FY 2023/2024 (Grant Period October 1, 2023, through September 30, 2024)

AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS OFFICE OF THE ATTORNEY GENERAL

AND

Urban League of Broward County, Inc.

GRANT NO: VOCA-C-2023-Urban League of Broward County-00094

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as õthe OAG, ö an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Urban League of Broward County, Inc., hereafter referred to as õthe Provider,ö and jointly referred to as õthe Parties.ö The parties agree as follows:

CTVKENG 30 ENGAGEMENT OF THE PROVIDER

Vjg QC I gpicigu vjg Rtqxkfgt vq rgthqt o ugtxkegu cu urgekhkgf kp vjku Citgg ogpv0 Cm ugtxkegu ctg vq dg performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of vjg QC I vq vjg uwdeqpvtcevqt0 Cm uwdeqpvtcev citgg o gpvu ykm eqpvckp c fkuenquwtg vq vjku ghhgev0

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 56 W0U0E0 È 42325. Etk og Xkevk o Cuukuvcpeg. 4: E0H0T0 ÈÈ; 60323 vj tqw i j; 60344. vjg hgfgtcn i qxgtp o gpv/ykfg i tcpv twngu cu ugv hqtvj kp 4 E0H0T0 È 422. gv0 ugs0. cpf vjg W0U0 Fgrctv o gpv qh Lwuvkeg. *FQL+. Qhhkeg qh Lwuvkeg Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

CTVKENG 40 SCOPE OF WORK

Hqt vjg 424514246 I tcpv Rgtkqf. vjg Rtqxkfgt ykm ockpvckp c xkevk o ugtxkegu rtqitco vjcv ykm dg available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Providerøs 2023/2024 Grant Application as approved by the OAG and incorporated herein by reference.

CTVKENG 50 TIME OF PERFORMANCE

Vjku Citgg ogpv ykm dgeq og ghhgevkxg qp Qevqdgt 3. 4245. qt qp vjg fcvg yjgp vjku Citgg ogpv jcu dggp signed by all parties, whichever is later, and will end on September 30, 2024. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

CTVKENG 60 GRANT FUNDS

Vjg Rtqxkfgt ykm pqv eq o okping itcpv hwpfu *rc{ ogpvu cpf tgk odwtug ogpvu o cfg wpfgt vjku Citgg ogpv+ with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Providerøs accounting systems must ensure grant funds are not commingled with funds on either a program-byprogram or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be wugf vq uwr rqtv cpqvjgt0 Y jgp vjg Rtqxkfgt)u gzkuvkpi ceeqwpvkpi u{uvg o ecppqv eq o rn{ ykvj vjku tgswktg ogpv. the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

Kp ceeqtfcpeg ykvj vjg rtqxkukqpu qh ugevkqp 4:9027:4. Hnqtkfc Uvcvwygu. kh vjg vgt ou qh vjku Citgg ogpv and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and urgpfkpi cwvjqtkv{ d{ vjg Hnqtkfc Ngikuncvwtg0 Kp cffkvkqp. vjg QC Iøs performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

CTVKENG 70 FINANCIAL CONSEQUENCES

Kp ceeqtfcpeg ykvj ugevkqp 4370;93. Hnqtkfc Uvcvwgu. rtqxkukqpu urgekh{kpi vjg hkpcpekcn eqpugswgpegu that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth kp vjku rctcitcrj0 Vjg Rtqxkfgt ykm dg jgnf tgurqpukdng hqt ockpvckpkpi c xkevko ugtxkegu rtqitco vjcv ykm dg available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG kp ytkvkpi0 kh vjg Rtqxkfgt fqgu pqv ockpvckp c xkevko ugtxkegu rtqitco vjcv ykm dg cxckncdng vq rtqxkfg fktgev services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as fgvgt okpgf d{ vjg QC I0 Vjg rtqxkkqpu kp vjku Ctvkeng fq pqv nk okv vjg QC Iøs rights under the law with regard to breach of this agreement or specified termination provisions.

CTVKENG 80 REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Hnqtkfc cv O{HnqtkfcOctmgvRnceg0eq o0 Kh vjg rctvkgu citgg vjcv gzkigpv ektew ouvcpegu gzkuv vjcv yqwnf rtgxgpv such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register ykvjkp 43 fc{u htq o gzgewvkqp0 Hcknwtg qh vjg RTQXKFGT vq tgikuvgt gngevtqpkecm{ ykvj vjg uvcvg qh Hnqtkfc ykm result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has eq o rnkgf0 Vjg qpnkpg tgikuvtcvkqp ecp dg eq o rngvgf cv< https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: xgpfqtjgnr B o {hnqtkfc0eq o Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

Vjg Rtqxkfgt ykm eqorn{ ykvj vjg crrnkecdng tgswktg ogpvu tgictfkpi tgikuvtcvkqp ykvj vjg U{uvg o hqt Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJøs Office of Justice Programs), and to acquire and provide a Data Wpkxgtucn Pwodgtkpi U{uvg o *FWPU+ pwodgt0 Vjg Rtqxkfgt ykm eqorn{ ykvj crrnkecdng tguvtkevkqpu qp uwdeqpvtcevqtu vjcv fq pqv ceswktg cpf rtqxkfg c FWPU pwodgt0 Vjg fgvcknu qh Rtqxkfgt qdnki cvkqpu ctg rquvgf on the Office of Justice Programsø website at <u>https://www.ojp.gov/funding</u> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. Vjku urgeken eqpfkvkqp fqgu pqv crrn{ vq vjg Rtqxkfgt yjq ku cp kpfkxkfwen cpf tgegkxgf vjg itcpv cy ctf cu c natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. <u>W-9 REQUIREMENT</u>

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <u>http://flvendor.myfloridacfo.com</u>. The Vendor Management Section can also be reached at (850) 413-5519.

CTVKENG : 0 E-GRANT SYSTEM REQUIREMENT

The PROVIDERøs administrator has the authority to grant access to the E-Grant system to the PROVIDERøS employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDERøs agency or when an employeeøs access is no longer necessary to perform their job duties at the PROVIDERøs agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or cp cogpfgf dwfigv crrtqxgf d{ vjg QC I ctg gnkikdng hqt tgk odwtug ogpv ykvj itcpv hwpfu0 Cp{ tgswguvgf modification to the budget must be submitted by the Provider in writing to the OAG and will require prior crrtqxcn d{ vjg QC I0 Dwfigv oqfkhkecvkqp crrtqxcn ku cv vjg uqng fkuetgvkqp qh vjg QC I0 Cp{ itcpv hwpfu reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of XQEC. 56 W0U0E0 È 42325. Etk og Xkevk o Cuukuvcpeg. 4: E0H0T0 ÈÈ; 60323 vjtqwij; 60344. vjg hgfgtcn iqxgtp ogpv/ykfg itcpv twngu cu ugv hqtvj kp vjg 4 E0H0T0 È 422. cpf vjg FQL. Qhhkeg qh Lwuvkeg Rtqitc ou. FQL Hkpcpekcn I wkfg. cpf cp{ qvjgt tgiwncvkqpu qt iwkfgnkpgu ewttgpvn{ qt uwdugswgpvn{ tgswktgf d{ vjg FQL cpf uvcvg or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either fktgevn{ qt kpfktgevn{ hqt ugtxkegu tgk o dwtugf ykvj itcpv hwpfu0 Vjktf rctv{ rc{gtu uwej cu kpuwtcpeg eq o rcpkgu. victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to enkgpvu0 I tcpv hwpfu o wuv dg wugf vq rtqxkfg ugtxkegu vq cm etk og xkevk ou. tgictfnguu qh vjgkt hkpcpekcn tguqwtegu or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination fcvg qh vjku Citgg og pv0 Kh vjg Rtqxkfgt ku c wpkv qh nqecn qt uvcvg iqxgtp og pv. vjg Rtqxkfgt owuv hqmq y vjg y tkvvgp rwtejcukpi rtqegfwtgu qh vjcv iqxgtp og pvcn cigpe{ qt wpkv0 Kh vjg Rtqxkfgt ku c pqp/rtqhkv qticpk|cvkqp. the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or kp gzeguu qh &4.722 wpnguu kv ku fqew og pvgf vjcv vjg xgpfqt ku c uqng uqwteg uwr rnkgt0 Vjg Rtqxkfgt yknn wug vjg lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAGøs Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

Tjg Rtqxkfgt ykm rtqxkfg ugtxkegu vq etk og xkevk ou. cv pq ejctig. vjtqwij vjg XQEC itcpv hwpfgf rtqlgev Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

C0 <u>Total Funds</u> Vjg QC I y km tgk o dwtug vjg Rtqxkfgt hqt eqpvtcevwcn ugtxkegu qt cxckncdknkv{ vq provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in ceeqtfcpeg y kvj vjg vgt o u cpf eqpfkvkqpu qh vjku Citgg o gpv0 Vjg vqvcn uw o qh o qpkgu cxckncdng hqt reimbursement to the Provider for services provided will not exceed \$85,081.00.

D0 õ<u>Availability to Provide Services</u>ö is defined as maintaining sufficient capacity to assist victims during the Providerøs business hours throughout the Agreement term. Providerøs business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Go rnq{gg ngcxg gctpgf wpfgt vjku grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

El õ<u>Contractual Services</u>ö are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

C0 <u>Payment</u>< Rc{ o gpv hqt ugtxkegu rgthqt o gf wpfgt vjku Citgg o gpv ykm dg kuuwgf kp ceeqtfcpeg ykvj vjg rtqxkukqpu qh ugevkqp 4370644. Hnqtkfc Uvcvwygu Vjg QCI ykm jcxg 42 fc{u htq o vjg tgegkrv qh cp{ kpxqkeg

for the approval and inspection of goods or services.

D0 Performance Reports< Cm tgswktgf rgthqt o cpeg tgrqtvu o wuv dg eq o rngvgf d{ vjg Rtqxkfgt cpf tgegkxgf d{ vjg QC I vq fqew o gpv vjg rtqxkukqp qh vjg rtqlgev fgnkxgtcdngu0 Rtqeguukpi qh tgk o dwtug o gpv qh c monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise tgswguvgf d{ vjg QC I0 Vjg swctvgtn{ tgrqtvu hqt swctvgtu gpfkpi Fgeg o dgt. Octej. cpf Lwpg o wuv dg uwd o kwgf by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the end of the ecpegmcvkqp. gz rktcvkqp. qt vgt o kpcvkqp qh vjku Citgg o gpv0

E0 <u>Monthly Invoices</u>< Gzegrv hqt vjg o qpvjn{ kpxqkegu hqt Fgeg o dgt. Octej. cpf Lwpg. gcej o qpvjn{ invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement ku tgswguvgf. wpnguu qvjgt ykug crrtqxgf d{ vjg QC I kp ytkvpi0 Vjg o qpvjn{ kpxqkegu hqt Fgeg o dgt. Octej. cpf June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is tgswguvgf. wpnguu qvjgt ykug crrtqxgf d{ vjg QC I kp ytkvkpi0 Vjg Rtqxkfgt ykm o ckpvckp crrtqrkcvg fqew o gpvcvkqp qh cm equvu hqt y jkej tgk o dwtug o gpv ku uqwi jv qp vjg kpxqkeg0 Vjg QC I oc{ tgswktg cp{ appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if ugtxkegu ctg pqv ucvkuhcevqttn{ eq o rngvgf qt kh vjg fqew o gpvcvkqp ku pqv ucvkuhcevqt{ Vjg hkpcn kpxqkeg ku fwg vq the OAG no later than the last day of the month immediately following the cancellation, expiration, or vgt o kpcvkqp qh vjku C i tgg o gpv0

F0 <u>Correction of Invoices</u>< Kh vjg Rtqxkfgt uwd okvu cp kpxqkeg vjcv fqgu pqv ceewtcvgn{ tghngev vjg equvu associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for rc{ogpv0 Cp{ tgk odwtug ogpv fwg qt cp{ crrtqxcn pgeguuct{ wpfgt vjg vgt ou qh vjku Citgg ogpv ykm dg ykvjjgnf until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have dggp crrtqxgf d{ vjg QCI0

H0 <u>Maintenance and Submission of Reports</u> Vjg Rtqxkfgt ykm ockpvckp cpf vk ogn{ uwd o kv uwej progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

I 0 <u>Matching Grant Award</u> Vjg Rtqxkfgt ku tgswktgf vq ocvej vjg itcpv cyctf cu tgswktgf kp vjg twngu implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the QCI0 Cm hwpfu fgukipcvgf cu ocvej eqpvtkdwvkqpu ctg tguvtkevgf kp vjg ucog ocppgt cpf vq dg gzrgpfgf hqt vjg ucog wugu cu vjg XQEC xkevk o cuukuvcpeg itcpv hwpfu cpf owuv dg gzrgpfgf ykvjkp vjg itcpv rgtkqf0 Wpnguu otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who oc{ jcxg rtqdng ou qdvckpkpi vk ogn{ rc{ ogpvu htq o uvcvg cigpekgu0 Vjg Xgpfqt Qodwfu ocp oc{ dg tgcejgf cv (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension vjgtgqh0 Uwej eqxgtcig oc{ dg rtqxkfgf d{ c ugnh/kpuwtcpeg rtqitc o guvcdnkujgf cpf qrgtcvkpi wpfgt vjg ncyu qh the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or rctvpgt qh vjg uvcvg qh Hnqtkfc. gzegrv yjgtg vjg Rtqxkfgt ku c uvcvg Cigpe{0 Pgkvjgt vjg Rtqxkfgt pqt kvu cigpvu. employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the QCI0 Vjku Citgg o gpv fqgu pqv etgcvg cp{ tkijv vq cp{ uvcvg tgvktg o gpv. ngcxg qt qvjgt dgpghkvu cr nkecdng vq uvcvg of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, ugtxcpv. lqkpv xgpvwtgt. qt rctvpgt qh vjg uvcvg qh Hnqtkfc0 Vjg QCI ykm pqv hwtpkuj uwr rqtv ugtxkegu *g0i0. qhkkeg space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

Vjg Rtqxkfgt ykm ockpvckp c hkng hqt kpurgevkqp d{ vjg QC I qt kvu fgukipgg. Ejkgh Hkpcpekcn Qhhkegt. Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and gzrgpugu. kp fgvckn uwhkekgpv hqt c rtqrgt rtg/cwfkv cpf rquv/cwfkv0 Vjku kpenwfgu vjg pcvwtg qh vjg ugtxkegu performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

Vjg Rtqxkfgt ykm ikxg cwvjqtk|gf tgrtgugpvcvkxgu qh vjg QC I vjg tkijv vq ceeguu. tgegkxg cpf gzc okpg cm tgeqtfu. dqqmu. rcrgtu. ecug hkngu. fqew o gpvu. iqqfu. cpf ugtxkegu tgncvgf vq vjg itcpv hwpfu0 Vjg Rtqxkfgt. d{ signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to vjg rwtrqug qh vjg itcpv cu cwvjqtk|gf kp vjg qtkikpcn crrtqxgf itcpv crrnkecvkqp cpf qt vjg c o gpf o gpvu vjgtgvq0 Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Floridaøu rwdnke tgeqt f ncy0 Vjg Rtqxkfgt will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the QC I0 kh vjg QC I fqgu pqv rquugu vjg tgswguvgf tgeqtfu. vjg QC I ykm ko ogfkcvgn{ pqvkh{ vjg Rtqxkfgt qh vjg request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements qh Ejcrvgt 33;. Hnqtkfc Uvcvwgu. qt qvjgt rtqxkukqpu qh Hnqtkfc nc y. ctg pqv fkuenqugf gzegrv cu cwvjqtk|gf d{ nc y for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Providerøs business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Floridaøs records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER®S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, <u>PublicRecordsRequest@myfloridalegal.com</u>, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the y tkwgp rgt o kuukqp qh vjg QC I0 Kh vjg Rtqxkfgt ku pq nqpigt c itcpv hwpfu tgekrkgpv. cm rtqrgtv{ ceswktgf d{ itcpv funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

C0 Rwtuwcpv vq ugevkqp 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

D0 Vjg cf o kpkuvtcvkqp qh hwpfu fkudwtugf d{ vjg QC I vq vjg Rtqxkfgt o c{ dg uwdlgev vq cwfkvu cpf monitoring by the OAG, as described in this section.

E0 Vkmg 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

- 10 Kp vjg gxgpv vjg Rtqxkfgt gzrgpfu \$750,000 or more during the non-federal entity's fiscal year in hgfgtcn cyctfu. kv owuv jcxg c ukping qt rtqitco/urgekhke cwfkv eqpfwevgf hqt vjcv {gct kp accordance with the provisions of federal government-wide grant rules as set forth in 2 E0H0T0 È 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through vjg QCI d{ vjku Citgg o gpv0 Kp fgvgt o kpkpi vjg hgfgtcn cyctfu gzrgpfgf kp kvu hkuecn {gct. vjg Provider will take into account all sources of federal awards, including federal resources received htqo vjg QCI0 Vjg fgvgt o kpcvkqp qh c o qwpvu qh hgfgtcn cyctfu gzrgpfgf ujqwnf dg kp ceeqtfcpeg with the guidelines established by federal government-wide grant rules as set forth in 2 E0H0T0 È 2000 Cp cwfkv qh vjg Rtqxkfgt eqpfwevgf d{ vjg Cwfkvqt I gpgtcn kp ceeqtfcpeg ykvj 2 E0H0T0 È 200.500, will meet the requirements of this part.
- 20 Kp eqppgevkqp ykvj vjg cwfkv tgswktg o gpvu cfftguugf kp vjku rctv. vjg Rtqxkfgt ykm hwnhknn vjg requirements relative to auditee responsibilities as provided in 2 E0H0T0 È 200.508.
- 30 Kp vjg gxgpv vjg Rtqxkfgt gzrgpfu nguu vjcp \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 E0H0T0 È 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 E0H0T0 È 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

C0 Eqrkgu qh cwfkv tgrqtvu hqt cwfkvu eqpfwevgf kp ceeqtfcpeg ykvj vjg 4 E0H0T0 È 4220722. cpf tgswktgf d{ vjku Citgg ogpv ykm dg uwd o kvvgf. y jgp tgswktgf d{ 4 E0H0T0 È 4220734. d{ qt qp dgjcnh qh vjg Rtqxkfgt directly to the following:

> Qhhkeg qh vjg Cwqtpg{ I gpgtcn Bureau of Advocacy and Grants Management PL-01, The Capitol Tallahassee, Florida 32399-1050

- D0 Cp{ tgrqtvu. ocpcigogpv ngvvgtu. qt qvjgt kphqt ocvkqp tgswktgf vq dg uwd okvvgf vq vjg QC I rwtuwcpv vq this Agreement will be submitted timely in accordance with federal government-wide grant rules as set hqtvj kp 4 E0H0T0 È 422. gv0 ugs0. cu cr nkecdng0
- E0 Rtqxkfgtu ujqwnf kpfkecvg vjg fcvg vjg hkpcpeken tgrqtvkpi rcemcig yeu fgnkxgtgf kp eqttgurqpfgpeg accompanying the financial reporting package.

ARTICLE 21. MONITORING

Ip cf fkvkqp vq tgxkg yu qh cw fkvu eqp fwevg fkp ceeqt fcpeg ykvj 4 E0H0T0 È 4220722. vjg Rtqxkfgt ykm eq o rn{ and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the QC I. kpenw fkp i dwv pqv nk o kvg f vq qp/ukvg xkukvu0 Vjg Rtqxkfgt ykm cnuq eq o rn{ cpf eqqrgtcvg ykvj cp{ inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

Vjg Rtqxkfgt oc{ pqv ceegrv fwrnkecvg hwpfkpi hqt cp{ equv. rqukvkqp. ugtxkeg qt fgnkxgtcdng hwpfgf d{ vjg QC I0 Fwrnkecvkxg hwpfkpi ku fghkpgf cu oqtg vjcp 322 rgtegpv rc{ ogpv htqo cm hwpfkpi uqwtegu hqt cp{ equv. rqukvkqp. ugtxkeg qt fgnkxgtcdng0 Kh vjgtg ctg ownvkrng hwpfkpi uqwtegu cpf c rtqitco ku hwpfgf d{ vjg QC I. vjg OAG or its designee has the right to review all documents related to those funding sources to determine whether fwrnkecvkxg hwpfkpi ku cp kuuwg0 Kh fwrnkecvg hwpfkpi ku hqwpf. vjku Citgg ogpv oc{ dg uwurgpfgf. vgt okpcvgf qt dqvj y jkng vjg gzvgpv qh vjg qxgtrc{ ogpv ku fgvgt okpgf0 Hcknwtg vq eq orn{ ykvj uvcvg qt hgfgtcn nc y. cpf vjg W0U0 Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Citgg ogpv y jkng vjg gzvgpv qh vjg qxgtrc{ ogpv ku fgvgt okpgf0 Cdugpv htcwf. kp vjg gxgpv vjcv vjgtg jcu dggp cp overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. <u>RETURN OF FUNDS</u>

The Provider will return to the OAG any overpayments made to the Provider for unearned income or fkucmq y gf kvg ou rwtuwcpv vq vjg vgt ou cpf eqp fkvkqpu qh vjku Citgg ogpv0 Kp vjg gxgpv vjg Rtqxkfgt qt cp{ qwvukfg accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Rtqxkfgt ykm hqtvj ykvj tgvwtp vjg hwpfu vq vjg QC I0 Ujqwnf vjg Rtqxkfgt hckn vq ko ogfkcvgn{ tgk o dwtug vjg QC I for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the coqwpv qh vjg qxgtrc{ ogpv qt qwvuvcpfkpi dcncpeg vjgtgqh0 Kpvgtguv ykm ceetwg htq o vjg fcvg qh vjg Rtqxkfgtøs initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on rgtuqpu eqpxkevgf qh rwdnke gpvkv{ etk o gu vq vtcpucev dwukpguu ykvj vjg QC I < Y jgp c rgtuqp qt chkhkcvg jcu dggp placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor nkuv0 Vjg Rtqxkfgt egtvkhkgu vjcv pgkvjgt kv pqt cp{ chkhkcvg jcu dggp rncegf qp uwej eqpxkevgf xgpfqt nkuv cpf ykm notify the OAG within five days of its, or any of its affiliates, placement thereon.

ARTICLE 24. GRATUITIES

Tjg Rtqxkfgt yknn pqv qhhgt qt ikxg cp{ ikhv qt cp{ hqt o qh eq o rgpucvkqp vq cp{ QC I g o rnq{gg0 Cu rctv qh the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a rgtkqf qh vyq {gctu0 Kp cffkvkqp vq cp{ qvjgt tg o gfkgu cxckncdng vq vjg QC I. cp{ xkqncvkqp qh vjku rtqxkukqp yknn

result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an crrtqrtkcvg rgtkqf0 Vjg Rtqxkfgt ykm gpuwtg vjcv kvu uwdeqpvtcevqtu. kh cp{. eqorn{ ykvj vjgug rtqxkukqpu0

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or kpxgpvkqp ykm dg fgg ogf vtcpuhgttgf vq cpf qypgf d{ vjg uvcvg qh Hnqtkfc0 Cp{ cpf cm rcvgpv tkijvu ceetwkpi under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

Kp vjg gxgpv vjcv cp{ dqqmu. o cpwcnu. hkn ou. qt qvjgt eqr {tki jvcdng o cvgtkcnu ctg rtqfwegf. vjg Rtqxkfgt y km kfgpvkh{ cm uwej o cvgtkcnu vq vjg QC I0 Vjg Rtqxkfgt fqgu jgtgd{ cuukip vq vjg QC I cpf kvu cuukipu qt successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

Vjg Rtqxkfgt ykm kpfg opkh{ cpf jqnf vjg QC I cpf kvu go rnq{ggu jct onguu htq o cp{ enck o qt nkcdknkv{ whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, rtqeguu. qt ctvkeng o cpwhcevwtgf qt wugf d{ vjg Rtqxkfgt kp vjg rgthqt o cpeg qh vjku Citgg ogpv0 Vjg Rtqxkfgt ykm indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for vjg QC I. vjg tki jv vq eqpvkpwg wug qh. qt vq tgrnceg qt oqfkh{ vjg ctvkeng vq tgpfgt kv pqp/kphtkpikpi0 Kh vjg Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Uwdeqpvtcevu o wuv urgekh{ vjcv cm rcvgpv tkijvu cpf eqr{tkijvu ctg tgugtxgf vq vjg uvcvg qh Hnqtkfc0

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorneyøs fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the rgthqt o cpeg qt qrgtcvkqp qh vjku Citgg ogpv qt cp{ uwdugswgpv oqfkhkecvkqpu qt gzvgpukqpu vjgtgqh0 Vjg Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to kpfg opkh{ vjg QCI ykvjkp ugxgp fc{u chvgt pqvkeg d{ vjg QCI0 Vjg Rtqxkfgt ykm rc{ cm equvu cpf hggu including attorneyøs fees related to these obligations and their enforcement by the OAG. The OAGøs failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for cp{ enck ou. uwkvu. lwfi ogpvu. qt fc ocigu ctkukpi uqngn{ htq o vjg pginkigpv cevu qh vjg QCI0 Vjg Rtqxkfgt ykm assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Providers.

BCH9. H\Y]bXYa b]ZJWUh]cb dfcj]g]cbgcZh\]g5fh]WY UfY bchUdd`]WUV`Y hc Ybh]h]Yg]XYbh]ZJYX]b section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

C0 <u>Termination at Will</u>< Vjku Citggogpv oc{ dg vgt okpcvgf d{ vjg QCI hqt cp{ tgcuqp wrqp hkxg fc{u

written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

D0 Vgt okpevkqp hqt Pqp/Crrtqrtkevkqp qt Nem qh Hwpfu< Kp vjg gxgpv hwpfu hqt rc{ ogpv rwtuwepv vq vjku Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

E0 Wrqp Vgt o kpcvkqp< Kp vjg gxgpv vjku Citgg o gpv ku vgt o kpcvgf d{ vjg QC I. vjg Rtqxkfgt ykm fgnkxgt documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

 $F\emptyset$ Pqvykvjuvcpfkpi vjg cdqxg. vjg Rtqxkfgt ykm pqv dg tgnkgxgf qh nkcdknkv{ vq vjg QC I hqt fcocigu sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may kpenwfg vjg Qopkdwu Etkog Eqpvtqn cpf Uchg Uvtggvu Cev qh 3;8: *56 W0U0E0 ÈÈ 3244:*e+ cpf 32443*c++= vjg Xkevk ou qh Etkog Cev qh 3;:6. cu cogpfgf *56 W0U0E0 È 42332*g++= Vjg Lwxgpkng Lwuvkeg cpf Fgnkpswgpe { Rtgxgpvkqp Cev qh 3;96. cu cogpfgf *56 W0U0E0 È 333:4*d++= Vkvng XK qh vjg Ekxkn Tkijvu Cev qh 3;86 *64 W0U0E0 È 4222f+= Ugevkqp 726 qh vjg Tgjcdknkvcvkqp Cev qh 3;95 *4; W0U0E0 È9;6+. Vkvng KK qh vjg Cogtkecpu ykvj Fkucdknkvkgu Cev qh 3;;2 *64 W0U0E0 È 34353/56+= Vkvng KZ qh vjg Gfwecvkqp Cogpf ogpvu qh 3;94 *42 W0U0E0 ÈÈ 38:3. 38:5. 38:7/:8+= vjg Cig Fkuetk okpcvkqp Cev qh 3;97 *64 W0U0E0 ÈÈ 8323/29+= cpf Gzge0 Qtfgt 3549; *89 Fed. Reg. 241).

Rwtuwcpv vq crrnkecdng hgfgtcn nc yu cpf Ejcrvgt 982. Hnqtkfc Uvcvwvgu. vjg Rtqxkfgt ykm pqv fkuetk o kpcvg against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, uwdeqpvtcevqtu. uwd/itcpvggu. qt qvjgtu vjcv vjg Rtqxkfgt gpicigu vq rtqxkfg ugtxkegu qt dgpghkvu vq enkgpvu qt employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

Vjg Rtqxkfgt owuv jcxg rqnkekgu cpf rtqegfwtgu kp rnceg hqt tgurqpfkpi vq eq ornckpvu qh fkuetk okpcvkqp vjcv gornq{ggu cpf dgpghkekctkgu hkng fktgevn{ ykvj vjg Rtqxkfgt0 Kphqt ocvkqp rtqxkfgf d{ vjg W0U0 Fgrctv ogpv qh Justice, Office of Justice Programs, to assist with policy and procedure development is available at <u>http://ojp.gov/about/offices/ocr.htm</u>.

Kp vjg gxgpv c hgfgtcn qt uvcvg eqwtv. qt c hgfgtcn qt uvcvg cf o kpkuvtcvkxg cigpe{. o cmgu c hkpfkpi qh discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs,

Office for Civil Rights (OCR), and the OAG.

Cu enctkhkgf d{ Gzgewkxg Qtfgt 35388. Kortqxkpi Ceeguu vq Ugtxkegu hqt Rgtuqpu ykvj Nkokvgf Gpinkuj Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of nkokvgf Gpinkuj rtqhkekgpe{ *NGR+0 Vq gpuwtg eqornkcpeg ykvj vjg Uchg Uvtggvu Cev cpf Vkvng XK qh vjg Ekxkn Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access vq kvu rtqitcou cpf cevkxkvkgu0 Ogcpkpihwn ceeguu oc{ gpvckn rtqxkfkpi ncpiwcig cuukuvcpeg ugtxkegu. kpenwfkpi qtcn cpf ytkvgp vtcpuncvkqp. y jgtg pgeguuct{0 Vjg Rtqxkfgt ku gpeqwtcigf vq eqpukfgt vjg pggf hqt ncpiwcig services for LEP persons served or encountered both in developing its budgets and in conducting its programs cpf cevkxkvkgu0 Cffkvkqpcn cuukuvcpeg cpf kphqt ocvkqp tgictfkpi {qwt NGR qdnkicvkqpu ecp dg hqwpf cv http://www.lep.gov.

Kp ceeqtfcpeg ykvj hgfgtcn ekxkn tkijvu ncyu. vjg Rtqxkfgt yknn pqv tgvcnkcvg cickpuv kpfkxkfwcnu hqt vcmkpi action or participating in action to secure rights protected by these laws.

Cm Rtqxkfgtu owuv eq o rngvg c tgxkg y qh vjg Qhhkeg qh Lwuvkeg Rtq i tc ou. Qhhkeg hqt Ekxkn Tk i jvu vtckpkp i modules during the 2023-2024 grant period and confirm compliance with this requirement to the OAG through ugh/ tgrqtvkpi d{ Fgeg o dgt 53. 42450 Vjg vtckpkpi o qfwngu ctg cxckncdng cv http://ojp.gov/about/ocr/assistance.htm0 Rwtuwcpv vq ugevkqp 4:90356. Hnqtkfc Uvcvwygu. cp gpvkv{ qt chhknkcvg who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant wpfgt c eqpvtcev ykvj cp{ rwdnke gpvkv{= cpf o c{ pqv vtcpucev dwukpguu ykvj cp{ rwdnke gpvkv{0 Vjg Rtqxkfgt will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

Vjg QET kuuwgf cp cfxkuqt{ fqew o gpv hqt hgfgtcn i tcpv tgekrkgpvu qp vjg rtqrgt wug qh cttguv cpf eqpxkevkqp tgeqtfu kp o cmkpi jktkpi fgekukqpu0 Ugg Cfxkuqt{ hqt Tgekrkgpvu qh Hkpcpekcn Cuukuvcpeg htq o vjg U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at <u>http://ojp.gov/about/ocr/pdfs/UseofConviction Advisory.pdf</u>0 Tgekrkgpvu should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in wpnc y hwn g o rnq{ o gpv fkuetk o kpcvkqp0 Kh y cttcpvgf. tgekrkgpvu ujqwnf cnuq kpeqtrqtcvg cp cpcn{uku qh vjg wug qh arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or dgpghkvkpi htq o+ rtq itc ou vjcv ctg hwpfgf d{ vjqug uc og hgfgtcn hwpfu0 Cu cp gzc o rng. rtqxkfgf d{ vjg Qhhkeg for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA rtq itc o0 Vjku uc og rtqvgevkqp cnuq cr rnkgu vq vjg uvwfgpvu) rctgpvu qt ng icn i wctfkcpu0

ARTICLE 31. ACKNOWLEDGEMENTS

A. Cm rwdnkecvkqpu. cfxgtvkukpi. qt ytkvgp fguetkrvkqpu qh vjg urqpuqtujkr qh vjg rtqitco ykm uvcvg< "This project was supported by Award No. VOCA-C-2023-Urban League of Broward County-00094 awarded by vjg Qhhkeg hqt Xkevk ou qh Etk og. Qhhkeg qh Lwuvkeg Rtqitcou0 Urqpuqtgf d{ *Urban League of Broward County, Inc.) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications,

websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the igpgtcn vgzv qh vjg fqew o gpv0 Vjg hwm ekxkn tkijvu uvcvg o gpv o wuv dg wugf yjgpgxgt rquukdng0 Ukping rcig documents that do not have space for the full civil rights statement may contain a condensed version in a print uk|g pq u o cmgt vjcp vjg vgzv wugf vjtqwijqwv vjg fqew o gpv0 Kh vjg ekxkn tkijvu uvcvg o gpv ku o kuukpi qp c publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. <u>Full Civil Rights Statement</u>: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or <u>https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint</u>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. <u>Condensed Civil Rights Statement</u> Vjg Urban League of Broward County, Inc. is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the rwdnke0 Vjg \$Ekxkn Tkijvu Hcev Ujggv\$ yknn dg ocfg cxckncdng vq vjg Rtqxkfgt xkc vjg QCI G/Itcpvu Ocpcigogpv System.

ARTICLE 32. <u>EMPLOYMENT</u>

C0 Vjg gornq{ogpv qh wpcwvjqtk|gf cnkgpu d{ vjg Rtqxkfgt ku eqpukfgtgf c xkqncvkqp qh Vkvng : ugevkqp 496C*c+ qh vjg Kookitcvkqp cpf Pcvkqpcnkv{ Cev0 Kh vjg Rtqxkfgt mpqykpin{ gornq{u wpcwvjqtk|gf cnkgpu. uwej xkqncvkqp yknn dg ecwug hqt wpkncvgtcn ecpegnncvkqp qh vjku Citggogpv0 Cp{ ugtxkegu rgthqt ogf d{ cp{ uwej unauthorized aliens will not be paid.

D0 Kp ceeqtfcpeg ykvj ugevkqp 66:02;7*4+. Hnqtkfc Uvcvwgu. vjg Rtqxkfgt owuv tgikuvgt ykvj cpf wug the U.S. Department of Homeland Securityøs E-Verify system: https://www.e-verify.gov/ to verify the work cwvjqtk|cvkqp uvcvwu qh cm pgy gornq{ggu jktgf vq rgthqt o ugtxkegu urgekhkgf kp vjg Rwtejcug Qtfgt0 Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating vjcv vjg uwdeqpvtcevqt fqgu pqv gornq{. eqpvtcev ykvj. qt uwdeqpvtcev ykvj cp wpcwvjqtk|gf cnkgp0 Vjg Rtqxkfgt ykm ockpvckp c eqr { qh uwej chkfcxkv hqt vjg fwtcvkqp qh vjg Citgg ogpv0 Vjg QCI oc{ tgswguv fqew ogpvcvkqp of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2) (a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG cpf vjg Rtqxkfgt0 Pq vjktf rctv{ vq vjku Citgg ogpv. kpenwfkpi vjg xkevk ou ugtxgf d{ vjg Rtqxkfgt. jcxg cp{ tkijvu wpfgt vjku Citgg ogpv0 Pq vjktf rctv{ oc{ tgn{ wrqp vjku Citgg ogpv. qt vjg tkijvu cpf tgrtgugpvcvkqpu etgcvgf d{ it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract cf o kpkuvtcvqtu qt vjgkt fgukipggu0 Cnn pqvkegu o wuv dg ikxgp vq vjg rctvkgu) eqpvtcev cf o kpkuvtcvqtu tgurgevkxgn{0

B. Vjg QC I)u eqpvtcev cfokpkuvtcvqt ku Ejtkuvkpc H0 J cttku. Ejkgh. Dwtgcw qh Cfxqece{ cpf I tcpvu Management.

C. The Providerøs contract administrator will be provided at the time of execution.

D. Vjg rctvkgu ykm rtqxkfg gcej qvjgt ykvj ytkvgp pqvkhkecvkqp qh cp{ ejcpig kp kvu fgukipcvgf tgrtgugpvcvkxg hqt vjku Citgg ogpv0 Uwej ejcpigu fq pqv tgswktg c hqt ocn ytkvvgp cogpf ogpv vq vjku Citgg ogpv0

ARTICLE 35. CONTROLLING LAW AND VENUE

Tjku Citgg o gpv y knn dg iqxgtpgf d{ vjg nc yu qh vjg uvcvg qh Hnqtkfc0 Cnn nkvki cvkqp ctkukpi wpfgt vjku Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Providerøs approved 2023-2024 grant application in the E-Grants Management U{uvgo.godqf{ vjg gpvktg citgg o gpv qh vjg rctvkgu0 Vjgtg ctg pq rtqxkukqpu. vgtou. eqpfkvkqpu.qt qdnki cvkqpu qvjgt vjcp vjqug eqpvckpgf jgtgkp0 Vjku Citgg o gpv uwrgtugfgu cnn rtgxkqwu eq o o wpkecvkqpu.tgrtgugpvcvkqpu qt citgg o gpv u qp vjku uc o g uwdlgev. xgtdcn qt y tkvvgp. dgv y ggp vjg rctvkgu0 Vjgtg ctg pq tgrtgugpvcvkqpu qt statements that are relied upon by the parties that are not expressly set forth herein.

Vjg Rtqxkfgt)u ukipcvwtg dgnq y urgekhkecm{ cempq yng f igu wp f gtuvcp f kpi qh vjg hcev vjcv vjg rtkxkng ig qh qdvckpkpi c XQEC itcpv ku pqv uq o gvjkpi vjku qt cp{ Rtqxkfgt ku gpvkvng f vq tgegkxg0 Vjku Citgg o gpv ku hqt qpg/ vk og hwp f kpi qpn{ cpf ykm pqv gzegg f qpg hg f g tcn hkuecn {gct0 Vjgtg ku cduqnwvgn{ pq gzrgevcvkqp qt iwctcpvgg. k o rnkg f qt qvjgt ykug. vjg Rtqxkfgt ykm tgegkxg XQEC hwp f kpi kp vjg hwvwtg0 Gcej qh vjg rctvkgu gzgewvkpi vjku Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement. IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Urban League of Broward County, Inc., have executed this agreement.

throwin Storyl

Authorizing Official

Germaine Smith Baugh

Print Name

Jan 22, 2024

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

Ja Dung

OAG Authorizing Official John Guard

Print Name

Jan 11, 2024

Date

Office of the Attorney General Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	General	of the Attorney Victims of Crime Act Grant	2023-20)24	
Subrecipient Name and Address	OAG Grant Nu	mber			
Urban League of Broward County, Inc. 560 NW 27th Avenue Fort Lauderdale, Florida 33311	VOCA-C-2023	VOCA-C-2023-Urban League of Broward County-00094			
Subrecipient DUNS Number	Project Period:	Project Period: From 10/1/2023 To 9/30/2024			
Subrecipient IRS/Vendor/FEIN Number	EIN Number Budget Period: From 10/1/2023 To 9/30/2024				
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula				Award is R&D (Y/N) No	
Previous Award Amount \$0.00	Amount of this \$85,081.00	Amount of this Award \$85,081.00		Total Award \$85,081.00	
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.					
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance					
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.					
Federal Award Agency U.S. Department of Justice		OVC Project Period			
Office of Justice Programs Office for Victims of Crime		2020-2021: From 10/1/2019 to 9/30/2024 2021-2022: From 10/1/2020 to 9/30/2024			
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021		OVC Total Award to OAG \$106,717,018 \$66,670,292			
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380		Bureau Contact <u>contact.voca@myfloridalegal.com</u> (850) 414-3380			
Signature, OAG Authorizing Official, Date	an 11, 2024	Signature, Agency Exec		an 22, 2024	

VOCA-C-2023-Urban League of Broward County-00094

Final Audit Report

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2024-01-22

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