

RESOLUTION NO. 2024- \_\_\_\_\_

**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 \$750,000 FROM OCTOBER 1, 2023 TO SEPTEMBER 30, 2025, UNLESS EXTENDED; 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 \$1,500,000 from the Department of Justice for the Community – Based Violence Intervention and Prevention Initiative pursuant to Resolution 2022-978 signed on November 3, 2022; and

**WHEREAS**, the City wishes to use those funds to contract with Safe & Sound Hillsborough to provide Intensive Case Managers who will provide 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 \$750,000 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 October 1, 2023.

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

**AND:** Corporation to Develop Communities of Tampa, Inc (Subrecipient)  
DBA Safe & Sound Hillsborough  
1002 East Palm Avenue, Suite 200  
Tampa, FL 33605

**PROGRAM EFFECTIVE DATE:** October 1, 2023

This is a Subaward agreement under a federal assistance grant between the City of Tampa (“the City”), a municipal corporation organized and existing under the laws of the State of Florida, and Corporation to Develop Communities of Tampa, Inc (“Safe & Sound Hillsborough”), a non-profit corporation located at Corporation to Develop Communities of Tampa, Inc DBA Safe & Sound Hillsborough, 1002 East Palm Avenue, Suite 200, Tampa, FL 33605.

The total project cost of this Subaward will not exceed **\$750,000.00** (seven hundred and fifty thousand dollars) without prior written authorization from the City. The total project budget under this Sub-grant agreement includes **\$714,198.00** (seven hundred fourteen thousand and one hundred and ninety-eight dollars) (Sub-grant amount) (**ATTACHMENT II**) in Federal 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 “Safe & Sound Hillsborough”) is to partner with the Tampa Police Department to provide care coordination and navigation services to participants randomized to the treatment groups served by this grant. The statement of work consists of the hiring of two Intensive Case Managers (ICMs) that will operate under the Outreach and Support Services Manager. ICMs will have experience in: targeted case management, referral and connectivity to services, navigating through insurance for provision of services, case notation, and community outreach. The ICMs will work 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, health care, income, food, clothing, and transportation. The ICMs will work to schedule necessary appointments with behavioral health providers to increase access to services under the Tampa Community Violence Initiative project (TCVI) (**ATTACHMENT I**).

A.2 This Sub-grant is issued to Safe & Sound Hillsborough 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 III**); the approved Scope of Work (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

**B. PERIOD OF SUB-GRANT AGREEMENT**

- B.1 This Sub-grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Safe & Sound Hillsborough in furtherance of program objectives during the period commencing on **October 1, 2023**, and terminating no later than the completion date of **September 30, 2025, with a potential extension till September 30, 2026.**
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this Sub-grant.

**C. ORIGINATING SOURCE OF FUNDING**

- C.1 The originating source of these Federal assistance grant funds to the City of Tampa is the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Grant No. **15PBJA-22-GG-04727-CVIP (APPENDIX I).**
- C.2 The originating grant period is from **October 1, 2022, to September 30, 2025.**
- C.3 The **Catalogue of Federal Domestic Assistance (CFDA)** number is: 16.045, **Community-Based Violence Intervention and Prevention Initiative.**

**D. AMOUNT OF SUB-GRANT AND PAYMENT**

- D.1 The City of Tampa, is acting of a pass-through entity under this Sub-grant agreement, will pay Safe & Sound Hillsborough a total of **\$714,198** (seven hundred fourteen thousand and one hundred and ninety-eight dollars) for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. The City shall not be liable for reimbursing Safe & Sound Hillsborough for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Safe & Sound Hillsborough 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 City (**Attachment III and IV**). Funds will be made available within 15 working days of receipt of the financial reports in accordance with the reporting provisions in **Section H**. No funds will be released until the 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:
- Safe & Sound Hillsborough failure to make satisfactory progress towards the goals and objectives set forth in Attachment 1.
  - Safe & Sound Hillsborough default on or otherwise inability to adhere to the conditions or provisions of this agreement.
  - Safe & Sound Hillsborough 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 City upon the request of the Safe & Sound Hillsborough, subject to the availability of funds, satisfactory progress of the project and continued relevance to the City program. The City will provide written notice to the Safe & Sound Hillsborough if additional funds have been obligated.
- D.6 The City reserves the right to withhold 10% of the Sub-grant amount from final payment until after all required final project reports are received and accepted by the City.
- D.7 All payments to Safe & Sound Hillsborough 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 in the City of Tampa, Hillsborough County, Florida.
- E.2 The City 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. SUB-GRANT MODIFICATIONS**

The following modifications require written approval from the City:

- 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 percent of the total Sub-grant award.
- To add a line item to the budget.
- To Sub-grant or contract any portion of this award to a third party.
- To change the effective period of the agreement.
- To hire a consultant at a rate exceeding \$650 per 8-hour day.

**H. REPORTING**

**Financial Reporting**

- H.1 Safe & Sound Hillsborough shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by the City, Safe & Sound Hillsborough may be required to send the supporting documentation to support claims made on the Financial Report. the City may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Safe & Sound Hillsborough as necessary.

H.2 Safe & Sound Hillsborough shall prepare financial reports on a monthly basis throughout the project period, according to the timetable below:

| Financial Reporting Period | Due Date to the City |
|----------------------------|----------------------|
| October 1 – October 31     | November 5           |
| November 1 – November 30   | December 5           |
| December 1 – December 31   | January 5            |
| January 1 – January 31     | February 5           |
| February 1 – February 28   | March 5              |
| March 1– March 31          | April 5              |
| April 1 – April 29         | May 5                |
| August 1 – August 31       | September 5          |
| September 1 –September 30  | October 5            |

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, upon request.

H.4 A final financial report under this Sub-grant must be provided to the City no later than **September 30, 2025, with a potential extension till September 30, 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 City shall notify Corporation To Safe & Sound Hillsborough of such occurrence, and the City may terminate this Agreement, without penalty or expense to the City, upon no less than twenty-hours (24) hours written notice to the Safe & Sound Hillsborough. The City 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 City shall notify the Safe & Sound Hillsborough of such occurrence and the City may terminate this Agreement, without penalty or expense to the City, upon no less than twenty-four (24) hours written notice to the Safe & Sound Hillsborough. The City shall pay Safe & Sound Hillsborough for services incurred by Safe & Sound Hillsborough prior to termination, but only if and to the extent reimbursed for such services by the Bureau of Justice Assistance. Any costs incurred by Safe & Sound Hillsborough after the effective date of the termination will not be reimbursed.

**Programmatic Reporting**

H.6 Safe & Sound Hillsborough shall prepare written programmatic reports monthly throughout the project period, according to the following timetable:

| <b>Performance Reporting Period</b><br>outcomes of grant activities, demonstrating if programs accomplish goals and objectives | <b>Due Date to the City</b> |
|--|-----------------------------|
| October 1 – October 31   | November 5                  |
| November 1 – November 30   | December 5                  |
| December 1 – December 31   | January 5                   |
| January 1 – January 31   | February 5                  |
| February 1 – February 28   | March 5                     |
| March 1– March 31  | April 5                     |
| April 1 – April 29   | May 5                       |
| August 1 – August 31   | September 5                 |
| September 1 –September 30  | October 5                   |

H.7 Programmatic reports should include the following information (**ATTACHMENT IV**):

- a. Major activities, program highlights, and accomplishments during this period;
- b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
- c. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals;
- d. Significant findings and events;
- e. Planned activities for the following quarter; and
- f. Administrative and logistical changes or constraints.

H.8 A final programmatic report under this Sub-grant must be provided to the City no later than 60 days from the grant closure anticipated to be **September 30, 2025, with a potential extension till September 30, 2026.**

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

H.10 The City may, at its discretion, require other programmatic reports from Safe & Sound Hillsborough.

**I. SPECIAL AWARD CONDITIONS**

The Federal award special conditions are attached in **Appendix II**.

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

J.1 As a condition of the receipt of this award, the City may conduct monitoring to ensure Safe & Sound Hillsborough capacity the City 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 Safe & Sound Hillsborough has in place effective internal controls to achieve these goals.

J.2 Monitoring will include an assessment of the performance of the Safe & Sound Hillsborough against the goals and performance standards of the Federal Assistance Grant and as required

herein. Substandard performance as determined by the grantor (BJA) will constitute non-compliance with this Agreement.

- J.3 As a part of its ongoing monitoring process, the City will evaluate Safe & Sound Hillsborough progress and project goal attainment based on monthly reports prepared by Safe & Sound Hillsborough and submitted to the City, as well as through regular meetings and/or ongoing discussions with Safe & Sound Hillsborough project staff.
- J.4 In addition, the City 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 City will inform the Safe & Sound Hillsborough in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the City 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 City as a result of any and all monitoring activities.
- J.6 The City reserves the right to request additional monitoring and evaluation measures to ensure that the Safe & Sound Hillsborough fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- J.7 The City reserves the right to terminate this Sub-grant Agreement if Safe & Sound Hillsborough is unwilling or unable to achieve and/or complete any portion of or all project goals, or if the Safe & Sound Hillsborough refuses to cooperate with the City monitoring requests.
- J.8 If action to correct substandard performance revealed during monitoring is not taken by Safe & Sound Hillsborough within a reasonable period of time after being notified by the City, Sub-grant 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 a Sub-grant or contract without prior written approval from the Grant Administrator for the City.
- K.2 Under the terms of this agreement with the City, Safe & Sound Hillsborough has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Safe & Sound Hillsborough must direct all notices, requests, and other communication relating to this Sub-grant agreement to the City at the address specified in **Section L.1**.

**L. DOMICILE**

- L.1 The City 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 Sub-grant:

|                         |  |
|-------------------------|--|
| Name and Title:         | Nilda Otero, Grant Administrator         |
| Organization:           | Tampa Police Department                  |
| Street Name and Number: | 411 N Franklin St, 8 <sup>th</sup> 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 respect to any notice that may arise out of or in connection with this Sub-grant:

|                         |                                      |
|-------------------------|--------------------------------------|
| Name and Title:         | Freddy Barton                        |
| Organization:           | Safe & Sound Hillsborough            |
| Street Name and Number: | 1002 E. Palm Ave, Suite 200          |
| City, State and Zip:    | Tampa, FL 33605                      |
| Country:                | U.S.                                 |
| Telephone Number:       | 813-327-8317                         |
| Facsimile Number:       | NA                                   |
| Email Address           | fbarton@safeandsoundhillsborough.org |

**M. INDEMNIFICATION**

- M.1 Safe & Sound Hillsborough shall indemnify, hold harmless, and defend the City, and the respective officers, agents and employees of the City (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. The extent of this indemnification shall 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 Article 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 City that no gifts or gratuities have been or will be given to any The City 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 warrants 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 City, including but not limited, to The City's ordinances and policies regarding Women and Minority Business Enterprise, Equal Employment Opportunity, Affirmative Action, Human Rights and Ethics. Moreover, Safe & Sound Hillsborough acknowledges and understands that the City's Charter and Ethics Code prohibit any such contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. Safe & Sound Hillsborough shall ensure that no City 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 the 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 the 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 City as if Safe & Sound Hillsborough was a party to the Grant Agreement and a recipient of the Grant in lieu of the City. However, if any of the terms of this Agreement are stricter than the terms of the Grant Agreement and are not otherwise in conflict

with the Grant Agreement, then Safe & Sound Hillsborough will also comply the 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 the 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 which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

**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 City. Safe & Sound Hillsborough being a not-for-profit corporation receiving public funding or non-monetary contributions through the City shall recognize the City for its contribution in all promotional materials and at any event or workshop for which the City 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.

*<Intentionally left blank>*

**REPRESENTATIONS AND WARRANTIES**

The Grantee and the Sub-Grantee 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.

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**

**Alternative:  
Attn: Legal Unit  
Tampa Police Department  
411 N. Franklin St.  
Tampa, FL 33602**

[Lee.Bercaw@tampagov.net](mailto:Lee.Bercaw@tampagov.net)

[TPD-Service@tampagov.net](mailto:TPD-Service@tampagov.net)

**ATTACHMENTS**

- I. Safe & Sound Hillsborough Scope of Work
- II. Safe & Sound Hillsborough Approved Project Budget
- III. Request for Payment
- IV. Program Performance Report
- V. Safe & Sound Hillsborough Monitoring Plan
- VI. Anti-Prostitution Certification

**APPENDICES**

- I. Federal Grant Agreement
- II. Federal Award Special Conditions
- III. Mandatory Standard Provisions
- IV. The City of Tampa Insurance Requirements

*<Intentionally left blank>*

## Agreement

By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

*Please sign **two** originals of this document. One original remains with the Safe & Sound Hillsborough, and the second original is returned to the City at the address referenced in **Section L** of this agreement:*

In the event of a default under the Grant Agreement or the failure of the Safe & Sound Hillsborough to perform or complete the Project or work required under the Grant Agreement, then Safe & Sound Hillsborough shall immediately, after written notice of such a default or failure to perform, undertake any and all curative actions required under the Grant Agreement or by the Bureau of Justice Assistance in a timely manner. In the event that Safe & Sound Hillsborough is unable to timely correct such a default or performance failure to the satisfaction of the Bureau of Justice Assistance, then Safe & Sound Hillsborough will indemnify and hold the City harmless from and against any damages or costs that are incurred by the City in connection with said default or failure of Safe & Sound Hillsborough to perform including reasonable attorney's fees and costs. This is in addition to any other right or remedy that the City may have under this Agreement.

**(SIGNATORY PAGE BELOW)**

IN WITNESS WHEREOF, the Corporation to Develop Communities of Tampa, Inc (Safe & Sound Hillsborough) and the City respectively, have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

City of TAMPA

BY: \_\_\_\_\_  
The City Clerk/Deputy the City Clerk

BY: \_\_\_\_\_  
Jane Castor, Mayor

Prepared by and approved  
as to legal sufficiency:

Date of Execution: \_\_\_\_\_

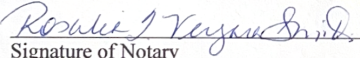
\_\_\_\_\_  
Michael Schmid  
Sr. Assistant the City Attorney

  
\_\_\_\_\_  
Freddy Barton, Executive Director  
Safe & Sound Hillsborough

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2023, by means of  physical presence or  online notarization by Freddy Barton, Executive Director as President and CEO of the Corporation to Develop Communities of Tampa, Inc ("Safe & Sound Hillsborough") of Tampa, Inc. He/she is (mark one)  personally known to me or  has produced: \_\_\_\_\_ as identification.

(Type of Picture Identification/No.)

  
\_\_\_\_\_  
Signature of Notary

Rosalia T Vergara-Smith  
Name of Notary Typed, Printed or Stamped



\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number If Any

## ATTACHMENT I

### SCOPE OF WORK APPROVED PROJECT WORK PLAN

As the case management provider on this grant 15PBJA-22-GG-04727-CVIP Safe & Sound Hillsborough will partner with the Tampa Police Department to provide care coordination and navigation services to participants randomized to the treatment groups served by this grant.

The statement of work consists of the hiring of two Intensive Case Managers (ICMs) that will operate under the Outreach and Support Services Manager. ICMs will have experience in: targeted case management, referral and connectivity to services, navigating through insurance for provision of services, case notation, and community outreach. The ICMs will work 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, health care, income, food, clothing, and transportation. The ICMs will work to schedule necessary appointments with behavioral health providers to increase access to services.

#### *Ability to provide services identified*

Safe & Sound Hillsborough shall continue to provide programming for juvenile male offenders and other at-risk youth. Safe & Sound shall continue to provide for mentor training and support, transportation support for youth, and increased and expanded workshops designed to build better relationships.

#### *Addressing culture within grant framework*

Safe & Sound shall ensure cultural competence is carried out by examining beliefs and cultural lenses when working with those served under this Agreement. Mentors and staff shall partner with families to support youth. Safe & Sound Hillsborough shall develop strategies to address cultural competence while practicing diversity and inclusion through the grant program. Training for mentors and staff shall 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*

Safe & Sound Hillsborough shall ensure the grant program includes representation from minority, migrant and other populations that may be considered underserved. As minority youth represent over 80% of our juvenile delinquent population, Safe & Sound Hillsborough shall work with youth ordered and/or referred from our juvenile court system. Safe & Sound Hillsborough shall work with Guardian Ad Litem, to also identify youth that are underrepresented and those that have guardians with limited abilities that would benefit from services under this Agreement.

#### *Long term goals of project*

Youth enrolled in the grant program(s) 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 in school
- Reduction of 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 areas. 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 ICM 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 ICM 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

Safe & Sound Hillsborough shall develop an Individual Service Plan that allows youth to work with their ICM on goals and stay in a positive environment which allows them to progress at their own pace while still meeting requirements. Safe & Sound Hillsborough will develop Individual Service Plans that when broken into multiple weeks can be achieved at a youth's individual learning and processing level. Working alongside each youth, the program staff and ICM will be able to coach and/or assist each youth with their Individual Service Plan. This will also serve as a method by which ICM 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 ICM 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:

|                     |                                     |   |
|---------------------|-------------------------------------|---|
| <b>Inside cover</b> | 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 |
| <b>Tab 1</b>        | Identification – Program Admittance | Youth Assessment Form, Youth ID, TANF Eligibility Form, Verification of School Enrollment Form, Consent for Release Form, DJJ/Court Paperwork   |
| <b>Tab 2</b>        | Education Services                  | Pre and Post Tests, Assignments, Certificate of Completions (as completed), Individual Plan, Goal Worksheet/Progress Form   |

|              |                     |  |
|--------------|---------------------|--|
| <b>Tab 3</b> | Employment Tracking | Employment Verification Form, Worksite Agreement, Timesheets (ALL PENDING ELIGIBILITY AND AVAILABILITY)                    |
| <b>Tab 4</b> | Supportive Services | Copies of Paychecks, Copies of Bus Pass Signature Logs, Copies of Supportive Service Logs, Supportive Service Totals Sheet |
| <b>Tab 5</b> | 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 and;
  - Community referrals; and
  - Case notes.
- Staff shall document all program activities in the youth case file to include: attendance dates, delinquency interventions, structured activities, and 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*

Bi-monthly, 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 session, parents would have been notified that their participation is a requirement for youth 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. Hillsborough Safe & Sound 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.

| <b>Name of Proposed Curriculum</b> | <b>Risk Factors Addressed</b>   |
|------------------------------------|---|
| 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, Safe & Sound Hillsborough staff will ensure the below data collection and reporting procedures are in place:

- In addition to any TPD/BJA required systems, staff verification data shall be maintained by SAFE & SOUND HILLSBOROUGH staff utilizing the Staff Verification System (SVS) module. Summary reports will be made available to TPD through monthly/quarterly reports.



- Safe & Sound Hillsborough shall be responsible for the accuracy of the information inputted into its performance tracking database.
- For Juvenile Justice involved youth, Safe & Sound Hillsborough 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 capability to provide access and utilization to Safe & Sound Hillsborough.
- Safe & Sound Hillsborough shall designate a lead staff person (Administrative Services Manager) responsible for ensuring data entry, including admission and release dates. This staff person shall also be the main contact for the Department’s respective data integrity officer or other related personnel.

Staff will be trained on 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 Safe & Sound Hillsborough record retention policies, all files and forms shall be 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, Safe & Sound Hillsborough will scan documents into a secure and encrypted folder for online storage for an indefinite period (unless required otherwise by department).

**SECTION III – COMMUNITY AND PROVIDER FUND MANAGEMENT**

*Management and Dissemination of Funds – Providers*

Upon execution of MOUs with community providers, Safe & Sound Hillsborough will expend funds out of its “Partnership Funding” Line Item of operating budget as identified below:

| CVI Grant - Partnership Funding               |   |          |
|---|---|----------|
| The Life Center                               | Victim Services                           | \$25,000 |
| Rise Up For Peace                             | Community outreach and Crime Interrupters | \$20,259 |
| RICH House                                    | Community outreach                        | \$15,584 |
| AMI Kids                                      | Vocational                                | \$23,084 |
| Men of Vision                                 | Mentoring, Education Support              | \$25,259 |
| GZL Educational Foundation                    | Mentoring, Education Support              | \$25,259 |
| Gentlemen’s Quest of Tampa                    | Mentoring, Education Support              | \$25,259 |
| Civic and Neighborhood Associations (various) | Neighborhood cleanup, blight reduction    | \$20,084 |

\*Organization names and amounts subject to change based on needs of program and direction from TPD.

Funds will be expended based on a draw down schedule and event/support services request with appropriate backup documentation provided prior to dissemination. Safe & Sound Hillsborough will maintain records of approved expenditures and submit to TPD for reimbursement after external approval process (TPD Grant Manager / Fiscal Department). Allowable/Disallowable expense categories and items will be set under the direction of TPD and specifically outlined in MOUs with providers.

*Community Support Funding Management (Mini-Grants)*

Through an application process, community groups, neighborhood associations, faith-based organizations and civic groups will be able to receive funding support for events and programs designed to address gun violence prevention and community engagement. The purpose of this grant program is to strengthen neighborhoods while promoting the theme of violence prevention through community cohesiveness. Applications should demonstrate community support in both the application and implementation phases of proposed projects/programs.

Neighborhood leaders are urged to be creative when brainstorming projects and types of community involvement. The review committee will look favorably upon applications that have matching funds or involve other forms of leveraged community support. The following represent the types of projects that will be favorably considered for funding (*ALL PROJECTS/PROPOSALS MUST ADDRESS THE PREVENTION OF GUN VIOLENCE*):

- Neighborhood Identity (e.g., brochures, signs, festivals, and education of neighborhood history).
- Neighborhood Leadership Training and Development.
- Crime Watch (e.g., communication systems with law enforcement).
- Publicity of Special Events (e.g., community cleanups and festivals).
- Beautification (only Florida Friendly planting will be considered)
- Children's Programs (e.g., term neighborhood-operated programs which benefit children within the association).

A review committee consisting of members of Safe & Sound Hillsborough's Youth and Gun Violence Committee, staff representative and two community members will vet applications based on area need, scope, budget, and tie to CVI grant initiatives and focus.

**ATTACHMENT II  
APPROVED PROJECT BUDGET**

**BUDGET AND BUDGET NARRATIVE**

| <b>Class Category</b>      | <b>Amount</b>    |
|----------------------------|------------------|
| a. Personnel               | \$214,000        |
| b. Fringe Benefits         | \$64,200         |
| c. Travel                  | \$0              |
| d. Equipment               | \$0              |
| e. Supplies                | \$0              |
| f. Subawards/ Contractual  | \$359,576        |
| g. Other                   | \$76,422         |
| h. Total Direct Charges    | \$714,198        |
| <i>i. Indirect Charges</i> | \$0              |
| <b>j. Total Charges</b>    | <b>\$714,198</b> |

**Budget Narrative**

Safe & Sound Hillsborough initiative aims to establish connections between Intensive Case Managers and vulnerable youth, as well as individuals involved in focused deterrence efforts. This will be achieved through collaboration with community partners and the utilization of e-services to provide necessary resources and services. Safe & Sound Hillsborough shall be responsible for entering into any necessary agreements or MOU’s consistent with this Agreement and the federal grant with third-party providers. Specific community third-party providers identified in the original Department of Justice grant application include:

The East Tampa and YM Ybor Civic Associations have been allocated funds to provide support for programs in underprivileged neighborhoods. These programs encompass a range of initiatives such as clean-up days, community outreach, home repairs, and beautification activities.

Rise Up for Peace aims to offer community outreach, effective communication, and comprehensive victim support through a range of events, strategic communication efforts, and targeted assistance programs.

RICH House provides comprehensive youth support services, including access to positive role models, academic tutoring, conflict resolution and mediation assistance, as well as programs aimed at fostering self-esteem. Additionally, RICH House actively collaborates with Rise Up for Peace to offer victim services and support.

AMI Kids will provide two distinct models for Career and Technical Education that cater to different age groups. The first model, known as the AMIkids Career Exploration Model, is designed for individuals

aged 11-15. This model aims to assist young individuals in enhancing their self-awareness, exploring various career options, and establishing meaningful goals for their future. On the other hand, the AMIkids Workforce Development Model is tailored for individuals aged 16-24. This model integrates both academic education and work-based learning to equip young individuals with essential job readiness skills, enable them to obtain industry certifications, and facilitate a smooth transition into the workforce. Men of Vision Inc. is dedicated to offering comprehensive and enduring educational opportunities to young men, irrespective of their race, gender, or socio-economic background. Our organization is committed to equipping these individuals with the necessary skills and knowledge to pursue higher education, military service, technical training, or successful careers in the workforce. They provide services for individuals with GPAs ranging from 1.0 to 5.0.

Through GZL Foundation, The Men of Tomorrow program is a 10-month initiative that aims to inspire, and guide underserved students in their pursuit of education, encouraging them to successfully complete high school and pursue higher education at the college level.

Gentlemen's Quest of Tampa, Inc. seeks to assist program participants realize their full potential, make good decisions, and become productive citizens. The organization conducts workshops and activities aimed at equipping individuals with effective strategies to navigate challenging circumstances. Additionally, they consistently monitor the academic and behavioral progress of students. This process enhances individuals' intellectual, emotional, and relational capacity, thereby contributing to their overall developmental growth.



COMMENTS: Payment shall be made within fifteen (15) business days after (i) receipt of payment of the Grant Award Amount or portion thereof, and (ii) approval of such request by the City.

**ATTACHMENT IV**

**PROGRAM PERFORMANCE REPORT**

Safe & Sound Hillsborough will prepare and submit to the City, the “ATTACHMENT IV” “quarterly” performance reports for the project, which are due **on or before the 1<sup>st</sup> of January, April, July, and October** as shown below.

|                                 |  |                       |              |
|---------------------------------|--|-----------------------|--------------|
| <b>Agreement No.:</b>           | 15PBJA-22-GG-04727-CVIP                  |                       |              |
| <b>Grantee Name:</b>            | The City of Tampa                        |                       |              |
| <b>Grantee Address:</b>         | 306 East Jackson Street, Tampa, FL 33602 |                       |              |
| <b>Grantee’s Grant Manager:</b> | Nilda Otero                              | <b>Telephone No.:</b> | 813-276-3635 |
|                                 |  |                       |              |
| <b>Project Title:</b>           | Tampa Community Violence Reduction       |                       |              |
| <b>Reporting Period:</b>        |  | <b>Report Type:</b>   | Quarterly    |

**DATA ANALYSIS AND PLANNING ACTIVITIES**

15. During the reporting period, did you conduct data collection or analysis to inform your Violence Reduction Strategic Plan?

A. Yes/No (If No, skip to question 18)

16. Select each of the following data types your CVIPI program accessed and/or analyzed during the reporting period. Then describe how the data type(s) were used to inform CVIPI activities.

- A. Official police or incident reports
- B. Calls for service
- C. Investigative data/intelligence
- D. Fatal or non-fatal shooting local data (shooting reviews)
- E. Arrest reports
- F. Criminal histories
- G. Hospital or emergency room data
- H. Socioeconomic data (includes Health and Human Services data, school data, poverty data, and other community data)
- I. Evidentiary or adjudication data (includes any court data)
- J. Corrections data (includes probation and parole data)
- K. Risk assessments
- L. Juvenile data

- M. Surveys of officers
- N. Surveys of community members
- O. Surveys of CBOs
- P. Surveys of violence perpetrators
- Q. Surveys of victims
- R. Community member discussions/focus groups
- S. Other data types, describe: \_\_\_\_\_

17. Describe how the data collected, accessed, and/or analyzed will be/is used to inform project activities.

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18. What type(s) of crimes/problems does your CVIPI program focus on? Be as specific as possible. Check all that apply.

- A. Assault/Battery/Aggravated assault
- B. Crime victims
- C. Domestic/Interpersonal violence
- D. Gang activity
- E. Gun crime
- F. Hate crime
- G. Homicide
- H. Robbery
- I. Sexual assault
- J. Terrorism
- K. Youth gang activity (deviant behavior)
- L. All violent crime in the jurisdiction
- M. Other, describe: \_\_\_\_\_

19. What population(s) does your CVIPI program focus on?

- A. Youth
- B. Adults
- C. Both youth and adults

**COMMUNITY-BASED VIOLENCE INTERVENTION AND PREVENTION INITIATIVE POLICIES, PROCEDURES, AND TRAINING**

20. During the reporting period, did you recruit any new CVIPI staff or partners (e.g., violence interrupters, neighborhood change agents, etc.)?

- A. Yes/No (If No, skip to question 21)
- B. If Yes, explain the number of new CVIPI staff or partners recruited and their role in the work: \_\_\_\_\_

21. How many new CVIPI staff or partners received training during the reporting period?

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22. How many total CVIPI staff or partners received training during the reporting period?

\_\_\_\_\_

23. Indicate if your CVIPI team conducted any of the following policies, procedures, trainings, programs, and/or strategies during the reporting period.

- A. Policies, programs, and/or strategies that establish or strengthen multi-agency partnerships with CVI service providers, law enforcement, and/or other service providers
- B. Policies and/or strategies for proactive outreach through social media and local media (e.g., television, blogs, newspapers)
- C. Policies and/or strategies to identify expectations of CVI participants and increase engagement
- D. Strategies to most effectively develop CVI staffing
- E. Policies and/or procedures that incorporate best practices for onboarding, training, and/or wellness provision for CVI service providers
- F. Other policies, procedures, or practices you wish to highlight? Describe:  
\_\_\_\_\_

## COMMUNITY COLLABORATION AND ENGAGEMENT

24. Have you conducted community engagement activities during the reporting period?

*Community engagement refers to building or maintaining relationships with the community of focus, including community members and CBOs. Activities may include taking part in, or sponsoring, local community events; providing transparency of programs' goals and successes (e.g., regular meetings with the community, social media posts); and engaging community members and CBOs in problem-solving and decision making (e.g., focus groups, surveys), to name a few.*

- A. Yes/No
- B. If Yes, describe the activities conducted: \_\_\_\_\_

25. How often was your CVIPI team involved in the following community activities during the reporting period? Choices: not applicable, do not know, daily, weekly, monthly, quarterly.

- A. Attended community events (e.g., national night out, block parties, festivals)
- B. Attended community meetings, advisory boards, or roundtables
- C. Conducted outreach to minority populations (e.g., racial; ethnic; religious; lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual [LGBTQIA])
- D. Conducted social media activities (e.g., Facebook, Twitter)
- E. Distributed resources through a newsletter, email, or other bulletin
- F. Engaged in activities to enhance community conditions (e.g., clean ups, nuisance abatement and revitalization of spaces and community services)
- G. Hosted community meetings
- H. Met with at-risk individuals (those at highest risk of being victims or perpetrators of violence)
- I. Met with funded and non-funded CBOs
- J. Other, describe: \_\_\_\_\_

## COMMUNITY-BASED VIOLENCE INTERVENTION AND PREVENTION INITIATIVE MUTLI-DISCIPLINARY TEAM



26. Indicate how many individuals from each type of the following groups were represented on your multi-disciplinary team during the reporting period.

- A. \_\_\_\_\_ Child welfare and social services
- B. \_\_\_\_\_ Community residents (not affiliated with any other organization)
- C. \_\_\_\_\_ Corrections/Probation/Parole
- D. \_\_\_\_\_ County/Local public sector leadership
- E. \_\_\_\_\_ Court personnel
- F. \_\_\_\_\_ Credible messengers
- G. \_\_\_\_\_ CVI service providers
- H. \_\_\_\_\_ District attorneys
- I. \_\_\_\_\_ Faith-based organizations/leaders
- J. \_\_\_\_\_ Hospitals and other health care providers (i.e., mental health)
- K. \_\_\_\_\_ Juvenile justice agencies
- L. \_\_\_\_\_ Local law enforcement
- M. \_\_\_\_\_ Other community-based organizations (non-grant funded)
- N. \_\_\_\_\_ Public defenders
- O. \_\_\_\_\_ Public health agencies (state/local)
- P. \_\_\_\_\_ Researchers
- Q. \_\_\_\_\_ School administrators
- R. \_\_\_\_\_ School-based law enforcement
- S. \_\_\_\_\_ State/Federal law enforcement
- T. \_\_\_\_\_ Victim advocates/service providers
- U. \_\_\_\_\_ Other, describe: \_\_\_\_\_

27. How often did your CVIPI multi-disciplinary team conduct the following activities during the reporting period? *Choices: not applicable, do not know, daily, weekly, monthly, quarterly.*

- A. Conducted analysis to better understand a problem or program progress or to inform decision making in regard to your program/service
- B. Tracked activity, progress, or performance
- C. Conducted public outreach (e.g., contact potential victims, focused-media outreach)
- D. Conducted community engagement (e.g., chief's roundtables, community advisory boards)
- E. Engaged in community problem-solving (e.g., partnerships with businesses, faith-based institutions, community groups)
- F. Other, describe: \_\_\_\_\_

### **TARGETED VIOLENCE INTERVENTIONS AND SUPPORTS FOR HIGHEST-NEEDS GROUPS**

28. Select the type(s) of CVIPI strategies employed during the reporting period. *Select all that apply.*

- A. Cognitive behavioral programs
- B. Community-based public safety initiatives
- C. Hospital-based violence intervention programs
- D. Outreach programs
- E. Peace fellowships

- F. Strategies to enhance conditions to reduce community violence (e.g., crime prevention through environmental design, clean ups, nuisance abatement and revitalization of spaces and community services)
- G. Targeted victim services
- H. Therapeutic services
- I. Violence interrupters
- J. Other, describe: \_\_\_\_\_

29. Enter the number of at-risk people (both victims/potential victims and perpetrators/potential perpetrators) engaged during the reporting period: \_\_\_\_\_

30. Enter the number of credible messengers that were part of your CVIPI program during the reporting period: \_\_\_\_\_

31. Enter the average case load per credible messenger during the reporting period: \_\_\_\_\_

32. If you provided direct services during this reporting period, which of the following services were provided to your at-risk population? *Select all that apply.*

- A. Cognitive based. These services include therapeutic programs used to change criminal thinking and behavior, such as moral recognition therapy or aggression replacement training
- B. Educational. These services foster knowledge by helping participants develop daily life skills that can enhance their opportunities
- C. Employment. These services are designed to help people find suitable job opportunities
- D. Healthcare/Medicaid eligibility. These services are designed to help individuals or families find, obtain, or retain health care
- E. Housing. These services are designed to help individuals or families find, obtain, or retain suitable housing, including transitional housing
- F. Mental health. These services are provided in correctional facilities or in the community for those participants under supervision and may include counseling programs or group self-help programs
- G. Pro-social. These services use directed skill building to help participants interact in a positive way with others
- H. Substance abuse. These services include substance abuse education, treatment, or aftercare
- I. Transportation. These services include assistance with public transportation costs or help in finding other reliable transportation
- J. Vocational. These services help participants learn a trade and enhance their job opportunities
- K. Individualized case planning. These services help participants set goals, objectives, and conditions for reentering society
- L. Family engagement. These services focus on involving family members in the treatment process to help provide support and encouragement
- M. Other, describe: \_\_\_\_\_

The following information must be included in the quarterly report.

**In this module, you will identify the goals you hope to achieve with your funding. Once submitted, these goals cannot be changed without approval from your grant manager.**

- Set S·M·A·R·T goals to clarify the scope of your priorities
- Specific
- Measurable
- Achievable
- Relevant
- Time-bound

If you have multiple goals, provide updates on each one separately.

**Answer the following questions every semiannual reporting period (January and July of each year), based on your grant-funded activities.**

1. What were your accomplishments during reporting period?
2. What goals were accomplished, as they relate to your grant application?
3. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?
4. Is there any assistance that BJA can provide to address any problems/barriers identified in question 3?

A. Yes/No B. If Yes, explain:

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5. Are you on track to complete your program fiscally and programmatically as outlined in your grant application? A. Yes/No B. If No, explain:

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6. What major activities are planned for the next 6 months?

7. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA?

## **ATTACHMENT V**

### **SUB-GRANTEE MONITORING PLAN**

#### **Summary**

The pass-through entity is responsible for evaluating the subrecipient's potential non-compliance with federal statutes, regulations, and subaward terms and conditions in order to determine the appropriate monitoring actions.

#### **Monitoring Process**

Formal monitoring visits will consist of the following:

- Pre-monitoring visit “Monitoring Request Letter” submitted to each Safe & Sound Hillsborough
  - Monitoring Request Letter will include proposed date, expected outcomes and will include flexibility for Safe & Sound Hillsborough input
  - Provided to Safe & Sound Hillsborough at least two weeks before monitoring
- Monitoring Visit
  - Conducted by Project Grant Administrator
  - Review of both programmatic and operational systems (including financial)
  - Review of program progress, challenges, and upcoming activities
  - Review of Sub-grant financial burn rate
- Monitoring Report
  - Completed by the Project Grant Administrator within 30 days of visit
  - Submitted to Safe & Sound Hillsborough for review and comment
  - Submitted to City of Tampa within 30 days of visit
  - Summary of visit, program progress, challenges, and upcoming activities
  - Summary of any financial issues
  - Corrective Action Plan (CAP) to address challenge and improve program efficacy

## **ATTACHMENT VI**

### **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:*

\_\_\_\_ (i) 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:** Corporation to Develop Communities of Tampa, Inc (“Safe & Sound Hillsborough”)

**By:** \_\_\_\_\_

**Printed Name:**

**Title:** Executive Director

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

**APPENDIX I**

Federal Award Agreement

September 29, 2022

Dear Jane Castor,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by TAMPA, CITY OF for an award under the

funding opportunity entitled 2022 BJA FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative. The approved award amount is \$1,500,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

#### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service

population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

### **Memorandum Regarding NEPA**

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

OJP's Community Based Violence Intervention and Prevention Initiative (CVIPI) seeks to prevent and reduce violent crime in communities by supporting comprehensive, evidence-based violence intervention and prevention programs, including efforts to address gang and gun violence, based on partnerships among community residents, local government agencies, victim service providers, community-based organizations (CBOs), law enforcement, hospitals, researchers, and other community stakeholders.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

### **Award Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**



### Recipient Information

**Recipient Name**  
TAMPA, CITY OF  
**UEI**  
H8ARNKM182M3  
**Street 1**  
306 E JACKSON ST  
**Street 2**  
**City**  
TAMPA  
**State/U.S. Territory**  
Florida  
**Zip/Postal Code**  
33602  
**Country**  
United States  
**County/Parish**  
**Province**

### Award Details

**Federal Award Date**  
9/29/22  
**Award Type**  
Initial  
**Award Number**  
15PBJA-22-GG-04727-CVIP  
**Supplement Number**  
00  
**Federal Award Amount**  
\$1,500,000.00  
**Funding Instrument Type**  
Grant

| Assistance Listing Number | Assistance Listings Program Title |
|---------------------------|-----------------------------------|
|---------------------------|-----------------------------------|

16.045

Community-Based Violence Intervention and Prevention Initiative

| Statutory Authority |
|---------------------|
|---------------------|

Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 127); Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C

## Federal Award Special Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### 1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

### 3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to

report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### 4

##### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

#### 5

##### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

#### 6

##### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### 7

##### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions"

([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 15

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

## 16

### Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 17

### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 18

### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 19

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding

agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is

or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and



(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

### Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

### All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 24

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a 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).

## 25

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that - for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$10,000 for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) have reviewed and approved the recipient's budget and budget narrative, and an Award Condition Modification (ACM) has been issued to remove this award condition.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S.

Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

### 33

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a 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).

### 35

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### 36

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

37

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

38

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

39

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

40

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

43

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

44

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

45

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46

Within 90 days after the budget approval, the recipient must submit to BJA a Memorandum of Agreement (MOA) that outlines specific roles, responsibilities, and expectations of the fiscal agent, law enforcement agency (if not the fiscal agent), and the research partner or team. The MOA must be signed by the research partner or team and the designated officials within the fiscal agent and police department (if they are separate agencies). The grantee also agrees to notify BJA of any changes in the status or duties of the partners included in the MOA.

47

Recipient understands and agrees to report on the use and status of real property acquired, constructed, or improved under this award, throughout the useful life of the property or until the federal interest in the property ceases, whichever is shorter. Recipient further agrees to provide the required use and status reports on federal Standard Form 429 and accompanying addenda, as directed by OJP, in conformance with 2 C.F.R. 300.330. Recipient must submit its initial report not later than 90 days after completion of the project or of grant close-out, whichever is earlier, and submit status reports annually, as directed. Additional information about this requirement may be found online at <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/realpropertyfaq.pdf>.

48

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

### APPENDIX III

#### 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 the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Safe & Sound Hillsborough shall provide the 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 shall 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, the Corporation to Develop Communities of Tampa, Inc (“Safe & Sound Hillsborough”) is providing services and is acting on behalf of the City, Corporation to Develop Communities of Tampa, Inc 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 the Corporation to Develop Communities of Tampa, Inc; (2) provide the public with access to public records on the same terms and conditions that the City would provide the records and 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; and (4) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Corporation to Develop Communities of Tampa, Inc, upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Without limiting any of the foregoing requirements contained in this Article 26, the following provision is also included as required by Section 119.0701, Florida Statutes:

**IF CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC HAS QUESTIONS REGARDING THE APPLICATION OF THE CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 274-8211, 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 has 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 Sub-grant 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 the Sub-grant agreement.
- 1.7 The City reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
- 1.8 The 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 15 days from the Sub-grant completion date all unused funds for forwarding to the Federal 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 the Sub-grant Agreement, Safe & Sound Hillsborough will be notified in writing by the City within 15 days prior to the effective termination or suspension date. Upon notification, Safe & Sound Hillsborough shall take immediate action to minimize all expenditure against the Sub-grant.
- 3.4 In the event of termination for non-compliance with the terms of this Agreement, the 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 shall submit a final accounting and return to the City all unspent funds provided under the Sub-grant no later than thirty (30) days after termination.
- 3.6 In the event of withdrawal from or termination of this Sub-grant Agreement by the 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 Sub-grant 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 the Sub-grant Agreement.

**4. DISPUTES**

- 4.1 the City Headquarters management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant 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 Sub-grant 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 shall 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, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, 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 the Safe & Sound Hillsborough or a partner, agent or client of the Safe & Sound Hillsborough. This paragraph shall survive termination or expiration of this Agreement.

- 7.4 The City agrees to indemnify and hold Safe & Sound Hillsborough harmless from any and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Safe & Sound Hillsborough's use of the City approved name and logo in the performance of this sub-agreement.

- 7.5 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, the 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 the Safe & Sound Hillsborough and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the 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 named in this agreement 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 the 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 shall 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, the 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 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 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

#### **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 shall be conducted in a manner to provide, to the maximum extent practical, open, and free competition. The recipient shall be alert to organizational conflict 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 shall be excluded from competing for such procurement. Awards shall 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 shall 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 interest 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 the Sub-grant budget, worth \$5,000.00 or more. The Safe & Sound Hillsborough shall 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 the 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 remain 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 the Sub-grant 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 shall 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."
- 15.4 The City shall 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 shall be accorded acknowledgment for any materials produced by the Sub-grant 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 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 responsible entity. By signing and submitting this application the Sub-Grantee 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 shall 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 the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

## **APPENDIX IV**

### **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 (The City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-The 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, The 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 The 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 completed 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 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 The 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** - The 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 The 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 The 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, the 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: The 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 The 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 ensure The 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 claim 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 The City and, if over \$500,000, approved by the City in advance and in writing, including at The 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). The 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, The 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 The City, its elected officials, departments, officers, and employees shall be in 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 The 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 The 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. The 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**