



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

December 9, 2024

Tim Cornelius
Florida DEC Program Coordinator
Institute of Police Technology and Management
12000 Alumni Drive
Jacksonville, FL 32224

RE: Project Name: Drug Recognition Expert (DRE) Call-Out
Project Number: M5OT-2025-00230
DOT Contract Number: G3357

Dear Mr. Cornelius:

We have reviewed your request to approve the below contract between the Institute of Police Technology and Management and the Port St. Lucie Police Department to allow reimbursement of overtime expenses for Drug Recognition Experts conducting investigations for driving under the influence, as part of the above referenced highway safety subgrant program.

Your request is hereby **approved**. Please include a copy of this approval along with a copy of the executed subcontract when requesting reimbursement.

A copy of this letter will become a part of your permanent project file. If you have any questions, please contact Lakeisha White at (850) 414-4116.

DocuSigned by:

Chris Craig

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Chris Craig, CPM, FCCM
Traffic Safety Administrator

CC/lw

Enclosures

cc: Contract File
Financial File



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

December 9, 2024

Mr. Chris Craig
Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, FL 32399

RE: Project # **M5OT 2025-00230**
Contract # **G3357**
Drug Recognition Expert (DRE) Call-Out

Dear Mr. Craig:

IPTM is requesting contract approval under the above-mentioned sub-grant program. This request will allow us to reimburse overtime expenses for Drug Recognition Experts conducting investigations for driving under the influence.

Please review and approve the attached agreement for reimbursement under this sub-contract. The contractor is Port St. Lucie Police Department, and amount to be reimbursed will not exceed \$3,000.00. This subcontract will replace any pre-existing subcontract with this agency.

If you have any questions, please contact me.

Sincerely,

Tim Cornelius
Florida DEC Program Coordinator

Enclosure

DRUG RECOGNITION EXPERT CALL-OUT OVERTIME REIMBURSEMENT CONTRACT SPECIFICATIONS

Contract Cost

Total not to exceed \$ 3,000.00

Period of Performance

Date of execution to September 30, 2025

Purpose and Scope

To reimburse Florida law enforcement agencies for the overtime costs incurred for the performance and immediate documentation of qualified drug influence evaluations related to possible violations of Florida Statute 316.193, Driving Under the Influence

Agency Requirements

The agency may be reimbursed for the actual, fully burdened overtime costs incurred for the qualified drug influence evaluations performed on overtime status by certified Drug Recognition Experts (DREs) employed by the agency.

- A qualified drug influence evaluation shall be one that is:
 - Conducted by a certified Drug Recognition Expert (DRE) employed by the agency at the time of the evaluation.
 - Conducted on overtime status.
 - Conducted in compliance with accepted DRE protocols.

For each qualified drug influence evaluation for which overtime reimbursement is requested, the DRE is required to:

- Report the evaluation to the Florida DRE Coordinator by submitting the required information for invoicing via the online platform, the Integrated Program Activity Submission System (iPASS).
- Enter the evaluation into the DRE National DRE Data System (NDDS)

Only overtime costs directly associated with the response to, performance of, and documentation of drug influence evaluations as a result of possible violations of Florida Statute 316.193, Driving Under the Influence, are eligible for reimbursement.

The agency will NOT be reimbursed for unallowable costs, including but not limited to the following:

- Work hours that occurred outside of the contract's period of performance.

- Regular work hours (straight time).
- Work hours for which the agency is reimbursed through other funding sources, including a subgrant with the Florida Department of Transportation (FDOT) or other state or federal funds.
- Work hours of personnel that do not possess an active certification as a Drug Recognition Expert (DRE) at the time of the occurrence.
- Work hours related to depositions, court appearances, or other legal proceedings.
- Work hours related to DRE program administration or training.
- Work hours related to prisoner transport, crash investigations, or other law enforcement activities that are not directly associated with the response to, performance of, and documentation of drug influence evaluations as a result of possible violations of Florida Statute, 316.193, Driving Under the Influence.
- Costs that are in excess of the remaining funding available under this agreement
- Transportation, materials, or other expense costs.

Compensation and Invoicing

The agency must submit invoices to the Institute of Police Technology and Management (IPTM) requesting reimbursement of qualified overtime costs. One all-inclusive invoice per pay period is preferred; however, if not submitted on a pay period basis, invoices must be submitted at least monthly for months in which qualified, reimbursable overtime activities took place.

Invoices shall be submitted via the online platform, the Integrated Program Activity Submission System (iPASS). Each invoice shall be accompanied by the following documentation:

- Drug Influence Evaluation face sheet(s) for each included evaluation
- Payroll documentation that clearly indicates that the hours worked conducting a drug influence evaluation under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, the Institute of Police Technology and Management can only reimburse for an amount up to the total costs incurred for the overtime worked; therefore, the contracting agency must include either a pay stub or payroll ledger documentation indicating payment to each officer for which reimbursement is requested. It is the responsibility of the agency to redact any personally identifiable information (PII) such as social Security numbers prior to submission.

Invoices and required documentation should be submitted via the online platform, the Integrated Program Activity Submission System (iPASS).

Overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment

and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403. Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the “fully burdened” overtime costs, the agency can be reimbursed for the additional benefit paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include the associated portions of FICA (Social Security and Medicare), Worker’s Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

A final invoice must be received by October 10, 2025, or payment will be forfeited.

Designated Signatory Authority

NAME	TITLE
<u>Brianne Nasso</u>	<u>Grants/Budget Analyst</u>
<u> </u>	<u> </u>

Agreement Expiration and Termination

The Drug Recognition Expert Overtime Call-out Reimbursement Agreement will expire on September 30, 2025, or when the total funding available in the agreement has been exhausted, whichever comes first.

By written notice to the agency, IPTM may terminate this agreement prior to the above listed expiration if the agency fails to comply with the terms, conditions, or requirements of this agreement, the applicable sections of Part V: Acceptance and Agreement of Project M5OT-2025-00230, Contract G3357, any other FDOT subgrant project awarded to the agency, or the evaluation and reporting protocols of Florida’s Drug Evaluation and Classification Program.

This agreement shall be effective on the date that the last party signs below.

**University of North Florida Training & Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

Vince Smyth, Associate Vice President

Date

Port St. Lucie Police Department

Leo Niemczyk, Chief of Police

Date

59-6141662

Agency Federal ID No.

CONTRACTUAL SERVICES AGREEMENT
REVIEWED AND APPROVED

DocuSigned by:

Chris Craig

12/09/2024 | 2:27 PM EST

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TRAFFIC SAFETY ADMINISTRATOR DATE

Rev. 10.2025

Attachment

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project #: M5OT-2025-00230. A final invoice must be received by October 10, 2025 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.
- v. **DBE Assurance.** 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 Subrecipient or the Department deems appropriate.

- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.
- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
 - 1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 - 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 - 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA
 - 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- xi. **Indemnification and Insurance.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's

officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the

other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.