

RESOLUTION NO. 2026- _____

A RESOLUTION APPROVING A SUBAWARD AGREEMENT BETWEEN CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC. DBA SAFE & SOUND HILLSBOROUGH, AND THE CITY OF TAMPA (THE CITY) FOR AN AMOUNT UP TO \$177,875.24 FROM APRIL 1, 2025 TO JUNE 30, 2026; AUTHORIZING EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND ATTESTATION BY THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa received and accepted grant funds in the amount of \$384,000 from the Florida Department of Law Enforcement for Project Community Violence Intervention and Prevention (CVI) grant pursuant to Resolution No. 2025-177 signed on March 6, 2025; and

WHEREAS, the City wishes to use those funds to contract with Safe & Sound Hillsborough to provide a Program Manager to oversee care coordination and navigation services to participants randomized to the treatment groups served by this grant; and

WHEREAS, this program aims to reduce recidivism rates, increase emotional intelligence, completion of CBT based programming, positive behavior in school and grade promotion and/or Graduation; and

WHEREAS, Safe & Sound Hillsborough was the strategic partner in this grant application and was intended to fulfill the programmatic portion of the grant.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the proposed Subaward Agreement for up to \$177,875.24 between Corporation to Develop Communities of Tampa Inc. DBA Safe & Sound Hillsborough, and the City of Tampa, a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

Section 2. That the Mayor of the City of Tampa is authorized to execute, and the City Clerk is authorized to attest and affix the official seal to, said Subaward Agreement on behalf of the City.

Section 3. That all officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution.

Section 4. That this Resolution shall take effect *nunc pro tunc* April 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on _____

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIR/CHAIR PRO-TEM, CITY COUNCIL

APPROVED AS TO FORM:
/s/ Michael W. Schmid
Senior Assistant City Attorney

SUBAWARD AGREEMENT

BETWEEN: City of Tampa (Agency)
306 East Jackson Street
Tampa, FL 33602

AND: Corporation to Develop Communities of Tampa, Inc. (Subrecipient)
DBA Safe & Sound Hillsborough
1907 E Hillsborough Ave
Unit 100
Tampa, FL 33610

PROGRAM EFFECTIVE DATE: April 1, 2025

This is a Subaward agreement (“Agreement”) is made and entered into by and between the City of Tampa, hereafter referred to as the (“Recipient”), and Corporation to Develop Communities of Tampa, Inc. dba Safe & Sound Hillsborough, hereafter referred to as the (“Subrecipient” or “Safe & Sound Hillsborough”), a non-profit corporation located at 1907 E Hillsborough Ave, Unit 100, Tampa, FL 33610. The purpose of this Agreement is to provide funding to the Subrecipient for the expansion of the Community Violence Intervention and Prevention (CVI) Grant Program.

The total project cost of this Subaward will not exceed **\$177,875.24** (One hundred seventy-eight thousand, eight hundred seventy-five dollars and twenty-four cents) without prior written authorization from the Recipient. The total project budget under this Agreement **\$177,875.24** (One hundred seventy-eight thousand, eight hundred seventy-five dollars and twenty-four cents) (Agreement amount) (**Attachment I**) in Federal/ State assistance cash and a minimum of **\$0** (zero dollars) in cost share (as applicable).

A. PURPOSE OF THE SUB-GRANT

- A.1 The purpose, goals, and objectives of this award from the City of Tampa to Corporation to Develop Communities of Tampa, Inc. dba Safe & Sound Hillsborough (hereafter referred to as (“Subrecipient”) is to partner with the Tampa Police Department to provide care coordination and navigation services to participants randomized to the treatment groups served by the grant (**Attachment I**). The Statement of Work consists of the hiring of One Program Manager to oversee the entire Community Violence Intervention and Prevention Initiative. The Program Manager will have experience in overseeing Case Managers, ensuring services are being provided to youth, Outreach, Community Development, Performance and Financial reporting, and program oversight. The Program Manager will work with the Case Managers and with participants to develop an individualized service plan; collaborate with participants so they can self-identify needs and services; and refer them to available resources that address mental health, substance use, medications, housing, employment/education, healthcare, income, food, clothing, and transportation. The Case Managers will work to schedule necessary appointments with behavioral health providers to increase access to services under the Scope of Work (**Appendix A**).
- A.2 This Agreement is issued to the Subrecipient on the expressed condition that project activities and funds will be carried out and administered in accordance with the terms and conditions as hereby set forth in this Agreement and all its attachments, which includes the Mandatory Standard Provisions (**Appendix E**); the approved Scope of Work

(**Appendix A**); and the Approved Project Budget (**Appendix C**). All attachments and appendices are incorporated herein and made a part of this Agreement.

B. PERIOD OF AGREEMENT

- B.1 This Agreement becomes effective on the date of signing and shall apply to commitments made by the Subrecipient in furtherance of program objectives during the period commencing on **April 1, 2025**, and terminating no later than the completion date of **June 30, 2026**.
- B.2 All expenditures made with funds provided under this Agreement shall be for allowable program expenditures incurred during the period of this Agreement.

C. ORIGINATING SOURCE OF FUNDING

- C.1 The originating source of these State assistance funds to the City of Tampa is the Florida Department of Law Enforcement hereafter referred to as the (“FDLE”) Agreement No. **CH004 (Attachment I)**.
- C.2 The originating project period is from **10/01/2024-06/30/2026**.
- C.3 The **Catalogue of State Financial Assistance (CSFA)** number is: **71.129, Community Violence Intervention and Prevention (CVI) Grant Program**.

D. AMOUNT OF AGREEMENT AND PAYMENT

- D.1 The Recipient, acting in the capacity of a pass-through entity under this Agreement, will pay the Subrecipient a total **\$177,875.24** (One hundred seventy-eight thousand, eight hundred seventy-five dollars and twenty-four cents) for the successful completion of services provided under this Agreement.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. The Recipient will not be liable for reimbursing the Subrecipient for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Agreement.
- D.3 Payment will be made to the Subrecipient on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of **monthly financial and Program Performance Reports** (see “**Reporting**”, **Section H**) in a format established by the Subrecipient. Funds will be made available within fifteen (15) working days of receipt of the financial reports in accordance with the reporting provisions in **Section H**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 The City reserves the right to withhold cash payment for any of the following:
- The Subrecipient fails to make satisfactory progress towards the goals and objectives set forth in **Attachment I**.
 - The Subrecipient’s default of or otherwise inability to adhere to the conditions or provisions of this Agreement.
 - The Subrecipient’s inability to submit reliable and/or timely reports or other deliverables as described in this Agreement.

- D.5 Additional funds up to the total amount of the grant, shown in **Section D.1** above, may be obligated by the Recipient upon the request of Safe & Sound Hillsborough, subject to the availability of funds, satisfactory progress of the project, and continued relevance to the Recipient program. The Recipient will provide written notice to the Subrecipient if additional funds are obligated.
- D.6 The Recipient reserves the right to withhold ten (10) percent of this Agreement's amount from final payment until after all required final project reports are received and accepted by the Recipient.
- D.7 All payments to the Subrecipient will be made by check payable to Corporation to Develop Communities of Tampa, Inc., and sent by First Class mail, postage paid, to the address listed in **Section L**.

E. VENUE

- E.1 Programmatic activities under this Agreement will be conducted within the City of Tampa, Hillsborough County, FL.
- E.2 The Recipient office and designated employees and departments, located at the primary address of 306 E Jackson St, Tampa, FL 33602, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this Agreement.

F. MATCHING OR COST SHARE REQUIREMENTS (not applicable)

G. AGREEMENT MODIFICATIONS

The following modifications require written approval from the Recipient:

- To change the scope of the project objectives and/or activities.
- To change the venue.
- To change the required funding amounts necessary to fulfill the stated project objectives.
- To change or temporarily replace key project staff.
- To reallocate between budget lines items an amount greater than five (5) percent of the total Agreement award.
- To add a line item to the budget.
- To contract any portion of this award to a third party.
- To change the effective period of this Agreement.
- To hire a consultant at a rate exceeding \$650 (Six hundred and fifty dollars) per eight (8) hour day.

H. REPORTING

Financial Reporting

- H.1 The Subrecipient shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by the Recipient, the Subrecipient may be required to send the supporting documentation to support claims made on the Financial Report. The Recipient may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to Safe & Sound Hillsborough, amend the

schedule for reporting requirements, and/or require additional supporting documentation from the Subrecipient as necessary.

H.2 The Subrecipient shall prepare a **Monthly “Community Violence Intervention and Prevention (CVI) Activity Report”** throughout the project period, according to the timetable below:

Financial Reporting Period	Due Date to the Recipient
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1– March 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15

H.3 Financial reports shall include at a minimum the following information:

- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
- b. An accounting of year-to-date expenses, indicating cumulative *actuals versus budget*;
- c. Grant balance remaining as of reporting period;
- d. Cost Share or Matching progress report for period; and
- e. Supporting documentation

H.4 A final financial report under this Agreement must be provided to the Recipient no later than July 15, 2026

H.5 **Fiscal Non-Funding Clause**

This Agreement is subject to funding availability. In the event sufficient Grant funds to fund this Agreement become reduced or unavailable, the Recipient will notify the Subrecipient of such an occurrence, and the Recipient may terminate this Agreement, without penalty or expense to the Recipient, upon no less than twenty-four (24) hours written notice to the Subrecipient. The Recipient shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by Federal or state dollars, which are reduced or become unavailable, the Recipient shall notify the Subrecipient of such occurrence and the Recipient may terminate this Agreement, without penalty or expense to the Recipient, upon no less than twenty-four (24) hours written notice to the Subrecipient. The Recipient shall pay the Subrecipient for services incurred by the Subrecipient prior to termination, but only if and to the extent reimbursed for such services by the Florida Department of Law Enforcement. Any costs incurred by the Subrecipient after the effective date of the termination will not be reimbursed.

H.6 **Programmatic Reporting**

The Subrecipient shall prepare a **Monthly “Community Violence Intervention and Prevention (CVI) Activity Report”** throughout the project period, according to the timetable below:

Performance Reporting Period outcomes of grant activities, demonstrating if programs accomplish goals and objectives	Due Date to the Recipient
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1– March 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15

H.7 Activity Reimbursement Report should include the following information:

- a. Summary of Key Activities and Performance Achievements
- b. Barriers or Difficulties Encountered
- c. Planned Activities for Next Reporting Period

H.8 A final programmatic report under this Agreement must be provided to the Recipient no later than **July 15, 2026**.

H.9 All required reports should be submitted to the Tampa Police Department’s Grant Administrator, or his/her designee, the Recipient, according to the timetables indicated in this Agreement.

H.10 The Recipient may, at its discretion, require other programmatic reports from the Subrecipient.

I. SPECIAL AWARD CONDITIONS

The State Financial Assistance special conditions are attached in **Attachment I**.

J. MONITORING, EVALUATION AND SANCTIONS
(See **Appendix B: Safe & Sound Hillsborough Monitoring Plan**)

J.1 As a condition of the receipt of this award, the Recipient may conduct monitoring to ensure the Subrecipient’s capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this Agreement and to verify that the Subrecipient has in place effective internal controls to achieve these goals.

J.2 Monitoring will include an assessment of the performance of the Subrecipient in relation to the goals and performance standards of the State Financial Assistance and as required herein. Substandard performance as determined by the grantor (FDLE) will constitute non-compliance with this Agreement.

J.3 As a part of its ongoing monitoring process, the Recipient will evaluate Safe & Sound Hillsborough’s progress and project goal attainment based on monthly reports prepared by Safe & Sound Hillsborough and submitted to the Recipient, as well as through regular meetings and/or ongoing discussions with Safe & Sound Hillsborough project staff.

- J.4 In addition, the Recipient reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the Recipient will inform Safe & Sound Hillsborough in writing, at least two (2) weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the Recipient staff member conducting the visit, and the areas or files to be reviewed.
- J.5 Safe & Sound Hillsborough shall adhere to any monitoring and evaluation plans developed and specifically required by the Recipient because of any and all monitoring activities.
- J.6 The Recipient reserves the right to require additional monitoring and evaluation measures to ensure that Safe & Sound Hillsborough fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- J.7 The Recipient reserves the right to terminate this Agreement if Safe & Sound Hillsborough is unwilling or unable to achieve and/or complete any portion of or all project goals, or if Safe & Sound Hillsborough refuses to cooperate with the Recipient’s monitoring requests.
- J.8 If action to correct substandard performance revealed during monitoring is not taken by Safe & Sound Hillsborough within a reasonable period after being notified by the Recipient, Agreement suspension or termination measures may be initiated.

K. SUB-AWARDS

- K.1 No funds or other support provided hereunder to Safe & Sound Hillsborough may be subsequently passed on to any other entity in the form of an agreement or contract without prior written approval from the Recipient.
- K.2 Under the terms of this Agreement with the Recipient, Safe & Sound Hillsborough has no direct relationship with the State donor agency identified above in **Section C.1** regarding any matter related to this project or this Agreement. Safe & Sound Hillsborough must direct all notices, requests, and other communication relating to this Agreement to the Recipient at the address specified in **Section L.1** and to the Recipient at the addresses specified in **Section AA.2**.

L. DOMICILE

- L.1 The Recipient provides the following addresses as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Agreement:

Name and Title:	Nilda Otero, Grant Compliance Analyst
Organization:	City of Tampa Police Department
Street Name and Number:	411 N Franklin St, 8 th Floor
City, State and Zip:	Tampa, FL 33602
Country:	U.S.
Telephone Number:	813-276-3635
Fax Number:	813-276-3570
Email Address:	Nilda.otero@tampagov.net

- L.2 **Safe & Sound Hillsborough** provides the following as the *primary point of contact* in relation to any notice that may arise out of or in connection with this Agreement:

Name and Title:	Freddy Barton
Organization:	Safe & Sound Hillsborough
Street Name and Number:	1907 E Hillsborough Ave
City, State and Zip:	Tampa, FL 33610
Country:	U.S.
Telephone Number:	813-327-8317
Facsimile Number:	NA
Email Address	fbarton@safeandsoundhillsborough.org

M. INDEMNIFICATION

M.1 Safe & Sound Hillsborough will indemnify, hold harmless, and defend the Recipient, and the respective officers, agents, and employees of the Recipient (all of the foregoing shall hereinafter collectively be referred to as the “Indemnified Parties”) from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by Safe & Sound Hillsborough, its agents, subcontractors (if any), and employees in connection with its performance under this Agreement or the Grant Agreement (**Attachment I**). The extent of this indemnification will not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of Safe & Sound Hillsborough, any subcontractor, heir, assign, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for Safe & Sound Hillsborough or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, nothing herein shall be construed to extend any party’s liability beyond that provided for in Sections 768.28, Florida Statutes. The provisions of this Section shall survive the expiration or termination of this Agreement.

N. CONFLICT OF INTEREST

N.1 Safe & Sound Hillsborough represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder.

N.2 Safe & Sound Hillsborough warrants to the Recipient that no gifts or gratuities have been or will be given to any Recipient employee or agent, either directly or indirectly, in order to obtain this Agreement.

O. PUBLIC ENTITY CRIMES

O.1 Safe & Sound Hillsborough hereby represents and warns that it has not been convicted of a public entity crime and that it is not on the State of Florida’s convicted vendor list. Safe & Sound

Hillsborough so represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

P. COMPLIANCE WITH APPLICABLE LAWS

P.1 Safe & Sound Hillsborough shall comply with all applicable laws, ordinances, and codes of the United States, the State of Florida, and the Recipient, including, but not limited, to Recipient's ordinances and policies regarding Women and Minority Business Enterprise, Equal Employment Opportunity, Affirmative Action, Human Rights and Ethics. Safe & Sound Hillsborough shall ensure that no Recipient employee receives any such benefit or interest as a result of this Agreement.

Q. HEADINGS

Q.1 Section headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

R. WAIVER

R.1 A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

S. ADDITIONAL RIGHTS AND REMEDIES

S.1 Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity, which may now or in the future be applicable.

T. ORDER OF PRECEDENCE

T.1 In the event of any conflict between the provisions of this Agreement and the Exhibits, then the provisions of this Agreement shall take precedence over the provisions of the Exhibits. If there is any conflict between the terms of this Agreement and the Grant Agreement (including any and all exhibits to the Grant Agreement), the terms of the Grant Agreement shall take precedence. Without limiting the foregoing provision, it is expressly understood and agreed that Safe & Sound Hillsborough shall comply with all terms, conditions, and requirements contained in the Grant Agreement applicable to the Recipient as if Safe & Sound Hillsborough was a party to the Grant Agreement and a recipient of the Grant in lieu of the Recipient. However, if any of the terms of this Agreement are not otherwise in conflict with the Grant Agreement, then Safe & Sound Hillsborough will also comply with such requirements of this Agreement.

W. SEVERABILITY

W.1 In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of this Agreement shall not be affected by such determination and shall remain in full force and effect.

X. SURVIVABILITY

X.1 Any term, condition, covenant or obligation that expressly or by implication is intended to come into or continue in force on or after the termination or expiration of this Agreement will remain enforceable against both parties subsequent to such termination or expiration.

Y. PROJECT PUBLICITY

Y.1 Any news release or other type of publicity pertaining to the services performed by Safe & Sound Hillsborough pursuant to this Agreement must recognize the contribution of the Recipient. Safe & Sound Hillsborough, being a not-for-profit corporation receiving public funding or non-monetary contributions through the Recipient, shall recognize the Recipient for its contribution in all promotional materials and at any event or workshop for which Recipient funds are allocated. Any news release or other type of publicity must identify the City/Safe & Sound Hillsborough as a funding source. In written materials, the reference to the City must appear in the same size letters and font type as the name of any other funding sources. The Bureau of Justice Assistance shall also be recognized in connection with any news release or other type of publicity in connection with this Agreement or as may be expressly required under the Grant Agreement.

Z. POLITICAL ACTIVITY

Z.1 Safe & Sound Hillsborough shall not engage, participate, or intervene in any form of political activity or campaign on behalf of, or in opposition to, any candidate for public office.

AA. REPRESENTATIONS AND WARRANTIES

AA.1 The Recipient and the Subrecipient shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.

AA.2 Any notice required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties.

City of Tampa:

Lee Bercaw, Chief of Police
Tampa Police Department
411 N. Franklin St.
Tampa, FL 33602
Lee.Bercaw@tampagov.net

Attn: Legal Unit
Tampa Police Department
411 N. Franklin St.
Tampa, FL 33602
TPD-Service@tampagov.net

APPENDICES

- A. Safe & Sound Hillsborough Scope of Work
- B. Safe & Sound Hillsborough Monitoring Plan
- C. Project Budget & Narrative
- D. Anti-Prostitution Certification
- E. Mandatory Standard Provisions
- F. City of Tampa Insurance Requirements

ATTACHMENTS

- I. State Award Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF TAMPA

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

JANE CASTOR, MAYOR

APPROVED AS TO FORM:

e/s _____
Michael Schmid
ASSISTANT CITY ATTORNEY

CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC.

By: _____

By: _____
Type or Print

ATTEST:

(SEAL) CORPORATE SECRETARY

TITLE: _____
(Pres., V-Pres., Partner, Owner)
Corporation ()
Partnership ()
Individual ()
Incorporated in the State of

If business is individually owned, you must sign before two (2) witnesses:

WITNESS: _____

WITNESS: _____

If doing business under a fictitious name, you must submit a copy of your Certificate of Registration and a copy of the Legal Notice which appeared in a newspaper.

Appendix A: Scope of Work

Approved Scope of Work

Safe & Sound Hillsborough (“S&SH, ”our,” or “we”), partnering with the Tampa Police Department under the FDLE grant award # CH004, will provide care coordination and navigation services for participants in the treatment groups. The project involves hiring a Community Violence Intervention Project Manager and an intensive case manager (ICMs). The Program Manager will oversee the violence intervention team, manage daily operations, and engage with community partners. Working closely with Safe & Sound Hillsborough’s leadership and Tampa’s CVI Coordinator, the Program Manager will help design and develop the intervention program as part of a citywide violence intervention ecosystem. Case managers and the Program Manager will use their expertise in Targeted Case Management to create individualized service plans, connect them to available resources that address mental health, substance use, medications, housing, employment/education, health care, income, food, clothing, and transportation. In addition, Safe & Sound Hillsborough partners with local organizations to provide comprehensive wraparound services that support at-risk youth and their families, ensuring a holistic approach to violence prevention and community well-being.

Ability to provide services identified

Because S&SH currently operates programming for juvenile male offenders and other at-risk youth, we are immediately positioned for a quick ramp up for program expansion. Funding support through this initiative will be leveraged to allow for mentor training and support, transportation support for youth, and increased and expanded workshops designed to build better relationships between mentee and mentor.

Addressing culture within grant framework

Cultural competence is critical when working with this targeted population. By examining beliefs and cultural lenses, mentors and staff work to dismantle systemic injustices and partner with families to support youth. Cultural competence and responding to diversity and inclusion are important practices that will be implemented through this program. Training for mentors and staff include understanding awareness of bias and how to provide strategies to adjust one’s mindset and approach to adapt to “the other” – people who differ in color, creed, sexual identification, socio-economic status, or other differences that make inclusion difficult.

Ability and commitment to work with underserved/minority populations

Minority youth represent over 80% of our juvenile delinquent population. As most of our youth that will be enrolled in this initiative will be ordered and/or referred from our juvenile court system, we are more than confident that we will have representation from minority, migrant, and other populations. Working with Guardian Ad Litem, we will be able to also identify youth that are underrepresented and those that have guardians with limited abilities that would benefit from our services.

Long term goals of project

Youth enrolled in this initiative will be monitored, case managed, and mentored for a minimum of 6 months, with the following goals:

- Grade Promotion and/or Graduation
- Completion of CBT based programming
- Positive behavior recidivism rates
- Increase in emotional intelligence

- Contribution to local community

Key Program Components

Intake

Each youth and parent/guardian will be contacted within 24 hours of receiving referral and/or court order. Upon contact, an intake appointment will be scheduled to be held in person at our facility located at 8008 E. Chelsea Street, Tampa, Florida 33610, or other designated area. During intake, program expectations will be explained outlining:

- Youth commitment – demonstrate a willingness to participate and give 100% effort to the program including participating in TCM contact sessions and mentor/mentee matching (through skills and interests inventory worksheet)
- Parent commitment – to allow for participation of youth in program and agreeing to bimonthly (prescheduled) family engagement opportunities (including parent focus group sessions). Also, parent permission for TCM contact (supervised) with youth and media consent during program participation. Transportation agreement and support services discussed during this portion of intake.
- Discussion of support services needed either by youth or parent/guardian
- Weekly schedule and sample topics discussion
- Individual service planning (journal entries) by youth
- Mandatory Reporting Requirements
- Food and Medication Alerts and Notifications

Individualized Service Planning

It is important to develop an Individual Service Plan that allows youth to work with their TCM on goals and stay in a positive environment which allows them to progress at their own pace while still meeting requirements. Safe & Sound Hillsborough has developed an Individual Service Plan that, while broken into multiple weeks, can be achieved at a youth’s individual learning and processing level. Working alongside each youth, the program staff and TCM will be able to coach and/or assist each youth with their Individual Service Plan. This will also serve as a method by which TCM and youth stay connected with one another and develop milestones through the program. The assignments in each plan are to be conducted by the youth with their TCM and mentor outside of weekly mentoring sessions at the program site (Mentor Mondays)

Case File Management

Program Staff will maintain case files on each youth that will be partitioned and organized in the following manner:

Inside cover	Case at a glance	Candidate information, Entry into Program, Individual Development Plan Dates, Worksite Information (if available and eligible), Supportive Services Received, Compensation Received, Current Grade/School Enrollment Status
Tab 1	Identification – Program Admittance	Youth Assessment Form, Youth ID, TANF Eligibility Form, Verification of School Enrollment Form, Consent for Release Form, DJJ/Court Paperwork

Tab 2	Education Services	Pre and Post Tests, Assignments, Certificate of Completions (as completed), Individual Plan, Goal Worksheet/Progress Form
Tab 3	Employment Tracking	Employment Verification Form, Worksite Agreement, Timesheets (ALL PENDING ELIGIBILITY AND AVAILABILITY)
Tab 4	Supportive Services	Copies of Paychecks, Copies of Bus Pass Signature Logs, Copies of Supportive Service Logs, Supportive Service Totals Sheet
Tab 5	Case Notes	

Additional procedures for case file setup will include (as applicable):

- Develop a case file for each youth and ensure documentation of services rendered, to include, but not be limited to:
- Copy of youth’s court order;
- Signed consent/participation agreement;
- The youth’s individualized service plan and related documents;
- Community referrals;
- Case notes; and
- Staff shall document all program activities in the youth case file to include: attendance dates, delinquency interventions, structured activities, community supervision. Case notes shall demonstrate compliance (or attempted compliance) with youth, parent(s)/guardian(s), and staff action steps contained in the youth’s service plan.

SECTION II. SUPPORT SERVICES

Family Engagement Activities

Twice a month, parents/guardians will be required to attend parent focus group sessions and family engagement activities focused on supporting the youth’s participation in the program and fostering dialogue on the Family First Model. During intake sessions, parents would have been notified that their participation is a requirement for young people to stay in the program.

Evidence Based Programming

The following programs will be utilized as part of programming. The programs are best practice models and currently used in Florida Department of Juvenile Justice and other agencies. We will use a hybrid model that will pull from multiple curriculums in the monthly and weekly sessions that will be held with youth and mentor.

Name of Proposed Curriculum	Risk Factors Addressed
The EQUIP Program	Antisocial attitudes and beliefs
ARISE Life Skills	Antisocial attitudes & beliefs, antisocial personality pattern
ARISE Anger Management	Antisocial attitudes & behaviors, Problems @ school/work, Problematic Relationships

Technology and Monitoring

As part of this opportunity, S&SH staff will ensure the following data collection and reporting procedures are in place:

- In addition to any TPD/BJA required systems, staff verification data shall be maintained by S&SH staff utilizing the Staff Verification System (SVS) module. Summary reports will be made available to TPD through monthly/quarterly reports.
- S&SH will be responsible for the accuracy of the information input into its performance tracking database.
- For Juvenile Justice involved youth, S&SH staff will maintain information via the Department of Juvenile Justice's Juvenile Justice Information System (JJIS) and provide summary information in its reporting to TPD (case notes). This responsibility is based on the Department of Juvenile Justice's ("Department") capability to provide access and utilization to S&SH.
- S&SH shall designate a lead staff person (Administrative Services Manager) responsible for ensuring data entry, including admission and release dates. This staff will also be the main contact for the Department's respective data integrity officer or other related personnel.

Staff will be trained in entering data as needed/required into systems. In addition, the following forms are placed into each youth's file:

- Intake and Assessment Form
- Acceptance/Rejection Form (with notations)
- Training Completion Forms (Including Individual Responsibility/Development Plan)
- Support Services Tracking Form
- Community Service Log
- Incident Reporting Forms
- Release/Transition Forms.

Per S&SH's Record Retention Policies, all files and forms are kept onsite for a minimum of 3 years post case closure and moved off site for secure storage for up to an additional 4 years (unless required more by Department or funder).

In addition to input into required systems, S&SH scans documents into a secure and encrypted folder for online storage for an indefinite period (unless required otherwise by Department).

Proposed projects and events must be within the City of Tampa. Projects, events, locations, and services outside of the city limits will not be approved.

Third Party Responsibilities

Each third-party receiving state funds under the scope of this award shall be responsible for the following activities:

1. Review and sign the Certificate of Subaward and return it to the Recipient. The Recipient will counter-counter and provide a fully executed copy, which must be maintained in the grant file.
2. The third party will invoice the Recipient on a monthly basis for activities or services rendered in accordance with the approved budget (**Appendix C**). Activities or expenses performed outside the scope of this award are not eligible for reimbursement.

The third party agrees to provide the required backup documentation specified in **Appendix C** with each invoice submitted to the Recipient for reimbursement. A sample time sheet and activity log will be provided.

Monitoring Plan Summary

This monitoring plan outlines the structured approach to ensure programmatic and financial compliance of Safe & Sound Hillsborough initiatives funded or overseen by the City of Tampa. The plan is designed to promote transparency, accountability, and continuous improvement through formal monitoring visits, documentation review, and collaborative feedback.

Monitoring Process

1. Pre-Monitoring Visit

A formal Monitoring Request Letter will be submitted to Safe & Sound Hillsborough at least two weeks prior to the scheduled monitoring visit.

- The letter will include:
 - Proposed date of the visit
 - Expected outcomes
 - Flexibility for input from Safe & Sound Hillsborough regarding scheduling or focus areas

2. Monitoring Visit

- Conducted by: Nilda Otero, Grants Compliance Analyst, Tampa Police Department
- The visit will include:
 - Review of programmatic systems: program goals, activities, outputs, and outcomes
 - Review of operational systems: staffing, internal controls, and administrative processes
 - Financial review: budget adherence, expenditures, and financial burn rate
 - Discussion of program progress, challenges faced, and upcoming activities

3. Monitoring Report

- Completed by: The City of Tampa (Grants Compliance Division)
- Timeline: Within 15 business days of the monitoring visit
- Submitted to:
 - Safe & Sound Hillsborough for review and comment
 - Internal stakeholders within 30 days of the visit

The report will include:

- Summary of the visit
- Assessment of program progress
- Identification of challenges and risks
- Overview of upcoming activities
- Financial analysis, including any discrepancies or concerns
- If needed, a Corrective Action Plan (CAP) will be developed collaboratively to address identified issues and enhance program effectiveness

Appendix C: Budget

Budget Summary

Project Period: April 1, 2025 – June 30, 2026

Position	Monthly Salary	Monthly Fringe	15-Month Salary	Fringe Rate	Fringe Amount	Total Cost (Salary + Fringe)
Program Manager	\$5,291.67	\$1,036.11	\$79,375.00	19.58%	\$15,541.62	\$94,916.62
Case Manager	\$4,625.00	\$905.57	\$69,375.00	19.58%	\$13,583.62	\$82,958.62
Total:						\$177,875.24

Detailed Budget Breakdown

1. Budget Breakdown: April 1 – June 30, 2025 (3 Months)

Position	Monthly Salary	3-Month Salary	Fringe Rate	Fringe Amount	Total Cost
Program Manager	\$5,291.67	\$15,875.01	19.58%	\$3,108.33	\$18,983.34
Case Manager	\$4,625.00	\$13,875.00	19.58%	\$2,716.72	\$16,591.72

2. Budget Breakdown: July 1, 2025 – June 30, 2026 (12 Months)

Position	Monthly Salary	12-Month Salary	Fringe Rate	Fringe Amount	Total Cost
Program Manager	\$5,291.67	\$63,500.00	19.58%	\$12,433.30	\$75,933.30
Case Manager	\$4,625.00	\$55,500.00	19.58%	\$10,866.90	\$66,366.90

Position Descriptions

- Program Manager*
Responsible for overseeing the Community Violence Intervention (CVI) program. This full-time position earns an annual salary of \$63,500, with fringe benefits calculated at approximately 19.58%. Grant funds will support 15 months of salary and fringe, including FICA, retirement, workers' compensation, health, and life insurance.
Total Cost: \$94,916.68
- Case Manager*
Responsible for intake, orientation, and ongoing case management for CVI program participants. This position earns \$55,500 annually, with fringe benefits at 19.58%. Grant funds will cover 15 months of salary and fringe.
Total Cost: \$82,958.62

Budget Narrative

Safe & Sound Hillsborough will implement a comprehensive strategy to connect Program and Case Managers with vulnerable youth and individuals identified through focused deterrence efforts. This will be accomplished through strong collaboration with community partners and the use of digital platforms to deliver essential services and resources.

Appendix D

Anti-Prostitution Certification

Information about the Certification Regarding Prostitution and Related Activities

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U. S. to combat trafficking.

Section 7 of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7110(g), provides that "No funds made available to carry out [the Act] may be used to promote, support, or advocate the legalization or practice of prostitution." It further provides that "No funds made available to carry out [the Act] may be used to implement any program . . . through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution." Therefore, organizations receiving ORR-administered Federal anti-trafficking funds must certify that they will not use the funds to promote, support, or advocate the legalization or practice of prostitution.

Certification Regarding Prostitution and Related Activities

As an officer or other person authorized to bind the recipient organization of U.S. Government funds in connection with this grant award, I hereby make the following certification that is a prerequisite to the receipt of funds under this grant:

(1) Use of Funds Certification:

"I hereby certify that the recipient of the funds made available through this grant will not use such funds to promote, support, or advocate the legalization or practice of prostitution."

(2) Eligibility Certification:

Primary Eligibility Certification: "I certify that the organization does not promote, support, or advocate the legalization or practice of prostitution and will not promote, support, or advocate the legalization or practice of prostitution during the term of this grant. I further certify that the organization does not operate through any other organization or individual that supports, promotes, or advocates the legalization or practice of prostitution."

Name of Recipient Organization: The City of Tampa

By: _____

Printed Name:

Title:

Date: _____

Appendix E

MANDATORY STANDARD PROVISIONS

For Sub-Grants with U.S.-Based Non-Profits

1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Safe & Sound Hillsborough shall maintain books, records, documents, and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under this Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Safe & Sound Hillsborough will provide the City of Tampa (“City”), or its duly authorized representative, access to any books, documents, papers, and records of Safe & Sound Hillsborough which are directly pertinent to the specific project for the purpose of making audits, examinations, excerpts, and transcripts. Records would include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, time and attendance or time and effort reports for personnel charged to the Sub-grant, cancelled checks, and related documents and records.
- 1.3 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, the City and/or their representatives. All records will be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from the City to dispose of the records. For more information, see 2 C.F.R. §200.334.

If under this Agreement, Safe & Sound Hillsborough is providing services and is acting on behalf of the City, Safe & Sound Hillsborough will comply with public records laws, and specifically will: (1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by Safe & Sound Hillsborough; (2) upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, including, but not limited to, Section 288.133 Florida Statutes, for the duration of this Agreement’s term and following the completion of this Agreement if Safe & Sound Hillsborough does not transfer the records to the City; and (4) upon completion of this Agreement, transfer, at no cost, to the

City all public records in possession of Safe & Sound Hillsborough or keep and maintain public records required by the City to perform the project. If Safe & Sound Hillsborough transfers all public records to the City upon completion of this Agreement, Safe & Sound Hillsborough will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Safe & Sound Hillsborough keeps and maintains public records upon completion of the contract, Safe & Sound Hillsborough will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Without limiting any of the foregoing requirements contained in this **Section 1.3**, the following provision is also included as required by Section 119.0701, Florida Statutes:

IF SAFE & SOUND HILLSBOROUGH HAS QUESTIONS REGARDING THE APPLICATION OF SAFE & SOUND HILLSBOROUGH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE CITY CLERK BY PHONE (813) 274-8030 EMAIL PUBLICRECORDS@TAMPAGOV.NET, 306 E. JACKSON STREET, 8TH FLOOR, TAMPA, FLORIDA 33602.

- 1.4 If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims, or audit findings involving the records have been resolved.
- 1.5 Safe & Sound Hillsborough agrees that it shall have annually either an organizational audit of Federal funds, or a program specific audit of the funds provided under this Agreement as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.6 Safe & Sound Hillsborough's A-133 audit report shall be submitted to the City as soon as completed and include all management letter comments, findings, or adjustments that are specific to this Agreement.
- 1.7 The City reserves the right to conduct an Agreement project audit (Financial and Programmatic) every three to six (6) months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
- 1.8 Safe & Sound Hillsborough is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

2. REFUND

- 2.1 Safe & Sound Hillsborough will be required to submit to the City within fifteen (15) days from the completion date all unused funds for forwarding to Federal/State donor agency.

3. TERMINATION AND SUSPENSION

- 3.1 The City may suspend or terminate this award at any time, in whole or in part, if it is determined that Safe & Sound Hillsborough has materially failed to comply with the terms and conditions of the grant.
- 3.2 The City may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.
- 3.3 In the event of termination and/or suspension of this Agreement, Safe & Sound Hillsborough will be notified in writing by the City within fifteen (15) days prior to the effective termination or suspension date. Upon notification, Safe & Sound Hillsborough shall take immediate action to minimize all expenditures against the Sub-grant.
- 3.4 In the event of termination for non-compliance with the terms of this Agreement, Safe & Sound Hillsborough may be subject to other legal or administrative remedies, as appropriate.
- 3.5 No expenses can be charged against the grant after the effective date of termination. In the event of termination, Safe & Sound Hillsborough will submit a final accounting and return to the City all unspent funds provided under this Agreement no later than thirty (30) days after termination.
- 3.6 In the event of withdrawal from or termination of this Agreement by Safe & Sound Hillsborough, Safe & Sound Hillsborough shall refund all amounts that have been disbursed for purposes which are or are not in accordance with the terms of this Agreement.
- 3.7 In the event of suspension, Safe & Sound Hillsborough will return on demand to the City any unspent cash balance. Safe & Sound Hillsborough is required to submit a Financial Report as of the date of suspension. Safe & Sound Hillsborough is required to refund all amounts that have been disbursed for purposes that are not in accordance with the terms of this Agreement.

4. DISPUTES

- 4.1 The City will consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Agreement.
- 4.2 Safe & Sound Hillsborough has the right to appeal to the City and shall be given an opportunity to be heard and to offer evidence in support of its appeal.
- 4.3 Any appeal made under this provision shall be made in writing and addressed to the City. A copy of the appeal may be provided at the same time to the Federal donor agency Program Specialist.

5. LIMITATION

- 5.1 The City and Safe & Sound Hillsborough understand and acknowledge that, except as expressly provided in this Agreement, there is no other obligation whatsoever to provide additional support to Safe & Sound Hillsborough for purposes of this or any other project.

6. PROHIBITION OF SUPPLANTING

6.1 Safe & Sound Hillsborough will use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

7. INSURANCE AND NON-LIABILITY

7.1 Safe & Sound Hillsborough shall maintain all appropriate insurance coverage during the period this Agreement remains in effect.

7.2 Safe & Sound Hillsborough shall hold the City harmless for any loss or damage that may occur during transportation or delivery of project goods or services.

7.3 Safe & Sound Hillsborough agrees to release, indemnify, and hold harmless the City and its officers, directors, employees, agents and its respective heirs, legal representatives, and successors and assigns, from any and all claims, demands, liabilities, and expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by Safe & Sound Hillsborough or a partner, agent, or client of Safe & Sound Hillsborough. This paragraph will survive termination or expiration of this Agreement.

7.4 The City may at any time request Safe & Sound Hillsborough to provide written Proof of Insurance.

8. DEBARMENT AND SUSPENSION

8.1 By signing this Agreement, Safe & Sound Hillsborough certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.

8.2 Safe & Sound Hillsborough, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about Safe & Sound Hillsborough and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not Safe & Sound Hillsborough is presently excluded from receiving Federal funds and is not referenced on the U.S. government *Excluded Parties List Serve*.

9. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION

9.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.

9.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.

9.3 By signing this Agreement, Safe & Sound Hillsborough certifies that, as of the date on which this Agreement is executed, Safe & Sound Hillsborough does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other

watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.

9.4 Should any change in circumstances pertaining to this certification occur at any time, Safe & Sound Hillsborough will notify the City immediately.

9.5 The City, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about Safe & Sound Hillsborough and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not Safe & Sound Hillsborough has been implicated in any questionable activity and is not referenced on any of the U.S. government watch lists mentioned above.

10. CIVIL RIGHTS COMPLIANCE

10.1 Safe & Sound Hillsborough will comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Safe & Sound Hillsborough after a due process hearing, Safe & Sound Hillsborough agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

11. LOBBYING

11.1 Safe & Sound Hillsborough shall not use Federal/State funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

12. FORCE MAJEURE

12.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. AMENDMENT

13.1 No amendment or modification of this Agreement will be effective unless made in writing and signed by authorized representatives of both parties.

14. PROCUREMENT

14.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215. Safe & Sound Hillsborough must seek written approval from the City for any expenditure not included in the approved budget relevant to this Agreement.

14.2 All procurement transactions will be conducted in a manner to provide, to the maximum extent, practical, open, and free competition. The Recipient shall be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications,

requirements, statements of work, invitations for bids, and/or requests for proposals will be excluded from competing for such procurement. Awards will be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality, and other factors considered. Solicitations will clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the Recipient.

- 14.3 Any and all bids or offers may be rejected when it is in the Recipient's interests to do so. Any expense over the small purchase threshold of \$500 must undergo a Bidding Process.
- 14.4 Safe & Sound Hillsborough should seek approval from the City for capital expenses, which are not included in this Agreement's budget, worth \$5,000.00 or more. Safe & Sound Hillsborough will on request make available to the City any pre-award review and procurement documents such as the Request for Proposal or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:
- a) Safe & Sound Hillsborough failed to comply with the procurement standards.
 - b) When procurement is awarded without competition or only one bid or offer is received in response to a solicitation.
 - c) When the procurement which is expected to exceed the small purchase threshold specifies a "brand name" product.
 - d) The proposal award over the small purchase threshold is awarded to other than the apparent low bidder under a sealed bid procurement.
 - e) A proposed contract modification changes the scope of contract or increases the contract amount by more than the amount of the small purchase threshold.

15. PROPERTY

- 15.1 Any property procured through this Agreement will remain vested with Safe & Sound Hillsborough, unless the residual value is greater than or equal to \$5,000, in which case Safe & Sound Hillsborough must request disposition instructions from the City. Safe & Sound Hillsborough may request, in writing, that property greater than or equal to \$5,000 remains with Safe & Sound Hillsborough, provided that adequate justification is supplied.
- 15.2 Safe & Sound Hillsborough must take all reasonable actions to protect property purchased through this Agreement funds from being damaged or stolen. If equipment or supplies are stolen/damaged, Safe & Sound Hillsborough must report to the City in writing the cause and circumstances. The City reserves the right to hold Safe & Sound Hillsborough responsible.
- 15.3 Safe & Sound Hillsborough will ensure that any related promotional materials will acknowledge the City's financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the City of Tampa."
- 15.4 The City will, at its discretion, have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in the City publications, on the City website, and in local and national events or education tools. Safe & Sound Hillsborough will be accorded acknowledgment for any materials produced by this Agreement and used by the City.

16. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

16.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the entity responsible. By signing and submitting this Agreement Safe & Sound Hillsborough certifies that it will comply with the requirements of the Act.

17. OTHER PROVISIONS

17.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this Agreement are herein expressly stated.

18. GOVERNING LAW

18.1 This Agreement will be interpreted and construed according to, and governed by, the substantive laws of the State of Florida, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in Hillsborough County, Florida, will have jurisdiction to hear any dispute under this Agreement.

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and complete operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material is involved, the MCS-90 endorsement (or equivalent).

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

E. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same.

F. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses.

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
 Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees.. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

REVISED 3/13/2020



State Financial Assistance Grant Adjustment Notice

Recipient: City of Tampa

Award Number: CH004

Project Title: Community Violence Intervention and Prevention (CVI) Grant Program

Adjustment Number: AMD001

Adjustment Type: Administrative

Nature of Adjustment (Select All That Apply):

- | | |
|--|--|
| <input type="checkbox"/> Decrease Award | <input checked="" type="checkbox"/> Revise Scope of Work |
| <input type="checkbox"/> Increase Award | <input type="checkbox"/> Revise Deliverables |
| <input type="checkbox"/> Revise Budget | <input type="checkbox"/> Add/Clear Special Condition |
| <input checked="" type="checkbox"/> Revise End Date (Extension) | <input type="checkbox"/> Rescind Award |
| <input type="checkbox"/> Revise End Date (Early Closeout) | <input type="checkbox"/> Reinstate Award |
| <input checked="" type="checkbox"/> Other (Explain): <u>Revise Standard Conditions</u> | |

Pursuant to the request dated 7/7/2025, the following change, amendment, or adjustment in the above project is approved subject to such conditions or limitations as may be set forth below:

- Approved Changes:**
1. Pursuant to the FY25-26 General Appropriations Act, Section 148, the award period is extended through June 30, 2026
 2. The revised Scope of Work is approved. Language has been added to specify performance and financial reports shall be submitted in AmpliFund for FY25-26.
 3. The revised Appendix E and F are approved. The Standard Conditions for state financial assistance agreements have been updated for FY25-26.

Elizabeth Halvorson *EH*

**Grant Manager Recommendation for Approval
Office of Criminal Justice Grants**

7/7/2025

Date

Anders Miller
Authorized Official Approval

Office of Criminal Justice Grants

7/10/25
Date

- Attachments:**
- Recipient Request and Justification
 - Revised Award Agreement
 - Revised Appendix A – Special Conditions
 - Revised Appendix B – Project Deliverables
 - Revised Appendix C – Approved Budget
 - Revised Appendix D – Standard Conditions
 - Other (Explain): _____

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
City of Tampa**

AWARD ADJUSTMENT 1

Award Number: CH004
Project Title: Community Violence Intervention and Prevention (CVI) Grant Program
Project Period: 10/01/2024-06/30/2026
Awarded Funds: \$384,040.00
FLAIR Vendor ID: 591101138
CSFA Catalog Number: 71.129

This agreement is entered into by and between the Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Tampa herein referred to as "Recipient); and

WHEREAS the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS the Department has available funds resulting from a single, non-recurring appropriation in The General Appropriations Act, 2024 Legislature, Section 4, Specific Appropriation 1304A, intended to be provided to the Recipient for reimbursement of eligible costs resulting from allowable activities as defined in the agreement, and

WHEREAS the Department conducted an award solicitation to award a portion of funds to 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.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

This award is subject to the special conditions outlined in **Appendix A** and all applicable standard terms and conditions in **Appendix E**.

Schedule of Appendices

- Appendix A – Special Conditions
- Appendix B – Project Deliverables
- Appendix C – Approved Budget
- Appendix D – Sample Timesheet and Activity Log
- Appendix E – Audit and Monitoring Requirements for Awards of State and Federal Financial Assistance
- Appendix F – Standard Terms and Conditions

Scope of Work

Line 1304A of the FY2024-25 Community General Appropriations Act provides funds to the Recipient for the implementation or expansion of Violence Intervention and Prevention (CVI) programs in their jurisdiction.

Section 148 of the FY2025-26 General Appropriations Act reallocated the unobligated balance of funding for this program for FY2025-26, to be utilized for the same purpose.

CVI programs eligible for funding under this award must:

1. Be managed by a multidisciplinary team consisting of law enforcement agencies, nonprofit organizations, and community partners;
2. Utilize evidence-based programs and/or practices designed to reduce or prevent violence; and
3. Serve one or both of the following populations: communities disproportionately impacted by violence; and/or individuals identified as disproportionately at-risk of violence using a risk assessment tool.

The Recipient's program meets these requirements as follows:

1. The program is managed by a multidisciplinary team comprised of the cities of Tampa, Temple Terrace, and Plant City; the Tampa Police Department and Hillsborough County Sheriff's Office; Hillsborough County Public Schools and the University of South Florida; the local State Attorney's Office and Public Defender's Office; Tampa General Hospital; the Children's Board of Hillsborough County; Safe & Sound Hillsborough; and other community partners.
2. The Recipient's program utilizes a focused deterrence strategy. According to CrimeSolutions.gov, focused deterrence is rated as 'Promising' and combines law enforcement, social services, and community mobilization to reduce crime. Offenders will receive referrals to services and job training, while those involved in violent crimes will face stringent penalties as deterrents.
3. The Recipient's program serves individuals identified as "high risk" through the use of a risk profile tool that uses data from the Crime Gun Intelligence Center (CGIC), criminal history, gang affiliation and drug activity, socioeconomic factors, and community input.

The Recipient will use funding to expand their existing CVI program by:

1. Funding regular salaries/overtime, and equipment/supplies for a Crime Analyst employed by the Tampa PD. The Crime Analyst is responsible for gathering and analyzing crime data for the purpose of identifying high-risk individuals or for reports utilized by the multidisciplinary team. NOTE: Time spent on reports used to identify "hot spot" areas is not allowable for reimbursement under this program.
2. Funding regular salaries and overtime for Tampa PD law enforcement officers engaging in community violence prevention and intervention activities, such as engaging with high-risk individuals and members of the community. NOTE: Hot spot or targeted police initiatives and routine patrol are not allowable for reimbursement under this program.
3. Providing funds to a community partner, Safe & Sound Hillsborough, for the purpose of funding salaries and fringe benefits for a Program Manager and Case Manager.
4. The Recipient will contract with approximately five community organizations to expand the reach and impact of their CVI program. **Specific organizations and activities are TBD.**
5. Conduct workshops on intervention and prevention strategies for both law enforcement and community members. Topics such as trauma-informed care and conflict resolution will be covered. **Specific activities are TBD.**
6. Educational materials for workshops and community engagement activities. **Specific items are TBD.**

Recipient Responsibilities

As part of accepting this state financial assistance award, the Recipient shall be responsible for the following activities:

1. The Recipient will be responsible for executing new agreements (or amending existing agreements) with each partnering agency receiving state funds under this award. Agreements may be a contract, scope of services, memorandum of understanding, etc. The Recipient is expected to have agreements or amendments in place with each partnering agency within 30 days of execution of the award. All CVI programs must be operational and providing services no later than 15 days of execution of third-party contracts for services.
2. The Recipient must provide copies of each proposed agreement (or amendment) to FDLE for review and approval to ensure the proposed activities fall within the scope of this agreement.
3. Upon execution of each agreement, the Recipient must provide a copy to FDLE along with a completed "Recipient/Subrecipient vs. Vendor Determination" form (Form DFS-A2-NS).
4. For each partnering agency, the Recipient must provide a Certificate of Subaward to the partnering agency for their review and signature. Upon receipt of the signed copy, the Recipient must countersign and provide a fully executed copy to both the partnering agency and FDLE. A fully executed copy of this document must be maintained on file by all parties.
5. Prior to certifying and submitting a payment request to FDLE, the Recipient shall review each invoice, and the accompanying backup documentation, to ensure the activities and/or services performed are allowable in accordance with **Appendix C**. A sample timesheet and activity log are provided in **Appendix D**. Activities or expenses performed outside the scope of this award are not eligible for reimbursement.

Third Party Responsibilities

Each third-party receiving state funds under the scope of this award shall be responsible for the following activities:

1. Review and sign the Certificate of Subaward and return it to the Recipient. The Recipient will countersign and provide a fully executed copy, which must be maintained in the grant file.
2. The third-party shall invoice the Recipient on a monthly basis for activities or services rendered in accordance with the approved budget (**Appendix C**). Activities or expenses performed outside the scope of this award are not eligible for reimbursement.
3. The third-party agrees to provide the required backup documentation specified in **Appendix C** with each invoice submitted to the Recipient for reimbursement. A sample timesheet and activity log are provided in **Appendix D**.

OCJG Responsibilities

Upon execution of this agreement, FDLE's Office of Criminal Justice Grants (OCJG) shall be responsible for the following activities:

1. OCJG will be responsible for reviewing all agreements or amendments between the Recipient and third-party provider in order to ensure all proposed activities and/or services are allowable.
2. Within ten (10) working days of receipt of documentation required for each third-party (i.e., a copy of the formal agreement, a completed Form DFS-A2-NS, and a fully executed Certificate of Subaward, if applicable), OCJG will amend the Recipient's agreement to update the scope of work and/or approved budget and clear any associated Withholding of Funds conditions. A copy of the amended agreement will be provided to the Recipient upon execution.
3. OCJG will thoroughly review each payment request and associated backup documentation to ensure all activities and expenditures are allowable in accordance with the approved budget (**Appendix C**). Unallowable activities and expenditures will be disallowed and deducted from the total amount payable.

Performance Reports

The Recipient shall be responsible for submitting monthly **CVI Performance Reports** to the Department on the award record in AmpliFund, attesting to the progress made towards the completion of deliverables (**Appendix B**) during each calendar month of the project period (the "Reporting Period"). These reports are due no later than fifteen (15) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/15/2025	7	1/1/2026 – 1/31/2026	2/15/2026
2	8/1/2025 – 8/31/2025	9/15/2025	8	2/1/2026 – 2/28/2026	3/15/2026
3	9/1/2025 – 9/30/2025	10/15/2025	9	3/1/2026 – 3/31/2026	4/15/2026
4	10/1/2025 – 10/31/2025	11/15/2025	10	4/1/2026 – 4/30/2026	5/15/2026
5	11/1/2025 – 11/30/2025	12/15/2025	11	5/1/2026 – 5/31/2026	6/15/2026
6	12/1/2025 – 12/31/2025	1/15/2026	12	6/1/2026 – 6/30/2026	7/15/2026

Failure to submit performance reports by the due date may result in a withholding of future payments. Performance information provided by the Recipient will be used by the Department to compile reports for the Florida Legislature. Documentation to support the successful completion of performance must be maintained by Recipient and made available to the Department upon request. Examples of supporting documentation include but are not limited to: timesheets, activity logs, agendas, itineraries, delivery confirmations, public announcements, sign-in rosters, lesson plans, PowerPoint presentations, etc.

If a project is not operational within sixty (60) days of the original start date of the project 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 of project activities. If a project is not operational within ninety (90) days of the original start date of the award period, the Recipient must submit a second letter to the Department explaining the reasons for the delay. Upon receipt of the second 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.

Financial Reports

The Recipient shall be responsible for entering individual **Expenses** on the award record in AmpliFund throughout the project period as costs are incurred. Detailed instructions are available on OCJG’s website: [Expense Entry, Reporting Period, and Payment Request Guide](#). The description field for each expense must clearly identify: the name of the item or service, the quantity, the unit cost, the method of payment (check, EFT, or credit card), and the dates of service, if applicable. To submit a request for reimbursement in AmpliFund, the Recipient must complete the following three steps in order:

1. Enter Expenses on the award record.
2. Close out a Budget Reporting Period.
3. Submit a Payment Request.

Budget Reporting Periods (and **Payment Requests**** if applicable) are due on a monthly basis no later than thirty (30) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/30/2025	7	1/1/2026 – 1/31/2026	2/28/2026
2	8/1/2025 – 8/31/2025	9/30/2025	8	2/1/2026 – 2/28/2026	3/30/2026
3	9/1/2025 – 9/30/2025	10/30/2025	9	3/1/2026 – 3/31/2026	4/30/2026
4	10/1/2025 – 10/31/2025	11/30/2025	10	4/1/2026 – 4/30/2026	5/30/2026
5	11/1/2025 – 11/30/2025	12/30/2025	11	5/1/2026 – 5/31/2026	6/30/2026
6	12/1/2025 – 12/31/2025	1/30/2026	12	6/1/2026 – 6/30/2026	7/31/2026

*****If no expenses were incurred during the reporting period, a payment request is not required. However, the Recipient should close out the associated Budget Reporting Period.***

Supporting documentation to substantiate costs charged to the award must be uploaded to AmpliFund and redacted to protect any PII as necessary. A list of the specific supporting documentation required for payment is listed in **Appendix C**. All Payment Requests shall be reviewed and audited to the satisfaction of the Department, and additional supporting documentation may be requested by the Department Grant Manager. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, fee schedules, etc.

The final Payment Request shall be submitted to the Department no later than **July 31, 2026**. Any payment due under the terms of this agreement may be withheld until all required reports have been received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the award must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with the terms and conditions of the Agreement may result in financial consequences, including but not limited to: disallowances of payment, forfeiture of funds, and/or termination of the Agreement.

Payments

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 Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. The Department's determination of acceptable expenditures shall be conclusive.

This is a cost-reimbursement agreement. Award funds will be distributed to the Recipient in conjunction with the receipt and review of a Payment Request and all required supporting documentation. Payment Requests must be submitted in AmpliFund by the Recipient Grant Manager, Recipient CFO, or other authorized representative. By submitting a payment request, the Recipient certifies that all costs claimed for reimbursement have been incurred in accordance with the terms and conditions of the Agreement.

Payments will be disbursed in the form of paper check or warrant in accordance with section 215.422, F.S. Recipients may elect to receive direct deposit (EFT) payments by mailing a Direct Deposit Authorization Form to the Department of Financial Services (DFS). This form may be obtained on the DFS website at <https://www.myfloridacfo.com/division/aa/vendors>. Questions about enrolling in direct deposit shall be addressed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517 or DirectDeposit@MyFloridaCFO.com.

Recipients may review their payment history by searching the "Vendor Payment History" website maintained by DFS at <https://fs.fldfs.com/dispub2/cvnhphst.htm>. Instructions for searching this website may be found at: <https://www.myfloridacfo.com/division/aa/training/vendors-providers> under "Job Aids".

Cash Advances

If cost-reimbursement would result in financial hardship for the Recipient, a cash advance for the immediate payment of an invoice or immediate procurement of equipment/supplies may be requested. Contact the Department Grant Manager for more information if an advancement of funds is necessary.

Limitations: Cash advance requests shall be limited to no more than 25% of the total award amount unless the need for additional funding is clearly justified on the request form. Multiple cash advances are allowed; however, the Department shall not issue more than one advance at a time. Cash advances must be utilized for the approved purpose within thirty (30) days of receipt of the funds via check/warrant or EFT. The Recipient shall obtain proof of payment and reconcile the advance with the Department within forty-five (45)

days of receipt of the funds via check/warrant or EFT. Any amount of funds not utilized for the intended purpose must be refunded to the Department prior to the receipt of additional funding.

Amendments

The Department may amend or modify the Agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Recipient. The Recipient may request modifications to the Agreement by submitting a request in writing to the Department Grant Manager. The request shall include a detailed description of any change to project tasks, activities, outcomes, deliverables, services, and/or costs. Costs incurred prior to obtaining written pre-approval from the Department Grant Manager are incurred at the risk of the costs being determined as ineligible for reimbursement.

This award is not eligible for an extension, per Florida law. All funds must be obligated prior to the project end date.

Appendix E – Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement (“Department”) to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department 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

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED

1. 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 of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. 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, 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.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If 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 section 215.97, F.S., 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).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the Department that are solely a matter of Department policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, the Department 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 Department must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (<https://www.fac.gov/>) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:
 - a. The Department at the following email address:
Electronic copy:
OCJGSFA@fdle.state.fl.us
 - b. The Auditor General's Office at each of the following addresses:

Electronic copy:	and	Paper (hard copy):
The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.		Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450
3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.
4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 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.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**

A. State Project:

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	Community Violence Intervention and Prevention (CVI) Grant Program
CSFA Number	71.129
Award Number	CH004
Award Amount	\$384,040.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
 - A. **State Project:** The compliance requirements for Award CH004 are outlined in the award agreement.

Appendix F – Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I : GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

- A. Lobbying Prohibited:** The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received 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.
- B. Independent Contractor:** In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. 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.
- C. Limitations on Advertising:** The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.
- D. Sponsorship:** If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.
- E. Travel Costs:** The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.
- F. 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 individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.
- G. E-Verify:** The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

- H. 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 this 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.
- I. Non-Disclosure Agreements:** Recipients 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 it is informed or notified that any subrecipient or vendor 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 by the Department.
- J. Disputes and Appeals:** Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.
- K. Insurance:** The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.
- L. Intellectual Property Rights:** Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- M. Prohibited Vendor Lists:** The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The “Convicted Vendor List”, pursuant to section 287.133, F.S.
2. The “Discriminatory Vendor List”, pursuant to section 287.134, F.S.
3. The “Forced Labor Vendor List”, pursuant to section 287.1346, F.S.
4. The “Scrutinized List of Prohibited Companies”, pursuant to section 287.135, F.S.
5. The “Suspended Vendor List”, pursuant to section 287.1351, F.S.
6. The “Antitrust Violator Vendor List”, pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

- A. Funding Requirements:** Pursuant to section 215.971(1), F.S.:
1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
 2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
 3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.
- B. Compensation:** This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient’s performance as set forth by the terms and conditions of this Agreement. The State of Florida’s obligation to pay under this agreement is contingent upon an appropriation by the Legislature.
- C. Payment Process:** Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.
- D. EFT Payments:** Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: <https://www.myfloridacfo.com/division/aa/vendors>. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.
- E. Financial Management:** The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.
- F. Expenditures:** All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the [Reference Guide for State Expenditures](#) maintained by the Department of Financial Services.
- G. Taxes:** The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.
- H. Invoices:** Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures. These requirements are summarized in Appendix C of this Agreement.

- I. **Advance Payments:** While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.
- J. **Final Payment Request:** If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

- A. **Refunds:** If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

*FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489*

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

- B. **Recoupment of Funds:** If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

- A. **Legal Proceedings:** Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.
- B. **Duty of Disclosure:** This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

- C. Notification of Instances of Fraud:** Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

- A. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.
- B. Foreign Gifts and Contracts:** The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

- A. Public Records Law:** The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement ("Public Records"), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law ("Public Records Law"). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida's Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.
- B. Public Records Requests:** All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.
- C. Exemption from Public Records:** If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- D. Requests for Redacted Records:** If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

- E. Records Transfer:** If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:

Telephone: (850) 410-7676
Email: publicrecords@fdle.state.fl.us
Mailing Address: Florida Department of Law Enforcement,
Office of Open Government, Public Records Section
P.O. Box 1489
Tallahassee, FL 32302-1489

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

- A. Compliance:** The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.
- B. Property Supervision and Control:** Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).
- C. Maintenance of Property:** The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

- D. Property Records:** All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

- A. Security Interest:** In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.
- B. Expiration of Security Interest:** Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

- A. Allowability:** Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.
- B. Recipient Responsibilities:** The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.
- C. Subrecipient Responsibilities:** Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.
- D. Subrecipient Agreements:** Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:
- A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
 - Specific deliverables related to the tasks/activities outlined in the scope of work.
 - The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

- d) The financial consequences that will apply if the minimum level of service is not attained.
 - e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.
- E. Required Documentation:** The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.
- F. Certificate of Subaward:** When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.
- G. Invoice Requirements:** Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.
- H. Timely Payment of Subcontractors:** If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

- A. Limitations of Liability:** The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

Further, the Recipient shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

SECTION XI: NONPROFIT RECIPIENTS

- A. Allocations for Remuneration Form:** Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- B. Compensation Paid Using State Funds Form:** If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.
- C. IRS Form 990:** Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

- A. Corrective Action:** The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.
- B. Termination for Cause:** The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.
- C. Termination Due to Lack of Funds:** If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.
- D. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

- E. Recipient's Responsibilities upon Termination:** If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.
- F. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- G. Survival:** Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- H. Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.
- I. Notice of Delay from Force Majeure:** In the case of any delay the Recipient believes is excusable under subsection G, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.