries than any other types of crashes. The number of hospitalizations and emergency room visits related to these crashes indicate that the magnitude of the problem may even be larger than identified by traffic crash reports. The financial impacts and suffering caused by these fatalities and injuries are significant.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative Communication & High Visibility Enforcement Implementation under the direction of FDOT and the University. This program supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. These enforcement activities are being implemented to remind and educate pedestrians, bicyclists, and motorists of safe behaviors.

IV. **SERVICES TO BE PROVIDED:**

- A. High Visibility Enforcement of all road users, including pedestrians, bicyclists, and motorists. Conduct on-street education and enforcement operations including the distribution of educational materials, and the issuance of warnings and/or citations to pedestrians, bicyclists, and motorists in accordance with Florida Statutes. It is strongly recommended that operations follow an education, warning, citation progression.
- B. Vendor shall distribute the provided safety educational materials, such as printed materials and bicycle lights, during on-street High Visibility Enforcement operations. (All vendors choosing to participate in distribution of bicycle lights will be required to complete a separate Bicycle Light Distribution Assurance form.)
- C. Vendor is required to engage the media to announce enforcement operations and distribute the provided safety messages. Vendor is required to engage the media to announce enforcement operations and distribute the provided safety messages. Vendor shall be required to do at least two (2) press releases, one (1) within 30 days of beginning operations and one (1) aligned with the transition from warnings to citations. Additional media engagement is encouraged throughout the contract period. Proof of media engagement must be provided as a backup documentation component for invoicing during the period in which it is conducted.

V. **FDOT RESPONSIBILITIES:**

FDOT will provide to Vendor copies of the required training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, educational materials for distribution, and approved safety messages..

VI. **VENDOR RESPONSIBILITIES:**

Funding is restricted to on-street overtime operations specific to pedestrian and bicycle safety in the identified high priority areas, conducted at the level of effort shown in this contract.

All officers assigned to operations completed under this contract must first review and complete the following required training materials created by the National Highway Traffic Safety Administration (NHTSA):

- “Pedestrian Safety Training for Law Enforcement.” A self-paced, interactive CD-ROM.
- “Enhancing Bicycle Safety: Law Enforcement’s Role”. A self-paced, interactive CD-ROM.
- “Enforcing Law for Bicyclists.” A 7-minute roll call video.

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement, including a certification of completion of the required training, and fully-loaded hourly overtime rate to be used for each officer. Only hours from officers listed and at the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list may be updated to add officers and update billing rates, but no hours may be charged for any individual officer until after the updated personnel list has been signed and dated showing their contract billing rate and verifying training has been completed. (Note – all rates must match the payroll documentation submitted with each monthly invoice)

Invoices shall be submitted following calendar months. Vendor is required to use the invoice form templates provided in Exhibit “D”. These forms will provide documentation of the following information:

- **Invoice:** summary of hours charged and total due
- **Personnel Timesheet:** dates and hours for each individual officer
- **Operation reporting form:** one page for each operation completed showing officers assigned, date, times, location, safety issue addressed and corresponding enforcement approaches used, contacts overview, and the numbers of warnings and citations issued to motorist, pedestrians, and bicyclists under each Statute.

In addition, the vendor must submit payroll documentation to accompany each monthly invoice. This documentation should clearly indicate overtime rates that match the invoice, when each officer performed overtime activities (must match the personnel timesheet), and must include either a pay stub or payroll ledger documenting payment to each officer for which you are requesting reimbursement.

The funding that is provided to the Vendor is not to be used to supplant the Vendor's ongoing enforcement and educational efforts. Duplicated efforts will not be eligible for reimbursement.

VII. BEGINNING AND LENGTH OF SERVICES:

- A. The performance period of this Agreement shall begin upon execution of the contract and shall end on May 31, 2015.
- B. This Agreement is non-renewable.

VIII. ATTACHMENTS:

Exhibits, required forms and additional data may be attached to this agreement.

IX. TERMINATION ACTION:

This contract may be unilaterally cancelled by USF or FDOT for refusal by the Vendor 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.

EXHIBIT "B"
METHOD OF COMPENSATION
PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN
Palm Beach County Sheriff's Office (Vendor)

I. PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payments shall be made.

II. COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A" the Vendor shall be paid a Maximum Amount of \$151,200.00.

The University, based on need and availability of budget, may increase or decrease the Maximum Amount by Amendment.

III. PROGRESS PAYMENTS:

The Vendor shall submit an invoice and supporting documentation covering each calendar month to the University (required forms included in Exhibit "D"). Invoice packets should be scanned and submitted electronically, with the originals sent to the following address:

University of South Florida
Attn: Jeanette Rouse
4202 East Fowler Avenue, CUT 100
Tampa, Florida 33620

IV. DETAILS OF COSTS AND FEES:

Payment shall be made at the hourly billing rates shown on the approved personnel list, for services provided, as approved by FDOT and the University. The contract hourly billing rates shall include the costs of hourly overtime plus associated fringe benefits. The effort is cost reimbursable, so all properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget. Please refer to Exhibit A, Section V for additional details.

V. TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

EXHIBIT "D"
INVOICE, TIMESHEET, AND DETAIL DOCUMENTATION FORMS

Agency Name

INVOICE

[Street Address]
[City, ST ZIP Code]
Phone [phone] Fax [fax]

INVOICE #[100]
DATE: [CLICK TO SELECT A DATE]

TO:
University of South Florida
4202 East Fowler Ave., CUT 100
Tampa, FL 33602

ATTN: Kristin Larsson
kristin@cutr.usf.edu

COMMENTS OR SPECIAL INSTRUCTIONS:

| P.O. NUMBER | | | | |
|-------------------------------------|--|--|--|--|
| Must match PO # sent to your agency | | | | |

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------------------|---|------------|-------|
| x Hours | Officers performing high visibility enforcement | x/hr | |
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| TOTAL DUE | | | |

Make all checks payable to [Company Name]
If you have any questions concerning this invoice, contact [Name, phone, email]

Inclusive Dates of Service from [Click to select a date] to [Click to select a date]

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

Authorized Agent Signature

PERSONNEL SERVICES TIME SHEET

Implementing Agency: _____
 PO Number: _____ Invoice Number: _____
 For a period of: _____ to: _____
 Certified Correct by: _____
Signature of Administrator of Implementing Agency; by signing you certify that the officers listed below meet the minimum requires for these hours to be counted as overtime.

Instructions

1. Detail Location reflects the roadways and interchanges where the enforcement activities were performed.
2. Project Time reflects the number of hours directly related to duties associated with this project.
3. START/END TIME: reflects the start and end time for which the officer is charging overtime to the project. Please list in military time.
4. Total Daily Hours reflects project time plus all other hours performing duties paid for by agency. This only needs to be reported on days where the officer is reporting overtime on this project.

| Day of Month | Name: Officer Jane Peters | | | | | Name: Officer John Smith | | | | |
|--------------|---------------------------|------------|----------|--------------|-------------------|--------------------------|------------|----------|--------------|-------------------|
| | Detail Location | START TIME | END TIME | Project Time | Total Daily Hours | Detail Location | START TIME | END TIME | Project Time | Total Daily Hours |
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| 29 | | | | | | | | | | |
| 30 | | | | | | | | | | |
| 31 | | | | | | | | | | |
| TOTAL | | | | 0.00 | 0.00 | | | | 0.00 | 0.00 |