

RESOLUTION NO. 24-94

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE FY23-24 STATE ASSISTANCE FOR FENTANYL ERADICATION IN FLORIDA PROGRAM FOR THE POLICE DEPARTMENT; AUTHORIZING A MUTUAL AID AGREEMENT FOR THE GRANT; AND AUTHORIZING A BUDGET AMENDMENT TO REFLECT THE RECEIPT AND EXPENDITURE OF THESE FUNDS.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. Chief of Police, Eusebio Talamantez, is authorized to accept and deliver on behalf of the City that certain Grant Agreement between the City and the Florida Department of Law Enforcement, in the amount of Fifty-Nine Thousand Four Hundred Thirty-Six Dollars and No Cents (\$59,436.00), in substantially the form **attached** as Exhibit A, and Addendum A to the Florida Department of Law Enforcement Voluntary Cooperation Mutual Aid Agreement for the grant, in substantially the form **attached** as Exhibit B, as both are presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.
2. Budget Amendment #15 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2023 and ending September 30, 2024, to reflect the receipt and expenditure of these funds, as shown on and in accordance with the **attached** Exhibit C.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 22 day of February 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**Financial Assistance Agreement between the
Florida Department of Law Enforcement
And
Panama City Beach Police Department**

Recipient: Panama City Beach Police Department

FLAIR Vendor ID: F59-6045116

Project Period: 07/01/2023 – 06/30/2024

Project Title: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program

Agreement Number: 2023-SAFE-SF-049

CSFA Catalog Number: 71.122

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Panama City Beach 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 General Appropriations Act, 2023 Legislature, Section 4, Specific Appropriation 1272, Grants and Aids – S.A.F.E in Florida Program, provides \$15,000,000 in nonrecurring funds from the General Revenue Fund and \$5,000,000 in nonrecurring funds from the Operating Trust Fund for the State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program for the Recipient to be reimbursed for the eligible costs outlined in this agreement; and

WHEREAS, the Department may pay for services or equipment on behalf of the Recipient, the value of these payments will be considered State Financial Assistance to the Recipient and should be reported as such by the Recipient; 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

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

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.

To receive S.A.F.E. funds, the Recipient will submit a Case Request form to the S.A.F.E. Executive Board for approval of funding for each individual case. Upon approval of the case for funding, the Recipient shall submit a Funding Request form showing estimated expenditures and the amount of funding requested.

Monthly, the Recipient will submit a Reimbursement Request to receive payment for expenditures incurred the previous month.

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: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program

Project Start Date: 07/01/2023

Project End Date: 06/30/2024

Program Activities and Scope of Work

Grant funding is available to conduct investigations designed to combat illegal fentanyl activity. This grant provides reimbursement for approved fentanyl-related investigative operations, which may include: overtime and related benefits; relevant travel and/or training costs; purchase of investigative supplies and equipment; relevant contractual services; and for other costs associated with cases focusing on fentanyl eradication.

Available funds will be distributed based on the operational needs of each agency's investigations as approved by the S.A.F.E. Executive Board.

Deliverables, Performance and Reports

Recipient agencies will conduct operations during the 2023-2024 state fiscal year according to the signed Mutual Aid Agreement (MAA). Activities shall be considered authorized only when approved by the S.A.F.E. Executive Board. The Recipient shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement.

The deliverables for this agreement are the completion of one or more of the activities listed in the Scope of Work. The minimum performance for these activities will be determined based on the needs of each investigation.

Documentation of performance and deliverables will consist of signature certification by the Regional Special Agent in Charge (SAC) on each payment invoice. FDLE will approve 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, with the ability to advance, 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

Requests for payment will be processed and paid subject to FDLE approval.

Overtime (Salaries and Benefits):

Grant funds will be used to pay overtime or straight-time pay in excess of Recipient personnel's contracted regular pay hours for participating in the S.A.F.E. in Florida Program. Employer portion of FICA and retirement may be requested for reimbursement on overtime expenses.

In order to receive reimbursement, the Recipient will provide supporting backup documentation for all overtime costs, to consist of 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 S.A.F.E. in Florida Program activities.

Expense – (Travel and Training):

Grant funds may be used to pay training registration and/or travel costs for agency members participating in FDLE-approved training in direct support of S.A.F.E. in Florida Program operations. Fees for certification are unallowable under this Agreement.

Training and/or Travel costs funded under this Agreement must receive **pre-approval** from FDLE using the Funding Request form. In order to receive reimbursement for training and/or travel, the Recipient shall submit the signed form as preapproval documentation with the Recipient's request for reimbursement. Failure to provide the signed approval request at the time of reimbursement will result in the training and/or travel costs being deemed unallowable.

All expenditures related to travel will not exceed amounts specified in section 112.061, F.S., or other State of Florida travel guidelines. In order to receive reimbursement for training/travel costs, the Recipient must complete the State of Florida Travel Voucher and provide supporting documentation, including but not limited to: agendas, completion certificates, registration confirmations, lodging receipts, transportation receipts, etc.

Contractual Services, Equipment, Supplies, and Other Costs:

Grant funds may be used to reimburse equipment, supplies, and other costs directly related to S.A.F.E. in Florida Program operations, as pre-approved by the S.A.F.E. Executive Board.

In order to receive reimbursement for equipment, supplies, and other costs, the Recipient must provide supporting backup documentation, including but not limited to: Funding Request form with FDLE approval signature, invoices, payment receipts, etc.

ADMINISTRATION

For assistance with any contract or financial issues, the Florida Department of Law Enforcement can contact:

Recipient Contract/Grant Manager

Name: MICHAEL MARTIN
Title: GRANT ADMINISTRATOR
Address: 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FLORIDA 32413
Phone: 850-233-5100 EXT 2332
Email: MICHAEL.MARTIN@PCBFL.GOV

Recipient Financial Contact

Name: DEBRA GIBSON
Title: FINANCE DIRECTOR
Address: 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FLORIDA 32413
Phone: 850-233-5100 EXT 2334
Email: DEBRA.GIBSON@PCBFL.GOV
Agency FEID Number: F59-6045116
Remit Address: 17115 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

Fiscal Year 2023-2024 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

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.

Section I: Project Implementation

Legal Authority: 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.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

Section II: Payments

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

Section III: Project and Grant Management

Personnel Changes: The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. 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. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able 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. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. 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, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract 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.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Section IV: Mandatory Disclosures

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.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

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.

Non-Disclosure Agreements: 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 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.

Section V: 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 Department 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.

Lobbying Prohibited: The Recipient shall comply with the provisions of 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.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through

appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

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.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except 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.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged

against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

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.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Section VI: Records, Audits, and Information Security

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 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.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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 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, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§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, the Recipient must have a single audit or project-specific

audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and 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 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 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 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 §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 this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
BSP Office of Planning and Budgeting
ATTN: Nathan Pate
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

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 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 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.

Section VII: Penalties, Termination, Dispute Resolution, and Liability

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

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 §119.07(1), F.S. 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.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the 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 of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

AWARD SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement
Business Support Program**

Bureau Chief Signature: _____

Printed Name and Title: _____

Date: _____

**Recipient
Panama City Beach Police Department**

Agency Head/Chief Official Signature: _____

Printed Name and Title: _____

Date: _____

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

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT
VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.)
INITIATIVE**

WHEREAS, the below subscribed law enforcement agencies, the Parties to this mutual aid agreement, have joined together to create the STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) Mutual Aid group, hereinafter referred to as the S.A.F.E. INITIATIVE, intended to combat the fentanyl crisis by identifying fentanyl related crimes, to include: racketeering, drug law violations, and related criminal violations, and by dismantling organized criminal groups engaging and targeting major violators in such activity which may affect single or multiple jurisdictions;

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies involved in the S.A.F.E. INITIATIVE;

NOW THEREFORE, the Parties agree to carry out their respective duties and responsibilities as outlined below, subject to controlling law, policies or procedures, and in consideration of the mutual interests and understandings herein expressed:

**Intent Statement, S.A.F.E. INITIATIVE Goals, Nature of Law Enforcement
Assistance and Voluntary Cooperation to be Rendered**

It is the intention of the Florida Department of Law Enforcement (FDLE) to establish the S.A.F.E. INITIATIVE as a mechanism by which area law enforcement agencies can dedicate resources for the purpose of targeting the following criminal activity which must have a nexus to fentanyl, including but not limited to racketeering, drug law violations, related criminal violations, firearms violations, and dismantling organized criminal groups engaging in such activity in violation of Florida State Statutes that may affect single or multiple jurisdictions.

The principal purpose of the S.A.F.E. INITIATIVE shall be the successful arrest and prosecution of violators of the laws noted herein, and similar violations, with particular

emphasis placed on efforts designed to identify and dismantle organized criminal enterprises with a nexus to fentanyl.

The S.A.F.E. INITIATIVE efforts shall include, but are not limited to: undercover operations designed to detect illegal activity with a nexus to fentanyl, including but not limited to violations of Florida Statutes Chapters 782, 790, 893, and 895. The use of surveillance equipment and techniques; the arrest and prosecution of those involved in illegal activity; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such illegal activity; and the referral of investigative leads and intelligence to such other federal, state, or local law enforcement authorities, as may be required and appropriate under the S.A.F.E. INITIATIVE

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the S.A.F.E. INITIATIVE, which shall be to enforce laws regulating violations of criminal law.

Nothing herein shall otherwise limit the ability of participating S.A.F.E. INITIATIVE members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the S.A.F.E. INITIATIVE efforts; with the operations of the S.A.F.E. INITIATIVE being coordinated with the FDLE and other S.A.F.E. INITIATIVE members.

Procedure for Requesting Assistance

Law enforcement officers assigned to the S.A.F.E. INITIATIVE operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this Agreement and continued participation by FDLE and one or more S.A.F.E. INITIATIVE member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

Organization, Command and Supervisory Responsibility

Each participating agency shall contribute personnel and resources to the S.A.F.E. INITIATIVE in such numbers as are agreed to by the participating agency and FDLE. Participating agencies shall assign personnel to the S.A.F.E. INITIATIVE based upon

their investigative experience and the operations needs of the S.A.F.E. INITIATIVE. Final acceptance of personnel assigned to the S.A.F.E. INITIATIVE shall rest with FDLE.

The respective FDLE Regional Special Agents in Charge throughout the State of Florida, together with their chain of command, will review and approve S.A.F.E. INITIATIVE operations with input from the various Partner agencies to this MAA in whose jurisdictions potential cases arise.

When operating outside the jurisdiction of the participating investigative agency, the assigned managing FDLE supervisor (ASAC or designee) shall be responsible for the operational command and day-to-day administration of all S.A.F.E. INITIATIVE operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed. When engaged in S.A.F.E. INITIATIVE operations that have been approved by and involve FDLE, as contemplated by this MAA, unit members who do not otherwise have jurisdictional authority shall have full jurisdictional authority anywhere in the State of Florida, although principally focused within their "standard operational area" as set forth in Addendum A, with full power to enforce Florida laws and to avail themselves of the provisions of this Agreement.

S.A.F.E INITIATIVE members operating outside their agency's jurisdiction shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved MAA activities as stated herein.

Pursuant to Section 23.127(1), Florida Statutes, the Party's S.A.F.E. INITIATIVE members participating in the MAA shall, when engaging in authorized mutual cooperation and assistance pursuant to this MAA, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the law enforcement jurisdictional area of their respective agencies.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. If at any time an FDLE supervisor or command designee determines that assistance pursuant to this MAA should be terminated, it shall be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No S.A.F.E. INITIATIVE member shall engage in activities outside the jurisdictional territory of his or her agency, except as approved by the S.A.F.E. MAA coordinator (assigned FDLE supervisor) or designee and any such activity must be documented as provided herein. The MAA coordinator or designee shall maintain activities logs that will demonstrate the involvement of specific employees or agents provided by the Parties to this MAA, including each operation's supervisor or designated leader. Specific authorization and approval from both FDLE and the respective agency Party supervisory personnel shall be obtained when unit members will be acting with FDLE outside of their "standard operational area" as set forth in Addendum A. FDLE shall be entitled to conduct audits and inspections of task force operations and records.

Whenever an operation occurs outside of a S.A.F.E. INITIATIVE team's "standard operational area" set forth in Addendum A, the Special Agent in Charge (SAC) for the FDLE office in the region affected shall be notified about the presence of the S.A.F.E. INITIATIVE personnel in his region.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by a S.A.F.E. INITIATIVE member of an agency Party.

During the absence of the managing FDLE supervisor, or as deemed necessary by the managing FDLE supervisor, any member assigned to the S.A.F.E. INITIATIVE may be designated as an interim team leader to manage operational S.A.F.E. INITIATIVE matters.

Activities shall be considered authorized only when approved and actually directed as provided herein by the assigned FDLE supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless approved and supervised as provided herein and related to the S.A.F.E. INITIATIVE operations, or unless same have been encountered directly incident to an approved and supervised S.A.F.E. INITIATIVE operation.

If a conflict arises between an order or direction provided by the FDLE S.A.F.E. INITIATIVE supervisor and a member's employing agency's rules, standards, or policies, the conflict shall promptly be reported to the S.A.F.E. INITIATIVE supervisor and to the supervisor of that S.A.F.E. INITIATIVE member's agency chain of command. The FDLE S.A.F.E. INITIATIVE supervisor, in conjunction with the member's agency supervisor, shall attempt to resolve the conflict in a manner that will allow the operation

to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to implement an S.A.F.E. INITIATIVE.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the S.A.F.E. INITIATIVE when engaged in S.A.F.E. INITIATIVE operations. In the absence of a written memorandum of understanding or attachments, the policies and procedures to be utilized by S.A.F.E. INITIATIVE members shall be clearly identified by the assigned FDLE S.A.F.E. INITIATIVE supervisor. However, as stated above, no member will be expected or required to violate or otherwise fail to maintain the member's employing agency's standards of conduct, rules or policies.

Jurisdiction

For purposes of the Mutual Aid Agreement (MAA), "S.A.F.E. INITIATIVE unit members as used herein shall mean the sworn members of the non-FDLE agency Parties to this agreement who are assigned to the S.A.F.E. Initiative in accordance with the MAA.

FDLE and each agency Party to this agreement have executed the signature page attached hereto as Addendum A, which includes specific information concerning the primary geographic scope of this MAA for regional areas of the State associated with FDLE Regional Operations Centers, and identification of the agency Party entering into this agreement, and other particular information all of which is incorporated herein as though fully set out in the text of the main agreement.

Nothing contained in this MAA is intended to prevent personnel from performing their normal duties as assigned by their respective agencies.

Powers, Privileges, Immunities, Costs, and Liability-Related Issues

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in S.A.F.E. INITIATIVE operations pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in S.A.F.E. INITIATIVE activities or operations, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to carry out the purposes of the S.A.F.E. INITIATIVE, and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury, or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death, and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this Agreement is intended to or is to be construed as any transfer or contracting away of the powers or functions of one party hereto or the other.

Obligation to Coordinate with Prosecutor's Office

A key objective of the S.A.F.E. INITIATIVE is the protection of Florida's public safety and security, and the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the S.A.F.E. INITIATIVE are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling S.A.F.E. INITIATIVE generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials.

Civil or administrative actions derived from S.A.F.E. INITIATIVE operations are likewise to receive coordinated efforts from S.A.F.E. INITIATIVE members. The FDLE S.A.F.E. INITIATIVE supervisor shall monitor the efforts of S.A.F.E. INITIATIVE members in support of criminal prosecutions and civil actions. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of S.A.F.E. INITIATIVE to assure the expected level of support from S.A.F.E. INITIATIVE members is occurring. Failure by a member of the S.A.F.E. INITIATIVE to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the S.A.F.E. INITIATIVE.

Property Seizure and Forfeiture Considerations

No funds or other property seized during the S.A.F.E. INITIATIVE operations are to be utilized for any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more-member agencies. Forfeiture actions based upon seizures made by the S.A.F.E. INITIATIVE shall be based upon current statutory and case law. The Parties agree that the lead investigative agency, through its attorneys, will be primarily responsible under this Agreement for pursuing all S.A.F.E. INITIATIVE forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall consider their relative roles in support of the efforts of S.A.F.E. INITIATIVE. It is agreed the Florida Department of Law Enforcement will be allocated a minimum of 25% of any seized asset forfeitures as a result of the S.A.F.E Initiative Investigation.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of the S.A.F.E. INITIATIVE cases may request copies of forfeiture complaints and pleadings filed by reason of S.A.F.E. INITIATIVE seizures, and such copies shall promptly be provided to the requestor. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of S.A.F.E. INITIATIVE member agencies in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the S.A.F.E. INITIATIVE is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements, are available to the S.A.F.E. INITIATIVE, provided the property under consideration otherwise qualifies under law for such consideration. Forfeiture actions shall be further governed by the terms, conditions, and guidelines described in Section 932.704(11)(a), Florida Statutes.

Evidence and Records

The Parties agree that all the S.A.F.E. INITIATIVE reports and records shall be maintained and retained by FDLE, and shall be identified as the S.A.F.E. INITIATIVE reports, provided, however, that S.A.F.E. INITIATIVE members may retain copies of such reports and records for their respective purposes.

Evidence shall be seized in accordance with each S.A.F.E. INITIATIVE member's agency guidelines and all evidence seized in these operations shall be maintained by the participating local member's agency's in whose jurisdiction the evidence was initially seized absent special alternate arrangements. FDLE shall be entitled to conduct audits and inspections of the S.A.F.E. INITIATIVE operations and records including the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Terms of Agreement

This MAA shall become effective upon signature of the authorized representative of the parties, and shall remain in effect unless otherwise terminated until June 30, 2024. Any party, upon thirty (30) days written notice, may terminate this MAA.

This MAA represents the entire agreement between the Parties. Any alteration or amendment of the provisions of this MAA shall only be valid upon being reduced to writing, duly signed by authorized personnel of each of the parties and attached to the original.

This Agreement shall remain in full force as to all participating agency Parties until or unless earlier canceled in writing by the Florida Department of Law Enforcement as to all or separate Parties, or as canceled in writing by an individual Party as provided herein. However, if the S.A.F.E. INITIATIVE continues operations beyond June 30, 2024, the Agreement shall be automatically extended on a month-by-month basis, not to extend past September 30, 2024, until such time as each participating Party has ratified a revised or subsequent written Agreement. This Agreement supersedes any prior agreements amongst the participating Agency Parties regarding the facilitating and providing of technical assistance and equipment in criminal investigations in Florida.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Office of the Office of the General Counsel (OGC), Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing. A copy of this agreement, with all signature pages, will be filed with the FDLE Mutual Aid Office pursuant to statute.

IN WITNESS WHEREOF, the Commissioner of FDLE has signed below and the authorized representative of the Agency Party has signed Addendum A (attached) on the date specified.



Mark Glass, Commissioner,

13 Jul 2023
Date signed

Florida Department of Law Enforcement

Legal Review by  (attorney initials)
OGC

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

BA# 15

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-0000-334.20-15	Federal Grants FDLE SAFE Fentanyl	-	(59,436)	(59,436)
TO	001-2101-521.64-55	Machinery and Equipment Grant	-	28,036	28,036
TO	001-2101-521.14-10	Salaries Overtime	632,170.00	15,670	647,840
TO	001-2101-521.21-10	Matching FICA	600,000.00	1,200	601,200
TO	001-2101-521.22-20	Retirement Sworn	1,230,200.00	3,130	1,233,330
TO	001-2101-521.55-10	Training and Education	125,700.00	3,400	129,100
TO	001-2101-521.52-60	Investigative	10,300.00	8,000	18,300
		Check Adjustment Totals:	2,598,370	0	2,598,370

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect the award of \$59,436 grant funding from FDLE for the State Assistance For Fentanyl Eradication (S.A.F.E.) and to appropriate the grant funds for the purchase of 1 TruNarc tester, training, overtime, and special investigation funds for the City's police department

FINANCE REVIEW: _____

RESOLUTION #: _____

DATE: _____