

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

Meeting Date: May 3, 2022       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 contract amendment between the Palm Beach County Sheriff's Office and the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), to provide \$20,557.77 in supplemental funding; and **(B) Approve** a budget amendment of \$20,558 in the Sheriff's Grants Fund.


**Summary:** The Board of County Commissioners (BOCC) accepted this grant award for \$81,460.61 on September 14, 2021 (R-2021-1298). This contract amendment will provide \$20,557.77 in supplemental funding, to support the Florida Department of Transportation's Bicycle Pedestrian Focused Initiative. These funds will be used to pay for overtime costs associated with the High Visibility Enforcement (HVE) project. There is **no match requirement** associated with this award. The Catalog of Federal Domestic Assistance (CFDA) number is 20.205, the project number is 433144-1-8404, and the FDOT Contract number is G1X15. Countywide (LDC)

**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 North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM") to implement Florida's Bicycle Pedestrian Focused Initiative. A component of the plan is to fund law enforcement's effort to conduct high visibility enforcement details throughout high risk intersections

**Attachments:**

- 1. Contract Amendment
- 2. Budget Amendment
- 3. R-2021-1298

=====

RECOMMENDED BY:       4/6/2022  
DEPARTMENT DIRECTOR      DATE

APPROVED BY:       4/21/22  
COUNTY ADMINISTRATOR      DATE

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	\$0				
Operating Costs	\$20,558				
External Revenues	(\$20,558)				
Program Income					
(County)	\$0				
In-Kind Match (County)	\$0				
 Net Fiscal Impact	 \$0				
 # Additional FTE					
Positions	0				
(Cumulative)					

Is Item Included in Current Budget: YES \_\_\_\_\_ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2402 Object 3129

Does this item include the use of federal funds: Yes X No \_\_\_\_\_  
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.

UNF High Visibility Enforcement Project-FY21	\$ 81,461
Supplemental Funding	<u>\$ 20,558</u>
Total Program Budget	\$102,019

**III REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

*Line Maint* 4/8/22  
 \_\_\_\_\_  
 OFMB OIA 4/8/22 *LM*  
*4/8/22* *4/8*

*Dr. S. Jacobson* 4/13/22  
 \_\_\_\_\_  
 Contract Administration  
 4-13-22 *rw*

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

March 10, 2022

Ms. Sharon Murchison  
Institute of Police Technology and Management  
University of North Florida  
15000 Alumni Drive  
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative: Communication and High  
Visibility Enforcement  
Project Number: 433144-1-8404  
Contract Number: G1X15

Dear Ms. Murchison:


We have reviewed the attached request to amend the subcontract with the Palm Beach County Sheriff's Office., executed on July 21, 2021, to **increase the total contract amount from \$81,460.61 to \$102,018.38.**

After thorough review, the attached subcontract amendment is hereby **approved**. The subcontract amendment will be effective the date the last party signs it, and only charges incurred for services provided between the date of execution and May 13, 2022 will be eligible for reimbursement.

Please send us a copy of the fully executed subcontract amendment after it has been signed. We will not be able to process invoices for the services rendered until we receive a copy of the executed version.

Please place a copy of this correspondence in your permanent project file. If you have any questions or need assistance, please contact me at [Chris.Craig@dot.state.fl.us](mailto:Chris.Craig@dot.state.fl.us).

Sincerely,

DocuSigned by:  
  
B87DFADA5D7C4E4...  
Chris Craig, CPM, FCCM  
Traffic Safety Administrator

CC/al  
Enclosures  
cc: Project File  
Financial File

AMENDMENT NO. 1 TO LETTER OF AGREEMENT AND CONTRACT

WHEREAS the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM") and the Palm Beach County Sheriff's Office ("Vendor") have previously entered into an Agreement dated July 21, 2021.

WHEREAS, "IPTM" and "Vendor" agree to the following Amendment to the Original Agreement, such Amendment to be effective once the last party has signed the amendment.

All other provisions of the original agreement and any subsequent Amendments, if any, that are not in conflict with or changed by the Amendment above shall remain unchanged and in effect.

- The University and Vendor agree to increase the contract amount by \$20,557.77 for a new total of \$102,018.38.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

DocuSigned by:

Vince Smyth

5A7E36787329478

3/16/2022

Date

SCH Vince Smyth, Associate Vice President  
University of North Florida Training and Services Institute, Inc.  
d/b/a Institute of Police Technology and Management

*Cameron Pucci*

Cameron Pucci, Director

*3/16/2022*

Date

*[Signature]*

Vendor's Authorized Agent Signature

*3/15/2022*

Date

*Ric L. Bradshaw*

Printed Name

*Sheriff*

Title

CONTRACTUAL SERVICES AGREEMENT  
REVIEWED AND APPROVED

DocuSigned by:

Chris Craig

03/10/22

B67DFADA5D7C4E4

TRAFFIC SAFETY ADMINISTRATOR DATE



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

July 13, 2021

Ms. Sharon Murchison, Coordinator  
Institute of Police Technology and Management  
University of North Florida  
12000 Alumni Drive  
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative:  
Communication and High Visibility Enforcement  
Project Number: 433144-1-8404  
Contract Number: G1X15

Dear Ms. Murchison:

We have reviewed the attached draft subcontract agreement with the **Palm Beach County Sheriff's Office** for High Visibility Enforcement in the amount of **\$81,460.61** and it is hereby approved. The subcontract agreement will be effective the date the last party signs it, and only charges incurred for services provided between the date of execution and May 13, 2022 will be allowable for reimbursement.

Please send us a copy of the executed subcontract after it has been signed. We will not be able to process invoices for the services until we receive a copy of the executed subcontract.

If you have any questions, please feel free to contact me at [trenda.mcpherson@dot.state.fl.us](mailto:trenda.mcpherson@dot.state.fl.us) or (850) 414-4025.

Sincerely,

Trenda McPherson, FCCM  
State Bicycle Pedestrian Safety Program Manager

/tm

cc: Project File

**Letter of Agreement and Contract**

**In this contract between the Palm Beach County Sheriff's Office ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 13, 2022.**

Total contract amount will not exceed \$81,460.61

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project #433144-1-8404, Contract #G1X15. All services must be completed by May 13, 2022. The final invoice must be received by June 3, 2022 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or Indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects

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

**EXHIBIT "A"**

**SCOPE OF SERVICES  
PEDESTRIAN AND BICYCLE SAFETY  
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

**I. OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a grant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

**II. PURPOSE:**

In 2019, 3,185 people lost their lives in traffic crashes on Florida's roadways. More than 23% of them were pedestrians (734) and more than 4% were bicyclists (156).

The Purpose of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project Goal is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

**III. IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

**IV. VENDOR SERVICES AND RESPONSIBILITIES:**

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilization.
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

#### **Minimum Level of Service**

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked locations. If the Vendor has Tier 1 and Tier 2 locations listed in Exhibit C of this agreement, HVE efforts will only be worked at Tier 1 locations from the date of this agreement through February 28, 2022. Beginning March 1, 2022, both Tier 1 and Tier 2 locations may be worked for the remainder of the contract period.

A minimum of two (2) media engagements shall be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization as a component of the Alert Today Florida Agency of the Year Award, included in Florida's Law Enforcement Challenge.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.). There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled



*"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2020**. The refresher training class titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"*. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The first required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second required media release must include a reminder that details are ongoing. This second media release must be distributed approximately halfway through the contract period. Additional media engagement is strongly encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

#### **HIGH VISIBILITY ENFORCEMENT (HVE)**

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

**High Visibility Enforcement is defined as:**

- Intense:** Enforcement activities are over and above what normally takes place.
- Frequent:** Enforcement occurs often enough to create general deterrence.
- Visible:** A majority of the public sees or hears about the enforcement.
- Strategic:** Enforcement targets high-risk locations during high-risk times.

#### APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

#### METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.
- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to [ped.bike.safety@iplm.org](mailto:ped.bike.safety@iplm.org).

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

#### FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

#### **PRE-APPROVED HVE LOCATIONS**

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

#### **REQUESTS FOR ADDITIONAL FUNDING**

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 28, 2022.

#### **NON-DISCRIMINATION AND ETHICAL STANDARDS**

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0700-0799/0760/0760.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html)

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

#### **CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.**

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

#### **CONSEQUENCES FOR NON-PERFORMANCE**

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be

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pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

**EXHIBIT "B"**

**EFFORT SUMMARY**

**FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE  
HIGH VISIBILITY ENFORCEMENT CAMPAIGN**

**QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES**

- A minimum of two (2) media engagements shall be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

**PERFORMANCE MEASURES**

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

**BUDGET/COST ANALYSIS**

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- Only Tier One (1) locations are eligible for reimbursement prior to March 1, 2022.
- Tier Two (2) locations are eligible for reimbursement March 1 - May 13, 2022.
- Payment shall be made only after receipt and approval of services provided.

**Total contract amount not to exceed: \$81,460.61**

**EXHIBIT "C"**

**Locations for Palm Beach County Sheriff's Office  
Florida's Pedestrian and Bicycle Focused Initiative  
High Visibility Enforcement Campaign**

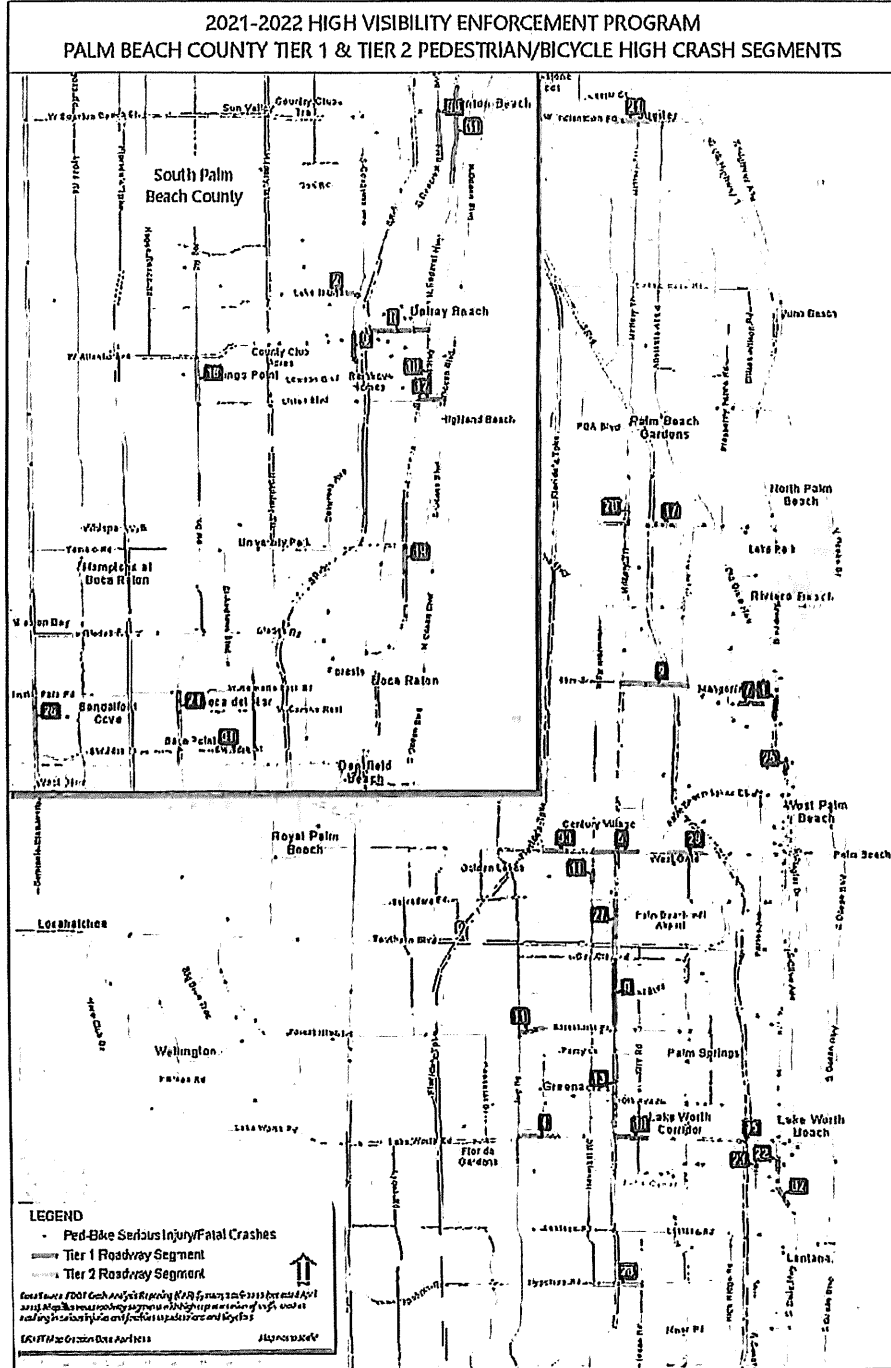
**2021 HIGH VISIBILITY ENFORCEMENT PROGRAM - PALM BEACH COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS**

Rank	Roadway Name	From	To	Enforcement Agency	Type	Time Range		Day of the Week
						From	To	
4	Lake Worth Road	Jog Road	Widgeon Boulevard	Palm Beach County Sheriff's Office	1	600	1900	M, T, W, Th, F, Sat, S
5	Okeechobee Boulevard	Avon Street	Indian Road	Palm Beach County Sheriff's Office	1	500	2400	M, Th, F, Sat
8	Military Trail	Forest Hill Boulevard	Green Club Road	Palm Beach County Sheriff's Office	1	600	200	M, T, Th, W, F, S
11	Forest Hill Boulevard	Jog Road	Sherwood Forest Boulevard	Palm Beach County Sheriff's Office	1	1500	2200	W, F, Sat
13	Military Trail	Dorwin Street/Lakewood Road	Azalea Lane/State Drive	Palm Beach County Sheriff's Office	2	500	500	T, W, Th, F, S
14	Hoover-Du Road II	Stacy Street	Moblara Drive	Palm Beach County Sheriff's Office	2	1600	2000	Sat
15	Lake Worth Road	Avon Street	I-95/Lake Worth Transit Station	Lake Worth Police Department	2	1200	1000	T, W, S
18	Jog Road	Lincoln Boulevard	Allentia Avenue	Palm Beach County Sheriff's Office	2	600	2100	W, Th, F, Sat
22	S Dixie Highway	7th Avenue S	4th Avenue S	Lake Worth Police Department	2	1600	700	M, F, S
23	S A Street	7th Avenue S	6th Avenue S	Lake Worth Police Department	2	1500	600	W, Sat, S
25	Powell Road	Doca Palms Drive	W Palmetto Park Road	Palm Beach County Sheriff's Office	2	1000	2400	T, W, Th, Sat
26	US 441	SW 18th Street	Central Park Boulevard II	Palm Beach County Sheriff's Office	2	1600	2100	T, Sat, S
27	Military Trail	Southern Boulevard	Belvedere Road	Palm Beach County Sheriff's Office	2	400	2100	W, F, S
28	Hypocrite Road	Havenhill Road	Lawrence Road	Palm Beach County Sheriff's Office	2	600	2000	F, Sat, S
29	S Dixie Highway	Washington Avenue	12th Avenue S	Lake Worth Police Department	2	1800	2400	M, W, Th
33	Okeechobee Boulevard	Dixwell Road	Beezy Lane	Palm Beach County Sheriff's Office	2	1900	500	F, Sat, S
34	SW 18th Street	Palm Drive	S Military Trail	Palm Beach County Sheriff's Office	2	1600	400	W, F, S

DATE SOURCE: 2021 Crash Analysis Report (CAR) Run, 10/11/20 (last updated April 2021). Table includes segments with high concentrations of traffic fatalities involving pedestrians and bicyclists.

APPROVED  
*Imphe...*  
 13 July 2021

EXHIBIT "C"



**Letter of Agreement and Contract**

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.  
d/b/a Institute of Police Technology and Management

DocuSigned by:  
*Vince Smyth*  
5A7E36797320478...  
SCH Vince Smyth, Associate Vice President

7/21/2021  
Date

*Cameron Pucci*  
Cameron Pucci, Director

7/14/2021  
Date

**VENDOR ACKNOWLEDGEMENT:** By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: Palm Beach County Sheriff's Office

Address: 3228 Gun Club Rd., West Palm Beach, FL 33406

*lh*  
Vendor's Authorized Agent Signature  
Ric L. Bradshaw

July 14, 2021  
Date

Printed Name

Sheriff  
Title

NON-FRACTURED SERVICES AGREEMENT  
REVIEWED AND APPROVED  
FDOT APPROVAL *[Signature]* 13 July 2021  
BICYCLE PEDESTRIAN PROGRAM MANAGER



**Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G1X15**

**State and Federal Requirements:**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards [www.ecfr.gov](http://www.ecfr.gov)

**Federal resources awarded pursuant to this subgrant may also be subject to the following:**

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) [www.fsrs.gov](http://www.fsrs.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code <http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code <http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, P.L. 112-141 [www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division [www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:**

**Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2016-0066) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

**Restrictions on Lobbying.** The Subrecipient agrees 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.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22-0639

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX 040822\* 1139  
BERV 040822\* 447

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
<b>Revenues</b>								
UNF High Visibility Enforcement Grant FY21								
160-2402-3129	Federal Grant - Other Public Safety	0	81,461	20,558	0	102,019		
<b>TOTAL REVENUES</b>		10,333,029	\$10,117,027	\$20,558	\$0	10,137,585		
<b>Expenditures</b>								
UNF High Visibility Enforcement Grant FY21								
160-2402-9498	Transfer to Sheriff's Fund 1902	0	81,461	20,558	0	102,019		
<b>TOTAL EXPENDITURES</b>		10,333,029	\$10,117,027	\$20,558	\$0	10,137,585		

Palm Beach County Sheriff's Office

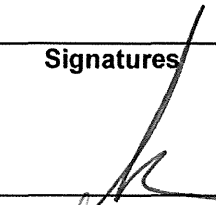

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 4/6/2022  
 4/8/22

By Board of County Commissioners  
At Meeting of May 3, 2022

Deputy Clerk to the  
Board of County Commissioners

Agenda Item No. **3CC-1**  
**GW/RW 7-0**  
**R-2021-1298**

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 14, 2021  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 North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), for the Palm Beach County Sheriff's Office's High Visibility Enforcement Project in the amount of \$81,460.61 for the period of July 21, 2021 through May 13, 2022; **(B) Approve** a budget amendment of \$81,461 in the Sheriff's Grants Fund.

**Summary:** On July 13, 2021, the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), awarded a High Visibility Enforcement (HVE) grant to the Palm Beach County Sheriff's Office (PBSO) in the amount of \$81,460.61, to support the Florida Department of Transportation's Bicycle Pedestrian Focused Initiative. These funds will be used to pay for overtime costs associated with the HVE project. There is **no match requirement** associated with this award. The Catalog of Federal Domestic Assistance (CFDA) number is 20.205, the project number is 433144-1-8404, and the FDOT Contract number is G1X15. Countywide (LDC)

**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 North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM") to implement Florida's Bicycle Pedestrian Focused Initiative. A component of the plan is to fund law enforcement's effort to conduct high visibility enforcement details throughout high risk intersections.

**Attachments:**

1. Letter of Agreement & Contract
2. Budget Amendment

RECOMMENDED BY: \_\_\_\_\_  
DEPARTMENT DIRECTOR

8/17/2021  
DATE

APPROVED BY: \_\_\_\_\_  
COUNTY ADMINISTRATOR

9/1/21  
DATE

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$0				
Operating Costs	\$81,461				
External Revenues	(\$81,461)				
Program Income					
(County)	\$0				
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  2402  Object  3129

Does this item include the use of federal funds: Yes  X  No \_\_\_\_\_  
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.

UNF High Visibility Enforcement Project-FY21	<u>\$81,461</u>
Total Program Budget	<u>\$81,461</u>

**III REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

*Sum Math* 8/23/21  
*8/23* OFMB GA 8-14-21 *BR 8/19*  
*D. J. Jaworski* 8/30/21  
 Contract Administration  
 8-30-21 TW

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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