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14-1495



Florida Department of  
Law Enforcement

Richard L. Swearingen  
Commissioner

**Business Support**  
**Office of Criminal Justice Grants**  
Post Office Box 1489  
Tallahassee, FL 32302-1489  
(850) 617-1250  
www.fdle.state.fl.us

Rick Scott, Governor  
Pam Bondi, Attorney General  
Jeff Atwater, Chief Financial Officer  
Adam Putnam, Commissioner of Agriculture

February 23, 2015

Ms. Dayna L. Bhaggan  
Public Safety Grants Manager  
City of Ft. Lauderdale  
1300 W. Broward Blvd  
Fort Lauderdale, FL 33312

Re: Contract No. G2014-01

Dear Ms. Bhaggan:

The Florida Department of Law Enforcement is pleased to award an agreement for State Financial Assistance to your unit of government in the amount of \$47,000 for the project entitled, Ft. Lauderdale Anti-synthetic Designer Drug Initiative. These funds shall be utilized for the purpose of combating the selling and manufacturing of synthetic drugs within the City of Ft. Lauderdale. A copy of the approved contract with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

As you may be aware, information from contracts and performance reports are currently provided to the State of Florida Department of Financial Services via the Florida Accountability Contract Tracking System (FACTS). This grant contract and all subsequent correlating information including general contract, performance, amendment/modification information and a copy of the contract document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida for transparency in government spending. If this contract agreement contains confidential or exempt information not subject to disclosure under public records law, Chapter 119, F.S., (such as disclosure of equipment for certain undercover operations that may result in sensitive information on grant documents) please contact the Office of Criminal Justice Grants for information on requesting exemption from public records disclosure.

We look forward to working with you on this project. Please contact Operations Review Specialist Alicia Murphy at (850) 617-1256 or Senior Management Analyst Supervisor Martha McWilliams at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring  
Bureau Chief

PTH/am

Enclosures

14-1495

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
And  
City of Ft. Lauderdale**

This Agreement is entered into by and between the Florida Department of Law Enforcement with headquarters in Tallahassee, Florida (herein referred to as the "Department"), and the City of Ft. Lauderdale (herein referred to as the "Recipient"), a local unit of government located in Broward County; 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 Department has a need for such services and does hereby agree to provide state financial assistance to Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, the Department has authority pursuant to Chapter 2014-51, Laws of Florida, Section 4, Specific Appropriation 1263, Grants and Aids, Special Projects, for a single non-recurring grant provided to the Recipient for the City of Ft. Lauderdale Anti-synthetic Designer Drug Initiative, to disburse the funds under this agreement.

**OVERVIEW AND FUNDING**

**I. Term of Agreement**

Agreement is effective from 07/01/2014 to 06/30/2015.

**II. Program Activities and Scope of Work**

The Department will provide state financial assistance, not to exceed \$47,000, to support the Recipient's efforts in the South Florida High Intensity Drug Trafficking Area's strategy of targeting the region's illicit drug threats. These funds will be used for the explicit purpose of combating the selling and manufacturing of synthetic drugs within the City of Ft. Lauderdale.

Funds will be used to pay approximately 600 hours of overtime over the course of one year for five sworn law enforcement personnel, including one sergeant and four detectives, to conduct undercover investigative activities in support of these efforts. Funds will also be used to lease a vehicle for use in these activities.

**III. Deliverables, Performance and Reports**

Personnel will conduct a minimum of 12 synthetic marijuana and designer drug enforcement operations during the 2014/2015 fiscal year. Measureable outcomes are to increase the total number of synthetic marijuana grams seized by 10% over 2012; and to increase the combined total number of Molly and EDMA grams seized by 10% over 2012.

The Recipient agrees to provide supporting documentation for expenditures to verify costs were:

- Incurred during the agreement period;
- Supports overtime was paid to personnel employed by the participating agency;
- Incurred while participating in investigative operations or training pursuant to the funded investigative activities; and
- Consistent with the Recipient's established pay and compensation policy.

Supporting documentation will accompany all requests for reimbursement.

Specific documentation may include, but not limited to, timesheets, payroll registers, and copy of agency pay/compensation policy or guidelines.

The Recipient agrees to provide a programmatic or performance reports of program accomplishments detailing measurable outcomes, accomplishments, benefits and/or changes as a result of activities. A detailed performance report will accompany all requests for reimbursement.

#### **IV. Distribution and Payments**

The Department agrees to reimburse the Recipient for overtime expenses paid to personnel employed by the Recipient for overtime incurred while participating in authorized project activities. The Department will reimburse up to \$39,260 in paid overtime hours at an overtime rate consistent with the Recipient's established pay and compensation policy. A copy of the participating agency's current policy will be provided to the Department upon execution of this agreement.

The Department agrees to reimburse the Recipient for the lease of one vehicle for use by personnel employed by the Recipient while participating in authorized project activities. The Department will reimburse up to \$7,740 in vehicle costs.

The Recipient agrees to invoice the Department for expenditures using the forms provided in Attachment A. The Recipient has the option of submitting invoices quarterly or semiannually for payment by the Department. All final requests for reimbursement of expenditures for this agreement will be submitted to the Department no later than 30 days after the termination of the agreement.

#### **STANDARD CONDITIONS**

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

1. The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.
2. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post audit thereof.
3. 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), Florida Statutes.
4. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this agreement by the Department.

5. Expenditures of state financial assistance shall 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 published by the Florida Department of Financial Services.
6. This agreement subjects the Department to charges only for allowable costs resulting from obligations incurred during the term of the agreement. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
7. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
8. Any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Department.
9. The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

## **TERMS OF AGREEMENT**

### **MODIFICATION**

Either party may request changes to, or modification of this agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement.

### **RECORDKEEPING**

All original records pertinent to this agreement shall be retained by the Recipient for five years following the date of termination of this agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for three years after final disposition.
3. Records relating to real property acquisition shall be retained for three years after closing of title.

All records, including supporting documentation of all program costs and expenditures, shall be sufficient to determine compliance with the requirements and objectives of the Florida Single Audit Act and all other applicable law and regulations.

The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

### **LIABILITY**

Unless Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this Agreement shall be construed to affect in any way the City of Fort Lauderdale's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

#### AUDIT REQUIREMENTS

The Recipient, as classified by the Department of Financial Services for receiving State Financial Assistance, is subject to the Florida Single Audit Act (FSAA), 215.97 F.S. The Department of Financial Services will perform an audit of this agreement and the grant manager's records in order to ensure that adequate internal controls are in place for complying with the terms and conditions of such agreements and for validation and receipt of goods and services.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Law Enforcement staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Law Enforcement. In the event the Department of Law Enforcement determines that a limited scope audit of the recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of Law Enforcement staff to the recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; 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 nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed herein, the Recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate 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), 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, the State awarding agency must arrange for funding the full cost of such additional audits.*

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:

- A. The Department of Law Enforcement at each of the following addresses:

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

**DEFAULT, FINANCIAL CONSEQUENCES, REMEDIES, AND TERMINATION**

If the necessary funds are not available to fund this agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this agreement or any previous agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.
3. If any reports or documentation for invoices required by this agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;
4. If the Recipient has failed to perform and complete in timely fashion any of the services required under this agreement.

If the Recipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following

remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth herein;
2. Commence an appropriate legal or equitable action to enforce performance of this agreement;
3. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;
4. Exercise any other rights or remedies which may be otherwise available under law;

The Department may terminate this agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this agreement.

This agreement may be terminated by the written mutual consent of the parties.

Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

**NOTICE AND CONTACT**

All notices provided under or pursuant to this agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this agreement. The name and address of the Department contract and grant manager for this agreement is:

Petrina T. Herring  
Bureau Chief  
Florida Department of Law Enforcement  
Post Office Box 1489  
Tallahassee, Florida 32302-1489

The name and address of the Representative of the Recipient responsible for the administration of this agreement is:

Dayna Bhaggan  
Public Safety Grants Manager  
City of Ft. Lauderdale  
1300 W. Broward Blvd  
Fort Lauderdale, FL 33312

In the event that different representatives or addresses are designated by either party after execution of this agreement, notice of the name, title and address of the new representative will be rendered as provided in the manner stated above.

**OTHER PROVISIONS**

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 effect 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.

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.

With respect to any Recipient which is not a local government or state agency, and which receives funds under this agreement from the federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.



Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this agreement.

**SUBCONTRACTS**

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.

**STATE LOBBYING PROHIBITION**

The Recipient agrees to abide by F.S. 216.347. 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.

**LEGAL AUTHORIZATION**

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.

**PAYMENTS**

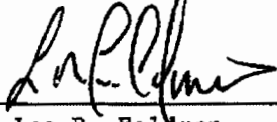
Pursuant to Section 215.422, F.S., the Department shall issue payments within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Failure to issue the warrant within 40 days may result in the Department paying interest at a rate as established pursuant to Section 55.03(1), F.S.. The interest penalty, if applicable, shall be paid within 15 days after issuing the warrant.

Persons experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2824 or by calling the State Comptroller's Hotline at 1-800-848-3792.

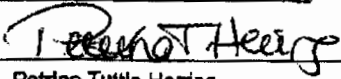
In witness thereof, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

SEE ATTACHED SIGNATURE PAGE 8(A)

**RECIPIENT**

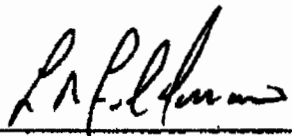
By:   
Name and Title: Lee R. Feldman  
City Manager  
Date: \_\_\_\_\_  
SAMAS #: 072219595  
Federal ID #: 596000319

**DEPARTMENT OF LAW ENFORCEMENT**

By:   
Name and Title: Petrina Tuttle Herring  
Bureau Chief  
Date: 2/23/2015

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**  
**OPERATION "MOLLY"**

**CITY OF FORT LAUDERDALE REPRESENTATIVES:**

  
\_\_\_\_\_  
Lee R. Feldman, City Manager  
Pursuant to Resolution No. 14-62

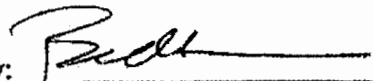
Date: 1-29-15

**ATTEST:**

  
\_\_\_\_\_  
Jonda K. Joseph, City Clerk

Date: 2-4-15

Approved as to form and legal sufficiency  
subject to execution by the parties:

By:   
\_\_\_\_\_  
Bradley H. Weissman, Esquire  
Assistant City Attorney/Police Legal Advisor

Date: 1/28/15