

# Memorandum



DATE: April 5, 2016

Agenda Item No. 3(B)(4)

TO: Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez  
Mayor

SUBJECT: Resolution Retroactively Authorizing the County Mayor to apply for Receive and Expend Grant Funds from the Florida Department of Law Enforcement Statewide Criminal Analysis Laboratory System, Resolution No. R-251-16

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor or County Mayor's designee to apply for, receive, and expend grant funds from the Florida Department of Law Enforcement's Statewide Criminal Analysis Laboratory System for the Miami-Dade Police Department (MDPD) Forensic Services Bureau Crime Laboratory. The grant funds are awarded in accordance with statutory mandates. Matching funds are not required. The grant period is effective October 1, 2015, through September 30, 2016.

## Scope

The grant will support countywide services.

## Fiscal Impact/Funding Source

Miami-Dade County receives funds from the Florida Department of Law Enforcement's Statewide Criminal Analysis Laboratory System pursuant to Sections 943.32 and 943.35 of the Florida Statutes.

## Track Record/Monitor

These funds will be monitored by MDPD's Gustavo Knoepffler, Chief Financial Officer, and Stephanie Stoiloff, Senior Bureau Commander, Forensic Services Bureau, to ensure compliance with grant requirements.

## Delegation of Authority

The County Mayor or County Mayor's designee is authorized to apply for, receive and expend grant funds and to execute documents such as contracts, agreements and memoranda of understanding, and amendments, as required by program guidelines following review by the County Attorney's Office for legal sufficiency. Also, the County Mayor or County Mayor's designee is authorized to execute the contract contained therein and to execute any amendments, additional agreements and memoranda of understanding that allow for the continued receipt and expenditure of grant funds.

**Background**

Retroactive ratification of this resolution is necessary as the funding agency, the Florida Department of Law Enforcement, provided MDPD with the grant agreement for these funds after the beginning of the fiscal year. Section 943.32 of the Florida Statutes established the Florida Department of Law Enforcement Statewide Criminal Analysis Laboratory System and Section 943.35 detailed the state funds. This system is comprised of the Florida Department of Law Enforcement's laboratories and the five (5) locally funded laboratories in Broward, Indian River, Palm Beach, Pinellas, and Miami-Dade counties. These laboratories employ professional staff who provide the law enforcement community a variety of forensic services, including, but not limited to, crime scene, DNA, firearms, toxicology, and trace evidence analysis. Also, as a partially state-funded laboratory, the MDPD may be requested by any Florida law enforcement agency outside of Miami-Dade County to provide crime laboratory services. These state funds must be managed and reported in accordance with Florida Statutes, as well as, the grant management requirements of the Florida Department of Law Enforcement and Miami-Dade County.



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Russell Benford  
Deputy Mayor

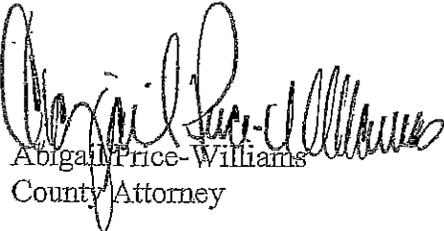


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** April 5, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 3(B)(4)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 3(B)(4)  
4-5-16

RESOLUTION NO. R-251-16

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE AND EXPEND GRANT FUNDS FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT STATEWIDE CRIMINAL ANALYSIS LABORATORY SYSTEM AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AND EXECUTE THE CONTRACT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN AND TO EXECUTE AMENDMENTS, ADDITIONAL AGREEMENTS AND MEMORANDUM OF UNDERSTANDING THAT ALLOW FOR THE CONTINUED RECEIPT AND EXPENDITURE OF GRANT FUNDS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board retroactively authorizes the County Mayor or County Mayor's designee to apply for, receive and expend grant funds from the Florida Department of Law Enforcement Statewide Criminal Analysis Laboratory System, pursuant to Florida Statutes, Sections 943.32 and 943.35; authorizes the County Mayor or County Mayor's designee to execute the contract, in substantially the form attached to this resolution, and exercise all provisions contained therein; this Board further authorizes the County Mayor or County Mayor's designee to execute amendments, additional agreements and memorandum of understanding as may be required by grant guidelines, that allow for the continued receipt and expenditure of grant funds, following review by the County Attorney's Office for form and legal sufficiency.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman		aye
	Esteban L. Bovo, Jr., Vice Chairman		aye
Bruno A. Barreiro	absent	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	absent	Xavier L. Suarez	aye
Juan C. Zapata	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of April, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

Suzanne Villano-Charif

Financial Assistance Agreement between the  
Florida Department of Law Enforcement

And

Miami-Dade Police Department Forensic Services Bureau

This Agreement is entered into by the and between the Florida Department of Law (herein referred to as the "Department"), and the Miami-Dade Police Department Forensic Services Bureau (herein referred to as 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

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

WHEREAS, the Department has authority pursuant to Florida law and specifically pursuant to Sections 943.35-943.361, Florida Statutes, for providing funding for the Recipient's to provide crime laboratory services on a regular and ongoing basis to meet the forensic science service needs of criminal justice agencies.

**OVERVIEW AND FUNDING**

**I. Term of Agreement**

Agreement is effective from 10/1/2015 to 9/30/2016.

**II. State Criminal Analysis Laboratory System Overview**

Section 943.32, Florida Statutes, establishes a statewide criminal analysis laboratory system composed of the FDLE laboratories and five locally-funded laboratories in Broward, Indian River, Miami-Dade, Palm Beach and Pinellas Counties, specifically designated in s. 943.35 to be eligible for state matching funds.

Fines are collected through criminal fines statewide, by Clerks of Court and forwarded to FDLE pursuant to Sections 938.03, 938.07 and 938.55, Florida Statutes. These include mandatory fines imposed for driving or boating under the influence and discretionary fines the courts may impose when a locally-funded crime laboratory provides services that are used in the prosecution of any violation included in Title XLVI, CRIMES, chapters 775-896 of the Florida Statutes (943.361, F.S.).

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

The Department will provide state financial assistance according to a pre-determined percentage distribution based on population served. The funds shall not to exceed 75 percent of the actual operating cost for the Recipient. These funds will be disbursed in quarterly disbursements to the Recipient for the equipment, health, safety and training of member crime laboratories of the statewide criminal analysis laboratory system.

**IV. Deliverables, Performance and Reports**

The Recipient will provide crime laboratory services on a regular and ongoing basis during the 2015-1016 contract period to meet the forensic science service needs of criminal justice agencies within the Recipient's jurisdiction. The Recipient will maintain adequate staffing levels and provide

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forensic discipline services based on the specific needs of the law enforcement community it serves, as directed by the Recipient's governing board, county commission, or public unit of governance, and in accordance with established policies and procedures. The Recipient shall provide a copy of the appropriate documentation within 30 days of execution of the agreement.

As a partially state-funded laboratory, the Recipient may be called upon by any Florida law enforcement official to provide crime laboratory services, even if the agency is outside the Recipient's regular geographic jurisdiction. The Recipient will provide assistance when possible, based on availability of services, current staffing and workload levels, and the Recipient's internal acceptance guidelines.

The Recipient will be reimbursed not to exceed 75 percent of the actual operating costs including, but not limited to, salaries, benefits, expenses and operating capital outlay. Forensic discipline services to be reimbursed include the following:

- Biology/DNA
- Chemistry
- Crime Scene
- Digital evidence
- Firearms
- Latent prints
- Toxicology
- Trace evidence

Recipient may not utilize funds received as part of this agreement for the following:

- Identification photography
- Identification of fingerprints, other than latent
- Polygraph
- Electronic surveillance
- Medical examiners

The standards for workload completion for each crime laboratory are outlined below. These figures are based on calculations applied to previous annual submitted reports from each laboratory. To meet minimum performance the Recipient will complete a minimum of 90% of the standard workload cases below by the end of the contract period. Cases must be documented in accordance with each laboratory's policies and procedures and verifiable on the Recipient's annual workload data report.

Crime Laboratory	Standards for Workload Completion
Broward County Sheriff's Crime Laboratory	11,400
Miami-Dade Police Department Crime Laboratory	18,250
Indian River Crime Laboratory*	1,000
Palm Beach County Crime Laboratory	6,150
Pinellas County Forensic Laboratory	5,650

\* Indian River Crime Laboratory service area includes the 19<sup>th</sup> Judicial Circuit: Indian River, St. Lucie, Martin and Okeechobee counties.

On or before October 15, 2015, the Recipient shall submit to the Department an annual written report containing the following information:

**Operating Budget:** The actual operating cost of the immediate prior fiscal year and the approved operating budget for the current fiscal year

Operating budgets will indicate the portion of the operating expenses funded by local or federal sources and will specify the amount of the local appropriation to be used as the basis for computing the state's maximum 75 percent funding contribution.

**Workload Data:** including, but not limited to, the volume of casework received and completed by type and sources of workload by law enforcement agency for the contract period.

**Expenditure Tracking:** The actual expenditures procured with funding provided by the disbursement of fines through this agreement during the immediate prior contract period. Expenditures must be categorized by laboratory discipline and be easily identifiable should a request for invoices and proof of payment be deemed necessary.

A subsequent annual report is also required by October 15, 2016.

**V. Distribution and Payments**

Payments will be issued as quarterly distribution of revenue, (i.e. cash advances), and the Recipient may only retain funds up to an amount equal to 75 percent of Recipient's actual operating cost, excluding any federally-funded expenditures, for the Recipient's fiscal year. After the close of the Recipient's current fiscal year September 30, 2016, the amount distributed under this contract will be compared to the Recipient's actual crime laboratory expenditures as disclosed in the Recipient's subsequent annual report. Any state funds in excess of the 75 percent threshold, as well as any balance of unobligated funds, must be refunded to the Department by November 30, 2016.

Invoicing by the Recipient is not necessary. At the beginning of each quarter, The Department will evaluate the revenue collected, calculate the distribution amounts, and generate an internal memorandum to initiate the disbursement.

The funds received during the laboratory's fiscal year must be applied to the laboratory's current operating budget, and expenditures incurred outside the contract period (October 1, 2015 – September 30, 2016) are not eligible.

The actual amount disbursed to the Recipients will be a percentage of the fines collected. The percentage will be based on the population of the counties served by the Recipient, using the 2014 population estimates published by the Florida Legislature, Office of Economic and Demographic Research.

For this contract period, the Recipient will receive 35.69% of the collected funds.

<b>Crime Laboratory</b>	<b>Population Served</b>	<b>% of Total Distribution</b>
Broward County Sheriff's Crime Laboratory	1,803,903	24.63%
Indian River Crime Laboratory*	612,189	8.36%
Miami-Dade Police Department Crime Laboratory	2,613,692	35.69%
Palm Beach County Crime Laboratory	1,360,238	18.57%
Pinellas County Forensic Laboratory	933,258	12.74%
<b>Total</b>	<b>7,323,280</b>	<b>100.00%</b>

\*Indian River Crime Laboratory service area includes the 19<sup>th</sup> Judicial Circuit: Indian River, St. Lucie, Martin, and Okeechobee counties.

**VI. Funding Availability**

Awards under this program are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

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## VII. Financial Consequences

In the event the Recipient ceases providing crime laboratory services during this contract period, a final report shall be submitted to the Department to include the actual operating costs from the beginning of this contract through the date the Recipient ceased laboratory operations. The actual costs will be compared to the distributions to date, and any state funds in excess of 75 percent of the actual operating costs must be refunded to the Department by November 30, 2016.

In the event the Recipient does not meet minimum performance requirements for total cases worked/completed, a financial consequence equal to the same percent not worked/completed will be imposed on the next distribution. For example, if the Recipient meets 85% of the standard for cases work, it will have failed to meet the minimum performance criteria by 5%; therefore, an amount equal to 5% of the total funding for that Recipient for the contract period will be deducted from the next payment distribution.

If the annual report identifies any ineligible expenditures for disciplines other than those approved under this agreement, the crime laboratory will be required to reimburse the Department within 30 days of notification.

If the Recipient fails to provide criminal laboratory services as directed by the Recipient's governing unit and as outlined in this Agreement, additional distributions of cash will be withheld and future funding under this program may be jeopardized.

## 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 annual 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.
6. This agreement subjects the Department to charges only for allowable costs resulting from obligations incurred during the term of the agreement.
7. Any balances of unobligated cash that have been advanced or paid that are 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.

1. If any litigation, claim, or audit is started before the expiration of the five year period and extends beyond the five year period, the records must 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 Miami-Dade Police Department Forensic Services Bureau 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. Additional audit and monitoring information is provided below. 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.*

**NOTICE OF EXEMPTION FROM AUDIT**

If the Recipient expends less than \$500,000 in all state funding in its fiscal year and is exempt from the audit requirements, the Recipient's Chief Financial Officer or designee shall provide written notice of exemption to FDLE. The notice of exemption from audit shall include the Recipient's fiscal year, name of the award from FDLE, catalog of state financial assistance number, amount of the award, and statement that the Recipient is exempt from the audit requirements for its fiscal year due to the threshold requirements for an audit.

The notice of exemption from audit shall be submitted to Petrina T. Herring at below address by March 1 following the end of the Recipient's fiscal year.

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:

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

ATTN: Petrina Tuttle 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

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

DEFAULT, 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.

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; and
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:

Alicia Murphy  
Operations Review Specialist  
Florida Department of Law Enforcement  
Post Office Box 1489  
Tallahassee, Florida 32302-1489

#### 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 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.

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

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. The State Lobbying Prohibition form is attached.

#### 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.

ATTACHMENTS  
EXHIBIT – 1

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
Name and Title: Carlos A. Gimenez, Mayor  
Date: \_\_\_\_\_  
SAMAS #: \_\_\_\_\_  
Federal ID #: 596-000-573

DEPARTMENT OF LAW ENFORCEMENT

By: \_\_\_\_\_  
Name and Title: Petrina T. Herring  
Bureau Chief  
Date: \_\_\_\_\_

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
Name and Title: Juan J. Perez, Director  
Miami-Dade Police Department  
Date: \_\_\_\_\_

**Florida Department of Law Enforcement  
State Funding Agreement  
Agreement Number CL005**

**EXHIBIT – 1**

State resources awarded to Miami-Dade Police Department Forensic Services Bureau pursuant to this agreement consist of the following:

**~~MATCHING RESOURCES FOR FEDERAL PROGRAMS:~~**

Federal Program: not applicable

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project awarded by: Florida Department of Law Enforcement  
Catalog of State Financial Assistance title: Statewide Criminal Analysis Laboratory System  
Catalog of State Financial Assistance number: 71.002  
Amount awarded: 35.69%

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