

**Financial Assistance Agreement between the
Florida Department of Law Enforcement
and
Clearwater Police Department**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Clearwater Police Department (herein referred to as "Recipient" or "Participating Agency"); and

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, 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; and

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

WHEREAS, the Department has budget authority and available funds for the 2018-19 fiscal year to reimburse the Participating Agency for eligible costs resulting from allowable activities as defined in this agreement incurred during the course of investigative operations.

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

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. Certification or attestation of the receipt of deliverables from an FDLE Task Force Leader must be received and accepted by FDLE's Office of Criminal Justice Grants (OCJG) prior to payment and are subject to subsequent audit and review to the satisfaction of the FDLE. FDLE's determination of acceptable expenditures shall be conclusive.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. Any travel paid from this agreement will be in accordance with State of Florida travel guidelines, including maximum rates for per diem, mileage, and lodging rates.

OVERVIEW AND FUNDING

Project Title

Electronic Surveillance Support Team and Cyber High Tech Task Force

Term of Agreement

Project Start Date: 07/01/2018

Project End Date: 06/30/2019

Program Activities and Scope of Work

This grant provides reimbursement, not to exceed \$12,500 per task force member, to participate in investigative operations or related training. The Recipient will provide task force members to work overtime, provide vehicles and fuel for the personnel, and provide personnel with necessary FDLE-approved training.

Total reimbursement for all participating agencies for the ESST/CHT task force under FDLE's appropriation shall not exceed \$300,000.

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.

Deliverables, Performance and Reports

Task force members will conduct operations during the 2018-19 state fiscal year according to the MAA. Task force members must be approved by FDLE's task force leader and must pass a FDLE background investigation. Activities shall be considered authorized only when approved and directed by a FDLE supervisor or command designee. FDLE's task force coordinator or designee shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement, including each operation's supervisor or designated leader.

The deliverables for this agreement is the completion of training in direct support of task force activities, and the performance of task force investigative activities and operations by authorized task force members as directed by the FDLE task force leader or supervisor. The minimum performance for these activities will be determined based on the needs of each investigation and communicated to task force members by the supervisor or task force leader.

Documentation of performance and deliverables will consist of signature certification by an FDLE task force leader or supervisor on each payment invoice. The Department will determine the specific required services and activities and associated costs based on the nature of each investigation. Active criminal intelligence information, active criminal investigative information, and information revealing surveillance techniques, 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 or subsequent performance or expenditures reports.

Distribution and Payments

This award is a cost-reimbursement agreement for eligible costs incurred during the term of the agreement for satisfactory performance of eligible activities described in the Budget Narrative. Only project costs incurred on or after the start date, and on or prior to the end date are eligible for reimbursement. Expenditures must be supported with documentation and verified prior to payment.

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 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.

Budget Narrative

The total available for all participating task force agencies under this program is \$300,000. Requests for payment will be processed and paid in the order received by FDLE up to the total \$300,000 available for all participating agencies.

Funds will be reimbursed up to an annual maximum of \$12,500 per task force participant.

Overtime (Salaries and Benefits):

Grant funds will be used to pay overtime or straight-time pay in excess of a task force member's contracted regular pay hours for participating in joint task force operations under the direction of an FDLE task force leader.

Expense – (Travel and Training):

Grant funds will be used to pay travel costs for task force members participating in FDLE approved training in direct support of joint task force operations. Training funded under this Agreement must receive pre-approval from the FDLE HQ Investigation and Forensic Sciences/Cyber High Tech Crimes, Special Agent Supervisor and/or the ESST or Cyber Inspector assigned to the IFS/HQ Cyber High Tech Crime unit in Tallahassee via email using the standard FDLE travel/training email format. Recipient shall submit pre-approval request through their local FDLE Task Force leader. The Task Force Leader will coordinate approval of the training event with FDLE IFS Cyber High Tech Crime Unit in Tallahassee. The request shall include the following:

- Task Force member name
- Task Force member agency
- Name and number of training course
- Date of training
- Location of training
- Estimated cost of training, to include a breakout of registration, travel and per diem expenses

Recipients shall provide documentation of the training approval as backup with the request for reimbursement.

Grant funds will be used to pay mileage costs for task force members utilizing the Recipient's vehicles in joint task force operations under the direction of an FDLE task force leader. Mileage will be documented in a sufficient manner to be directly attributable to joint task force operations, and reimbursed at a rate in accordance with State of Florida travel guidelines.

All expenditures related to travel must be in accordance with the terms and conditions of this agreement and will be reimbursed by FDLE up to the amount paid by Recipient, not to exceed amounts specified in section 112.061, F.S. Per Diem may be reimbursed at a rate not to exceed \$80 per day. Meals will be reimbursed at the State of Florida rate of \$6 for Breakfast, \$11 for lunch, and \$19 for dinner.

Documentation must support the per diem and travel were for a participant employed by the Recipient, incurred in conjunction with investigative operations or training pre-approved by the task force leader pursuant to the MAA, and were in accordance with this agreement and F.S. 112.061. Documentation includes, but is not limited to, agendas, training certifications, registration confirmation, payment receipts, etc.

Supporting backup documentation for all travel costs will consist of those specified in this section and Florida Statute, and recorded on a State of Florida Travel Voucher.

Supporting backup documentation for all personnel costs will consist of the Recipient's written compensation and pay plan, timesheets supporting time worked was in excess of the individual's regular pay and contracted hours, payroll records supporting the amount of personnel costs paid, and time/activity records supporting time worked were for approved task force activities.

STANDARD TERMS AND CONDITIONS

Financial Expenditure Reports, Payment, and Invoice Requirements

The Recipient shall submit monthly invoices to the Department. Invoices shall be signed by the Recipient's Chief Financial Officer or the Chief Financial Officer's designee. The final invoice for payment shall be submitted to the Department no more than 30 days after the end date of the agreement.

Financial Consequences

If the Recipient fails to perform in accordance with this agreement, the Department will apply financial consequences as described in accordance with sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to withholding funds, withholding payments until deficiency is corrected, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent permitted, or termination of the agreement. Any payment made in reliance on the Recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment to the extent of such error.

Overpayments and Offsets

The Recipient shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Recipient by the Department, and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Recipient or its auditor, or upon written notice by the Department, the Recipient will be charged interest at the lawful rate of interest on the outstanding balance until returned.

Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Recipient under this or any other contract or agreement.

Financial Management

The Recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded. The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

Subcontracts

The Department may conduct, and Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this Agreement, and will not assign the responsibility for this Agreement to another party. If

the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Conflict of Interest

The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law

The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters

Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

Compliance with Statutes, Rules, and Regulations

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the FDLE which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Civil Rights

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited

The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records

As required by section 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in section 119.011(12), F.S. as prescribed by section 119.07(1) F.S., made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

Notice of Legal Actions

The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Records, Retention

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits

The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, F.S.).

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; 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 Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, 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.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient 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. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to section 215.97(8), F.S., 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, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes:

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Petrina T. Herring
Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with section 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds.

Recipient's Confidential and Exempt Information

By executing this agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient

as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs:

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and section 119.07(1), F.S.

In the event funds for payment pursuant to this agreement become unavailable, the Department may terminate this agreement with twenty-four (24) hour written notice in writing to the Recipient. The Department shall be the final authority as to the appropriation, availability and adequacy of funds.

In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity.

The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient.

This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.


No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original.

In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

PARTICIPATING AGENCY
CLEARWATER POLICE DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF LAW ENFORCEMENT



Signature

Signature

JAVIER W. SLAUGHTER

Name

Name

CHIEF OF POLICE

Title (Agency Head / Chief Official)

Special Agent in Charge, Tampa Bay Region

Title

7/19/2018

Date

Date

59-6000289

FEID #

Signature

645 Pierce St.

Address to Remit Payment

Bureau Chief, Office of Criminal Justice Grants

Title

Clearwater, FL 33756

City, Zip

Date

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

Signature Page - Renew the revised Financial Assistance Agreement between the Florida Department of Law Enforcement and Clearwater Police Department 2018-2019

Countersigned:

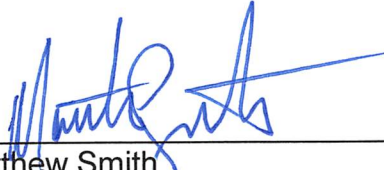
CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:



Matthew Smith
Assistant City Attorney

Rosemarie Call
City Clerk