

Financial Assistance Agreement between the
Florida Department of Law Enforcement
And
Orlando Police Department

This agreement is entered into by and between the Florida Department of Law Enforcement (FDLE) and the **Orlando Police Department** (herein referred to as "participating agency"); and

WHEREAS, the parties entered into a Multi-Agency Voluntary Cooperation Mutual Aid Agreement (MAA) to establish terms and conditions for the purpose of facilitating and providing technical assistance and equipment in criminal investigations in Florida, which became effective upon signature of the authorized representative of the parties and will remain in effect until June 30, 2016; and

WHEREAS, the MAA provides that the participating agency agrees to provide technical and investigative assistance upon request; and

WHEREAS, FDLE has obtained budget authority for the 2014-2015 fiscal year to reimburse the participating agency for certain overtime, fuel, and per diem costs, expended in the course of investigative operations;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

A. SCOPE OF WORK AND DELIVERABLES

This agreement provides for the reimbursement of participating agency costs to participate in investigative operations or related training. The participating agency will provide task force members to work overtime, provide vehicles and fuel for the personnel, and provide personnel with necessary training. Task force members must be approved by the FDLE task force leader and must pass an FDLE background investigation. FDLE will not reimburse costs incurred for providing technical and investigative assistance within the participating agency's normal jurisdiction. Activities shall be considered authorized only when approved and directed by an FDLE supervisor or command designee. FDLE's task force coordinator or designee shall maintain activities logs that will demonstrate the involvement of specific employees or agents provided by the parties to this agreement, including each operation's supervisor or designated leader.

Due to the nature of investigative operations, it is not possible to quantify minimum performance measures such as the specific number of operations, number of overtime hours, or amount of fuel and training resources that will be required over the agreement period. Additionally, active criminal intelligence information, active criminal investigative information, and information revealing surveillance techniques or procedures or personnel are exempt from public records disclosures under section 119.071(2), F.S.; therefore, specific activities will not be detailed in this agreement. FDLE will determine the specific required services and activities and associated costs based on the nature of each investigation.

B. PAYMENT/COST REIMBURSEMENT

1. FDLE agrees to reimburse the participating agency for overtime expenses paid to personnel employed by the participating agency for overtime incurred while participating in investigative operations or training pursuant to the MAA. FDLE will reimburse up to \$5,000.00 per fiscal year in paid overtime hours approved by the task force leader for each such person at an overtime rate consistent with the participating agency's established pay and compensation policy. A copy of the participating agency's current policy will be provided to FDLE upon execution of this agreement.
2. FDLE agrees to reimburse the participating agency for vehicle fuel costs, at the rate of 44.5 cents per mile, expended by such participating agency for fuel used by personnel employed by the participating agency and operating a participating agency vehicle, while participating in investigative operations or training pursuant to the MAA. FDLE will reimburse up to \$2,500.00 in vehicle fuel costs per fiscal year (July 1 – June 30) for each such participant.
3. FDLE agrees to reimburse the participating agency for travel and per diem expenses to each participant employed by such participating agency for employee travel and per diem costs incurred in conjunction with investigative operations or training pre-approved by the task force leader pursuant to the MAA. FDLE will reimburse up to \$5,000.00 in per diem expenses per fiscal year (July 1 – June 30) for each such participant. All expenditures related to travel must be in accordance with the terms and conditions of this agreement and section 112.061, F.S.
4. FDLE agrees to reimburse the participating agency for registration and training costs for training pre-approved by the task force leader pursuant to the MAA. FDLE will reimburse up to \$5,000.00 in registration and training costs per fiscal year (July 1 – June 30) for each such participant.
5. This agreement authorizes funding of up to \$17,500 per individual task force member assigned to the task force by the participating agency. Available funds may be reprogrammed based on the operational needs of the task force; therefore, the actual amount to be reimbursed may be reduced subject to the availability of funds.
6. The participating agency agrees to follow invoicing procedures for the 2014-2015 fiscal year as specified in Attachment A.
7. The parties agree that all expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
8. The parties agree that the agency may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
9. The parties agree that any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE.

C. TERM OF AGREEMENT

This agreement is effective from July 1, 2014, through June 30, 2015.

D. FUNDING AVAILABILITY

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature and the availability of program funds.

E. INSPECTION OF RECORDS

1. The parties agree that the participating agency will retain backup documentation and records sufficient to demonstrate the participating agency's compliance with the terms of this agreement for at least five years from the date of each invoice issued, and agree to allow FDLE or its designee, the Chief Financial Officer (CFO), or the Auditor General access to such records, upon request, for audit purposes.
2. The participating agency shall ensure that audit working papers are made available to FDLE or its designee, CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by FDLE.

F. FINANCIAL CONSEQUENCES

FDLE will only reimburse the participating agency for authorized activities. FDLE will not reimburse the participating agency for costs incurred for any purpose other than investigative operations pursuant to the MAA or training pursuant to this agreement. FDLE will not reimburse any cost that is not invoiced and documented as required by this agreement.

G. MONITORING

1. Funds provided under this agreement are state financial assistance and are subject to audits and monitoring by FDLE. This is a new financial assistance program that has not yet been assigned a CSFA. FDLE will provide the participating agency with the CSFA number as soon as it is available.
2. In addition to reviews of audits conducted in accordance Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include on-site visits by FDLE. By entering into this agreement, the participating agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FDLE. The participating agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or Auditor General.

H. AUDITS

PART I: STATE FUNDED

This part is applicable if the participating agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the participating agency expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such participating agency, the participating agency must have a state single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the participating agency shall consider all sources of state financial assistance, including state financial assistance received from FDLE, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. The participating agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting

package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the participating agency expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the participating agency expends less than \$500,000 in all state funding in its fiscal year and is exempt from the audit requirements, the participating agency's CFO or designee shall provide written notice of exemption to FDLE. The notice of exemption from audit shall include the participating agency's fiscal year, contract number of the award from FDLE, catalog of state financial assistance number, amount of the award, and statement that the participating agency is exempt from the audit requirements for its fiscal year due to the threshold requirements for an audit.

The notice of exemption from audit shall be submitted no later than 9 months after the end of the participating agency's fiscal year.

PART II: OTHER AUDIT REQUIREMENTS

Pursuant to Section 215.97(8)(n), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, FDLE, as the State-awarding agency, will arrange for funding the full cost of such additional audits.

PART III: REPORT SUBMISSION

1. Copies of financial reporting packages or exemption notice required by Part I of this agreement shall be submitted by or on behalf of the participating agency directly to each of the following:
 - A. FDLE at the following address:
Investigations and Forensic Science Program Office
Florida Department of Law Enforcement
Post Office Box 1489
Tallahassee, FL 32302
 - B. The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
2. Any reports, management letter, or other information required to be submitted to FDLE pursuant to this Contract shall be submitted in accordance with Florida Statutes and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Participating agencies, when submitting financial reporting packages to FDLE for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General should indicate the date that the reporting package was delivered to the participating agency from the independent auditor in correspondence accompanying the reporting package delivered to FDLE.

I. TERMINATION

- 1. FDLE may terminate this agreement in the event funding becomes unavailable, effective immediately upon receipt by the participating agency of a notice of termination for cause.
- 2. FDLE may unilaterally terminate this agreement for refusal by the participating agency to allow public access to all documents, papers, letters, or other material made or received by the participating agency in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).
- 3. This agreement will terminate immediately upon termination of the MAA between FDLE and the participating agency.

J. SIGNATURE

This agreement may be duplicated for dissemination to all parties, and such duplicates shall be of the same force and effect as the original.

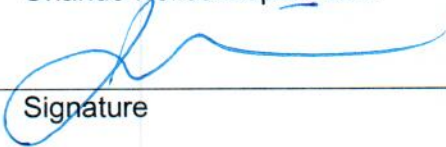
IN WITNESS WHEREOF, FDLE and the participating agency agree to the terms and conditions of this agreement as set forth above.

K. ATTACHMENTS

Attachment A: Invoicing Requirements

PARTICIPATING AGENCY
Orlando Police Department

STATE OF FLORIDA
DEPARTMENT OF LAW ENFORCEMENT





Signature

Signature

John Mina
Name

Daniel P. Banks
Name

Chief
Title

Special Agent in Charge, Orlando Region
Title

10-1-14
Date

9-5-14
Date

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES.

Attachment A
Invoicing Requirements

Invoice Frequency

Invoices must be submitted no later than three months after the expenses were incurred but no more frequently than monthly

Submission Information

Invoices should be submitted to the task force leader at

ASAC Rich Piccininni
Orlando Regional Operations Center
500 West Robinson Street
Orlando, FL 32801

Payment Information

Payments will be remitted to the participating agency at

FEID #: _____

Address:
Orlando Police Department
100 S. Hughey Avenue
Orlando, FL 32801

General Requirements

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof.

All invoices must reflect a summary of reimbursable expenses paid by the participating agency for the reporting period for each participant incurred for investigative operations or training pursuant to the MAA. All invoices must include the total reimbursement amount claimed by the participating agency, the contract number, and the billing period.

All costs invoiced must directly relate to an authorized task force investigation or pre-approved training, and a task force assigned case number or training title must be provided for cost claimed.

Overtime:

For each case or training, provide the name and title of each task force member who worked overtime, the number of hours worked by each member, and the dates on which the overtime was incurred.

Maintain documentation to support that the overtime was

- paid to personnel employed by the participating agency
- incurred while participating in investigative operations or training pursuant to the MAA
- consistent with the participating agency's established pay and compensation policy..

Specific documentation may include but is not limited to timesheets, payroll registers, and a copy of the pay and compensation policy.

Mileage

For each case or training, provide the name and title of each task force member who incurred mileage, the number of miles driven by each member, and the dates on which the mileage was incurred.

Maintain documentation to support that the fuel costs were

- expended by the participating agency
- for fuel used by personnel employed by the participating agency
- incurred while operating a participating agency vehicle
- incurred while participating in investigative operations or training pursuant to the MAA.

Specific documentation may include but is not limited to mileage logs and fuel receipts.

Per Diem, travel expenses, or training registration costs

For each case or training, provide the name and title of each task force member who incurred training, per diem, or travel costs, the specific costs incurred by each member and the amount of each, and the dates on which the costs were incurred.

Maintain documentation to support that the per diem and travel costs were

- for a participant employed by such participating agency
- incurred in conjunction with investigative operations or training pre-approved by the task force leader pursuant to the MAA.
- were in accordance with the terms and conditions of this agreement and section 112.061, F.S.

Maintain documentation to support that training costs were

- incurred for training pre-approved by the task force leader pursuant to the MAA.

Specific documentation may include but is not limited to travel forms in accordance with s. 112.061, Florida Statutes, training documentation including agendas, registration confirmation, completion certificates, etc., receipts for costs incurred, written documentation of pre-approval of training by the task force leader.

Documentation:

For all costs, maintain documentation to verify that the costs were:

- Incurred during the agreement period
- paid by the participating agency prior to requesting reimbursement
- directly related to a specific case or training

Signature:

The invoice must be signed by the participating agency's chief official and must include a certification that the costs claimed are true and valid costs incurred in accordance with the agreement and do not exceed the annual cost limitations.

****A sample invoice form is available and can be obtained on CJNET.****