

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

Item # 37

SUBJECT: Budget Amendment Request – Department of Transportation for a Traffic Enforcement Enhancement Grant

DEPARTMENT: Sheriff's Office **DIVISION:** _____

AUTHORIZED BY: Sheriff Eslinger **CONTACT:** Penny Fleming **EXT.** 6617

Agenda Date 2/11/03 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners for the Chairman to sign and process the related Budget Amendment Request for the Sheriff's FY 02/03 budget.

BACKGROUND:

Budget Amendment Request, \$77,772 – Fund: 00100 – General fund. The Seminole County Sheriff's Office has been awarded a grant in the amount of \$77,772 from the Florida Department of Transportation, for the Seminole County Traffic Enforcement Enhancement Project. This project will provide equipment for enhanced traffic enforcement operations. No new positions are required and no additional cash match is required.

Reviewed by:
Co Atty: _____
DFS: SKM OK
Other: _____
DCM: SKM
CM: SKM
File No. CSHO00

2003-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Fund General
 Fund#: 00100 FY 2002/03

DFS Recommendation	
<input checked="" type="checkbox"/> Approved	
<input type="checkbox"/> Disapproved	
B. Newton <i>B.N.</i>	1/28/03
Analyst	Date
<i>JA</i>	1-28-03
Director	Date

DETAIL: The Sheriff's Office has been awarded a grant from the Florida Department of Transportation, for the Seminole County Traffic Enforcement Project, in the amount of \$77,772. This project will provide equipment for enhanced traffic enforcement operations.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein to reflect "a receipt of a nature from a source not anticipated in the budget and received for a particular purpose" and an appropriation relating to such receipt.

Revenues:

Account Number	Account Title	Amount
00100-33422100	Sheriff - State Grants	77,772
Total Revenues		77,772

Expenditures:

Account Number	Account Title	Amount
00100-013001-59096330	Operating Expenses	2,500
00100-013001-59096360	Capital Outlay	75,272
Total Expenditures		77,772

BUDGET AMENDMENT RESOLUTION

This Resolution, 2003-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Daryl McLain
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

MEMORANDUM: OFFICE OF THE SHERIFF 1701-03-050

TO: Kevin Grace, County Manager

FROM: Sheriff Donald F. Eslinger *DFE
by POF*

DATE: January 23, 2003

SUBJECT: Florida Department of Transportation
Seminole Traffic Enforcement Enhancement Project

The Seminole County Sheriff's Office has received award notification for the Department of Transportation SPEED grant program, in the amount of \$77,772.00, for the Seminole County Traffic Enforcement Enhancement Project. The Seminole County Sheriff's Office is requesting the Board of County Commissioners approval for the Chairman to sign and process the Budget Amendment Request for the Sheriff's budget.

This grant will provide equipment that will be used in traffic enforcement operations throughout the county. The grant will pay for 100% of all expenses and there are no new positions in this program. The award letter from the Department of Transportation and the requested Budget Amendment Request is attached.

It is respectfully requested that the Seminole Traffic Enforcement Enhancement Project be placed on the agenda for the Board of County Commissioners meeting on Tuesday, February 11, 2003.

If you have any questions regarding this agenda item, please contact Chief Penny Fleming at 665-6617 or Jolene Schulte at 665-6742.

C: Cindy Hall
Director of Fiscal Services



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

November 26, 2002

Sheriff Donald D. Eslinger
Seminole County Sheriff's Office
100 Bush Blvd.
Sanford, Florida 32773

RE: Seminole Traffic Enforcement Enhancement
Project No.: FS-03-27-18
D.O.T. Contract No.: AN081

Dear Sheriff Eslinger:

Your application to the Florida Department of Transportation for highway safety funds has been approved. We are pleased to make this award in the amount of \$77,772 to your agency for the purpose of purchasing two fully equipped vehicles to be used to combat aggressive driving in Seminole County. A copy of the approved project agreement with the referenced project number and title is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Please direct your attention to Part V of the subgrant entitled "Acceptance and Agreement". These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and cost reimbursements. The effective date of the agreement is November 25, 2002 and only those costs incurred on or after that date and before October 1, 2003 are eligible for reimbursement. As a reminder, Part V requires that all reimbursement claims must be submitted monthly, as costs are incurred. Claims not submitted as required may be grounds for termination of your subgrant.

If your subgrant contains personnel, you must provide this office with the name of the individual whose salary is covered under the grant. If notification is not provided to this office, salary will not be reimbursed. In addition, if personnel changes occur during the grant period, this office must be notified immediately.

We look forward to working with you on this project. If you have any questions or need assistance, please contact Lisa Helms at (850) 488-5455, who will be coordinating this activity.

Sincerely,

George E. Rice, Jr.
State Safety Engineer

GER: njl
Enclosures

cc: Chief Deputy Steve Harriett
Captain Terry Huffman
Chief Penny Fleming
Josephine Jones
Connie Hand
Troy Ayers

Prework Conference Checklist

State of Florida
Department of Transportation
State Safety Office

Project Number: FS-03-27-18 Date: 8-23-02
Project Title: Seminole County Traffic Unit Enforcement
Subgrantee Agency: Seminole County
Implementing Agency: Seminole County Sheriff's Office

1. The effective date of this Subgrant Agreement is _____
This Subgrant Agreement ends on September 30, 2003

2. Lisa Helms has been assigned to monitor this highway safety project.
He/she can be reached at (850) 488-5455. Correspondence should be sent to one of the
addresses below:

Mail (U.S. Postal Service)
Florida Department of Transportation
605 Suwannee Street
Mail Station 17
Tallahassee, FL 32399-0450

Overnight (U.P.S., Federal Express, etc.)
State Safety Office
Magnolia Centre II Building
Room 300
Tallahassee, Florida 32301

The Project Number listed above must appear on all correspondence related to this Subgrant Agreement

3. Copies of the approved Subgrant Agreement for Highway Safety Funds for the above referenced
project were mailed to the Project Director and the Authorized Representatives of the Subgrantee and
Implementing Agencies. The following parts of the Subgrant Agreement were reviewed during the
Prework Conference as indicated by the Project Director's initials.

- | | |
|--|--|
| <u>[initials]</u> Part I: General Administrative Information | <u>[initials]</u> Part IV: Reports |
| <u>[initials]</u> Part II: Project Plan and Supporting Data | <u>[initials]</u> Part V: Acceptance and Agreement |
| <u>[initials]</u> Part III: Project Detail Budget | |

4. Federal and state documents related to subgrant activities were discussed with the Project Director or
the Representative of the Chief Financial Officer during this meeting. Copies of the following documents
relevant to the subgrant were received by the person who has initialed below:

- [initials] Uniform Administrative Requirements...Local Governments -- 49 CFR, Part 18
- [initials] Uniform Administrative Requirements...Non-profit Organizations -- 49 CFR, Part 19
- [initials] Cost Principles for Educational Institutions -- Circular A-21
- [initials] Cost Principles for State and Local Governments -- Circular A-87
- [initials] Cost Principles for Non-Profit Organizations -- Circular A-122
- [initials] Audits of State, Local Governments and Non-Profit Organizations -- Circular A-133
- [initials] Highway Traffic Safety Program -- Chapter 14-98, F.A.C.
- [initials] Disbursement Operations Manual: Chapter 3: Travel -- Topic 350-030-400
- [initials] Per Diem and Travel Expenses... -- Chapter 112.061 F.S.

TRANSMISSION VERIFICATION REPORT

TIME : 10/23/2002 11:15

DATE, TIME	10/23 11:15
FAX NO./NAME	818504874224
DURATION	00:00:33
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM



Sheriff Donald F. Eslinger
 Member, Florida Sheriffs Association
 Member, National Sheriffs' Association

An Internationally Accredited Agency



DATE: 10/23/02

Number of pages including cover sheet 2

To: Paula Fountain From: Carol Morgan

Phone: 850-487-4224

Phone: 407 665-6761

Urgent For your review Reply ASAP Please comment

Hard copy to Lisa Helms via FedEx 10/25/02

NOTE: The information contained in this facsimile message is confidential intended only for the use of the individual or entity named above. If the reader of this is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited.

October 23, 2002

Lisa Helms
Speed & Aggressive Driving Coordinator
Florida Dept. of Transportation
605 Suwannee Street, MS-17
Tallahassee, Fl 32399-0450

Re: Seminole County Sheriff's Office's Seminole Traffic Enforcement grant application

Ms: Helms,

Enclosed please find our revised budget narrative for our grant application. We have changed the Budget Narrative to match the Project Detail Budget Page in regard to purchasing Stalker Radar Units, not the in car video equipment.

If you have any questions or issues, please call me. We apologize for any inconvenience this may have caused and appreciate your understanding.

Sincerely,

Rob Forlini
Seminole County Sheriff's Office
407-665-6536

BUDGET NARRATIVE

500-065-01
SAFETY
05/02

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: _____ Contract Number: _____

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

	Federal	Local
A. Personnel Services	-	
B. Contractual Services	-	
C. Expenses		
Software	1,200.00	0
Software included will be for licensing setup on both laptops to conform with agency usage and program specific software that may be required to enhance operations		
Office Supplies	300.00	0
Office supplies will include operational supplies and printing as necessary for public awareness training on aggressive driving		
D. Operating Capital Outlay	49,000.00	0
Fully equipped Patrol Vehicles to include lights, sirens, striping, window tinting and standard issue dealer equipment		
(2) In-Car and Mobile Radios for use in traffic enforcement	8,272.00	0
(2) Laptop Computers with CDPD specifications compatible to agency minimum standards for data transmission and retrieval. Minimum specifications - ruggedized Panasonic Toughbook - CF28, Sierra Wireless Aircard 300, Desktop port Replicator, harddrive, DC Auto Adapter Auto Stand, and misc. connectors	10,000.00	0
(2) Other Equipment	9,000.00	0
Stalker Handheld Radar and/or Stalker Laser Radar Unit to include mounting brackets and batteries		
Total	77,772.00	0

Budget Modification Number: _____
Effective Date: _____

Part II: PROJECT PLAN AND SUPPORTING DATA

500-065-01
SAFETY
05/02

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

Highway Safety Concept Paper

Agency: Seminole County Sheriff's Office
Project Title: Seminole Traffic Enforcement Enhancement

Statement of The Problem:

Seminole County encompasses 344 square miles with a total population of 365,196 with 179,891 residents in the unincorporated areas. Major arterial roadways run through Seminole and it is estimated that there are approximately 7,408,715 "vehicle miles" traveled through Seminole each day. Increased traffic loads create a hostile driving environment that fosters aggressive driving behaviors.

A review of our historical call data reveals that our total traffic related calls has increased 23% since 1999 and the number of Reckless Driver calls has increased 37% in the same time. Seminole County has also experienced an increase in traffic fatalities. In 2000, 3 out of 4 fatal crashes that involved 2 or more deaths included multiple minor fatalities.

It is likely that these are indicators of a growing deadly trend that needs to be stopped. Between 2000 and 2001, the number of traffic citations issued has increased 12%. High visibility and uniform traffic enforcement is a key component in reducing this serious trend. In addition, community education and awareness is also important will be a key factor in reducing crashes and aggressive driving behaviors.

Description	1998	1999	2000	2001
Crash Responses		17,582	19,018	
Crash History (long form only)	3,655	3,284	3,314	
Traffic Related Calls		37,585	42,339	46,301
Reckless Driver Call Responses		3,352	3,714	4,143
Number of Traffic Citations written	71,609	82,898	75,238	84,423
Fatalities		40	38	40

While we have had a steady increase in traffic citations written, we do not have the resources to effectively target the areas where most crashes are occurring in relation to aggressive driving behaviors. The information below indicates that only 2% of our crashes reviewed were attributed to speed, however, speed violations accounted for 33% of the citations written. This supports the theory that enforcement is an effective deterrent. The data clearly supports the need to enhance our traffic enforcement operations to reduce the number of crashes in Seminole.

Review of 2000 Crash Data (long and short forms) compares Cause and Enforcement

Description 2000 Data	Careless Driving	Violation of Right of Way	Improper Lane Change	Follow Too Close	Speed
% of Total Crashes (long/short)	65%	21%	8%	4%	2%
% of total traffic citations	4%	.3%	.2%	.5%	33%

Although we have utilized our Community Policing infrastructure to effectively reduce crime in our community, our crash responses, investigations, and reckless driving complaints continue to climb. It is clear that we need to utilize high visibility enforcement operations combined with technology to improve the safety of our roads.

Solution:

In an effort to decrease traffic related incidents, in 2001 the Sheriff's Office established a Comprehensive Traffic Safety plan that re-instituted a traffic unit and deployed 2 traffic units in each district (for a total of 12). Between 2000 and 2001, the number of traffic citations issued has increased 12% and the number of calls for reckless driving has slowed but still increased 10% in 2001. While this is the most aggressive step we have taken in traffic enforcement, it is clear we must still do more. High enforcement visibility is a number one deterrent for speeding and aggressive driving behaviors and community education is vitally important.

This program will add equipment for two deputies to use to enhance our traffic unit. With these additional traffic resources in place we will partner with traffic engineering to perform aggressive driving sweeps at known crash sites throughout the county. The deputies will use education to help reduce the instances of reckless and aggressive driving in our community. We have just purchased 6 new smart speed trailers that will be deployed throughout the county for increased driver awareness and are developing sign campaigns to increase driver and passenger knowledge.

These resources will enhance our current operations and provide consistent coverage for the traffic units to work proactive traffic enforcement operations within each of the 6 districts. In addition, they will support each district and participate with municipal traffic operations to effect a highly visible and proactive enforcement unit targeting high traffic areas with a history of reckless driving activity.

We will utilize digital data to record and document traffic accidents or repeat traffic problems. This evidence will be helpful both in court cases or with the county traffic engineering division to help implement effective changes in traffic flow patterns, light timing, etc that could reduce traffic problems that lead to aggressive driving.

The Seminole County Sheriff's Office will utilize existing personnel to educate our community through business partnership meetings, schools, and neighborhood meetings.

With increased visible enforcement operations combined with community education we believe we can make our roads safer and make a significant difference in the quality of life in our community.

Evaluation:

Goal: To reduce the number of Traffic Crashes in Seminole by 2% from 2000 figure and shown above.

Objectives

- Increase visible enforcement operations and personnel
- Participate in Aggressive Driving Sweeps targeting known traffic problem areas
- Use crash data to map traffic patrol areas
- Proactive traffic enforcement

Goal: Reduce the number of traffic fatalities through public awareness on aggressive driving and driving safety – how to identify and avoid these behaviors to stay safe

- Use of signs and trailers to help increase awareness
- Educate community – homeowners meetings, PTA, high schools on aggressive driving behaviors and how to avoid it

Encourage traffic reduction: carpooling, public transportation

Milestones	Timetable for Milestones											
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Order Equipment	X	X										
Receive Equipment			X	X								
Provide Community Education on Aggressive Driving			X	X	X	X	X	X	X	X	X	X
Participate in Aggressive Driving Enforcement Operations (red light / speed)			X	X	X	X	X	X	X	X	X	X
Issue Citations for Safety Belt Violations	X	X	X	X	X	X	X	X	X	X	X	X
Issue Citations for Child Restraint Violation	X	X	X	X	X	X	X	X	X	X	X	X
Conduct Speed Related Traffic Stops	X	X	X	X	X	X	X	X	X	X	X	X
Conduct Hazardous Moving Vehicle Stops	X	X	X	X	X	X	X	X	X	X	X	X

BUDGET NARRATIVE

SC0-065-01
SAFETY
05.02

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: FS-03-27-18 Contract Number: AN081

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

	Federal	Local
A. Personnel Services	-	
B. Contractual Services	-	
C. Expenses		
Software	1,200.00	0
Software included will be for licensing setup on both laptops to conform with agency usage and program specific software that may be required to enhance operations		
Office Supplies	300.00	0
Office supplies will include operational supplies and printing as necessary for public awareness training on aggressive driving		
D. Operating Capital Outlay		
Fully equipped Patrol Vehicles to include lights, sirens, striping, window tinting and standard issue dealer equipment	49,000.00	0
(2) In-Car and Mobile Radios for use in traffic enforcement	8,272.00	0
(2) Laptop Computers with CDPD specifications compatible to agency minimum standards for data transmission and retrieval. Minimum specifications - ruggedized Panasonic Toughbook - CF28, Sierra Wireless Aircard 300, Desktop port Replicator, harddrive, DC Auto Adapter Auto Stand, and misc. connectors	10,000.00	0
(2) Stalker Laser Units @ \$4500.00 each For quick target acquisition with time/distance display modes to include mounting brackets and batteries	9,000.00	0
Total	77,772.00	0

6 Budget Modification Number: _____
Effective Date: _____

Part IV: REPORTS

500-065-01
SAFETY
05/02

Quarterly Progress Report Narrative for the _____ quarter.

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: FS-03-27-18

Implementing Agency: Seminole County Sheriff's Office

Project Director: Captain Terry Huffman

Describe the subgrant activities that took place during the quarter. Attach newspaper clippings, press releases, photos and other items that document activities. Use additional sheets, if necessary. The *Quarterly Progress Report of Performance Indicators* should be sent to the DOT Safety Office along with the narrative within 30 days of the end of each quarter.

QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

500-065-01
SAFETY
05/02

for the _____ quarter.

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: FS-03-27-18

Implementing Agency: Seminole County Sheriff's Office

Project Director: Captain Terry Huffman

Performance Indicators	Milestones Accomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Month Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
# of Aggressive Driving Enforcement Operations						
# of Community Awareness/Education on Aggressive Driving						
# of Safety Belt Violations issued by the agency						
# of Speed Related Traffic Citations issued by the agency						
# of Hazardous Moving Vehicle Citations issued by the agency						

Final Narrative Report

500-085-01
SAFETY
05/02

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: FS-03-27-18

Implementing Agency: Seminole County Sheriff's Office

Project Director: Captain Terry Huffman

The following is a chronological narrative history of the above listed project in accordance with *Part V: Acceptance and Agreement, Conditions of Agreement, 1. Reports*. This report is an accurate accounting of the project performance and accomplishments. Attach additional sheets as needed.

Part V: Acceptance And Agreement

Conditions of Agreement. Upon approval of this Subgrant Application for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

1. **Reports.** The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by January 31, April 30, July 31, and October 31 if there was subgrant activity during the quarter prior to the deadline. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.
2. **Responsibility of Subgrantee.** The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; OMB Circular A-87, **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, hereby incorporated by reference, (hereinafter referred to as **Applicable Federal Law**).
3. **Compliance with Chapter 287, Florida Statutes.** The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(b), Florida Statutes.
 - (a) **Section 287.133 (2)(a), F.S.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - (b) **Section 287.134 (2)(a), F.S.**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
4. **Approval of Consultant and Contractor Agreements.** The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.
5. **Allowable Costs.** The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the **Applicable Federal Law** and state law, to be eligible for reimbursement. All funds not spent in accordance with the **Applicable Federal Law** will be subject to repayment by the subgrantee.

6. **Travel.** Travel costs for approved travel shall be reimbursed in accordance the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, hereby incorporated by reference, but not in excess of provisions in Section 112.061, Florida Statutes. All travel for out-of-state or out-of-grant-specified work area shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding \$100 per day that are to be reimbursed. Rates exceeding \$100 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds \$100.

7. **Written Approval of Changes.** The subgrantee or implementing agency shall obtain prior written approval from the State Safety Office for changes to the agreement. Changes to the agreement will be allowed which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the subgrantee require the change. For example:

(a) Changes in project activities, milestones, or performance indicators set forth in the approved application.

(b) Changes in budget items and amounts set forth in the approved application.

8. **Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, hereby incorporated by reference, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41U.S.C. 253(g) (currently \$25,000).

9. **Commencement of Projects.** If a project has not commenced within 30 days after the acceptance of the subgrant award, the subgrantee or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subgrantee or its implementing agency to the State Safety Office. The subgrantee agrees that if the letter is not received in the 60 days, the State Safety Office will cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the State Safety Office.

10. **Excusable Delays.**

(a) Except with respect to the defaults of subgrantee's or implementing agency's consultants and contractors which shall be attributed to the subgrantee, the subgrantee and its implementing agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the subgrantee or its implementing agency. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrantee. If the failure to perform is caused by the failure of the subgrantee's or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee, its implementing agency and its consultant or contractor, and without the fault or negligence of any of them, the subgrantee shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the State Safety Office shall have ordered the subgrantee or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subgrantee or its implementing agency shall have failed to comply reasonably with such order.

(b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

11. Obligation of Subgrant Funds. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant application are eligible for reimbursement. A cost is incurred when the subgrantee's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the subgrantee or its implementing agency, notwithstanding the date of order.

12. Performance. In the event of default, noncompliance, or violation of any provision of this agreement by the subgrantee, the implementing agency, the subgrantee's consultant(s) or contractor(s) and supplier(s), the subgrantee agrees that the Department will impose sanctions. Such sanctions include withholding of payments, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the subgrantee and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

13. Access to Records and Monitoring. The Department, NHTSA, Federal Highway Administration (FHWA), and the Comptroller and Auditor General of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the subgrantee and its implementing agency, and to relevant books and records of the subgrantee, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, hereby incorporated by reference, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and status checks of subgrant activity via telephone calls from Safety Office staff to subgrantees. By entering into this agreement, the subgrantee and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the subgrantee or its implementing agency is performed, the subgrantee agrees to bring the project into compliance with the subgrant agreement. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

The Department shall unilaterally cancel this subgrant if the subgrantee or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the subgrantee or its implementing agency in conjunction with the subgrant.

14. Audit. This part is applicable if the subgrantee is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the subgrantee expends \$300,000 or more in Federal awards in its fiscal year, the subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Page 1 of this agreement indicates the source of Federal funds awarded through the Florida Department of Transportation by this agreement. In determining the Federal awards expended in its fiscal year, the subgrantee shall consider all sources of Federal awards, including Federal funds received from the Department of Transportation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subgrantee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed above, the subgrantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the subgrantee expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subgrantee expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the subgrantee directly to each of the following:

(a) Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

(b) Federal Audit Clearinghouse
Bureau of the Census
1201 East 10 Street
Jeffersonville, IN 47132

(c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

15. Retention of Records. The subgrantee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the Department or its designee access to such records upon request.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 07). Appropriate documentation supportive of the reported costs must accompany each claim.

The subgrantee or its implementing agency shall submit financial reimbursement forms to the Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. Reimbursement for subgrants with personnel costs should be made after every two pay periods. Failure to submit reimbursement requests in a timely manner shall result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a **Non-Expendable Property Accountability Record** (FDOT Form No. 500-065-09). Payment of the Operating Capital Outlay costs shall not be made before receipt of this form.

A final financial request for reimbursement shall be submitted to the State Safety Office within 30 days after the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner shall result in denial of payment. The subgrantee agrees to forfeit reimbursement of any amount incurred if the final request is not received within 30 days of the end of the subgrant period.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 49 CFR, Section 18.34, 49 CFR, Section 19.36, or OMB Circular A-110, hereby incorporated by reference.

In addition to the provisions for 49 CFR, Part 18 and 49 CFR, Part 19, the State Safety Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a subgrant or contract under a subgrant; and
- (b) Any rights of copyright to which a subgrantee or a contractor purchases ownership with subgrant support.

18. Property Accountability. The subgrantee or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110, incorporated herein by reference. This obligation continues as long as the property is retained by the subgrantee or its implementing agency, notwithstanding the expiration of this agreement.

19. Disputes. Any dispute, disagreement, or question of fact arising under the agreement shall be decided by the State Safety Office in writing and shall be distributed to parties concerned. A written appeal may be made within 30 calendar days to the Governor's Highway Safety Representative at the Florida Department of Transportation, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399-0450, whose decision is final. The subgrantee and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision.

20. Conferences, Inspection of Work. Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

21. Publication and Printing of Observational Surveys and Other Reports.

(a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the State Safety Office for review and concurrence.

(b) Each publication or other printed report covered by Paragraph 21.a. above shall include the following statement on the cover page:

(1) This report was prepared for the State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

(2) The conclusions and opinions expressed in these reports are those of the subgrantee and do not necessarily represent those of the State of Florida, Department of Transportation, State Safety Office, the U.S. Department of Transportation, or any other agency of the State or Federal Government.

22. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The subgrantee and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, incorporated herein by reference.

23. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the subgrantee and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of subgrantee, implementing agency, and its contractor, consultant, agents and employees. The subgrantee and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the subgrantee's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

24. Disadvantaged Business Enterprises (DBE).

(a) The subgrantee and its implementing agency agree to the following assurance:

The subgrantee and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, incorporated herein by reference. The subgrantee shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the subgrantee of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The subgrantee and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the subgrantee, its implementing agency, or the Department deems appropriate.

25. Restrictions on Lobbying. The subgrantee and its implementing agency agree 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.

No funds granted hereunder shall be used for the purpose of lobbying the legislature, the judicial branch, or state agencies. Section 216.347, Florida Statutes.

26. How Agreement is Affected by Provisions Being Held Invalid. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

27. Federal Requirement for Public Service Announcements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

28. Public Awareness Materials and Promotional Items. The name of the subgrantee or implementing agency and its logo can appear on printed materials and promotional items. The names of individuals connected with the subgrantee shall not appear on printed materials and promotional items paid for with Federal highway safety funds. Before printing public awareness materials or ordering promotional items, a final draft or drawing of the items shall be submitted to the State Safety Office for review. The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies of all public awareness materials purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

29. Term of Agreement. Each subgrant shall begin on the date of the last party to sign the agreement and shall end on September 30, following, unless otherwise stipulated by the State Safety Office on the first page of the respective agreement. The subgrant period shall not exceed 12 months.

30. Clean Air Act and Federal Water Pollution Control Act. For subgrant awards in excess of \$100,000 the subgrantee and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The subgrantee shall include this provision in all subcontract awards in excess of \$100,000.

31. Personnel Hired Under Agreement. The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded.

Any and all employees of the subgrantee or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subgrantee or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subgrantee or its implementing agency.

32. Repossession of Equipment. Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee and its implementing agency; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. Any equipment purchased with Federal highway safety funds that is not being used by the subgrantee or its implementing agency for the purposes described in the subgrant shall be repossessed by the State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this subgrant.

33. Replacement or Repair of Equipment. The subgrantee and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of use. Federal regulations prohibit funding equipment replacement.

34. Ineligibility for Future Funding. The subgrantee and its implementing agency agree that the Department shall find the subgrantee or its implementing agency ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits,
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required quarterly and final reports in the required time frame,
- (d) Failure to perform work described in Part II of the subgrant agreement,
- (e) Providing fraudulent quarterly reports or reimbursement requests,
- (f) Misuse of equipment purchased with Federal highway safety funds.

35. Safety Belt Policy. Each subgrantee and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be attached to the subgrant application.

36. Safety Belt Enforcement. All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant application.

37. Certification for Equipment Costing More than \$500 per Item. The head of any implementing agency purchasing equipment costing more than \$500 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment, whether the equipment was purchased with federal, state, or local funds.

38. Checkpoint Reporting. Any law enforcement agency that conducts DUI checkpoints shall attach a copy of the After Action Report for each checkpoint operation conducted during a quarter to its Quarterly Progress Report of Performance Indicators.

39. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member certified by the American Automobile Association (AAA) as a Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

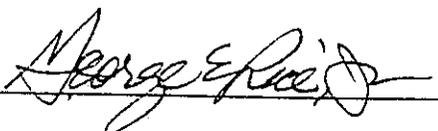
40. Special Conditions.

1. Fax Florida Department of Transportation at least once a week, in advance, a short description of any new traffic safety event or program funded with FDOT grant funds.
2. Submit newspaper clippings to the Florida Department of Transportation State Safety Office, by e-mail or that reference any traffic safety programs funded through FDOT funds, to include the name and date the article was published.
3. Use the following language in all press materials regarding events or programs funded with FDOT grant funds. "Funding for this program was provided by grant from the Florida Department of Transportation"

WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

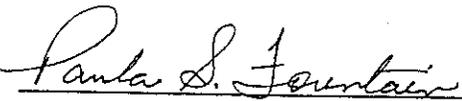
(For DOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 

Title: State Safety Engineer

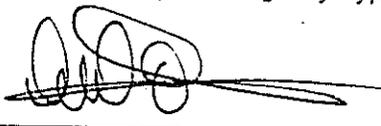
Date: 11/25/02

Attest: 

SUBGRANTEE

Seminole County Sheriff's Office

Name of Applicant Agency Typed

By: 

Signature of Authorized Representative

Donald D. Eslinger

Authorized Representative's Name Typed

Title: Sheriff

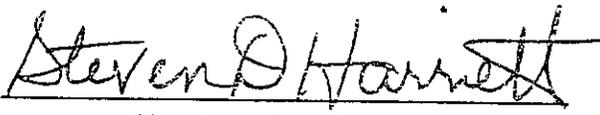
Date: September 24, 2002

Attest: 
Signature of Witness

FEDERAL FUNDS ALLOCATED

\$77,772.00

ADMINISTRATOR OF IMPLEMENTING AGENCY

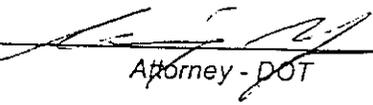
By: 
Signature of Administrator

Steve Harriett

Administrator's Name Typed

Title: Chief Deputy

Reviewed for the Department of Transportation:

By: 
Attorney - DOT

Date: 11-22-02

NOTE: No whiteout or erasures accepted on this signature page.

SEMINOLE COUNTY SHERIFF'S OFFICE		NUMBER:
GENERAL ORDER		G - 8
RESCINDS:		
SUBJECT:	Vehicle Management	
EFFECTIVE:	November 14, 1994	
REVISED:	April 10, 2000	
ACCREDITATION STANDARDS:		
41.1.4, 41.3.4		

I. PURPOSE:

The directive provides procedures for using Sheriff's Office vehicles and their care and maintenance; the transportation of passengers; traffic crashes and the Crash Review Committee; and the use of privately owned vehicles to conduct Sheriff's Office business.

II. SCOPE:

The assignment of an agency vehicle is a privilege and not a right of employment. Employees do not operate vehicles without possessing a valid Florida drivers license, with the class of license appropriate to the employee's job assignment. If an employee's driver's license is suspended or revoked, they are to notify their supervisor and not operate any Sheriff's Office vehicle.

III. ASSIGNED VEHICLE PROGRAM:

A. The objectives of the Assigned Vehicle Program include:

1. To promote cost effective use of vehicles by extending their life and reducing maintenance and replacement costs;
2. To decrease response time to emergencies and complaints;
3. To increase law enforcement visibility to deter criminal activity; and,
4. To promote better community relations by increasing the number of personal contacts and services.

B. *Take Home Vehicles:*

1. Employees meet the following requirements before being allowed to use a vehicle as a "take home" vehicle:

C. *Manner of Dress:*

1. Off duty employees are required to wear proper attire when operating Sheriff's Office vehicles.
 2. Nonuniformed employees operating marked vehicles will be neatly attired. Shorts, athletic pants, worn out jeans, sleeveless shirts, and tee shirts or ball caps bearing advertisements, written statements, or humorous designs/cartoons are prohibited.
- D. Equipment installed in Sheriff's Office vehicles (radios, prisoner protection barriers, etc.) will not be removed by employees unless authorization is received from the Fleet Manager.

IV. *OPERATION:*

- A. Employees operate Sheriff's Office vehicles in a reasonable and safe manner, and exercise due caution and judgement. Vehicles are operated in compliance with Sheriff's Office directives and state law.
- B. When fueling vehicles at the Five Points fueling center, employees:
1. Enter their vehicle's current mileage into the fuel computer's keypad;
 2. Do not allow other persons to use their authorized pump or gas key to conduct a second transaction.

V. *SAFETY PRECAUTIONS:*

- A. *Seat belts are worn while operating or riding as a passenger in Sheriff's Office vehicles. Exception: prisoners transported in the rear of vehicles equipped with safety barriers, or prisoner transport vans, need not use seat belts unless ordered to do so by the driver or as directed by a specific policy.*
- B. When a Sheriff's Office vehicle is left parked and unattended, the driver closes the windows, removes the keys, and locks the doors. Exception: vehicles transporting law enforcement canines are exempt from this requirement.
- C. Firearms are removed from the occupant compartments of Sheriff's Office vehicles when the employee is off duty and not operating the vehicle.
- D. While operating a Sheriff's Office vehicle while on duty or off duty, Deputies monitor the Sheriff's Office radio and have in their possession their identification credentials and badge, body armor, handcuffs, and approved firearm. Deputies offer assistance when and where needed, and are required to respond to emergency calls if they are in close proximity to an incident.

VI. *MAINTENANCE AND REPAIR:*

- A. *General:*
1. Employees are responsible for the proper use and care of assigned vehicles.

SEMINOLE COUNTY SHERIFF'S OFFICE POLICY AND PROCEDURE ENFORCEMENT Interim Order	NUMBER: E - 17
	RESCINDS:
SUBJECT: Traffic Enforcement	
EFFECTIVE: April 14, 1995	
REVISED: September 25, 2001	
ACCREDITATION STANDARDS: 61.1.1, 61.1.2, 61.1.3, 61.1.4, 61.1.5, 61.1.6, 61.1.8, 61.1.9, 61.1.12, 61.3.1, 61.3.3, 61.3.7, 61.4.1, 61.4.2, 82.3.3, 82.3.4	

I. PURPOSE:

This directive provides procedures for the enforcement of traffic laws.

II. SCOPE:

It is the responsibility of Deputies to enforce traffic laws through preventative patrol and active enforcement.

III. GENERAL:

- A. It is Sheriff's Office policy to enforce traffic laws in a uniform and consistent manner without regard to race, religion, sex, age, or economic status.
- B. There shall be no "quota system", imposed or implied. Nor shall there be any procedure requiring Deputies to cite a specific number of motorists during a specified time period.

IV. CONDUCT:

Deputies shall conduct themselves in a courteous manner and will not intentionally humiliate, embarrass or harass citizens. The purpose of traffic stops is to prevent traffic crashes, bring violations to the attention of drivers, and to have a positive influence on their future driving habits. Deputies will:

- A. Be reasonably certain the vehicle they stop has committed the violation;
- B. Present a professional image by proper dress, grooming, and language;
- C. Maintain a professional attitude throughout the stop;
- D. Greet the driver in a courteous manner and promptly explain the reason for the stop before requesting (and not demanding) their operator's license, registration, and proof of insurance (if required);
- E. Observe the driver for signs of physical impairment or emotional distress;
- F. Explain the citation to the driver, including providing information regarding:
 - 1. If it is a criminal or moving/non-moving, non-criminal infraction, and if the offense may be paid by mail or requires a court appearance;

N. *Off-Road Vehicles:*

1. Any time an off-road recreational vehicle is operated on a public roadway, sidewalk or bike path it is subject to all laws and local ordinances regarding traffic. Written warnings or citations should be issued to off-road operators who violate traffic laws.
2. Traffic stops involving off-road vehicles are handled as any other traffic stop.

O. *Traffic Crashes:*

1. When Deputies investigate traffic crashes and the responsibility for causing the crash is clearly that of an involved driver, a Uniform Traffic Citation should be issued to the driver at fault.
2. Copies of any citations are attached to the crash report before submitting it to an SNP Captain.

P. *Seat Belt/Child Restraint Devices:*

1. Deputies will fully enforce laws regarding the use of seat belts and child restraint devices.
2. Pursuant to Section 316.614, it is unlawful for any person to operate a motor vehicle unless:
 - a. The driver is restrained by a safety belt;
 - b. *Each passenger* under the age of 18 is restrained by a safety belt, or child restraint device pursuant to Section 316.613 (Note: There is no statutory exception for law enforcement officers transporting juvenile offenders);
 - c. *Each front seat passenger* 18 years of age or older is restrained by a safety belt when the vehicle is in motion.
3. Pursuant to Section 316.613, all passengers five years of age or younger shall be transported using a crash-tested federally approved child restraint device. For children aged through three years, restraint devices must be separate carriers or a vehicle manufacturer's integrated child seat. For children aged four through five years, a separate carrier, an integrated child seat, or a seat belt may be used.

NOTE: Exceptions to the above requirements are listed in Section 316.614, Florida Statutes.

4. Deputies transporting children in approved separate carriers (or integrated child seats) will ensure the device is properly installed/attached to the vehicle seat in compliance with the manufacturer's recommendations.

VI. *ENFORCEMENT PROCEDURES:*

- A. Enforcement action is necessary whenever Deputies observe serious traffic violations, or a violation which places others in immediate or near danger.
- B. When responding to calls, Deputies will balance the seriousness of an observed traffic violation against the urgency of the call to which they are responding. *Deputies will not disengage from a Priority or Urgent call to address a non-criminal traffic infraction.*
- C. Traffic citations are based on lawful authority and probable cause that satisfies the elements of the specific violation being charged.

SEMIPOLE COUNTY ADMINISTRATIVE CODE

POWERS, DUTIES & RESPONSIBILITIES OF COUNTY GOVERNMENT

2.2 DUTIES OF THE BOARD OF COUNTY COMMISSIONERS
CHAIRMAN AND VICE CHAIRMAN

A. CHAIRMAN. The Board of County Commissioners shall annually elect one of its members as chairman by majority vote. This election shall be held at the regular meeting of the Board on the fourth Tuesday of November of each calendar year except general election years when the Board shall conduct its elections on the second Tuesday following the general election. In the event of a chair vacancy, the new chairman shall be elected no later than the next regular meeting. In addition to his or her powers and duties as a board member, the chairman shall have the additional powers and duties limited to the following:

- (1) Serve as presiding officer of the Board of County Commissioners;
- (2) Call the Board of County Commissioners into regular and special session;
- (3) Sign ordinances, resolutions and documents for the Board of County Commissioners;
- (4) Serve as the official representative and ceremonial dignitary for the County government;
- (5) Consult with the County Manager regarding the development of the County Commission agenda and the scheduling of County Commission work sessions and meetings;
- (6) Appoint members of the County Commission to local and regional boards and agencies, except when such appointment is required to be made by the Board of County Commissioners; and
- (7) Such other duties as may be assigned from time-to-time by the Board of County Commissioners.

B. VICE CHAIRMAN. The Board of County Commissioners shall annually elect one of its members as vice chairman who shall have all rights and duties of the chairman, during the absence of the chairman. Regular elections for vice chairman shall be held in conjunction with the election for chairman. In the event of a vacancy in the office of vice chairman, a new vice chairman shall be elected not later than the next regular scheduled meeting.

Date approved by BCC:
JAN 25 1994

including but not limited to, abuse, misuse, willful or negligent loss, and/or destruction will result in disciplinary action, up to and including termination. Serious cases of negligence may result in the filing of a civil and/or criminal action against the employee.

3. Operate all vehicles in a safe manner. Comply with all State and local traffic regulations including safety restraint laws for driver and all passengers and including not littering from the vehicle. Employee should display safe and courteous driving habits which reflect favorably on Seminole County and its employees.
4. Comply with Internal Revenue Service requirements regarding vehicle assignments. (Not applicable for Public Safety or marked emergency vehicles).
5. Have off-street parking available at their residence to park the County vehicle when not in use (24-hour vehicle assignment only).
6. Possess and maintain the appropriate Florida Driver's License for the classification of County vehicle they operate. The Employee Relations Department will conduct periodic verifications of all County vehicle operators' drivers' licenses.
7. Comply with the requirements imposed by the issuing legal authority for citations issued while operating a County vehicle and notification to their immediate supervisor of the infraction and the effect (if any) that the penalty may have on the employee's ability to maintain the required driver's license.
8. Promptly report driver license restrictions, expiration, denial, suspension or revocation immediately to their supervisor.

D. RECORD KEEPING

1. The County Manager shall be responsible for allocating 24-hour vehicle assignments. These assignments shall be reviewed in January of each year by having Department Directors submit or resubmit the "Request for 24-Hour Vehicle Assignment" form to the County Manager.



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

November 26, 2002

Sheriff Donald D. Eslinger
Seminole County Sheriff's Office
100 Bush Blvd.
Sanford, Florida 32773

RE: Seminole Traffic Enforcement Enhancement
Project No.: FS-03-27-18
D.O.T. Contract No.: AN081

Dear Sheriff Eslinger:

Your application to the Florida Department of Transportation for highway safety funds has been approved. We are pleased to make this award in the amount of \$77,772 to your agency for the purpose of purchasing two fully equipped vehicles to be used to combat aggressive driving in Seminole County. A copy of the approved project agreement with the referenced project number and title is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Please direct your attention to Part V of the subgrant entitled "Acceptance and Agreement". These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and cost reimbursements. The effective date of the agreement is November 25, 2002 and only those costs incurred on or after that date and before October 1, 2003 are eligible for reimbursement. As a reminder, Part V requires that all reimbursement claims must be submitted monthly, as costs are incurred. Claims not submitted as required may be grounds for termination of your subgrant.

If your subgrant contains personnel, you must provide this office with the name of the individual whose salary is covered under the grant. If notification is not provided to this office, salary will not be reimbursed. In addition, if personnel changes occur during the grant period, this office must be notified immediately.

We look forward to working with you on this project. If you have any questions or need assistance, please contact Lisa Helms at (850) 488-5455, who will be coordinating this activity.

Sincerely,

George E. Rice, Jr.
State Safety Engineer

GER: njl
Enclosures

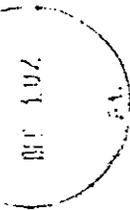
cc: Chief Deputy Steve Harriett
Captain Terry Huffman
Chief Penny Fleming
Josephine Jones
Connie Hand
Troy Ayers

Florida Department of Transportation
Safety Office
605 Suwannee Street, MS 17
Tallahassee, Florida 32399-0450



Chief Penny Fleming
Seminole County Sheriff's Office
100 Bush Blvd.
Sanford, Florida 32773

nee Stree MS 17
e, Florida s2399-0450



POSTALIA 510567

Chief Penny Fleming
Seminole County Sheriff's Office
100 Bush Blvd.
Sanford, Florida 32773



Seminole
County

Sheriff Donald F. Eslinger
Member, Florida Sheriffs Association
Member, National Sheriffs' Association

An Internationally Accredited Agency



October 14, 2002

Ms. Lisa Helms
Florida Dept. Of Transportation
605 Suwannee Street
Tallahassee, Fl. 32399-0450

Re: Funding Application

Dear Ms. Helms:

Please find attached the funding application for a Speed Enforcement Program. I hope we have made all the necessary corrections. If you have any questions please call. Sorry for any inconvenience this may have caused you.

Sincerely,

Carol Morgan
Contracts Technician



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

September 30, 2002

Sheriff Donald F. Eslinger
Seminole County Sheriff's Office
100 Bush Boulevard
Sanford, Florida 32773

RE: Funding Request for a Speed Enforcement Program

Dear Sheriff Eslinger:

The following corrections must be made to your subgrant application before it can be processed. Please make the indicated corrections and forward them to the safety office as soon as possible.

- 1) Two of your report pages are missing; these must be included with the top portion filled in.
- 2) Your legal pages are missing. These must be included and numbered appropriately.
- 3) The Administrator of the Agency designation needs to be someone like the Chief Deputy or similar. The only way we can accept Ms. Gracey is if you send a letter signed by the Sheriff that she has the authority to enter into contracts.
- 4) Your application will not be accepted without your agency seat belt usage and enforcement policy.

Sincerely,

Lisa Helms
Speed and Aggressive Driving Coordinator

CGS/lh
enclosure

cc: Captain Huffman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUBGRANT APPLICATION FOR HIGHWAY SAFETY FUNDS

500-065-01
 SAFETY
 05/02

<i>For D.O.T. Use Only</i>	
Project Number:	DOT Contract Number:
Federal Funds Allocated:	Date Approved:
Subgrant Period:	Date Revised:
Subgrant History: (1) _____ (2) _____ (3) _____	

Part I: GENERAL ADMINISTRATIVE INFORMATION
 (See Instructions for Highway Safety Subgrant Applications)

1. Project Title: Seminole Traffic Enforcement Enhancement

2. Type of Application: Initial Continuation

3. Requested Subgrant Period: 10/1/2002 to 9/30/2003

4. Support Sought: \$77,772 Matching Share: \$0 Total Budget: \$77,772

5. Applicant Agency (Subgrantee): Seminole County Sheriff's Office 100 Bush Blvd. Sanford, Fl, 32773 Telephone: _____	6. Implementing Agency: Seminole County Sheriff's Office 100 Bush Blvd. Sanford, Fl, 32773 Telephone: _____
---	---

7. Federal ID Number: _____ 596000861	8. State SAMAS Number (State Agencies) _____
---	---

9. Chief Financial Officer: Chief Penny Fleming Seminole County Sheriff's Office 100 Bush Blvd. Sanford, Fl. 32773 Telephone Number: <u>(407) 665-6617</u> Fax Number: <u>(407) 665-6530</u> E-Mail Address: <u>pflaming@seminolesheriff.org</u>	10. Project Director: Captain Terry Huffman Seminole County Sheriff's Office 100 Bush Blvd. Sanford, Fl. 32773 Telephone Number: <u>(407) 665-6606</u> Fax Number: <u>(407) 665-6668</u> E-Mail Address: <u>thuffman@seminolesheriff.org</u>
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Subgrant funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration, atalog of Federal Domestic Assistance Number - 20.60 __ , State and Community Highway Safety Program, through the Florida Department of Transportation.

Part II: PROJECT PLAN AND SUPPORTING DATA

500-065-01
SAFETY
05/02

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

Highway Safety Concept Paper

Agency: Seminole County Sheriff's Office
Project Title: Seminole Traffic Enforcement Enhancement

Statement of The Problem:

Seminole County encompasses 344 square miles with a total population of 365,196 with 179,891 residents in the unincorporated areas. Major arterial roadways run through Seminole and it is estimated that there are approximately 7,408,715 "vehicle miles" traveled through Seminole each day. Increased traffic loads create a hostile driving environment that fosters aggressive driving behaviors.

A review of our historical call data reveals that our total traffic related calls has increased 23% since 1999 and the number of Reckless Driver calls has increased 37% in the same time. Seminole County has also experienced an increase in traffic fatalities. In 2000, 3 out of 4 fatal crashes that involved 2 or more deaths included multiple minor fatalities.

It is likely that these are indicators of a growing deadly trend that needs to be stopped. Between 2000 and 2001, the number of traffic citations issued has increased 12%. High visibility and uniform traffic enforcement is a key component in reducing this serious trend. In addition, community education and awareness is also important will be a key factor in reducing crashes and aggressive driving behaviors.

Description	1998	1999	2000	2001
Crash Responses		17,582	19,018	
Crash History (long form only)	3,655	3,284	3,314	
Traffic Related Calls		37,585	42,339	46,301
Reckless Driver Call Responses		3,352	3,714	4,143
Number of Traffic Citations written	71,609	82,898	75,238	84,423
Fatalities		40	38	40

While we have had a steady increase in traffic citations written, we do not have the resources to effectively target the areas where most crashes are occurring in relation to aggressive driving behaviors. The information below indicates that only 2% of our crashes reviewed were attributed to speed, however, speed violations accounted for 33% of the citations written. This supports the theory that enforcement is an effective deterrent. The data clearly supports the need to enhance our traffic enforcement operations to reduce the number of crashes in Seminole.

Review of 2000 Crash Data (long and short forms) compares Cause and Enforcement

Description 2000 Data	Careless Driving	Violation of Right of Way	Improper Lane Change	Follow Too Close	Speed
% of Total Crashes (long/short)	65%	21%	8%	4%	2%
% of total traffic citations	4%	.3%	.2%	.5%	33%

Although we have utilized our Community Policing infrastructure to effectively reduce crime in our community, our crash responses, investigations, and reckless driving complaints continue to climb. It is clear that we need to utilize high visibility enforcement operations combined with technology to improve the safety of our roads.

Solution:

In an effort to decrease traffic related incidents, in 2001 the Sheriff's Office established a Comprehensive Traffic Safety plan that re-instituted a traffic unit and deployed 2 traffic units in each district (for a total of 12). Between 2000 and 2001, the number of traffic citations issued has increased 12% and the number of calls for reckless driving has slowed but still increased 10% in 2001. While this is the most aggressive step we have taken in traffic enforcement, it is clear we must still do more. High enforcement visibility is a number one deterrent for speeding and aggressive driving behaviors and community education is vitally important.

This program will add equipment for two deputies to use to enhance our traffic unit. With these additional traffic resources in place we will partner with traffic engineering to perform aggressive driving sweeps at known crash sites throughout the county. The deputies will use education to help reduce the instances of reckless and aggressive driving in our community. We have just purchased 6 new smart speed trailers that will be deployed throughout the county for increased driver awareness and are developing sign campaigns to increase driver and passenger knowledge.

These resources will enhance our current operations and provide consistent coverage for the traffic units to work proactive traffic enforcement operations within each of the 6 districts. In addition, they will support each district and participate with municipal traffic operations to effect a highly visible and proactive enforcement unit targeting high traffic areas with a history of reckless driving activity.

We will utilize digital data to record and document traffic accidents or repeat traffic problems. This evidence will be helpful both in court cases or with the county traffic engineering division to help implement effective changes in traffic flow patterns, light timing, etc that could reduce traffic problems that lead to aggressive driving.

The Seminole County Sheriff's Office will utilize existing personnel to educate our community through business partnership meetings, schools, and neighborhood meetings.

With increased visible enforcement operations combined with community education we believe we can make our roads safer and make a significant difference in the quality of life in our community.

Evaluation:

Goal: To reduce the number of Traffic Crashes in Seminole by 2% from 2000 figure and shown above.

Objectives

- Increase visible enforcement operations and personnel
- Participate in Aggressive Driving Sweeps targeting known traffic problem areas
- Use crash data to map traffic patrol areas
- Proactive traffic enforcement

Goal: Reduce the number of traffic fatalities through public awareness on aggressive driving and driving safety – how to identify and avoid these behaviors to stay safe

- Use of signs and trailers to help increase awareness
- Educate community – homeowners meetings, PTA, high schools on aggressive driving behaviors and how to avoid it

Encourage traffic reduction: carpooling, public transportation

Milestones

Timetable for Milestones

1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP

Order Equipment	X	X									
Receive Equipment			X	X							
Provide Community Education on Aggressive Driving			X	X	X	X	X	X	X	X	X
Participate in Aggressive Driving Enforcement Operations (red light / speed)			X	X	X	X	X	X	X	X	X
Issue Citations for Safety Belt Violations	X	X	X	X	X	X	X	X	X	X	X
Issue Citations for Child Restraint Violation	X	X	X	X	X	X	X	X	X	X	X
Conduct Speed Related Traffic Stops	X	X	X	X	X	X	X	X	X	X	X
Conduct Hazardous Moving Vehicle Stops	X	X	X	X	X	X	X	X	X	X	X

Part III: PROJECT DETAIL BUDGET

500-065-01
SAFETY
05/02

Project Title: <u>Seminole Traffic Enforcement Enhancement</u>				
Project Number: _____		Contract Number: _____		
BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
A. Personnel Services N/A				
Sub-total				
B. Contractual Services N/A				
Sub-total				
C. Expenses				
Software	\$ 1,200	\$ 1,200		
Office Supplies	\$ 300	\$ 300		
Sub-total	\$ 1,500	\$ 1,500		
D. Operating Capital Outlay				
Two (2) Fully Equipped Patrol Vehicles	\$ 49,000	\$ 49,000		
Two (2) Radios (in-car & mobile)	\$ 8,272	\$ 8,272		
Two (2) Laptop Computers	\$ 10,000	\$ 10,000		
Two (2) Radar Units	\$ 9,000	\$ 9,000		
Sub-total	\$ 76,272	\$ 76,272		
E. Indirect Cost N/A				
Sub-total				
Total Cost of Project	\$ 77,772	\$ 77,772		

Budget Modification Number: _____

Effective Date: _____

5

BUDGET NARRATIVE

500-055-01
SAFETY
05/02

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: _____ Contract Number: _____

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

	Federal	Local
A. Personnel Services	-	
B. Contractual Services	-	
C. Expenses		
Software	1,200.00	0
Software included will be for licensing setup on both laptops to conform with agency usage and program specific software that may be required to enhance operations		
Office Supplies	300.00	0
Office supplies will include operational supplies and printing as necessary for public awareness training on aggressive driving		
D. Operating Capital Outlay		
(1) Fully equipped Patrol Vehicles to include lights, sirens, striping, window tinting and standard issue dealer equipment	49,000.00	0
(2) In-Car and Mobile Radios for use in traffic enforcement	8,272.00	0
(2) Laptop Computers with CDPD specifications compatible to agency minimum standards for data transmission and retrieval. Minimum specifications - ruggedized Panasonic Toughbook - CF28, Sierra Wireless Aircard 300, Desktop port Replicator, harddrive, DC Auto Adapter Auto Stand, and misc. connectors	10,000.00	0
(2) Stalker Laser Units @ \$4500.00 each For quick target acquisition with time/distance display modes to include mounting brackets and batteries	9,000.00	0
Total	77,772.00	0

Budget Modification Number: _____

Effective Date: _____

Part IV: REPORTS

500-065-01
SAFETY
05/02

Quarterly Progress Report Narrative for the _____ quarter.

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: _____

Implementing Agency: Seminole County Sheriff's Office

Project Director: Captain Terry Huffman

Describe the subgrant activities that took place during the quarter. Attach newspaper clippings, press releases, photos and other items that document activities. Use additional sheets, if necessary. The *Quarterly Progress Report of Performance Indicators* should be sent to the DOT Safety Office along with the narrative within 30 days of the end of each quarter.

QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

500-065-01
SAFETY
05/02

for the _____ quarter.

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: _____

Implementing Agency: Seminole County Sheriff's Office

Project Director: Captain Terry Huffman

Performance Indicators	Milestones Acomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Month Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
# of Aggressive Driving Enforcement Operations						
# of Community Awareness/Education on Aggressive Driving						
# of Safety Belt Violations issued by the agency						
# of Speed Related Traffic Citations issued by the agency						
# of Hazardous Moving Vehicle Citations issued by the agency						
			-11			

Final Narrative Report

500-065-01
SAFETY
05/02

Project Title: Seminole Traffic Enforcement Enhancement

Project Number: _____

Implementing Agency: Seminole County Sheriff's Office

Project Director: Captain Terry Huffman

The following is a chronological narrative history of the above listed project in accordance with *Part V: Acceptance and Agreement, Conditions of Agreement, 1. Reports*. This report is an accurate accounting of the project performance and accomplishments. Attach additional sheets as needed.

Part V: Acceptance And Agreement

Conditions of Agreement. Upon approval of this Subgrant Application for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

1. **Reports.** The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by January 31, April 30, July 31, and October 31 if there was subgrant activity during the quarter prior to the deadline. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.
2. **Responsibility of Subgrantee.** The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; OMB Circular A-87, **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, hereby incorporated by reference, (hereinafter referred to as **Applicable Federal Law**).
3. **Compliance with Chapter 287, Florida Statutes.** The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(b), Florida Statutes.
 - (a) **Section 287.133 (2)(a), F.S.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - (b) **Section 287.134 (2)(a), F.S.**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
4. **Approval of Consultant and Contractor Agreements.** The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.
5. **Allowable Costs.** The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the **Applicable Federal Law** and state law, to be eligible for reimbursement. All funds not spent in accordance with the **Applicable Federal Law** will be subject to repayment by the subgrantee.

6. **Travel.** Travel costs for approved travel shall be reimbursed in accordance the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, hereby incorporated by reference, but not in excess of provisions in Section 112.061, Florida Statutes. All travel for out-of-state or out-of-grant-specified work area shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding \$100 per day that are to be reimbursed. Rates exceeding \$100 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds \$100.

7. **Written Approval of Changes.** The subgrantee or implementing agency shall obtain prior written approval from the State Safety Office for changes to the agreement. Changes to the agreement will be allowed which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the subgrantee require the change. For example:

(a) Changes in project activities, milestones, or performance indicators set forth in the approved application.

(b) Changes in budget items and amounts set forth in the approved application.

8. **Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, hereby incorporated by reference, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41U.S.C. 253(g) (currently \$25,000).

9. **Commencement of Projects.** If a project has not commenced within 30 days after the acceptance of the subgrant award, the subgrantee or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subgrantee or its implementing agency to the State Safety Office. The subgrantee agrees that if the letter is not received in the 60 days, the State Safety Office will cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the State Safety Office.

10. **Excusable Delays.**

(a) Except with respect to the defaults of subgrantee's or implementing agency's consultants and contractors which shall be attributed to the subgrantee, the subgrantee and its implementing agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the subgrantee or its implementing agency. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrantee. If the failure to perform is caused by the failure of the subgrantee's or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee, its implementing agency and its consultant or contractor, and without the fault or negligence of any of them, the subgrantee shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the State Safety Office shall have ordered the subgrantee or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subgrantee or its implementing agency shall have failed to comply reasonably with such order.

(b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

11. Obligation of Subgrant Funds. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant application are eligible for reimbursement. A cost is incurred when the subgrantee's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the subgrantee or its implementing agency, notwithstanding the date of order.

12. Performance. In the event of default, noncompliance, or violation of any provision of this agreement by the subgrantee, the implementing agency, the subgrantee's consultant(s) or contractor(s) and supplier(s), the subgrantee agrees that the Department will impose sanctions. Such sanctions include withholding of payments, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the subgrantee and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

13. Access to Records and Monitoring. The Department, NHTSA, Federal Highway Administration (FHWA), and the Comptroller and Auditor General of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the subgrantee and its implementing agency, and to relevant books and records of the subgrantee, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, hereby incorporated by reference, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and status checks of subgrant activity via telephone calls from Safety Office staff to subgrantees. By entering into this agreement, the subgrantee and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the subgrantee or its implementing agency is performed, the subgrantee agrees to bring the project into compliance with the subgrant agreement. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

The Department shall unilaterally cancel this subgrant if the subgrantee or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the subgrantee or its implementing agency in conjunction with the subgrant.

14. Audit. This part is applicable if the subgrantee is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the subgrantee expends \$300,000 or more in Federal awards in its fiscal year, the subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Page 1 of this agreement indicates the source of Federal funds awarded through the Florida Department of Transportation by this agreement. In determining the Federal awards expended in its fiscal year, the subgrantee shall consider all sources of Federal awards, including Federal funds received from the Department of Transportation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subgrantee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed above, the subgrantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the subgrantee expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subgrantee expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the subgrantee directly to each of the following:

- (a) Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450
- (b) Federal Audit Clearinghouse
Bureau of the Census
1201 East 10 Street
Jeffersonville, IN 47132
- (c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

15. Retention of Records. The subgrantee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the Department or its designee access to such records upon request.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 07). Appropriate documentation supportive of the reported costs must accompany each claim.

The subgrantee or its implementing agency shall submit financial reimbursement forms to the Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. Reimbursement for subgrants with personnel costs should be made after every two pay periods. Failure to submit reimbursement requests in a timely manner shall result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a **Non-Expendable Property Accountability Record** (FDOT Form No. 500-065-09). Payment of the Operating Capital Outlay costs shall not be made before receipt of this form.

A final financial request for reimbursement shall be submitted to the State Safety Office within 30 days after the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner shall result in denial of payment. The subgrantee agrees to forfeit reimbursement of any amount incurred if the final request is not received within 30 days of the end of the subgrant period.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 49 CFR, Section 18.34, 49 CFR, Section 19.36, or OMB Circular A-110, hereby incorporated by reference.

In addition to the provisions for 49 CFR, Part 18 and 49 CFR, Part 19, the State Safety Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a subgrant or contract under a subgrant; and
- (b) Any rights of copyright to which a subgrantee or a contractor purchases ownership with subgrant support.

18. Property Accountability. The subgrantee or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110, incorporated herein by reference. This obligation continues as long as the property is retained by the subgrantee or its implementing agency, notwithstanding the expiration of this agreement.

19. Disputes. Any dispute, disagreement, or question of fact arising under the agreement shall be decided by the State Safety Office in writing and shall be distributed to parties concerned. A written appeal may be made within 30 calendar days to the Governor's Highway Safety Representative at the Florida Department of Transportation, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399-0450, whose decision is final. The subgrantee and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision.

20. Conferences, Inspection of Work. Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

21. Publication and Printing of Observational Surveys and Other Reports.

- (a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the State Safety Office for review and concurrence.
- (b) Each publication or other printed report covered by Paragraph 21.a. above shall include the following statement on the cover page:
 - (1) This report was prepared for the State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - (2) The conclusions and opinions expressed in these reports are those of the subgrantee and do not necessarily represent those of the State of Florida, Department of Transportation, State Safety Office, the U.S. Department of Transportation, or any other agency of the State or Federal Government.

22. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The subgrantee and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, incorporated herein by reference.

23. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the subgrantee and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of subgrantee, implementing agency, and its contractor, consultant, agents and employees. The subgrantee and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the subgrantee's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

24. Disadvantaged Business Enterprises (DBE).

(a) The subgrantee and its implementing agency agree to the following assurance:

The subgrantee and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, incorporated herein by reference. The subgrantee shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the subgrantee of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The subgrantee and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the subgrantee, its implementing agency, or the Department deems appropriate.

25. Restrictions on Lobbying. The subgrantee and its implementing agency agree 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.

No funds granted hereunder shall be used for the purpose of lobbying the legislature, the judicial branch, or state agencies. Section 216.347, Florida Statutes.

26. How Agreement is Affected by Provisions Being Held Invalid. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

27. Federal Requirement for Public Service Announcements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

28. Public Awareness Materials and Promotional Items. The name of the subgrantee or implementing agency and its logo can appear on printed materials and promotional items. The names of individuals connected with the subgrantee shall not appear on printed materials and promotional items paid for with Federal highway safety funds. Before printing public awareness materials or ordering promotional items, a final draft or drawing of the items shall be submitted to the State Safety Office for review. The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies of all public awareness materials purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

29. Term of Agreement. Each subgrant shall begin on the date of the last party to sign the agreement and shall end on September 30, following, unless otherwise stipulated by the State Safety Office on the first page of the respective agreement. The subgrant period shall not exceed 12 months.

30. Clean Air Act and Federal Water Pollution Control Act. For subgrant awards in excess of \$100,000 the subgrantee and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The subgrantee shall include this provision in all subcontract awards in excess of \$100,000.

31. Personnel Hired Under Agreement. The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded.

Any and all employees of the subgrantee or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subgrantee or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subgrantee or its implementing agency.

32. Repossession of Equipment. Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee and its implementing agency; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. Any equipment purchased with Federal highway safety funds that is not being used by the subgrantee or its implementing agency for the purposes described in the subgrant shall be repossessed by the State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this subgrant.

33. Replacement or Repair of Equipment. The subgrantee and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of use. Federal regulations prohibit funding equipment replacement.

34. Ineligibility for Future Funding. The subgrantee and its implementing agency agree that the Department shall find the subgrantee or its implementing agency ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits,
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required quarterly and final reports in the required time frame,
- (d) Failure to perform work described in Part II of the subgrant agreement,
- (e) Providing fraudulent quarterly reports or reimbursement requests,
- (f) Misuse of equipment purchased with Federal highway safety funds.

35. Safety Belt Policy. Each subgrantee and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be attached to the subgrant application.

36. Safety Belt Enforcement. All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant application.

37. Certification for Equipment Costing More than \$500 per Item. The head of any implementing agency purchasing equipment costing more than \$500 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment, whether the equipment was purchased with federal, state, or local funds.

38. Checkpoint Reporting. Any law enforcement agency that conducts DUI checkpoints shall attach a copy of the After Action Report for each checkpoint operation conducted during a quarter to its Quarterly Progress Report of Performance Indicators.

39. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member certified by the American Automobile Association (AAA) as a Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

40. Special Conditions.

1. Fax Florida Department of Transportation at least once a week, in advance, a short description of any new traffic safety event or program funded with FDOT grant funds.
2. Submit newspaper clippings to the Florida Department of Transportation State Safety Office, by e-mail or that reference any traffic safety programs funded through FDOT funds, to include the name and date the article was published.
3. Use the following language in all press materials regarding events or programs funded with FDOT grant funds.
"Funding for this program was provided by grant from the Florida Department of Transportation"

PROJECT NUMBER: _____

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For DOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

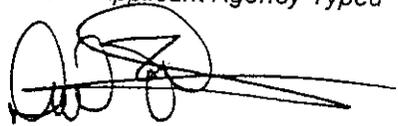
Date: _____

Attest: _____

SUBGRANTEE

Seminole County Sheriff's Office

Name of Applicant Agency Typed

By:  _____

Signature of Authorized Representative

Donald D. Eslinger

Authorized Representative's Name Typed

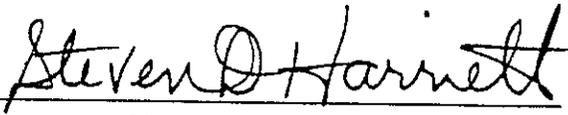
Title: Sheriff

Date: September 24, 2002

Attest:  _____
Signature of Witness

FEDERAL FUNDS ALLOCATED

ADMINISTRATOR OF IMPLEMENTING AGENCY

By:  _____
Signature of Administrator

Steve Harriett
Administrator's Name Typed

Title: Chief Deputy

Reviewed for the Department of Transportation:

By: _____
Attorney - DOT

Date: _____

NOTE: No whiteout or erasures accepted on this signature page.

PROJECT NUMBER: _____

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(For DOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

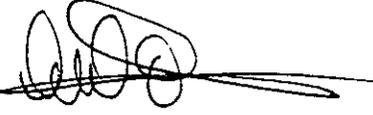
Date: _____

Attest: _____

SUBGRANTEE

Seminole County Sheriff's Office

Name of Applicant Agency Typed

By: 

Signature of Authorized Representative

Donald D. Eslinger

Authorized Representative's Name Typed

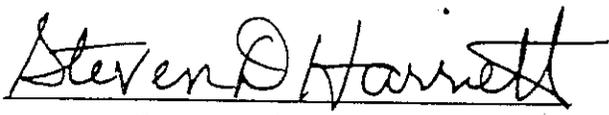
Title: Sheriff

Date: September 24, 2002

Attest: 
Signature of Witness

FEDERAL FUNDS ALLOCATED

ADMINISTRATOR OF IMPLEMENTING AGENCY

By: 
Signature of Administrator

Steve Harriett

Administrator's Name Typed

Title: Chief Deputy

Reviewed for the Department of Transportation:

By: _____
Attorney - DOT

Date: _____

NOTE: No whiteout or erasures accepted on this signature page.

PROJECT NUMBER: _____

I WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For DOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

Attest: _____

FEDERAL FUNDS ALLOCATED

Reviewed for the Department of Transportation:

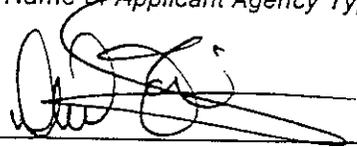
By: _____
Attorney - DOT

Date: _____

SUBGRANTEE

Seminole County Sheriff's Office

Name of Applicant Agency Typed

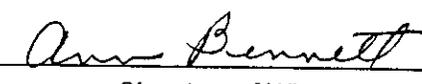
By:  _____
Signature of Authorized Representative

Donald D. Eslinger

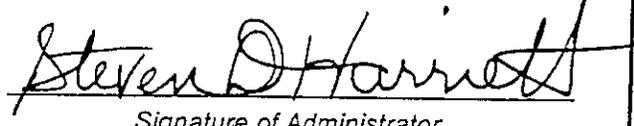
Authorized Representative's Name Typed

Title: _____ Sheriff _____

Date: September 24, 2002

Attest:  _____
Signature of Witness

ADMINISTRATOR OF IMPLEMENTING AGENCY

By:  _____
Signature of Administrator

Steve Harriett

Administrator's Name Typed

Title: _____ Chief Deputy _____

NOTE: No whiteout or erasures accepted on this signature page.

SEMINOLE COUNTY SHERIFF'S OFFICE GENERAL ORDER	NUMBER: G-8
	RESCINDS:
SUBJECT: Vehicle Management	
EFFECTIVE: November 14, 1994	
REVISED: April 10, 2000	
ACCREDITATION STANDARDS: 41.1.4, 41.3.4	

I. PURPOSE:

The directive provides procedures for using Sheriff's Office vehicles and their care and maintenance; the transportation of passengers; traffic crashes and the Crash Review Committee; and the use of privately owned vehicles to conduct Sheriff's Office business.

II. SCOPE:

The assignment of an agency vehicle is a privilege and not a right of employment. Employees do not operate vehicles without possessing a valid Florida drivers license, with the class of license appropriate to the employee's job assignment. If an employee's driver's license is suspended or revoked, they are to notify their supervisor and not operate any Sheriff's Office vehicle.

III. ASSIGNED VEHICLE PROGRAM:

A. The objectives of the Assigned Vehicle Program include:

1. To promote cost effective use of vehicles by extending their life and reducing maintenance and replacement costs;
2. To decrease response time to emergencies and complaints;
3. To increase law enforcement visibility to deter criminal activity; and,
4. To promote better community relations by increasing the number of personal contacts and services.

B. *Take Home Vehicles:*

1. Employees meet the following requirements before being allowed to use a vehicle as a "take home" vehicle:

C. *Manner of Dress:*

1. Off duty employees are required to wear proper attire when operating Sheriff's Office vehicles.
 2. Nonuniformed employees operating marked vehicles will be neatly attired. Shorts, athletic pants, worn out jeans, sleeveless shirts, and tee shirts or ball caps bearing advertisements, written statements, or humorous designs/cartoons are prohibited.
- D. Equipment installed in Sheriff's Office vehicles (radios, prisoner protection barriers, etc.) will not be removed by employees unless authorization is received from the Fleet Manager.

IV. *OPERATION:*

- A. Employees operate Sheriff's Office vehicles in a reasonable and safe manner, and exercise due caution and judgement. Vehicles are operated in compliance with Sheriff's Office directives and state law.
- B. When fueling vehicles at the Five Points fueling center, employees:
1. Enter their vehicle's current mileage into the fuel computer's keypad;
 2. Do not allow other persons to use their authorized pump or gas key to conduct a second transaction.

V. *SAFETY PRECAUTIONS:*

- A. *Seat belts are worn while operating or riding as a passenger in Sheriff's Office vehicles. Exception: prisoners transported in the rear of vehicles equipped with safety barriers, or prisoner transport vans, need not use seat belts unless ordered to do so by the driver or as directed by a specific policy.*
- B. When a Sheriff's Office vehicle is left parked and unattended, the driver closes the windows, removes the keys, and locks the doors. Exception: vehicles transporting law enforcement canines are exempt from this requirement.
- C. Firearms are removed from the occupant compartments of Sheriff's Office vehicles when the employee is off duty and not operating the vehicle.
- D. While operating a Sheriff's Office vehicle while on duty or off duty, Deputies monitor the Sheriff's Office radio and have in their possession their identification credentials and badge, body armor, handcuffs, and approved firearm. Deputies offer assistance when and where needed, and are required to respond to emergency calls if they are in close proximity to an incident.

VI. *MAINTENANCE AND REPAIR:*

- A. *General:*
1. Employees are responsible for the proper use and care of assigned vehicles.

SEMINOLE COUNTY SHERIFF'S OFFICE POLICY AND PROCEDURE ENFORCEMENT Interim Order		NUMBER: E-17
		RESCINDS:
SUBJECT:	Traffic Enforcement	
EFFECTIVE:	April 14, 1995	
REVISED:	September 25, 2001	
ACCREDITATION STANDARDS: 61.1.1, 61.1.2, 61.1.3, 61.1.4, 61.1.5, 61.1.6, 61.1.8, 61.1.9, 61.1.12, 61.3.1, 61.3.3, 61.3.7, 61.4.1, 61.4.2, 82.3.3, 82.3.4		

I. PURPOSE:

This directive provides procedures for the enforcement of traffic laws.

II. SCOPE:

It is the responsibility of Deputies to enforce traffic laws through preventative patrol and active enforcement.

III. GENERAL:

- A. It is Sheriff's Office policy to enforce traffic laws in a uniform and consistent manner without regard to race, religion, sex, age, or economic status.
- B. There shall be no "quota system", imposed or implied. Nor shall there be any procedure requiring Deputies to cite a specific number of motorists during a specified time period.

IV. CONDUCT:

Deputies shall conduct themselves in a courteous manner and will not intentionally humiliate, embarrass or harass citizens. The purpose of traffic stops is to prevent traffic crashes, bring violations to the attention of drivers, and to have a positive influence on their future driving habits. Deputies will:

- A. Be reasonably certain the vehicle they stop has committed the violation;
- B. Present a professional image by proper dress, grooming, and language;
- C. Maintain a professional attitude throughout the stop;
- D. Greet the driver in a courteous manner *and promptly explain the reason for the stop before requesting (and not demanding) their operator's license, registration, and proof of insurance (if required);*
- E. Observe the driver for signs of physical impairment or emotional distress;
- F. Explain the citation to the driver, including providing information regarding:
 - 1. If it is a criminal or moving/non-moving, non-criminal infraction, and if the offense may be *paid by mail* or requires a *court appearance*;

N. *Off-Road Vehicles:*

1. Any time an off-road recreational vehicle is operated on a public roadway, sidewalk or bike path it is subject to all laws and local ordinances regarding traffic. Written warnings or citations should be issued to off-road operators who violate traffic laws.
2. Traffic stops involving off-road vehicles are handled as any other traffic stop.

O. *Traffic Crashes:*

1. When Deputies investigate traffic crashes and the responsibility for causing the crash is clearly that of an involved driver, a Uniform Traffic Citation should be issued to the driver at fault.
2. Copies of any citations are attached to the crash report before submitting it to an SNP Captain.

P. *Seat Belt/Child Restraint Devices:*

1. Deputies will fully enforce laws regarding the use of seat belts and child restraint devices.
2. Pursuant to Section 316.614, it is unlawful for any person to operate a motor vehicle unless:
 - a. The driver is restrained by a safety belt;
 - b. *Each passenger* under the age of 18 is restrained by a safety belt, or child restraint device pursuant to Section 316.613 (Note: There is no statutory exception for law enforcement officers transporting juvenile offenders);
 - c. *Each front seat passenger* 18 years of age or older is restrained by a safety belt when the vehicle is in motion.
3. Pursuant to Section 316.613, all passengers five years of age or younger shall be transported using a crash-tested federally approved child restraint device. For children aged through three years, restraint devices must be separate carriers or a vehicle manufacturer's integrated child seat. For children aged four through five years, a separate carrier, an integrated child seat, or a seat belt may be used.

NOTE: Exceptions to the above requirements are listed in Section 316.614, Florida Statutes.

4. Deputies transporting children in approved separate carriers (or integrated child seats) will ensure the device is properly installed/attached to the vehicle seat in compliance with the manufacturer's recommendations.

VI. *ENFORCEMENT PROCEDURES:*

- A. Enforcement action is necessary whenever Deputies observe ^{an} serious traffic violations, or a violation which places others in immediate or near danger.
- B. When responding to calls, Deputies will balance the seriousness of an observed traffic violation against the urgency of the call to which they are responding. *Deputies will not disengage from a Priority or Urgent call to address a non-criminal traffic infraction.*
- C. Traffic citations are based on lawful authority and probable cause that satisfies the elements of the specific violation being charged.

SEMPER PARCE COUNTY ADMINISTRATION CODE

POWERS, DUTIES & RESPONSIBILITIES OF COUNTY GOVERNMENT

2.2 DUTIES OF THE BOARD OF COUNTY COMMISSIONERS
CHAIRMAN AND VICE CHAIRMAN

A. CHAIRMAN. The Board of County Commissioners shall annually elect one of its members as chairman by majority vote. This election shall be held at the regular meeting of the Board on the fourth Tuesday of November of each calendar year except general election years when the Board shall conduct its elections on the second Tuesday following the general election. In the event of a chair vacancy, the new chairman shall be elected no later than the next regular meeting. In addition to his or her powers and duties as a board member, the chairman shall have the additional powers and duties limited to the following:

- (1) Serve as presiding officer of the Board of County Commissioners;
- (2) Call the Board of County Commissioners into regular and special session;
- (3) Sign ordinances, resolutions and documents for the Board of County Commissioners;
- (4) Serve as the official representative and ceremonial dignitary for the County government;
- (5) Consult with the County Manager regarding the development of the County Commission agenda and the scheduling of County Commission work sessions and meetings;
- (6) Appoint members of the County Commission to local and regional boards and agencies, except when such appointment is required to be made by the Board of County Commissioners; and
- (7) Such other duties as may be assigned from time-to-time by the Board of County Commissioners.

B. VICE CHAIRMAN. The Board of County Commissioners shall annually elect one of its members as vice chairman who shall have all rights and duties of the chairman, during the absence of the chairman. Regular elections for vice chairman shall be held in conjunction with the election for chairman. In the event of a vacancy in the office of vice chairman, a new vice chairman shall be elected not later than the next regularly scheduled meeting.

Date approved by BCC:

JAN 25 1994

including but not limited to, abuse, misuse, willful or negligent loss, and/or destruction will result in disciplinary action, up to and including termination. Serious cases of negligence may result in the filing of a civil and/or criminal action against the employee.

3. Operate all vehicles in a safe manner. Comply with all State and local traffic regulations including safety restraint laws for driver and all passengers and including not littering from the vehicle. Employee should display safe and courteous driving habits which reflect favorably on Seminole County and its employees.
4. Comply with Internal Revenue Service requirements regarding vehicle assignments. (Not applicable for Public Safety or marked emergency vehicles).
5. Have off-street parking available at their residence to park the County vehicle when not in use (24-hour vehicle assignment only).
6. Possess and maintain the appropriate Florida Driver's License for the classification of County vehicle they operate. The Employee Relations Department will conduct periodic verifications of all County vehicle operators' drivers' licenses.
7. Comply with the requirements imposed by the issuing legal authority for citations issued while operating a County vehicle and notification to their immediate supervisor of the infraction and the effect (if any) that the penalty may have on the employee's ability to maintain the required driver's license.
8. Promptly report driver license restrictions, expiration, denial, suspension or revocation immediately to their supervisor.

D. RECORD KEEPING

1. The County Manager shall be responsible for allocating 24-hour vehicle assignments. These assignments shall be reviewed in January of each year by having Department Directors submit or resubmit the "Request for 24-Hour Vehicle Assignment" form to the County Manager.

FedEx

Express

USA Airbill

Invoice Number

8287 0314 7118

Form No.

0215

SOR 1

1 From: *FedEx Home Office*

Date: *10-15-02*

Sender's FedEx Account Number

1560-5797-5

Sender's Name: *Valene Schultz*

Phone: *(407) 665-6761*

Company: SEMINOLE COUNTY SHERIFFS OFC

Address: 100 BUSH BLVD

City: SANFORD

State: FL

ZIP: 32773

2 Your Internal Billing Reference

3 To

Recipient's Name

Lisa Helms

Phone: *(850) 488-5455*

Company

FL Dept. of Transportation

Address: *605 SWannee St.*

We cannot deliver to P.O. boxes or P.R. ZIP codes.

City: Tallahassee

State: FL

ZIP: *32309-0450*

Questions? Visit our Web site at fedex.com

or call 1-800-Go-FedEx (800)463-3339.

By using the Airbill you agree to the service conditions on the back of this Airbill and to our current Service Guide, including terms that limit our liability.

0183227737

4a Express Package Service

FedEx Priority Overnight

FedEx Standard Overnight

Next Business Morning

FedEx 2Day

FedEx Express Saver

FedEx 1Day Freight*

Next Business Day

FedEx Envelope*

FedEx Pak*

Other Pkg.

Special Handling

SATURDAY Delivery

SUNDAY Delivery

HOLD Weekend at FedEx Location

HOLD Saturday at FedEx Location

Payment Bill To: Recipient Third Party Credit Card Cash/Check

Signature Required Signature Not Required

Insured Signature Required

406

Forlini, Rob

From: Huffman, Terry
Sent: Wednesday, October 23, 2002 8:38 AM
To: Forlini, Rob
Subject: FW: Seminole County Sheriff's Office



Seminole County
Sheriff's Offi...

-----Original Message-----

From: lisa.helms@dot.state.fl.us [mailto:lisa.helms@dot.state.fl.us]
Sent: Wednesday, October 23, 2002 8:10 AM
To: Huffman, Terry
Cc: paula.fountain@dot.state.fl.us
Subject: Seminole County Sheriff's Office

The Project Detail Budget Page lists Radar units at \$9,000.00. The Budget Narrative lists in-car video units for \$9,000.00. The items on both pages must match.

Please delete the in-car video units if there is not enough money to buy both, Due to the type of project this is a radar unit is a essential item.

Please call if you have any questions.

Lisa Helms
Speed & Aggressive Driving Coordinator
Department of Transportation
Highway Safety Office
605 Suwannee Street, MS-17
Tallahassee, Florida 32399-0450
(850) 488-5455

*ATTN Paula Fontana
850-487-4224
Sud pr.*

----- Forwarded by Cheryl Helms/CO/FDOT on 10/23/2002 08:10 AM -----

Paula Fountain
10/23/2002 07:38 AM
To: Cheryl Helms/CO/FDOT@FDOT
cc:
Subject: Seminole County Sheriff's Office

I am attaching a copy of the front page and the two budget pages for your review. Please note on the Project Detail Budget page the last item listed in the OCO category is two radar units. Now note on the Budget Narrative page the last item listed in the OCO category is 2 in-car video systems. I am not sure about the technical aspects of this equipment, but I don't think this description is for a radar unit. Maybe I am wrong. Please advise.

Thanks for your help.

(See attached file: Seminole County Sheriff's Office.doc)

Paula S. Fountain
FDOT State Safety Office