

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
Doral Police Department**

GRANT ADJUSTMENT NOTICE

RECIPIENT: Doral Police Department

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

GRANT AGREEMENT NUMBER: 2023-SAFE-SF-078 **ADJUSTMENT NUMBER:** 1

NATURE OF ADJUSTMENT: Project Extension for State Fiscal Year 2025-2026

TO RECIPIENT:

WHEREAS the Florida Department of Law Enforcement and the Doral Police Department entered into aforementioned Grant, dated August 15, 2024, and further extended by any subsequent amendment(s); and

WHEREAS the Parties to the aforementioned Grant agree that all provisions of that Grant and all Adjustments should remain in full force and effect except those amended hereby;

WHEREAS the State of Florida Governor signed the General Appropriations Act of 2025, which provides funding for the S.A.F.E. in Florida Program's continued operation into State Fiscal Year 2025-2026;

NOW, THEREFORE, in consideration of the mutual recognition of the Parties that the adjustments herein proposed will promote the efficient and effective performance of the contractual requirements, the aforementioned Grant is amended as follows:

1. The **Project Period:** narrative is amended and now reads:

Project Period: 07/01/2023 – 06/30/2026

2. The **OVERVIEW AND FUNDING** section's **Project End Date** is amended and now reads:

Project End Date: 06/30/2026

3. The **Deliverables, Performance and Reports** narrative is amended and now reads:

Recipient agencies will conduct operations during the 2023-2024, 2024-2025, and 2025-2026 state fiscal years according to the signed initial and subsequent Mutual Aid Agreements (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

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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.

Upon completion of any award and/or case, the Recipient shall notify FDLE of the award/case's completion. FDLE shall have the opportunity to approve of the award/case's completion. Upon receiving FDLE's approval, the Recipient shall ensure all requests for reimbursements for the closed award/case have been submitted to FDLE within forty-five (45) calendar days. Recipient acknowledges that any requests for reimbursement(s) submitted after these forty-five (45) calendar days may or may not be considered eligible for payment by FDLE and that FDLE holds sole discretion over eligibility determinations. In instances in which this forty-five (45) calendar day allowance would create a conflict with other timeframes or deadlines identified within this contract, the more restrictive timeframe shall be followed.

4. The **Administration** section's Recipient Contract/Grant Manager and Recipient Financial Contact is updated and/or affirmed to now read:

Recipient Contract/Grant Manager

Name: GUISSOLA MORALES
Title: POLICE BUDGET OPERATIONS MANAGER
Address: 6100 NORTHWEST 99 AVENUE, DORAL, FLORIDA 33178
Phone: 305-593-6699 EXT. 2122
Email: GUISSOLA.MORALES@DORALPD.COM

Recipient Financial Contact

Name: FERNANDO CASAMAYOR
Title: CHIEF FINANCIAL OFFICER
Address: 6100 NORTHWEST 99 AVENUE, DORAL, FLORIDA 33178
Phone: 305-593-6699 EXT. 4000
Email: FERNANDO.CASAMAYOR@CITYOFDORAL.COM
Agency FEID Number: F73-1690945
Remit Address: 8401 NORTHWEST 53RD TERRACE
DORAL, FLORIDA 33166

5. **Section VII: Penalties, Termination, Dispute Resolution, and Liability** is amended to reflect an updated reference within the "Termination" paragraph of this section. Rule 60A-1.006(3), F.A.C. has been repealed and is now replaced with Chapter 2021-225, Laws of Florida, Section 287.1351, F.S. This paragraph's narrative now reads:

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

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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 Chapter 2021-225, Laws of Florida, Section 287.1351, F.S., 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.

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GRANT ADJUSTMENT NOTICE 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 strikeouts, whiteout, etc. are not permitted.

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

Bureau Chief Signature: _____

Printed Name and Title: _____

Date: _____

**Recipient
Doral Police Department**

Agency Head/Chief Official Signature: _____

Printed Name and Title: _____

Date: _____