

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20021376

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approval of the Service Provider Agreement between Lee County and Florida Highway Patrol (FHP) for Florida Patrol Hireback Toll Enforcement and Speed Enforcement in the maximum amount of \$66,700.00, for the initial annual term of October 1, 2002 thru September 30, 2004, as an exemption by the Contracts Manual under Section 5 Unique Services.

**WHY ACTION IS NECESSARY:** In accordance with the Lee County Contracts Manual, Section 5. Unique Services, Item 5.3 Exempt Services, services exceeding \$50,000.00 requires Board approval.

**WHAT ACTION ACCOMPLISHES:** Will allow for the continuation of law enforcement services provided by the Florida Highway Patrol, during peak traffic periods for a contract term of October 1, 2002 through September 30, 2004.

**2. DEPARTMENTAL CATEGORY:**

09 Transportation

COMMISSION DISTRICT #:

*C9E*

**3. MEETING DATE:**

*12-17-2002*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE
  - ORDINANCE
  - ADMIN. CODE AC-4-4
  - OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Transportation
- C. DIVISION
- BY: Scott Gilbertson, Director

**7. BACKGROUND:**

On January 23, 2001, the Board approved the Service Provider Agreement between Lee County and Florida Highway Patrol (FHP) for Florida Highway Patrol Hireback Toll Enforcement and Speed Enforcement for a period of October 1, 2000 thru September 30, 2002.

The Department of Transportation is requesting Board approval of a new contract with Florida Highway Patrol for the continuation of providing toll violation & speed enforcement for a period of October 1, 2002 thru September 30, 2004.

The Florida Highway Patrol shall be paid a maximum amount of \$66,760.00 for the initial annual term as specified in the Service Provider Agreement.

Funds are available in account strings: PE5414742101503490 – 45% Cape Coral Bridge; PE5414742102503490 – 10% Sanibel Causeway; and PE5414742103503490 – 45% Midpoint Bridge

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>12/5/02</i>				G County Manager
					OA	OM	Risk	GC	
<i>12/1/02</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>RK 12/4</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
 Date: *12/3/02*  
 Time: *2:58 pm*  
 Forwarded To: *[Signature]*  
*12/4/02 8:25 am*

RECEIVED BY  
 COUNTY ADMIN. *RK*  
*12-4-02*  
*5:35*  
 COUNTY ADMIN. *[Signature]*  
 FORWARDED TO:  
*12/5 100*

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this day of \_\_\_\_\_, 2002, between the **BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY**, a political subdivision of the **STATE OF FLORIDA** hereinafter referred to as the "**COUNTY**", and the **STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES** hereinafter referred to as the "**PROVIDER**".

### WITNESSETH

**WHEREAS**, the COUNTY desires to obtain the services of said PROVIDER as further described herein; and,

**WHEREAS**, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

**WHEREAS**, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

#### ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated 2000~~2~~, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

#### ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

### ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.
- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, ~~and shall indemnify, defend and hold the COUNTY harmless~~ <sup>RR</sup> for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

*in the manner and limits set forth in 2.768.23 Fla. Stats* <sup>RR</sup>

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement. ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

#### ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B", which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

#### 4.3 METHOD OF PAYMENT.

##### (1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

##### (2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this

Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

~~5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.~~

RR

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

RR  
SCOPE OF SERVICES

A  
RR

A  
RR

RR

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, ~~or its sub-consultant(s) and/or subcontractor(s)~~, and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, ~~or its sub-consultant(s) and/or subcontractor(s)~~, is due to unforeseen causes and not attributable to their fault or neglect.

~~5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.~~

RR

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 — SECURING AGREEMENT

RR

~~The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.~~

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, ~~except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.~~

RR

~~In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated \_\_\_\_\_, 19\_\_\_\_, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.~~

RR

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.



- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

~~(4) Each Certificate of Insurance shall include the following:~~

- ~~(A) The name and type of policy and coverages provided;~~
- ~~(B) The amount or limit applicable to each coverage provided;~~
- ~~(C) The date of expiration of coverage.~~
- ~~(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and~~
- ~~(E) Cancellation - Should any of the described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.~~

- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

#### ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

- ~~(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.~~
- (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

- (A) Minimum limits of \$200,000 per occurrence and \$300,000 aggregate for Bodily Injury and a minimum limit of \$300,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- ~~(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.~~

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT  
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
*CHAIRMAN*

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
County Attorney's Office

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

*PROVEDER*  
(CONSULTANT) *RR*

*Richard I Haue*  
\_\_\_\_\_  
(Witness)

BY: *Russ Rottman*  
\_\_\_\_\_  
(Authorized Signature)

*Nelda Parker*  
\_\_\_\_\_  
(Witness)

*CHIEF OF PURCHASING & CONTRACTS*  
\_\_\_\_\_  
(Title)

DATE: *9/18/02*  
\_\_\_\_\_

CORPORATE SEAL:

4.0

LEVEL SCHEDULE

**LEVEL A.**

ONE TROOPER (4 HOURS/ DAY - 3 FACILITIES)  
PRESENCE/ENFORCEMENT - FIFTEEN DAYS

MORNING SHIFT

<u>TRAFFIC</u> <u>BOUND</u>	<u>TIME</u>	<u>NUMBER</u> <u>TROOPERS</u>
EAST	6:00 AM – 10:00 AM	ONE
WEST	6:00 AM – 10:00 AM	ONE

AFTERNOON SHIFT

EAST	4:00 PM – 7:00 PM	ONE
WEST	4:00 PM – 7:00 PM	ONE

**LEVEL B.**

THREE TROOPERS ( 4 HOURS/ DAY – 3 DAYS PER WEEK)  
ONE-PLAZA PRESENCE WITH RADIO  
TWO PATROL ENFORCEMENT

MORNING SHIFT

<u>TRAFFIC</u> <u>BOUND</u>	<u>TIME</u>	<u>NUMBER</u> <u>TROOPERS</u>
EAST	6:00 AM – 9:00 AM	THREE
WEST	6:00 AM – 9:00 AM	THREE

AFTERNOON SHIFT

EAST	4:00 PM – 7:00 PM	THREE
WEST	4:00 PM – 7:00 PM	THREE

Schedule inclusive of 30 minutes total travel time per shift.  
Shift level subject to change as per Lee County's/ FHP's discretion.

5.0

SERVICES TO BE PROVIDED BY FHP.

FHP shall provide the following services pursuant to this Agreement.

- A. FHP shall monitor and provide surveillance of toll plazas at the level (A or B as per level schedule set forth in Section 4.0 above) specified in writing by the Director of Toll Facilities of Lee County to the FHP Troop F Commander.
- B. FHP shall record and certify hour's worked and hourly rates in all invoices to Lee County. FHP shall invoice Lee County monthly. Invoices shall be sufficiently detailed to permit proper preaudit and postaudit procedures.
- C. FHP shall cause its troopers to sign the Toll Enhancement Enforcement Log to be maintained at the appropriate Toll Plaza in the Form of "Exhibit D" indicating troopers name and badge number, date and time of all citations issued, comments and suggestions.
- D. FHP shall provide staffing under this Agreement in accordance with existing FHP Policy Manual, Policy #5.11, Administration of Hireback Programs. A copy of the policy is attached as "Exhibit E" to this Agreement.
- E. FHP personnel performing services under this Agreement shall: (I) be directly accountable only to the assigned FHP Troop Commander or his or her designee; (II) coordinate law enforcement activities with Lee County; (III) be considered on detail from their regular work assignments; and (IV) remain employees of the Department of Highway Safety and Motor vehicles for all purposes.
- F. Incidents investigated by FHP personnel will follow standard FHP reporting and operational procedures.
- G. FHP staffing needs will take precedence over the obligations of FHP under this Agreement. In the event a trooper must discontinue enforcement at the Lee County toll plaza due to an emergency, the trooper shall notify the plaza personnel by signing-off the Enforcement Log at the time of departure.
- H. Lee County shall not have responsibility for: (I) court time encountered by FHP personnel as a result of enforcement activities conducted pursuant to this agreement; (II) vehicle mileage or maintenance or fuel expenses of FHP; or (III) injury to or death of FHP personnel suffered in the performance of FHP obligations under this Agreement.
- I. In the event of an arrest incident the FHP should make diligent effort to engage on duty personnel to carry out the arrest duty to avoid interrupting the toll evasion enforcement shift.

6.0

DETAIL OF UNIT RATES

Detail of Units Rates for the performance of the FHP's services set forth above are detailed in the "Summary of Agreement Cost" included as Exhibit "C" to this Agreement.

## EXHIBIT "B"

### METHOD OF COMPENSATION

#### 1.0 Purpose

The exhibit defines the limits and method of compensation to be made to Troop F, FHP for the services set forth in Exhibit "A" and the Agreement period ~~described in Section 2.A of the Contractual Services Agreement~~ and the method by which payment shall be made. RR

#### 2.0 Compensation

For satisfactory completion of the services detailed in Exhibit "A". The FHP shall be paid a maximum amount of \$66,760.00 for the initial annual term ~~as specified in Section 2.A~~. The maximum amount shall compensate the Contractor for all costs (salaries, fringe benefits, indirect costs and direct related expenses) in performance of its services. RR

#### 3.0 Method of Payment

The FHP shall submit monthly invoices in a format acceptable to Lee County. Payment shall be made to FHP for each trooper at a rate of 1-1/2 the trooper's regular hourly rate of pay.

Payment shall be made only after receipt of services and receipt and approval of an invoice in accordance with the terms of this Agreement.

**EXHIBIT C  
SUMMARY OF AGREEMENT COSTS**

All FHP Officers and Troopers participating under this Agreement shall do so in accordance with the FHP overtime hireback procedures. Below is a detailed summary of all the anticipated agreement expenses based on Exhibit A, Section 4, Level Schedule below, plus administrative costs as prescribed

I. FHP TROOPER ENFORCEMENT COST									
Shift Level	Enforcement Hours Including 1/2 Hour For Travel Time	Cost Per Hour	Number of Troopers	Cost of Enforcement Per Day	15 Days	# Facilities	Maximum Annual Cost		
Level A.	4	\$30	1	\$120.00	\$1,800.00	3	\$5,400.00		
Total Level A.				\$120.00	\$1,800.00	3	\$5,400.00		
Level B. (3 Days)								Maximum Annual Cost	
Morning	4	\$30	3	\$360.00	\$1,080.00		\$56,160.00		
Afternoon									
Total Level B.				\$360.00	\$1,080.00		\$56,160.00		

II. ADMINISTRATIVE COST						
Annual Term	Agreement Work Weeks	Cost Per Hour	Hours	Week	Maximum Annual Cost	
	52	\$25	4	\$100	\$5,200	

ANNUAL TERM MAXIMUM COST: **\$66,760.00**  
 FISCAL YEAR 01/03

EXCLUSION OF HOLIDAYS FROM THE WORK DAYS

New Years Day	Memorial Day	Columbus Day	Day After Thanksgiving Day
Martin Luther King Day	Independence Day	Veterans Day	Christmas Day
Presidents Day	Labor Day	Thanksgiving Day	



**EXHIBIT D**

**TOLL ENHANCEMENT ENFORCEMENT LOG**

PLAZA \_\_\_\_\_

PERIOD WEEK: \_\_\_\_\_ TO \_\_\_\_\_ PAGE: \_\_\_\_\_ OF \_\_\_\_\_

Troopers Name	Badge No.	Date	Time In	Time Out	Citation Count	Comments & Suggestions

This weekly report shall be forwarded each Monday to:

Midpoint Memorial Toll Facility  
1930 SE 23<sup>rd</sup> Terrace, Cape Coral, FL 33990  
Phone: 573-1680      FAX: 573-1723

APPROVED BY: \_\_\_\_\_