

Financial Assistance Agreement between the
Florida Department of Law Enforcement
And
Orlando Police Department
Electronic Surveillance Support Team Task Force Agreement

This agreement is entered into by and between the Florida Department of Law Enforcement (FDLE) and *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, 2017; 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 2016-2017 fiscal year to reimburse the participating agency for certain overtime expended in the course of investigative operations;

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

OVERVIEW AND FUNDING

Term of Agreement

Agreement is effective from 07/01/2016 to 06/30/2017.

Upon execution of agreement, the participating agency will furnish the Department with written notice of designated contacts for Chief Financial Officer and Project Director/Coordinator which will coordinate with the Department's grant manager to fulfill requirements set forth in Section 215.971, F.S., relative to this agreement.

Program Activities and Scope of Work

This agreement provides reimbursement, not to exceed \$300,000 of participating agency costs and not to exceed \$17,500 per individual task force member, to work overtime while participating in investigative operations.

Deliverables, Performance and Reports

Task force members will conduct operations during the 2016-2017 state fiscal year, according to the MAA. Task force members must be approved by the FDLE task force leader and must pass an FDLE background investigation. 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 activity 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 or number of overtime hours 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.

The participating agency agrees to provide supporting documentation for expenditures as specified in Attachment A.

Distribution and Payments

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 pursuant to the MAA. FDLE will reimburse up to \$17,500 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.

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.

The participating agency agrees to follow invoicing procedures for the 2016-2017 fiscal year as specified in Attachment A.

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.

The parties agree that the agency may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

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.

The Recipient agrees to be bound by the following standard conditions:

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.

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.

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. FDLE will not reimburse any cost that is not invoiced and documented as required by this agreement.

Monitoring

1. Funds provided under this agreement are state financial assistance and are subject to audits and monitoring by FDLE. The assigned CSFA number for this financial assistance program is 71010.
2. In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include onsite 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.

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), F.S.

1. In the event that the participating agency expends a total amount of state financial assistance equal to or in excess of \$750,000 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, F.S.; 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), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), F.S, 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 \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If the participating agency expends less than \$750,000 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. The Florida Department of Law Enforcement at the following address:

ATTN: Petrina T. Herring
Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
 - 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 the correspondence accompanying the reporting package delivered to FDLE.

Termination

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.

1. 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 Section 24(a) of Art. I of the State Constitution and Section 119.07(1), F.S.
2. This agreement will terminate immediately upon termination of the MAA between FDLE and the participating agency.

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.

ATTACHMENTS

Attachment A: Invoicing Documentation

PARTICIPATING AGENCY
ORLANDO POLICE DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF LAW ENFORCEMENT

Signature

Signature

John W. Mina
Name

Name

Orlando Police Dept. Chief of Police
Title (Agency Head)

Special Agent in Charge, Orlando Region
Title

Date

Date

FEID #

100 S. Hughey Ave.

Orlando, FL 32801
Address

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