

## Letter of Agreement and Contract

In this contract between the Clearwater Police Department ("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: \$94,230.00**

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: 2014.10.09 09:10:22 -04'00'

APPROVED AS TO FORM AND LEGALITY  
*Michael N. Cretekos*  
Michael N. Cretekos, Mayor  
City of Clearwater, Florida

Michael J. Abernethy, Director, Purchasing Services

10/9/14

Date

University of South Florida

10/9/14

Date

Project Director, University of South Florida

Vendor's Authorized Agent Signature  
George N. Cretekos, Mayor  
City of Clearwater

Date

## EXHIBIT "A"

### SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN Clearwater 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:**

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.

#### III. **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.

#### 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.

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.

**VI. 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.

**VII. ATTACHMENTS:**

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

**VIII. 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**  
**Clearwater 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 \$94,230.00.

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 "C"**  
**EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN**  
**Clearwater Police Department**

**SERVICE PROVIDED:** Enhanced Traffic Enforcement Detail/High Visibility Enforcement

Details to be completed	3 every week
Hours per detail	5
Officers per detail	3
Total number of hot spots/corridors	10
Frequency each hot spot will be enforced	2 times each month
Total number of times each hot spot will be enforced	At least 10

Total Project budget: \$94,230.00

**NOTE:** Total budget calculated from 30 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.

**ACKNOWLEDGEMENT:** 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 **Clearwater Police Department**.

Agency: City of Clearwater Police Department ID# 59-6000289

Address: 645 Pierce Street

City: Clearwater State: FL Zip: 33756

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

Printed Name: George N. Cretekos

Title: Mayor

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





**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 intersections 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
01										
02										
03										
04										
05										
06										
07										
08										
09										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
<b>TOTAL</b>				0.00	0.00				0.00	0.00