

## **Letter of Agreement and Contract**

**In this contract between The City of Key West ("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 contract period will begin upon execution and will end on May 15, 2017. The Vendor shall perform the services as outlined in the scope of services (Exhibits A & B).**

**Total contract amount will not exceed \$28,852.36**

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, Contract #G0E08 (attached). All services must be completed by May 15, 2017. The final invoice must be received by May 31, 2017 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of FDOT or the University. The Vendor shall defend, hold harmless and indemnify the University, FDOT, the National Highway Traffic Safety Administration ("NHTSA"), Federal Highway Administration ("FHWA"), and the U.S. Department of Transportation ("USDOT"), from all claims for damages and liability due to the negligent or wrongful act or omission of any employee of the Vendor while acting within the scope of the employee's office or employment. As agencies or subdivisions of the State of Florida, FDOT, the University, and the Vendor's liability shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. All parties expressly refuse to waive their sovereign immunity beyond what is provide by Florida law. No party shall be responsible for attorney fees of another party except as provided by statute.

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.

**UNIVERSITY CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT UNIVERSITY'S CUSTODIAN OF PUBLIC RECORDS AT USEPURCHASING@USF.EDU OR 813-974-2481 IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR'S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.**

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY



Joel Londrigan  
ATTORNEY AT LAW

FDOT Approval Date: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN The City of Key West (Vendor)

#### I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a grant with the University of South Florida ("University"), will utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The main objective of this effort is to reduce traffic crashes resulting in pedestrian and bicyclist fatalities and serious injuries through the use of selected traffic education and enforcement operations.

#### II. **PURPOSE:**

In 2014, 2,494 people lost their lives in traffic crashes on Florida's roadways. More than 24% of them were pedestrians (606) and more than 5% were bicyclists (135).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility enforcement operations in areas with the highest representation of traffic crashes involving pedestrians and bicyclists resulting in fatalities and serious injuries.

The project **Goal** is to increase awareness of and compliance with traffic laws pertaining to pedestrian and bicyclist safety in an effort to reduce pedestrian and bicycle crashes, fatalities, and serious injuries on our roadways.

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.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the University of South Florida under the direction of the Florida Department of Transportation. This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to educate pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and to increase compliance with those laws.

#### 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 the contract execution date.** Exceptions for delayed start may be approved if a State of Emergency is declared by the Governor that directly impacts the Vendors ability to perform. All exceptions require the approval of the University and FDOT.
- C. **The Vendor shall distribute the provided safety educational materials** during ALL High Visibility Enforcement operations. Vendors that elect to participate in bicycle light distribution will be required to complete a separate Bicycle Light Distribution Assurance form. Lights may be available, but due to limited quantities, this is not guaranteed.

- D. **The Vendor is required to engage the media during the contract period. The Vendor shall distribute a minimum of two (2) press releases during the contract period. The initial required media engagement will announce that enforcement operations will begin and must be conducted a minimum of seven (7) days in advance of the operation start date. The second release must be distributed between the warning and citation phases.** Additional media engagement is encouraged throughout the contract period. Proof of media engagement must be provided within 30 days of the press release or news report as a backup documentation component for invoicing during the period in which it is conducted.

**IV. UNIVERSITY RESPONSIBILITIES:**

- V. The University 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. The University reserves the right to review and audit the 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 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. (Information regarding the "Actual Average" can be found on the last page of this contract.)

**VI. VENDOR RESPONSIBILITIES:**

**ON-STREET OPERATIONS**

Funding is restricted to on-street overtime operations **conducted by sworn enforcement officers** specific to pedestrian and bicycle safety in the identified 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.

**Invoices must document that each officers initial 40-hour minimum level of effort has been met prior to participating in overtime enforcement details.** 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 priority area where data reflects that speed is contributing to traffic crashes involving pedestrians and bicyclists** would qualify for reimbursement. Agencies will not be reimbursed for enforcement operations that take place outside of the identified priority areas.

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. **Hours that are not in excess of an officers normal 40-hour work week are not eligible for reimbursement.**

**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>

## **TRAINING & PERSONNEL RATES**

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.) Time for training may not be charged to this contract.

## **CORE ACTIVITY PERFORMANCE MEASURES**

Each Law Enforcement Agency will perform a minimum of ninety percent of contracted efforts outlined within their High Visibility Enforcement contract 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. Performance will be tracked through monthly activity reports and measured against the established enforcement plan.

## **CONSEQUENCES FOR NON PERFORMANCE**

If the Vendor is not meeting the agreed upon level of effort as outlined in Exhibit C, the full amount of funding for subsequent periods will be reduced.

## DELIVERABLES

### **INVOICES**

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Failure to submit invoices as outlined in this contract may result in termination of the agreement. If payroll is bi-weekly, invoices may be submitted after every two pay periods. Invoices must contain the following:

- **Invoice:** summary of hours charged and total due. Agency must use the invoice template provided by the University.
- **Personnel Timesheets:** total hours for each individual officer must be reported. Total hours include hours worked on this contract, and any other hours the officer works during the month. The timesheets should clearly indicate that the hours charged to this HVE contract are above and beyond the officer's normal 40-hour workweek. Agencies must submit hours using the Personnel Services Timesheet template provided by the University.
- **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, number of materials distributed, and the numbers of warnings and citations issued to motorist, pedestrians, and bicyclists under each Statute. Agencies must utilize the Activity Reporting Form template provided by the University.
- **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), that the hours being claimed are for hours worked in excess of the normal 40 hour workweek, and must include either a pay stub or payroll ledger documenting payment to each officer for which you are requesting reimbursement. Any personal information, such as social security numbers, should be redacted.
- **Personnel Letter:** 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. Time for training may not be charged to this contract.
- **Proof of Media Engagement:** Proof of media engagement must be provided within 30 days of the press release or news report as a backup documentation component for invoicing during the period in which it is conducted. See Section III for additional details.

All invoices must include the dates of service (to/from) and the following certification statement: "All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted." The certification statement must be signed by an authorized agent of the "Vendor". Invoices must be submitted through the provided online platform. In case access to the provided online platform cannot be obtained, invoice documentation can be sent electronically to [Kristin@cutr.usf.edu](mailto:Kristin@cutr.usf.edu).

**EXHIBIT "B"**  
**EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN**  
**The City of Key West (Vendor)**  
**SERVICE PROVIDED:** Enhanced Traffic Enforcement Detail/High Visibility Enforcement

Details to be completed	3 every 2 weeks/ 50 total
Hours per detail	4 hrs
Officers per detail	2 officers
List of intersections/corridors	1. 2700 Block of N. Roosevelt Blvd 2. Triangle (US1, N and S Roosevelt Blvd) 3. Truman Avenue and Eisenhower Drive 4. 400 Block of Duval St 5. Eaton St and White St
Actual Average*	12.5

Total Project budget not to exceed: \$28,852.36

**NOTE:** Total budget calculated from 32 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 City of Key West**.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*Actual Average is calculated as follows:

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