

## **BRADENTON POLICE DEPARTMENT SUBRECIPIENT AGREEMENT FOR THE HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM (HIDTA)**

**THIS AGREEMENT**, made and entered into between Melanie Bevan, as Chief of Police on behalf of the Bradenton Police Department, whose address is 100 10th St W, Bradenton, FL 34205, holding tax exempt status, hereinafter referred to as "BPD," and the City of North Port, Florida, whose principal and local address is 4970 City Hall Blvd, North Port, FL 34286, hereinafter referred to as "SUBRECIPIENT." The BPD and the SUBRECIPIENT are collectively referred to herein as the Parties.

### **WITNESSETH:**

**WHEREAS**, on July 20, 2020, the Executive Office of the President, Office of National Drug Control Policy awarded a grant to BPD for the High Intensity Drug Trafficking Areas (HIDTA) Program for a period of two (2) years beginning on January 1, 2020; and

**WHEREAS**, SUBRECIPIENT as a member of Central Florida HIDTA acknowledges the obligations of participation in the program; and

**WHEREAS**, BPD, as a fiduciary of Central Florida HIDTA desires to reimburse SUBRECIPIENT for its performance to support the activities, programs and projects of Central Florida HIDTA upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

### **SECTION 1: GENERAL PROVISIONS.**

- a) The term "SUBRECIPIENT" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees participating in activities of Central Florida HIDTA under this Agreement.
- b) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- c) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUBRECIPIENT certify they are authorized to bind SUBRECIPIENT fully to the terms of this Agreement.
- d) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement.
- e) When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.
- f) It is agreed that nothing herein contained is intended or should be construed as in any manner

creating or establishing a relationship of co-partners between the parties, or as constituting SUBRECIPIENT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of BPD for any purpose, or in any manner, whatsoever.

- g) Persons employed by SUBRECIPIENT to participate in the functions of Central Florida HIDTA pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to BPD's officers and employees either by operation of law or by BPD.
- h) No claim for reimbursement by SUBRECIPIENT not specifically provided for herein shall be honored by BPD.

## **SECTION 2: SUBRECIPIENT RESPONSIBILITIES.**

- a) SUBRECIPIENT acknowledges that funding for HIDTA operations is in the form of a federal grant and agrees to abide by all requirements set forth in the Grant Agreement and the HIDTA Program Policy and Budget Guidance Manual located on the National HIDTA Assistance Center (NHAC) website at [https://www.nhac.org/hidta\\_guidance/Program\\_Policy\\_and\\_Budget\\_Guidance2020.pdf](https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2020.pdf).
- b) SUBRECIPIENT shall be responsible for submittal of reimbursement requests in a format acceptable to BPD as detailed in Section 7 of this Agreement.
- c) Neither BPD's review, approval or acceptance of, nor payment of any reimbursement invoice, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. SUBRECIPIENT shall be and remain liable to BPD in accordance with applicable law for all damages to BPD caused by SUBRECIPIENT's negligent or improper reimbursement requests. BPD is responsible to validate such damages or loss to SUBRECIPIENT.
- d) The rights and remedies of BPD, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- e) SUBRECIPIENT shall disclose any potential conflicts of interest to this Agreement to BPD prior to execution of the Agreement or if discovered after execution, as soon as SUBRECIPIENT is aware of the potential conflict of interest.

## **SECTION 3: BPD RIGHTS AND RESPONSIBILITIES.**

- a) BPD shall reasonably cooperate with SUBRECIPIENT in a timely fashion as set forth in this Section.
- b) BPD shall furnish a BPD Representative, as appointed by the Designated Representative to administer, review and coordinate the payment of all reimbursement requests.
- c) BPD shall make BPD personnel available where, in BPD's opinion, they are required and necessary to assist SUBRECIPIENT. The availability and necessity of said personnel to assist SUBRECIPIENT shall be determined solely at the discretion of BPD.
- d) BPD shall examine all of SUBRECIPIENT's reimbursement requests and indicate BPD's approval or

disapproval within a reasonable time so as not to materially delay the reimbursement of SUBRECIPIENT.

- e) BPD shall transmit instructions, relevant information, and provide interpretation and definition of BPD policies and decisions with respect to matters pertinent to the reimbursements covered by this Agreement.
- f) BPD shall give written notice to SUBRECIPIENT whenever BPD's Designated Representative knows of a development that affects the performance of this Agreement.

#### **SECTION 4: REIMBURSEMENT.**

Reimbursement requests, and all financial matters, shall be as set forth in Exhibit A, Reimbursement Procedures.

#### **SECTION 5: INVOICE PROCESS.**

- a) Invoices shall be submitted in the format in Exhibit C. Invoices shall be submitted on a quarterly basis to the appropriate HIDTA Group Supervisor for approval no later than fifteen (15) days following the end of the prior quarter. For this agreement, the end of each quarter is the months of December, March, June and September. Invoices without disputable items will be processed for payment within thirty (30) days of receipt of an approved invoice by BPD.
- b) SUBRECIPIENT will be notified of any disputable items contained in invoices submitted by SUBRECIPIENT within fifteen (15) days of receipt by BPD with an explanation of the deficiencies.
- c) BPD and SUBRECIPIENT will make every effort to resolve all disputable items contained in SUBRECIPIENT invoices.

#### **SECTION 6: TERM/LENGTH OF AGREEMENT.**

This Agreement shall commence January 1, 2021 and shall terminate on December 31, 2022 or until terminated pursuant to the terms of this Agreement.

#### **SECTION 7: DESIGNATED REPRESENTATIVES.**

- a) BPD designates BPD's Assistant Chief of the Operations Division or his/her designated representative, to represent BPD in all matters pertaining to and arising from this Agreement.
- b) BPD's Assistant Chief of the Operations Division, or his/her designated representative, shall have the following responsibilities:
- c) Transmission of instructions, receipt of information, and interpretation and definition of BPD's policies and decisions with respect to this Agreement.
- d) Giving prompt notice to SUBRECIPIENT whenever BPD's designated representative knows of a change necessary in the project.

- e) Until further notice from BPD, the designated representative for this Agreement is:

**Paul McWade**  
**Assistant Chief of the Operations Division Bradenton Police Department**  
**100 10th Street West Bradenton, FL 34205**

- f) SUBRECIPIENT's designated representative is:

**Todd Garrison**  
**Chief of Police**  
**North Port Police Department 4980 City Hall Blvd.**  
**North Port, FL 34286**

## **SECTION 8: EMPLOYEES**

- a) SUBRECIPIENT may engage employees at its discretion and is responsible for all such employees.
- b) SUBRECIPIENT shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- c) BPD will not intentionally award publicly funded contracts to any SUBRECIPIENT 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 (/NA)]. BPD shall consider the employment by SUBRECIPIENT of unauthorized aliens, a violation of Section 274A (e) of the /NA. Such violation by SUBRECIPIENT of the employment provisions contained in Section 274A (e) of the /NA shall be grounds for termination of this Agreement.
- d) If applicable, in accordance with Section 216.347, Florida Statutes, SUBRECIPIENT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
- e) SUBRECIPIENT shall advise BPD in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
- f) SUBRECIPIENT shall not knowingly engage in any action that would create a conflict of interest in the performance of that actions of any BPD employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

## **SECTION 9: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.**

- a) SUBRECIPIENT shall maintain books, records, documents, time and costs accounts and other evidence directly related to this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b) SUBRECIPIENT shall maintain and allow access to the records required under this Section for a

minimum period of five (5) years after the completion of this Agreement and date of final payment, or date of termination of this Agreement.

- c) BPD may perform, or cause to have performed, an audit of the records of SUBRECIPIENT regarding payments issued hereunder. This audit shall be performed at a time mutually agreeable to SUBRECIPIENT and BPD subsequent to the close of the final fiscal period of the agreement. Total compensation to SUBRECIPIENT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to SUBRECIPIENT. If such audit confirms that SUBRECIPIENT was underpaid, SUBRECIPIENT shall submit an invoice to BPD within fifteen (15) days of notice of underpayment for the balance owed. Conduct of this audit shall not delay payments as required by this Section.
- d) SUBRECIPIENT shall have no obligation to pay any costs incurred in any audit performed by BPD or at BPD's direction and such costs shall be the sole obligation of BPD.
- e) In addition to the above, if Federal, State, County, or other entity funds are used for services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or BPD, or any representatives, shall have access to any books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- f) In the event of any audit or inspection conducted reveals any overpayment by BPD under the terms of the Agreement, SUBRECIPIENT shall refund such overpayment to BPD within thirty (30) days of notice by BPD of the request for the refund.
- g) SUBRECIPIENT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

#### **SECTION 10: DEBARMENT AND SUSPENSION**

Federally awarded contracts must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM). By executing this Agreement, SUBRECIPIENT is certifying SUBRECIPIENT is not currently on this list and will immediately notify BPD if SUBRECIPIENT is placed on the list.

#### **SECTION 11. ANTI-LOBBYING AMENDMENT**

By executing this Agreement, SUBRECIPIENT is certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award.

#### **SECTION 12: CONTROLLING LAWS AND VENUE/INTERPRETATION.**

- a) This Agreement is to be governed by the laws of the State of Florida.

- b) Venue for any legal proceeding related to this Agreement shall be in the Twelfth Judicial Circuit Court for Florida.

**SECTION 13: FORCE MAJEURE.**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, ~~fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future;~~ provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

**SECTION 14: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.**

- a) This Agreement, together with the exhibits, if any, constitutes the entire integrated Agreement between BPD and SUBRECIPIENT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.
- b) This Agreement may only be amended, supplemented, terminated or modified by a formal written amendment.
- c) Any alterations, amendments, deletions, termination or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- d) Nothing in this agreement shall be interpreted as waiving or modifying the provisions of Florida Statute Section 768.28.

**SECTION 15: NOTICES.**

- a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:
  - 1) For BPD:

Paul McWade  
Assistant Chief of the Operations Division  
Bradenton Police Department  
100 10th Street West

Bradenton, FL 34205

2) For SUBRECIPIENT:

Todd Garrison  
Chief of Police  
North Port Police Department  
4980 City Hall Blvd.  
North Port, FL 34286

With Notices to:  
City of North Port  
City Attorney's Office  
4970 City Hall Blvd.  
North Port, FL 34286

- c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. SUBRECIPIENT agrees not to claim any waiver by BPD of such notice requirements based upon BPD having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of SUBRECIPIENT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

**SECTION 16: WAIVER.**

The failure of BPD to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to BPD hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force. The failure of SUBRECIPIENT to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right of privilege granted to BPD hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**SECTION 17: CAPTIONS.**

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

**SECTION 18: SEVERABILITY/CONSTRUCTION.**

- a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- b) All provisions of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

**SECTION 19: COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an

original, but all of which, taken together, shall constitute one and the same document.

**SECTION 20: NON-DISCRIMINATION.**

**Non-Discrimination:** The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Bradenton Police Department shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**SECTION 21: GRANT INFORMATION**

See Exhibit B, Required Grant Information for information required for all subawards to this Federal Grant.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: BPD and SUBRECIPIENT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 202\_.

**CITY OF NORTH PORT, FLORIDA**

By: \_\_\_\_\_  
Pete Emrich  
Mayor

ATTEST

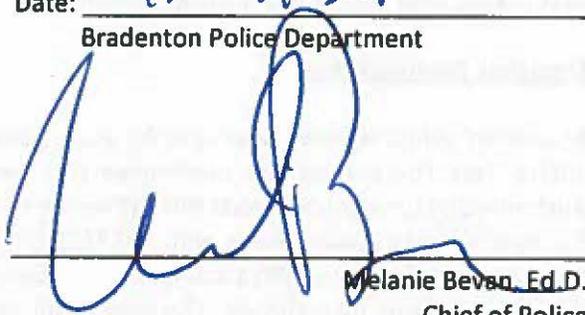
\_\_\_\_\_  
Heather Taylor, MMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
Amber L. Slayton  
City Attorney

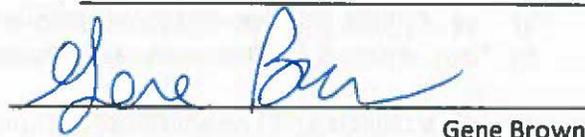
Date: 12-11-21

Bradenton Police Department

  
\_\_\_\_\_

Melanie Bevan, Ed.D.  
Chief of Police

Date: 12-15-21

  
\_\_\_\_\_

Gene Brown  
Mayor and Police Commissioner

**EXHIBIT A  
REIMBURSEMENT PROCEDURES**

SUBRECIPIENT shall provide reimbursement documentation to BPD for agents participating in HIDTA sponsored task forces as outlined below.

Availability of funds for reimbursement is determined by the Central Florida HIDTA Executive Board. Not all categories listed are eligible for all agencies.

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Requests for reimbursement shall be submitted on a quarterly basis to the HIDTA Group Supervisor in accordance with Section 7 of this Agreement.

**Overtime Reimbursement**

Maximum overtime reimbursement for each agent will be determined by the Group Supervisor of each HIDTA Task Force. Overtime reimbursements paid to each agent will not exceed the annual amount authorized by the Central Florida HIDTA Executive Committee. SUBRECIPIENT will compensate their agent(s) for overtime pay in accordance with SUBRECIPIENT's compensation policy. SUBRECIPIENT shall submit the reimbursement request with accompanying documentation confirming the overtime payment to the HIDTA Group Supervisor for approval. Overtime shall be reimbursed on actual overtime paid to the agent as documented on the agent's paycheck.

At a minimum, overtime documentation shall include the following:

- a) Log of HIDTA hours worked (Green Colored Paper)
- b) Copy of payroll detail for each agent showing hours paid and hourly rate

It will be the SUBRECIPIENT's responsibility to ensure that each agent does not exceed the Federal Overtime cap for each calendar year of the grant.

**Vehicle Lease Reimbursement**

Vehicle lease reimbursement requests shall be submitted to the HIDTA Group Supervisor with accompanying documentation confirming the vehicle lease payment. Vehicle lease reimbursements shall not exceed six hundred twenty dollars (\$620) per month.

At a minimum, vehicle lease reimbursement documentation shall include the following:

- a) Copy of each month's invoice
- b) Copy of check or credit card statement showing payment of invoice

**EXHIBIT B  
REQUIRED GRANT  
INFORMATION**

Required Information	
Subrecipient Name	City of North Port, Florida
Subrecipient's Unique Entity Identifier	DUNS#039567821
Federal Award Identification Number	G21CF0015A
Federal Award Date	July 20, 2020
Subaward Period of Performance	01/01/21-12/31/22
Amount of Federal Funds obligated by this Agreement	Reimbursement basis only
Total Amount of Federal Funds Obligated to Subrecipient including this obligation	Reimbursement basis only
Total Amount of Federal Award Committed to Subrecipient	Reimbursement basis only
Federal Award Project Description	High Intensity Drug Trafficking Areas Program
Name of Federal Awarding Agency	Office of National Drug Control Policy
Name of Pass Through Entity	Bradenton Police Department
Pass Through Entity Awarding Official Contact Information	Todd Garrison Chief of Police TGarrison@NorthPortPD.com
CFDA Number and Name	95.001 - High Intensity Drug Trafficking Areas Program
Is award for Research and Development?	No
Indirect Cost Rate	N/A

**EXHIBIT C  
INVOICE TEMPLATE**

**Central Florida HIDTA  
Quarterly Agency Invoice**

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Invoice Date: \_\_\_\_\_

Quarter Ending: \_\_\_\_\_

Agent Name: \_\_\_\_\_

**Description**

**Amount**

Overtime Reimbursement

\_\_\_\_\_

Vehicle Lease Reimbursement

\_\_\_\_\_

Total

\_\_\_\_\_

**Required Documentation**

**Overtime:**

Log of HIDTA hours worked

Copy of patrol detail showing hours paid and hourly rate

**Vehicle Lease:**

Copy of invoice

Proof of payment (check or credit card statement)

Please submit this invoice and all backup documentation to the Task Force Supervisor by the 15th day of the month following the end of the quarter.

Task Force Supervisor Approval: \_\_\_\_\_

Date: \_\_\_\_\_