

Letter of Agreement and Contract

In this contract between the Orlando Police Department (“Vendor”) and the University of South Florida Board of Trustees, a public body corporate 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: \$40,069.12

This contract is being entered into under the terms and conditions of the Florida Department of Transportation (“FDOT”) project TWO #945-002, Contract #BDV25. The funding is federal and the CFDA Number is 20.205. All services must be completed by May 30, 2016 and a final invoice must be received by June 20, 2016. The Vendor shall forfeit payment of costs if final invoice is not received by close of business on June 20, 2016. Invoices should be emailed to Kristin Larsson at kristin@cutr.usf.edu. Invoices may also be sent via the U.S. Post Office or shipped. 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. 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. 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, its agents, and 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. The delivery of services must begin within 30 days of contract execution and must end on or before May 30, 2016. Allowable expenses are limited to officer overtime at the hourly overtime rate including fringe benefits established under Exhibit A Section V. This Agreement is non-renewable.

Invoices must be submitted at least every 30 days, beginning within 60 days of execution of this contract. Failure to do submit invoices as outlined in this contract may result in termination 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. Additional details on invoice requirements are listed in Exhibit A.

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 the records are exempt from section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

University of South Florida Board of Trustees

Date

Project Director, University of South Florida

Date

Vendor’s Authorized Agent Signature

Date

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN Orlando Police Department (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:**

According to DHSMV, in 2013 traffic crashes in Florida resulted in 498 pedestrian fatalities, 7,467 pedestrian injuries, 135 bicyclist fatalities, and 6,520 bicyclist injuries. Based on the National Highway Traffic Safety Administration (NHTSA) Traffic Safety Facts, these rates are 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 indicates 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.

III. **SERVICES TO BE PROVIDED BY THE VENDOR:**

- A. **High Visibility Enforcement of all road users**, including pedestrians, bicyclists, and motorists, in an effort to change behaviors and improve the safety of pedestrians and bicyclists. 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. The Vendor must follow an education-warning-citation progression, with an emphasis on education throughout the contract period. Education **MUST** be done for at least a third of the contract period.
- B. **Enforcement initiatives must begin within 30 days of contract execution.** Exceptions for delayed start may be approved in the event of natural disasters, fires, floods, or other crisis situations that are out of the control of the agency.
- C. **Vendor shall distribute the provided safety educational materials**, such as printed materials and lights, during ALL 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. Limited quantities of bicycle lights are available. The University may substitute other safety items once bicycle lights supplies are depleted.)
- D. **Vendor is required to engage the media twice during the contract period** 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 within 30 days of the press release as a backup documentation component for invoicing during the period in which it is conducted.

- E. **Vendor shall notify the University one week in advance of all on-street operations.** The administration of resources awarded through this contract may be subject to audits and/or monitoring. Representatives from the University, FDOT, USDOT, or other authorized representative from the State of Florida shall have access to enforcement activities and all records or documents pertaining to the contract or services provided within the contract, as provided under Applicable State or Federal Law.

IV. 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.

V. 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. The agency will be reimbursed based on performance of specific tasks listed within the contract. No hours may be charged for efforts other than those specified in the contract. Example: General speed enforcement would not qualify for reimbursement, however, enforcing speed in a pre-established location where pedestrians and cyclists are present and may be at risk would qualify for reimbursement.

All officers assigned to operations completed under this contract must first review and complete the following required training materials created by FDOT and the National Highway Traffic Safety Administration (NHTSA), all of which are available online:

"Pedestrian Safety Roll Call for Law Enforcement" <http://www.alerttodayflorida.com/RollCall/>

"Cycling Safety Roll Call for Law Enforcement" <http://www.alerttodayflorida.com/RollCall/>

"Pedestrian Safety Training for Law Enforcement" <http://www.iadlest.org/Projects/NLEARN.aspx>

"Enhancing Bicycle Safety: Law Enforcement's Role" <http://www.iadlest.org/Projects/NLEARN.aspx>

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 a fully-loaded hourly overtime rate range (no more than +/- \$5.00) to be used for each officer. The contract hourly billing rate range shall include the costs of hourly overtime plus associated fringe benefits. Only hours from officers listed and within the rate range 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.)

Failure to submit invoices as outlined in this contract may result in termination of this contract. If payroll is bi-weekly, invoices shall be submitted after every two pay periods. If payroll is monthly, then invoices shall be submitted monthly. 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
- **Activity Reporting form:** one page for each operation/location 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.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll 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.

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

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>

VI. ATTACHMENTS:

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

EXHIBIT "B"
METHOD OF COMPENSATION
PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN
Orlando Police Department (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 \$40,069.12

The University reserves the right to review and audit Vendor's compliance with the terms of this Letter of Agreement and Contract at any time. In the event University determines that Vendor is not averaging (Actual Average - 25.21) the required number of operations, hours, and officers in each operation over the period time between the date delivery of services commence and the audit date, as agreed to herein, the University may reduce the funding for the remaining term of the Agreement by the percentage difference between the required number of operations and officers and the Actual Average.

III. 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 rate range 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.

IV. TANGIBLE PERSONAL PROPERTY:

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

EXHIBIT "C"
EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN
Orlando Police Department

SERVICE PROVIDED: Enhanced Traffic Enforcement Detail/High Visibility Enforcement

Details to be completed	6 every 4 weeks (52 total)
Hours per detail	4
Officers per detail	4
Total number of hot spots/corridors	9
Actual Average*	25.21

Total Project budget: **\$40,069.12**

NOTE: Total budget calculated from **33** weeks total duration at the level of effort indicated above. Reasonable effort must be made to maintain the weekly level of effort for the full contract period. If the level of effort outlined above is not obtained during a given month due to unexpected circumstances (i.e. weather, staffing issues, illness, etc.), these should be documented in each invoice. All properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget.

Agency: _____ FEID# _____

Address: _____

City: _____ State: **FL** Zip: _____

ACKNOWLEDGEMENT: By signing here, I certify that I have read and agree to abide by the pricing and all terms and conditions of this Agreement and that I am authorized to sign for the **Orlando Police Department**.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

*Actual Average is calculated as follows:

$$\frac{\text{Total \# of details} \times \text{\# officers per detail} \times \text{\# hours per details}}{\text{\# of weeks}}$$

EXHIBIT "D"
INVOICE, TIMESHEET, AND ACTIVITY REPORTING FORMS